

L. A. LE COPY

TO: ~~ROGER BROWN~~ 729-1214

A G R E E M E N T

WEST COYOTE HILLS-CHEVRON U.S.A. INC.

THIS AGREEMENT made and entered into this 15th day of June, 1977, by and between the CITY OF FULLERTON, hereinafter "CITY" and CHEVRON U.S.A. INC., hereinafter "CHEVRON".

RECITALS

WHEREAS, Chevron owns approximately 550 acres of real property located in the northwest portion of the city which is devoted to oil and gas development (see Exhibit A); and

WHEREAS, City, with the assistance of Chevron and other property owners, has adopted a Master (Specific) Plan for the future land use of said 550 acres and adjacent property; and

WHEREAS, City desires to obtain public open space for the benefit and enjoyment of its residents and Chevron recognizes that such open space enhances the value of adjacent Chevron property; and

WHEREAS, said Master (Specific) Plan MP-2A does not restrict oil and gas operations; and

WHEREAS, Chevron concurs with Master (Specific) Plan MP-2A and is relying on said plan to control and guide future uses in said 550 acre parcel; and

WHEREAS, Chevron is expressly entering into this agreement on consideration of these Recitals; and

WHEREAS, City and Chevron mutually desire to enter into an agreement for the purpose of setting forth the method and procedure for the transfer of property for open space, vista trails, greenbelts, and other public purposes; and

WHEREAS, Chevron recognizes its rights under the State Relocation Assistance Laws and waives said rights with respect to fair market value

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on all acquisition transactions covered by this agreement.

NOW, THEREFORE, in consideration of the premises set forth in these Recitals the parties agree as follows:

1. EFFECTIVE DATE OF AGREEMENT

This agreement comes into force and effect upon the recordation of final Parcel Map LD-720.

2. DEDICATION OF VISTA TRAIL SYSTEM

a. At such time as final tract maps are recorded on 75% or more of the acreage of each of the areas indicated below, Chevron, or its successors and assigns, shall dedicate parcels to City by final tract map consisting of certain portions of the Vista Trail Systems in locations specifically shown on MP-2A, but not to exceed a cumulative total of 60 acres. Said parcels shall only be used for vista-picnic park sites, access roads, bike and equestrian trails in and along the east-west trail system as depicted on Master (Specific) Plan MP-2A. The access road and trails right of way width shall average no more than 80 feet.

b. Said parcels of the Vista Trail System are listed below and shown on Exhibit A. Said parcels shall be subject to the reservation of such reasonable easements as are necessary for pipelines and access thereto for maintenance purposes to serve the remaining property still in oil and gas production. The dedication of said parcels shall only be by sections as indicated below and shall be required only when said areas are developed for uses other than oil and gas.

<u>Vista Trail Parcel Designation</u>	<u>Residential Areas of MP-2A</u>
Section 1	Areas C and D
Section 2	Areas E and F
Section 3	Areas J and K
Section 4	Area M
Section 5	Area R

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3. 38 ACRE NATURE PARK

a. City has determined that the purchase of the 38 acre Nature Park shown in Exhibit A is in the public interest and is necessary for park and recreational purposes. Should Chevron not sell said property to City, it is City's intention to acquire said property by eminent domain procedures.

b. Chevron offers to sell to City said 38 acre Nature Park for park and recreational purposes in two parcels; one of 15 acres and another of 23 acres. Said parcels are shown on Exhibit A. The price per acre for said parcels is \$20,000, which price shall be the total price per acre for parcels which shall be delivered free and clear of all oil and gas operations and facilities.

c. Said offer to sell both parcels expires on January 1, 1981, unless extended in writing by Chevron.

d. The 15 acre parcel must be acquired either in advance of the 23 acre parcel or concurrent with it.

e. The earliest that said 15 acre parcel may be acquired by City is 90 days after City notifies Chevron in writing that it accepts said offer.

f. The earliest that said 23 acre parcel may be acquired by City is June 1, 1979. Should City accept said offer, it shall do so in writing and shall allow Chevron 90 days to remove and clear the parcel of all oil and gas facilities after title has transferred.

g. The purchase of said parcels shall be accomplished through an escrow opened at an institution acceptable to Chevron and City. Escrow instructions shall be prepared and approved by City and Chevron. Escrow costs shall be paid by City with all taxes, including current levies for special assessments, if any, being prorated to the close of escrow. Escrow shall be opened at least 90 days in advance of the offer termination date. If Chevron fails to satisfy the terms of escrow, the escrow period and the date of offer termination shall be automatically extended at the option of the City until said terms are satisfied. Immediately after opening of said escrow, City shall, at its cost, cause to be prepared and delivered to Chevron a preliminary title report on the property. The close of said escrow is expressly conditioned on the conveyance to City of a good and marketable fee title as evidenced by a standard form C.L.T.A. title insurance policy in full amount of the purchase price issued by a title company

o. City's choice, subject only to the easements, and/or reservations as outlined in Paragraph 5 of this agreement with said property free and clear of all financial liens and encumbrances, except those encumbrances which are approved by City upon examination of preliminary title report.

h. Should City purchase said parcels and open them to public use, the boundary of said parcels which adjoins land owned by Chevron shall be fenced with a 6 foot high chain link fence with the addition of 3 strands of barbed wire on top at City's expense.

i. Should the 15 acre parcel be acquired and the 23 acre parcel not be acquired by City, then City shall allow Chevron to construct utilities through any southerly City-owned property to 2 1/2 acre parcel in reasonable locations and at such time residential development takes place in the 23 acre parcel.

j. Chevron shall dedicate concurrently with the purchase of said 15 acre parcel a portion of the east-west vista point road, as shown on Exhibit A, if required by City for access to the Nature Park site in a location mutually acceptable to City and Chevron.

4. GILBERT STREET

Chevron shall dedicate Gilbert Street right of way and trails as required and under the terms specified in Lot Division LD-720. City shall pay all costs associated with said terms as they relate to said dedication, to construction, and to all oil field modification work necessary to accommodate said construction and to retain the continuity of Chevron's oil field operations. Chevron shall be reimbursed for any and all costs incurred by them on account of the terms of LD-720 with respect to Gilbert Street.

5. RESERVATIONS TO CHEVRON IN STREET EASEMENTS

a. All street easements granted or dedicated by Chevron under the terms of this agreement shall except and reserve to Chevron, its successors and assigns, all rights in said parcels of land not inconsistent with the easement rights granted, including but not limited to:

1. All access and abutter's rights appurtenant to Chevron's adjoining real property.

2. All rights to construct and use driveway approaches extending to the paving, now or in the future installed in

and along said public roadways at locations to be selected by Chevron to provide access to and from said adjoining property.

3. The right to construct, lay, maintain and remove from time to time any and all pipe lines, conduits and appurtenances, and similar oil field facilities without the necessity for securing a franchise therefore, in, over, under, along and across said street easements, the same to be done in such a manner as shall not interfere with the use of said parcels of land for public roads, public utilities, sewer, and other highway purposes.

b. The above rights and privileges herein excepted and reserved shall be exercised in compliance with all ordinances and regulations which may be in effect from time to time, and applicable to excavation, compaction of backfill, maintenance of protective and safety devices, warning lights and barricades and resurfacing, and subject to the provisions of any excavation or building permits required to be applied for and issued prior to commencement of any excavation within the above described easements. Chevron agrees that the cost of restoring said roadway and road surfacing following the exercise of such reserved rights shall in each instance be borne by Chevron, its successors and assigns.

c. In addition, Chevron reserves and excepts from the street easements the items contained in Paragraph 6 of this agreement.

6. RESERVATIONS TO CHEVRON IN VISTA PARK TRAIL SYSTEM
AND 38 ACRE NATURE PARK

From the Vista Park Trail System and the 38 Acre Nature Park (hereinafter called the Property) granted to City by this agreement shall be excepted and reserved unto Chevron, its successors and assigns:

a. All oil, gas and other hydrocarbons, geothermal resources as defined in Section 6903 of the California Public Resources Code and all other minerals, whether similar to those herein specified or not, within or that may be produced from the Property; provided, however, that all rights and interest in the surface of the Property are hereby conveyed to City, no right or interest of any kind therein, express or implied, being excepted or reserved to Chevron except as hereinafter expressly set forth.

b. The sole and exclusive right from time to time to drill and maintain wells or other works into or through the Property

below a depth of five hundred (500) feet and to produce, inject, store and remove from or through such wells or works, oil, gas and other substances of whatever nature, including the right to perform any and all operations deemed by Chevron necessary or convenient for the exercise of such rights.

7. LEGAL DESCRIPTION

The locations and boundaries of the Vista Trail System parcels, the 38 acre Nature Park (including the 15 acre and 23 acre parcels) and the Gilbert Street and Rosecrans Avenue dedications are only approximate and are subject to change upon mutual agreement between City and Chevron. City is responsible for surveying and for preparing legal descriptions and maps for Chevron's approval on properties which they intend to acquire.

8. ACCEPTANCE AND MAINTENANCE OF ACQUISITIONS AND EASEMENTS

City shall maintain all easements and other areas dedicated or granted to it by Chevron when title passes.

9. ATTORNEY'S FEES

Should any litigation be commenced between the parties hereto concerning the provisions of this agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for its attorney's fees in such litigation or in a separate action brought for that purpose. Should any third party commence any litigation directly or indirectly concerning this agreement, the parties hereto shall cooperate in good faith to uphold this agreement.

10. EFFECT OF UNILATERAL ACTION

Any action unilaterally taken by the parties to rescind or change any of the provisions of this agreement, in whole or in part, shall constitute a failure of a material condition of this agreement.

11. AMENDMENTS TO BE IN WRITING

No amendments to this agreement shall be effective unless they are set forth in writing and executed by all parties, their successors or assigns.

12. NOTICE

Unless otherwise provided herein, any notice, tender, or delivery to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated as of mailing or as of personal delivery. Mailed notices shall be addressed as set forth below, but each party may change the address designed by

Written notice in accordance with this paragraph.

SELLER: Chevron U.S.A. Inc.
Attention: William A. Wren
Address: 20031 Golden West Street
Huntington Beach, CA 92648

BUYER: City of Fullerton
Attention: Director of Public Works
Address: 303 West Commonwealth Avenue
Fullerton, CA 92632

13. BINDING EFFECT

This agreement shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

14. ENTRY ON THE PROPERTY

Chevron shall grant the City permission to enter on any property to be acquired by City under the terms of this agreement for the purpose of preparing legal descriptions and maps described in this agreement and such further engineering, geological or surveying work as may be desired by the City.

City hereby agrees to indemnify and hold harmless Chevron and its agents and representatives from any and all claims, causes of action, expenses, legal fees, or liabilities which may arise as a result of said entry by City on said 550 acres.

15. GRADING PERMIT RELEASED

Upon the effective date of this agreement, the agreement between Chevron and City for Grading Plan Permit Number 15837 becomes null and void and Chevron is relieved of all conditions therein.

16. CHANGES TO MASTER (SPECIFIC) PLAN MP-2A

Any change by City of Master (Specific) Plan MP-2A of the 550 acres owned by Chevron, without concurrence of Chevron, shall nullify any unaccepted offers contained herein.

17. CONFLICT BETWEEN PARTIES

All provisions of this agreement to be performed are express and dependent conditions and, in the event of any conflict between the parties with respect to said provisions and to the parcel map or subsequent tract map conditions, then this agreement shall prevail.

18. BREACH OF AGREEMENT

Should any party to this agreement waive a breach of any provision of this agreement, then such waiver shall not be deemed a continuing waiver. Also, such waiver shall not be deemed a waiver of any subsequent breach, whether it is a breach of the same or another provision of this agreement.

19. NO WARRANTY ON SUITABILITY OF GRANTED PROPERTIES

No warranty whatsoever is implied or granted as to the suitability of any property Chevron has agreed to grant, dedicate or sell to City for the purposes and uses intended by City. City acknowledges that such property has been extensively used for many years for oil and gas production and operations ancillary thereto.

20. TIME IS OF ESSENCE

Time is expressly of the essence of this agreement.

21. ENTIRE AGREEMENT

This document contains the entire agreement between the parties.

22. ACQUISITION PRICES BELOW FAIR MARKET VALUE

City and Chevron acknowledge that the land values at which the certain parcels are offered to City in this agreement are below market value as of the date of this agreement as determined by an independent appraisal.

23. All costs associated with the dedications or acquisitions of Chevron's property by the City shall be borne by the City.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

CITY OF FULLERTON, a Municipal corporation
"CITY"

Alvina Winters
Mayor

Anne M. York
City Clerk

CHEVRON U.S.A. INC.
"CHEVRON"

By *13/ C.L. Gibbs*
Asst. Sec.

By _____

APPROVED;

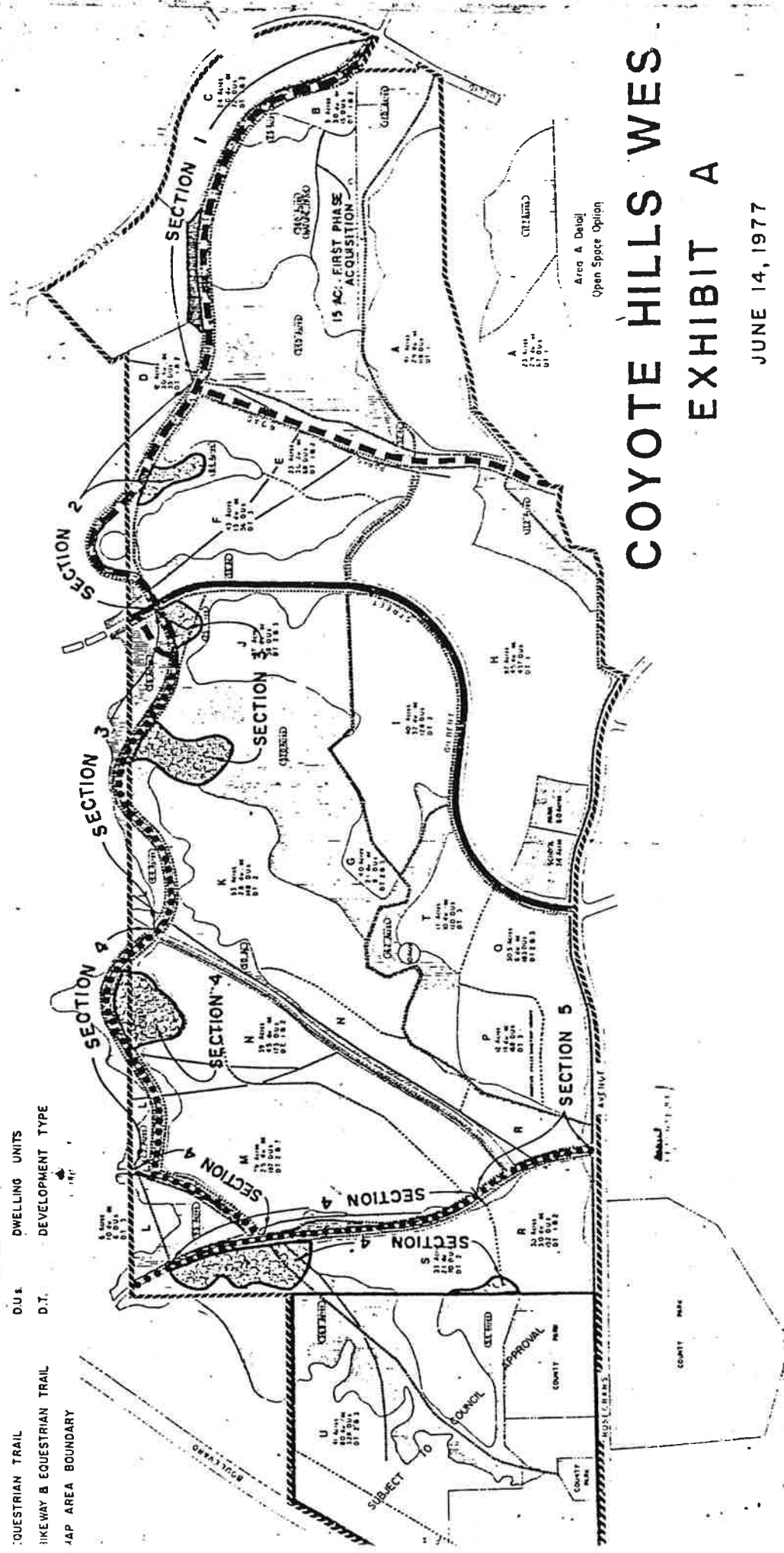
[Signature]
City Administrator

[Signature]
City Attorney

[Signature]
Director of Public Works

PREPARED BY	<i>CLD</i>
AUTHORIZATION	
DEPT. BY	<i>AT</i>
FORM APPROVAL	<i>None</i>
ATTY'S	<i>L.F.H. - W.M. Dial</i>
DESCR	<i>J.D.G. 2/27/11</i>
DIV	<i>210</i>

- PLANNING BOUNDARY
- PRIMARY STREET
- COLLECTOR STREET
- SCENIC ROAD
- SCENIC CORRIDOR
- BIKEWAY
- QUESTRIAN TRAIL
- BIKEWAY & EQUESTRIAN TRAIL
- MAP AREA BOUNDARY
- COMMUNITY OPEN SPACE
- VISTA PARK
- RESERVOIR SITE
- SCHOOL PARK
- STEEP SLOPE & UNSTABLE SOIL AREA
- FAULT LINE
- D.U.s. DWELLING UNITS
- D.T. DEVELOPMENT TYPE



COYOTE HILLS WES EXHIBIT A

JUNE 14, 1977

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