

LRPMP Taxing Entities List

Anaheim Elementary School District

- Linda Kimball, Ed.D., Superintendent
1001 S. East Street
Anaheim, CA 92805

Anaheim Union High School District

- Michael Matsuda, Superintendent
501 N. Crescent Way
Anaheim, CA 92801

County of Orange

- Frank Kim, County Executive Officer
Hall of Administration
333 W. Santa Ana Blvd.
Santa Ana, CA 92701

(County of Orange has 6 taxing entities: OC General Fund; OC Educational Revenue Augmentation Fund; OC Sanitation #2 Operating; OC Harbors, Beaches & Parks; OC Flood Control District; OC Mosquito & Vector Control District)

Fullerton Joint Union High School District

- Scott Scambray, Ed.D., Superintendent
FJUHS
1051 W. Bastanchury Road
Fullerton, CA 92833

Fullerton School District

- Robert Pletka, Ed.D., Superintendent
FSD
1401 W. Valencia Drive
Fullerton, CA 92833

North Orange County Community College District

- Fred Williams, Vice Chancellor
NOCCCD
1830 W. Romneya Drive
Anaheim, CA 92801-1819
714.808.4500

Orange County Cemetery District

- Tim Deutsch, General Manager
25751 Trabuco Road
Lake Forest, CA 92630

Orange County Department of Education

- Dean West, Assoc. Superintendent of Business Services
200 Kalmus Drive
Costa Mesa, CA 92628

Orange County Transportation Authority

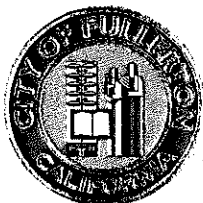
- Darrell Johnson, Chief Executive Officer
550 S. Main Street
Orange, CA 92868

Orange County Water District

- Michael Markus, General Manager
18700 Ward Street
Fountain Valley, CA 92708
(mailing address: P. O. Box 8300, Fountain Valley, CA 92728-8300)

Placentia-Yorba Linda Unified School District

- David Giordano, Asst. Dir. of Business Services
Placentia-Yorba Linda Unified School District
1301 E. Orangethorpe Avenue
Placentia, CA 92870



CITY OF FULLERTON

City Manager's Office

May 22, 2018

RE: Compensation Agreement for Successor Agency Property Disposition

Dear _____:

Pursuant to Assembly Bill 26 from the 2011-12 First Extraordinary Session of the California Legislature and the California Supreme Court's decision in *California Redevelopment Association v. Matosantos* (2011) 53 Cal.4th 231, effective February 1, 2012, the Fullerton Redevelopment Agency was dissolved. As part of the dissolution, the City, through its Successor Agency, was required to prepare and gain California Department of Finance approval of a Long-Range Property Management Plan (LRPMP) that addresses disposition of the real property formerly owned by the Fullerton Redevelopment Agency.

As part of the LRPMP, the City is to secure a compensation agreement from all public taxing entities that share in the property tax base prior to the disposition of the Successor Agency owned real properties if the property sale is for future economic development purposes (see Attachment A).

For those properties sold for economic development purposes, the City shall remit all net unrestricted proceeds to the Orange County Auditor-Controller's Office for distribution to the taxing entities. For the definition of "Net Unrestricted Proceeds" please see Attachment B. The Auditor-Controller thereafter shall have the obligation to distribute to the taxing entities in accordance with each taxing entity's pro rata share of the tax base. Accordingly, the City is not requesting any change to the standard distribution of pro rata share of property tax when these properties are sold.

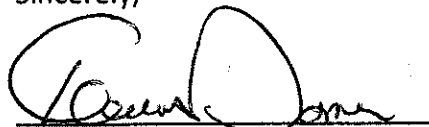
Since this action maintains the standard pro rata share of property tax, the City is requesting acknowledgement of this letter as fulfilling the compensation agreement requirement of the LRPMP. If your agency desires to make a change to the standard pro rata share of property tax it would otherwise normally receive, we will be required to negotiate an amount and enter into an "Agreement for Taxing Entity Compensation." If this is to be pursued, I ask that you contact me at your earliest convenience so we can initiate steps to complete the legal process.

To maintain your agency's standard pro rata share of the property tax for any Successor Agency property disposed of for future economic development purposes, please counter sign and date this letter below and return it to the City at your earliest convenience. For questions or to initiate

THE EDUCATION COMMUNITY

the legal process to develop an Agreement for Taxing Entity Compensation which would seek to change your agency's standard pro rata share, please contact me at (714) 738-6310 or kdomer@cityoffullerton.com. I appreciate your attention to this letter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kenneth A. Domer', written over a horizontal line.

Kenneth A. Domer
City Manager

Agreed and Accepted by:

Title: _____

Date: _____

Attachments: Attachment A – List of Properties
Attachment B – Definition of Net Unrestricted Proceeds

ATTACHMENT A

LIST OF PROPERTIES PER THE LRPMP

To be retained by City for Future Economic Development

Asset No. per LRPMP	Address/Description	APN
Asset #2	Fox Block Theatre Complex	029-033-20 029-033-21 combined to 029-033-39
Asset #3	Fox Block Peck Parking Structure Site	029-033-09 029-033-10 029-033-27 029-033-28 029-033-35
Asset #4	Fox Block Public Parking Lot	029-033-03 029-033-04 029-033-05 029-033-06
Asset #8	Amerige Court Site	032-232-13 032-232-29 032-234-28
Asset #14	Fullerton Transportation Center	033-030-14 033-030-17 033-030-18 033-031-23 033-031-24 033-031-26 033-031-29 033-031-37 033-031-39 033-031-40 033-031-27 033-032-23 033-030-19

Attachment B
Definition of Net Unrestricted Proceeds

“Net Unrestricted Proceeds” shall mean the proceeds of sale received by the City for the sale of the Development Properties, less: (i) costs incurred by City for expenses in connection with the management and disposition of the development property, including without limitation, costs incurred for property management, maintenance, insurance, marketing, appraisals, brokers’ fees, escrow, closing costs, survey, title insurance, attorneys’ and consultants’ fees, and other reasonable costs incurred, including reasonable compensation for City staff performing functions associated with the management, maintenance and disposition of the Development Properties, and (ii) any proceeds of sale that are restricted by virtue of the source of funds (e.g. grant funds or the proceeds of bonds) that were used for the original acquisition of the Development Properties.

AGREEMENT FOR TAXING ENTITY COMPENSATION

This Agreement for Taxing Entity Compensation (this **"Agreement"**), dated for reference purposes as of _____, 2018, is entered into by and among the following public agencies:

(1) City of Fullerton, a California municipal corporation (**"City"**); and

The following public agencies, collectively referred to as the (**"Taxing Entities"**):

(2) Fullerton Union High School District, a California school district (**"FUHSD"**), on behalf of the Fullerton Union High General Fund (**"FUHGF"**);

(3) Fullerton School District, a California school district (**"FSD"**), on behalf of the Fullerton Elementary General Fund (**"FEGF"**)

(4) North Orange County Community College District, a California community college district (**"NOCCCD"**), on behalf of the North Orange County Community College District General Fund (**"NOCCCGF"**);

(5) Placentia Yorba Linda Unified School District, a California school district (**"PYLUSD"**), on behalf of the Placentia Yorba Linda Unified School District General Fund (**"PYLUGF"**);

(6) County of Orange, a political subdivision of the State of California (**"OC"** or **"County"**), on behalf of the Orange County General Fund (**"OCGF"**), Orange County Educational Revenue Augmentation Fund (**"ERAF"**), Orange County Sanitation#2 Operating (**"OCSO"**), Orange County Harbors Beaches & Parks CSA 26 (**"OCHBPC"**);

(7) Orange County Flood Control District, a California special district (**"OCFCD"**);

(8) Orange County Department of Education, a California school entity (**"OCDOE"**), on behalf of the Orange County Department of Education General Fund (**"OCDEGF"**);

(9) Orange County Water District, a California special district (**"OCWD"**), on behalf of the Orange County Water District- Water Reserve (**"OCWDWR"**);

(10) Orange County Transit Authority, a California special district (**"OCTA"**);

(11) Orange County Vector Control District, a California special district (**"OCVCD"**);

(12) Orange County Cemetery District, a California special district (**"OCCD"**), on behalf of the Orange County Cemetery District Fund-General (**"OCCFG"**);

(13) Anaheim Elementary School District, a California school district (**"AESD"**), on behalf of the Anaheim Elementary General Fund (**"AEGF"**); and

(14) Anaheim Union High School District, a California school district (**"AUHSD"**), on behalf of the Anaheim Union High General Fund (**"AUHGF"**);

All of the above are collectively referred to herein as the (“**Parties**”).

RECITALS

A. Pursuant to Assembly Bill 26 from the 2011-12 First Extraordinary Session of the California Legislature (“**ABx1 26**”) and the California Supreme Court’s decision in *California Redevelopment Association v. Matosantos* (2011) 53 Cal.4th 231, effective February 1, 2012, the Fullerton Redevelopment Agency (“**Redevelopment Agency**” or “**RDA**”) was dissolved, and pursuant to Health & Safety Code Section 34173 as amended by Assembly Bill 1484 (“**AB 1484**”), the Fullerton Successor Agency became the successor-in-interest by operation of law to the Redevelopment Agency (the “**Successor Agency**”). ABx1 26, AB 1484, and any and all other statutes enacted as part of Parts 1.8 and 1.85 of Division 24 of the Health and Safety Code are collectively referred to as the “**Dissolution Law**.”

B. Pursuant to Health and Safety Code Section 34191.5, the Successor Agency prepared a Long-Range Property Management Plan (“**LRPMP**”) that addresses disposition of the real property formerly owned by the Fullerton Redevelopment Agency.

C. On December 3, 2015, a revised LRPMP was approved by Resolution of the Oversight Board to the Successor Agency (the “**Oversight Board**”), a seven-member board established pursuant to Health and Safety Code Section 34179 that includes representatives appointed by the Taxing Entities, as specified.

D. On December 22, 2015, the State Department of Finance (“**DOF**”) approved the revised LRPMP.

E. This Agreement is negotiated and entered into by the Parties pursuant to the LRPMP as approved by the DOF. As such, this Agreement relates to the disposition and use of former RDA real property assets governed by the LRPMP and shall control the distribution to the Taxing Entities of proceeds received by the City for the disposition and use of the former RDA real property assets identified in the LRPMP for use or liquidation, in accordance with Health and Safety Code Section 34191.5(c)(2)(A)(iii). To the extent there may be a conflict between any provision of law and the terms and conditions of this Agreement, this Agreement shall control pursuant to Health and Safety Code section 34191.3.

NOW THEREFORE, the Parties agree as follows:

1. Purpose. This Agreement is executed with reference to the facts set forth in the foregoing Recitals, which are incorporated into this Agreement by this reference. The purpose of this Agreement is to address the allocation of certain prospective revenues among the taxing entities that share in the property tax base (“**Tax Base**”) for property located within the redevelopment project areas formerly administered by the Redevelopment Agency.

2. Special Districts and Funds. The governing boards of certain of the Taxing Entities administer certain special districts and funds that receive allocations of property taxes from the Tax Base. The governing board of the County is authorized to execute this Agreement on behalf of such special districts and funds governed and administered by the County and shall cause any

Net Unrestricted Proceeds (as defined below) to be distributed to those special districts and funds, as applicable, including but not limited to the Orange County ERAF, any Orange County General Funds, and Orange County Flood Control District. The governing board of any other Taxing Entity (other than the County) is authorized to execute this Agreement on behalf of such Taxing Entity's special districts and funds governed and administered by that Taxing Entity, and the governing board of that Taxing Entity shall cause any Net Unrestricted Proceeds (as defined below) to be distributed to that Taxing Entity's special districts and funds, as applicable.

3. Parcels to be Conveyed to City for Future Development Consistent with LRPMP. The LRPMP provides that, pursuant to Health & Safety Code Section 34191.5(c)(2), certain parcels formerly owned by the Redevelopment Agency shall be transferred by the Successor Agency to the City for future development, which parcels are listed in Exhibit "A" attached hereto and incorporated by reference (collectively referred to herein as the "**Development Property**").

4. Parcels to be Conveyed to Public Agencies for Governmental Uses. The LRPMP provides that, pursuant to Health & Safety Code Section 34191.5(c)(2), that certain parcels formerly owned by the Redevelopment Agency will be transferred by the Successor Agency to the City for continued governmental uses, which parcels are listed in Exhibit "B" attached hereto and incorporated by reference (collectively referred to herein as the "**Governmental Use Property**"). No compensation will be paid to the City or to the Taxing Entities in connection with the transfers of these parcels for continued governmental uses, as approved by the DOF in the LRPMP.

5. Covenant to Distribute Specified Proceeds to Taxing Entities Upon Sale of Development Property. The City agrees that, consistent with the LRPMP approved by DOF, the City shall remit Net Unrestricted Proceeds to the Orange County Auditor-Controller's Office ("**Auditor-Controller**") for distribution to the Taxing Entities. "**Net Unrestricted Proceeds**" shall mean the fair value proceeds of sale received by the City for the sale of the Development Property, less: (i) costs incurred by City for expenses in connection with the management and disposition of the Development Property, including without limitation, costs incurred for property management, maintenance, insurance, marketing, appraisals, brokers' fees, escrow, closing costs, survey, title insurance, attorneys' and consultants' fees, and other reasonable costs incurred, including reasonable compensation for City staff performing functions associated with the management, maintenance and disposition of the Development Property, and (ii) any proceeds of sale that are restricted by virtue of the source of funds (e.g. grant funds or the proceeds of bonds) that were used for the original acquisition of the Development Property.

6. Sale Procedures and Proceeds; Distribution to Taxing Entities. Upon the subsequent conveyance of the Development Property from the City to any private (non-public agency) third party, the City shall remit to the Auditor-Controller the Net Unrestricted Proceeds (if any) received by the City from the conveyance of the Development Property within 30 days after receipt by the City. The Auditor-Controller thereafter shall have the obligation to distribute to the Taxing Entities in accordance with each Taxing Entity's pro rata share of the Tax Base (pursuant to Health and Safety Code Section 34188 or other applicable law) the Net Unrestricted Proceeds remitted to the Auditor-Controller by the City pursuant to this Agreement. The Parties acknowledge and agree that City is obligated to convey the Development Property consistent with the LRPMP and terms and conditions governing the disposition of the Development Property by and between the purchaser of the parcels that comprise the Development Property. The Parties

further acknowledge and agree that, due to the encumbrances and restrictions attached to and running with the Development Property, the value of the Development Property (or any portion thereof) shall be the amount of money the City receives for the conveyance of the Development Property (or any portion thereof) at the time of that conveyance to a private (non-public agency) third party, and such value shall be used to determine the Net Unrestricted Proceeds to be remitted to the Auditor-Controller pursuant to this Agreement.

7. Reservation of Rights If Change In Law or DOF Policy. Pursuant to Health and Safety Code Sections 34191.3 and 34191.5, once a Long-Range Property Management Plan has been approved by DOF, it supersedes all other provisions of the statute relating to the disposition and use of the former redevelopment agency's real property. If a court order, legislation, or DOF policy reverses the requirement to enter into this Agreement, the Parties acknowledge that the Parties shall have no obligation to continue to comply with this Agreement, and in such event, this Agreement shall terminate without the need for any further action from the Taxing Entities. Notwithstanding the foregoing, the City agrees that it shall comply with the LRPMP, as approved by DOF, and make a payment of Net Unrestricted Proceeds (if any) to the Taxing Entities pursuant to this Agreement, and any change in the law or DOF policy reversing the requirement to enter into this Agreement shall not affect the distribution of Net Unrestricted Proceeds (if any) received by the Taxing Entities for any sale of Development Properties that occurred prior to any termination of this Agreement.

8. Miscellaneous Provisions.

8.1 Notices. Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified on the signature pages to this Agreement or to such other address as a Party may designate by written notice delivered to the other Parties in accordance with this Section. In addition to any other method of delivery agreed upon between respective Parties, all such notices shall be sent by: (i) personal delivery, in which case notice is effective upon delivery; (ii) Electronic mail (e-mail) or facsimile, in which case notice shall be deemed delivered on the next business day after confirmation that the intended recipient received the notice via e-mail or facsimile; (iii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt; or (iv) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service.

8.2 Headings; Interpretation. The section headings and captions used herein are solely for convenience and shall not be used to interpret this Agreement. The Parties agree that this Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if all Parties had prepared it.

8.3 Action or Approval. Whenever action and/or approval by City is required under this Agreement, the City Manager or his or her designee may act on and/or approve such matter unless specifically provided otherwise, or unless the City Manager determines in his or her discretion that such action or approval requires referral to City Council for consideration.

8.4 Entire Agreement. This Agreement, including exhibits attached hereto and incorporated herein by this reference, contains the entire agreement among the Parties with respect to the subject matter hereof, and supersedes all prior written or oral agreements, understandings, representations or statements between the Parties with respect to the subject matter hereof.

8.5 Non-Waiver. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the Party charged with or claimed to have waived any such provision.

8.6 Amendment. This Agreement may be amended or modified, in whole or in part, only in writing and only if signed by the Party or Parties to be bound by the amendment or modification.

8.7 Severability. If any term, provision, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect unless an essential purpose of this Agreement is defeated by such invalidity or unenforceability.

8.8 No Third Party Beneficiaries. Except as expressly set forth herein, nothing contained in this Agreement is intended to or shall be deemed to confer upon any person, other than the Parties and their respective successors and assigns, any rights or remedies hereunder.

8.9 Parties Not Co-Venturers; No Agency Relationship. Nothing in this Agreement is intended to or shall establish the Parties as partners, co-venturers, or principal and agent with one another. The relationship of the Parties shall not be construed as a joint venture, equity venture, partnership or any other relationship.

8.10 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws. Any action to enforce or interpret this Agreement shall be filed and heard in the Superior Court of Orange County, California.

8.11 Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which taken together shall constitute one instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto having additional signature pages executed by the other Parties. Any executed counterpart of this Agreement may be delivered to the other Parties by e-mail attachment or facsimile and shall be deemed as binding as if an originally signed counterpart was delivered.

SIGNATURES ON FOLLOWING PAGES

IN WITNESS WHEREOF, the Parties have executed this Agreement by their authorized representatives as indicated below.

CITY OF FULLERTON, a California municipal corporation

By: _____
Name: Doug Chaffee
Title: Mayor, City of Fullerton

Attest:

City Clerk

Approved as to form:

City Attorney

Address for Notices:

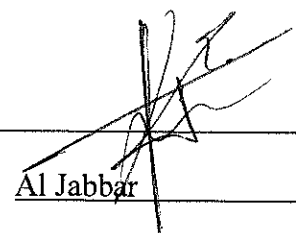
To City Hall:

City of Fullerton
303 W Commonwealth Ave.
Fullerton, CA 92832
Attention: City Manager

with a copy to:

Rutan & Tucker, LLP
611 Anton Blvd., Suite 1400
Costa Mesa, CA 92626
Attention: William H. Ihrke, Esq.

**ANAHEIM UNION HIGH SCHOOL DISTRICT, a California school district, on behalf of
the Anaheim Union High General Fund**

By:  _____

Name: Al Jabbar _____

Title: President, Anaheim Union High School District Board of Trustees

Attest by: _____

Approved as to form:

District Counsel

Address for Notices:

Anaheim Union High School District
501 N. Crescent Way
Anaheim, CA 92801
(714) 999-3511

EXHIBIT "A"

DEVELOPMENT PROPERTY

Asset No. per LRPMP	Address/Description	APN
Asset #2	Fox Block Theatre Complex	029-033-20 029-033-21 combined to 029-033-39
Asset #3	Fox Block Peck Parking Structure Site	029-033-09 029-033-10 029-033-27 029-033-28 029-033-35
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Asset #14	Fullerton Transportation Center	033-030-14 033-030-17 033-030-18 033-031-23 033-031-24 033-031-26 033-031-29 033-031-37 033-031-39 033-031-40 033-031-27 033-032-23 033-030-19

EXHIBIT "B"

GOVERNMENTAL USE PROPERTY

Asset No. per LRPMP	Address/Description	APN
Asset #1	Costco / AMC Theatre Parking Lot	073-060-16 073-060-25
Asset #5	Police Station Parking Lot	032-233-15 032-233-16 032-233-17 032-233-24 032-233-26
Asset #6	Independence Park / Union Pacific Park Trail	031-150-48 032-091-13 032-091-17 032-171-37 032-171-38 032-251-40 032-251-48
Asset #7	City Hall Parking	032-152-30
Asset #9	Santa Fe Avenue (north side between Harbor and Malden) Public Parking	032-242-15 032-242-16 032-242-17
Asset #10	SOCO West Parking Structure	032-243-20
Asset #11	Union Pacific Park	032-251-29 032-251-30 032-251-36 032-251-37 032-251-46
Asset #12	Plummer Public Parking Structure	033-013-23
Asset #13	Museum Plaza Park	033-012-13
Asset #15	Street Right-of-Ways	032-224-36 032-224-37 073-060-44

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1. Purpose. This Agreement is executed with reference to the facts set forth in the foregoing Recitals, which are incorporated into this Agreement by this reference. The purpose of this Agreement is to address the allocation of certain prospective revenues among the taxing entities that share in the property tax base (“**Tax Base**”) for property located within the redevelopment project areas formerly administered by the Redevelopment Agency.

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4. Parcels to be Conveyed to Public Agencies for Governmental Uses. The LRPMP provides that, pursuant to Health & Safety Code Section 34191.5(c)(2), that certain parcels formerly owned by the Redevelopment Agency will be transferred by the Successor Agency to the City for continued governmental uses, which parcels are listed in Exhibit "B" attached hereto and incorporated by reference (collectively referred to herein as the "**Governmental Use Property**"). No compensation will be paid to the City or to the Taxing Entities in connection with the transfers of these parcels for continued governmental uses, as approved by the DOF in the LRPMP.

5. Covenant to Distribute Specified Proceeds to Taxing Entities Upon Sale of Development Property. The City agrees that, consistent with the LRPMP approved by DOF, the City shall remit Net Unrestricted Proceeds to the Orange County Auditor-Controller's Office ("**Auditor-Controller**") for distribution to the Taxing Entities. "**Net Unrestricted Proceeds**" shall mean the proceeds of sale received by the City for the sale of the Development Property, less: (i) costs incurred by City for expenses in connection with the management and disposition of the Development Property, including without limitation, costs incurred for property management, maintenance, insurance, marketing, appraisals, brokers' fees, escrow, closing costs, survey, title insurance, attorneys' and consultants' fees, and other reasonable costs incurred, including reasonable compensation for City staff performing functions associated with the management, maintenance and disposition of the Development Property, and (ii) any proceeds of sale that are restricted by virtue of the source of funds (e.g. grant funds or the proceeds of bonds) that were used for the original acquisition of the Development Property.

6. Sale Procedures and Proceeds: Distribution to Taxing Entities. Upon the subsequent conveyance of the Development Property from the City to any private (non-public agency) third party, the City shall remit to the Auditor-Controller the Net Unrestricted Proceeds (if any) received by the City from the conveyance of the Development Property within 30 days after receipt by the City. The Auditor-Controller thereafter shall have the obligation to distribute to the Taxing Entities in accordance with each Taxing Entity's pro rata share of the Tax Base (pursuant to Health and Safety Code Section 34188 or other applicable law) the Net Unrestricted Proceeds remitted to the Auditor-Controller by the City pursuant to this Agreement. The Parties acknowledge and agree that City is obligated to convey the Development Property consistent with the LRPMP and terms and conditions governing the disposition of the Development Property by and between the purchaser of the parcels that comprise the Development Property. The Parties

further acknowledge and agree that, due to the encumbrances and restrictions attached to and running with the Development Property, the value of the Development Property (or any portion thereof) shall be the amount of money the City receives for the conveyance of the Development Property (or any portion thereof) at the time of that conveyance to a private (non-public agency) third party, and such value shall be used to determine the Net Unrestricted Proceeds to be remitted to the Auditor-Controller pursuant to this Agreement.

7. Reservation of Rights If Change In Law or DOF Policy. Pursuant to Health and Safety Code Sections 34191.3 and 34191.5, once a Long-Range Property Management Plan has been approved by DOF, it supersedes all other provisions of the statute relating to the disposition and use of the former redevelopment agency's real property. If a court order, legislation, or DOF policy reverses the requirement to enter into this Agreement, the Parties acknowledge that the Parties shall have no obligation to continue to comply with this Agreement, and in such event, this Agreement shall terminate without the need for any further action from the Taxing Entities. Notwithstanding the foregoing, the City agrees that it shall comply with the LRPMP, as approved by DOF, and make a payment of Net Unrestricted Proceeds (if any) to the Taxing Entities pursuant to this Agreement, and any change in the law or DOF policy reversing the requirement to enter into this Agreement shall not affect the distribution of Net Unrestricted Proceeds (if any) received by the Taxing Entities for any sale of Development Properties that occurred prior to any termination of this Agreement.

8. Miscellaneous Provisions.

8.1 Notices. Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified on the signature pages to this Agreement or to such other address as a Party may designate by written notice delivered to the other Parties in accordance with this Section. In addition to any other method of delivery agreed upon between respective Parties, all such notices shall be sent by: (i) personal delivery, in which case notice is effective upon delivery; (ii) Electronic mail (e-mail) or facsimile, in which case notice shall be deemed delivered on the next business day after confirmation that the intended recipient received the notice via e-mail or facsimile; (iii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt; or (iv) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service.

8.2 Headings; Interpretation. The section headings and captions used herein are solely for convenience and shall not be used to interpret this Agreement. The Parties agree that this Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if all Parties had prepared it.

8.3 Action or Approval. Whenever action and/or approval by City is required under this Agreement, the City Manager or his or her designee may act on and/or approve such matter unless specifically provided otherwise, or unless the City Manager determines in his or her discretion that such action or approval requires referral to City Council for consideration.

8.4 Entire Agreement. This Agreement, including exhibits attached hereto and incorporated herein by this reference, contains the entire agreement among the Parties with respect to the subject matter hereof, and supersedes all prior written or oral agreements, understandings, representations or statements between the Parties with respect to the subject matter hereof.

8.5 Non-Waiver. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the Party charged with or claimed to have waived any such provision.

8.6 Amendment. This Agreement may be amended or modified, in whole or in part, only in writing and only if signed by the Party or Parties to be bound by the amendment or modification.

8.7 Severability. If any term, provision, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect unless an essential purpose of this Agreement is defeated by such invalidity or unenforceability.

8.8 No Third Party Beneficiaries. Except as expressly set forth herein, nothing contained in this Agreement is intended to or shall be deemed to confer upon any person, other than the Parties and their respective successors and assigns, any rights or remedies hereunder.

8.9 Parties Not Co-Venturers; No Agency Relationship. Nothing in this Agreement is intended to or shall establish the Parties as partners, co-venturers, or principal and agent with one another. The relationship of the Parties shall not be construed as a joint venture, equity venture, partnership or any other relationship.

8.10 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws. Any action to enforce or interpret this Agreement shall be filed and heard in the Superior Court of Orange County, California.

8.11 Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which taken together shall constitute one instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto having additional signature pages executed by the other Parties. Any executed counterpart of this Agreement may be delivered to the other Parties by e-mail attachment or facsimile and shall be deemed as binding as if an originally signed counterpart was delivered.

SIGNATURES ON FOLLOWING PAGES

IN WITNESS WHEREOF, the Parties have executed this Agreement by their authorized representatives as indicated below.

CITY OF FULLERTON, a California municipal corporation

By: _____
Name: Doug Chaffee
Title: Mayor, City of Fullerton

Attest:

City Clerk

Approved as to form:

City Attorney

Address for Notices:

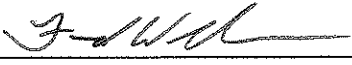
To City Hall:

City of Fullerton
303 W Commonwealth Ave.
Fullerton, CA 92832
Attention: City Manager

with a copy to:

Rutan & Tucker, LLP
611 Anton Blvd., Suite 1400
Costa Mesa, CA 92626
Attention: William H. Ihrke, Esq.

**NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, a California
community college district, on behalf of the North Orange County Community College
District General Fund**

By: 

Name: Fred Williams

Title: Vice Chancellor, Finance & Facilities

Attest by: _____

Approved as to form:

Address for Notices:

North Orange County Community College District
1830 W. Romneya Drive
Anaheim, CA 92801-1819
Phone: (714) 808-4500

EXHIBIT "A"

DEVELOPMENT PROPERTY

Asset No. per LRPMP	Address/Description	APN
Asset #2	Fox Block Theatre Complex	029-033-20 029-033-21 combined to 029-033-39
Asset #3	Fox Block Peck Parking Structure Site	029-033-09 029-033-10 029-033-27 029-033-28 029-033-35
Asset #4	Fox Block Public Parking Lot	029-033-03 029-033-04 029-033-05 029-033-06
Asset #8	Amerige Court Site	032-232-13 032-232-29 032-234-28
Asset #14	Fullerton Transportation Center	033-030-14 033-030-17 033-030-18 033-031-23 033-031-24 033-031-26 033-031-29 033-031-37 033-031-39 033-031-40 033-031-27 033-032-23 033-030-19

EXHIBIT "B"

GOVERNMENTAL USE PROPERTY

Asset No. per LRPMP	Address/Description	APN
Asset #1	Costco / AMC Theatre Parking Lot	073-060-16 073-060-25
Asset #5	Police Station Parking Lot	032-233-15 032-233-16 032-233-17 032-233-24 032-233-26
Asset #6	Independence Park / Union Pacific Park Trail	031-150-48 032-091-13 032-091-17 032-171-37 032-171-38 032-251-40 032-251-48
Asset #7	City Hall Parking	032-152-30
Asset #9	Santa Fe Avenue (north side between Harbor and Malden) Public Parking	032-242-15 032-242-16 032-242-17
Asset #10	SOCO West Parking Structure	032-243-20
Asset #11	Union Pacific Park	032-251-29 032-251-30 032-251-36 032-251-37 032-251-46
Asset #12	Plummer Public Parking Structure	033-013-23
Asset #13	Museum Plaza Park	033-012-13
Asset #15	Street Right-of-Ways	032-224-36 032-224-37 073-060-44

AGREEMENT FOR TAXING ENTITY COMPENSATION

This Agreement for Taxing Entity Compensation (this “**Agreement**”), dated for reference purposes as of July 11, 2018, is entered into by and among the following public agencies:

(1) City of Fullerton, a California municipal corporation (“**City**”); and

The following public agencies, collectively referred to as the (“**Taxing Entities**”):

(2) Fullerton Union High School District, a California school district (“**FUHSD**”), on behalf of the Fullerton Union High General Fund (“**FUHGF**”);

(3) Fullerton School District, a California school district (“**FSD**”), on behalf of the Fullerton Elementary General Fund (“**FEGF**”)

(4) North Orange County Community College District, a California community college district (“**NOCCCD**”), on behalf of the North Orange County Community College District General Fund (“**NOCCCGF**”);

(5) Placentia Yorba Linda Unified School District, a California school district (“**PYLUSD**”), on behalf of the Placentia Yorba Linda Unified School District General Fund (“**PYLUGF**”);

(6) County of Orange, a political subdivision of the State of California (“**OC**” or “**County**”), on behalf of the Orange County General Fund (“**OCGF**”), Orange County Educational Revenue Augmentation Fund (“**ERAF**”), Orange County Sanitation#2 Operating (“**OC SO**”), Orange County Harbors Beaches & Parks CSA 26 (“**OCHBPC**”);

(7) Orange County Flood Control District, a California special district (“**OCFCD**”);

(8) Orange County Department of Education, a California school entity (“**OCDOE**”), on behalf of the Orange County Department of Education General Fund (“**OCDEGF**”);

(9) Orange County Water District, a California special district (“**OCWD**”), on behalf of the Orange County Water District- Water Reserve (“**OCWDWR**”);

(10) Orange County Transit Authority, a California special district (“**OCTA**”);

(11) Orange County Vector Control District, a California special district (“**OCVCD**”);

(12) Orange County Cemetery District, a California special district (“**OCCD**”), on behalf of the Orange County Cemetery District Fund-General (“**OCCFG**”);

(13) Anaheim Elementary School District, a California school district (“**AESD**”), on behalf of the Anaheim Elementary General Fund (“**AEGF**”); and

(14) Anaheim Union High School District, a California school district (“**AUHSD**”), on behalf of the Anaheim Union High General Fund (“**AUHGF**”);

All of the above are collectively referred to herein as the ("**Parties**").

RECITALS

A. Pursuant to Assembly Bill 26 from the 2011-12 First Extraordinary Session of the California Legislature ("**ABx1 26**") and the California Supreme Court's decision in *California Redevelopment Association v. Matosantos* (2011) 53 Cal.4th 231, effective February 1, 2012, the Fullerton Redevelopment Agency ("**Redevelopment Agency**" or "**RDA**") was dissolved, and pursuant to Health & Safety Code Section 34173 as amended by Assembly Bill 1484 ("**AB 1484**"), the Fullerton Successor Agency became the successor-in-interest by operation of law to the Redevelopment Agency (the "**Successor Agency**"). ABx1 26, AB 1484, and any and all other statutes enacted as part of Parts 1.8 and 1.85 of Division 24 of the Health and Safety Code are collectively referred to as the "**Dissolution Law**."

B. Pursuant to Health and Safety Code Section 34191.5, the Successor Agency prepared a Long-Range Property Management Plan ("**LRPMP**") that addresses disposition of the real property formerly owned by the Fullerton Redevelopment Agency.

C. On December 3, 2015, a revised LRPMP was approved by Resolution of the Oversight Board to the Successor Agency (the "**Oversight Board**"), a seven-member board established pursuant to Health and Safety Code Section 34179 that includes representatives appointed by the Taxing Entities, as specified.

D. On December 22, 2015, the State Department of Finance ("**DOF**") approved the revised LRPMP.

E. This Agreement is negotiated and entered into by the Parties pursuant to the LRPMP as approved by the DOF. As such, this Agreement relates to the disposition and use of former RDA real property assets governed by the LRPMP and shall control the distribution to the Taxing Entities of proceeds received by the City for the disposition and use of the former RDA real property assets identified in the LRPMP for use or liquidation, in accordance with Health and Safety Code Section 34191.5(c)(2)(A)(iii). To the extent there may be a conflict between any provision of law and the terms and conditions of this Agreement, this Agreement shall control pursuant to Health and Safety Code section 34191.3.

NOW THEREFORE, the Parties agree as follows:

1. Purpose. This Agreement is executed with reference to the facts set forth in the foregoing Recitals, which are incorporated into this Agreement by this reference. The purpose of this Agreement is to address the allocation of certain prospective revenues among the taxing entities that share in the property tax base ("**Tax Base**") for property located within the redevelopment project areas formerly administered by the Redevelopment Agency.

2. Special Districts and Funds. The governing boards of certain of the Taxing Entities administer certain special districts and funds that receive allocations of property taxes from the Tax Base. The governing board of the County is authorized to execute this Agreement on behalf of such special districts and funds governed and administered by the County and shall cause any

Net Unrestricted Proceeds (as defined below) to be distributed to those special districts and funds, as applicable, including but not limited to the Orange County ERAF, any Orange County General Funds, and Orange County Flood Control District. The governing board of any other Taxing Entity (other than the County) is authorized to execute this Agreement on behalf of such Taxing Entity's special districts and funds governed and administered by that Taxing Entity, and the governing board of that Taxing Entity shall cause any Net Unrestricted Proceeds (as defined below) to be distributed to that Taxing Entity's special districts and funds, as applicable.

3. Parcels to be Conveyed to City for Future Development Consistent with LRPMP. The LRPMP provides that, pursuant to Health & Safety Code Section 34191.5(c)(2), certain parcels formerly owned by the Redevelopment Agency shall be transferred by the Successor Agency to the City for future development, which parcels are listed in Exhibit "A" attached hereto and incorporated by reference (collectively referred to herein as the **"Development Property"**).

4. Parcels to be Conveyed to Public Agencies for Governmental Uses. The LRPMP provides that, pursuant to Health & Safety Code Section 34191.5(c)(2), that certain parcels formerly owned by the Redevelopment Agency will be transferred by the Successor Agency to the City for continued governmental uses, which parcels are listed in Exhibit "B" attached hereto and incorporated by reference (collectively referred to herein as the **"Governmental Use Property"**). No compensation will be paid to the City or to the Taxing Entities in connection with the transfers of these parcels for continued governmental uses, as approved by the DOF in the LRPMP.

5. Covenant to Distribute Specified Proceeds to Taxing Entities Upon Sale of Development Property. The City agrees that, consistent with the LRPMP approved by DOF, the City shall remit Net Unrestricted Proceeds to the Orange County Auditor-Controller's Office (**"Auditor-Controller"**) for distribution to the Taxing Entities. **"Net Unrestricted Proceeds"** shall mean the fair value proceeds of sale received by the City for the sale of the Development Property, less: (i) costs incurred by City for expenses in connection with the management and disposition of the Development Property, including without limitation, costs incurred for property management, maintenance, insurance, marketing, appraisals, brokers' fees, escrow, closing costs, survey, title insurance, attorneys' and consultants' fees, and other reasonable costs incurred, including reasonable compensation for City staff performing functions associated with the management, maintenance and disposition of the Development Property, and (ii) any proceeds of sale that are restricted by virtue of the source of funds (e.g. grant funds or the proceeds of bonds) that were used for the original acquisition of the Development Property.

6. Sale Procedures and Proceeds; Distribution to Taxing Entities. Upon the subsequent conveyance of the Development Property from the City to any private (non-public agency) third party, the City shall remit to the Auditor-Controller the Net Unrestricted Proceeds (if any) received by the City from the conveyance of the Development Property within 30 days after receipt by the City. The Auditor-Controller thereafter shall have the obligation to distribute to the Taxing Entities in accordance with each Taxing Entity's pro rata share of the Tax Base (pursuant to Health and Safety Code Section 34188 or other applicable law) the Net Unrestricted Proceeds remitted to the Auditor-Controller by the City pursuant to this Agreement. The Parties acknowledge and agree that City is obligated to convey the Development Property consistent with the LRPMP and terms and conditions governing the disposition of the Development Property by and between the purchaser of the parcels that comprise the Development Property. The Parties

further acknowledge and agree that, due to the encumbrances and restrictions attached to and running with the Development Property, the value of the Development Property (or any portion thereof) shall be the amount of money the City receives for the conveyance of the Development Property (or any portion thereof) at the time of that conveyance to a private (non-public agency) third party, and such value shall be used to determine the Net Unrestricted Proceeds to be remitted to the Auditor-Controller pursuant to this Agreement.

7. Reservation of Rights If Change In Law or DOF Policy. Pursuant to Health and Safety Code Sections 34191.3 and 34191.5, once a Long-Range Property Management Plan has been approved by DOF, it supersedes all other provisions of the statute relating to the disposition and use of the former redevelopment agency's real property. If a court order, legislation, or DOF policy reverses the requirement to enter into this Agreement, the Parties acknowledge that the Parties shall have no obligation to continue to comply with this Agreement, and in such event, this Agreement shall terminate without the need for any further action from the Taxing Entities. Notwithstanding the foregoing, the City agrees that it shall comply with the LRPMP, as approved by DOF, and make a payment of Net Unrestricted Proceeds (if any) to the Taxing Entities pursuant to this Agreement, and any change in the law or DOF policy reversing the requirement to enter into this Agreement shall not affect the distribution of Net Unrestricted Proceeds (if any) received by the Taxing Entities for any sale of Development Properties that occurred prior to any termination of this Agreement.

8. Miscellaneous Provisions.

8.1 Notices. Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified on the signature pages to this Agreement or to such other address as a Party may designate by written notice delivered to the other Parties in accordance with this Section. In addition to any other method of delivery agreed upon between respective Parties, all such notices shall be sent by: (i) personal delivery, in which case notice is effective upon delivery; (ii) Electronic mail (e-mail) or facsimile, in which case notice shall be deemed delivered on the next business day after confirmation that the intended recipient received the notice via e-mail or facsimile; (iii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt; or (iv) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service.

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8.4 Entire Agreement. This Agreement, including exhibits attached hereto and incorporated herein by this reference, contains the entire agreement among the Parties with respect to the subject matter hereof, and supersedes all prior written or oral agreements, understandings, representations or statements between the Parties with respect to the subject matter hereof.

8.5 Non-Waiver. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the Party charged with or claimed to have waived any such provision.

8.6 Amendment. This Agreement may be amended or modified, in whole or in part, only in writing and only if signed by the Party or Parties to be bound by the amendment or modification.

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SIGNATURES ON FOLLOWING PAGES

IN WITNESS WHEREOF, the Parties have executed this Agreement by their authorized representatives as indicated below.

CITY OF FULLERTON, a California municipal corporation

By: _____
Name: Doug Chaffee
Title: Mayor, City of Fullerton

Attest:

City Clerk

Approved as to form:

City Attorney

Address for Notices:

To City Hall:

City of Fullerton
303 W Commonwealth Ave.
Fullerton, CA 92832
Attention: City Manager

with a copy to:

Rutan & Tucker, LLP
611 Anton Blvd., Suite 1400
Costa Mesa, CA 92626
Attention: William H. Ihrke, Esq.

PLACENTIA YORBA LINDA UNIFIED SCHOOL DISTRICT, a California school district, on behalf of the Placentia Yorba Linda Unified School District General Fund

By: Carol Downey

Name: Carol Downey

Title: President, Placentia Yorba Linda Unified School District Board of Education

Attest by: _____

Approved as to form:

Address for Notices:

Placentia-Yorba Linda Unified Board of Education
1301 E. Orangethorpe Ave.
Placentia, CA 92870
(714) 985-8400

EXHIBIT "A"

DEVELOPMENT PROPERTY

Asset No. per LRPMP	Address/Description	APN
Asset #2	Fox Block Theatre Complex	029-033-20 029-033-21 combined to 029-033-39
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Asset #4	Fox Block Public Parking Lot	029-033-03 029-033-04 029-033-05 029-033-06
Asset #8	Amerige Court Site	032-232-13 032-232-29 032-234-28
Asset #14	Fullerton Transportation Center	033-030-14 033-030-17 033-030-18 033-031-23 033-031-24 033-031-26 033-031-29 033-031-37 033-031-39 033-031-40 033-031-27 033-032-23 033-030-19

EXHIBIT "B"

GOVERNMENTAL USE PROPERTY

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Asset #6	Independence Park / Union Pacific Park Trail	031-150-48 032-091-13 032-091-17 032-171-37 032-171-38 032-251-40 032-251-48
Asset #7	City Hall Parking	032-152-30
Asset #9	Santa Fe Avenue (north side between Harbor and Malden) Public Parking	032-242-15 032-242-16 032-242-17
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Asset #11	Union Pacific Park	032-251-29 032-251-30 032-251-36 032-251-37 032-251-46
Asset #12	Plummer Public Parking Structure	033-013-23
Asset #13	Museum Plaza Park	033-012-13
Asset #15	Street Right-of-Ways	032-224-36 032-224-37 073-060-44