



Conejo Recreation & Park District

GENERAL MANAGER
Jim Friedl

BOARD OF DIRECTORS
Doug Nickles, Chair
Nellie Cusworth, Vice Chair
George M. Lange, Director
Susan L. Holt, Director
Chuck Huffer, Director

DATE: March 18, 2021

TO: Board of Directors

FROM: Jim Friedl, General Manager

GENERAL MANAGER EMERITUS
Tex Ward

SUBJECT: Agreement Between the City of Thousand Oaks and the Conejo Recreation and Park District and the Conejo Open Space Conservation Agency regarding Rancho Potrero Community Equestrian Center and Related Matters; Accept Real Property at Rancho Potrero from the Conejo Open Space Conservation Agency; Transfer of Real Property at Grant R. Brimhall Library to City of Thousand Oaks; Lease Agreement with Ride On LA at Rancho Potrero Equestrian Center

RECOMMENDATION

1. Authorize the General Manager to execute the following Agreements is substantial compliance with the documents in:
 - a. Attachment 1 - Agreement between the City of Thousand Oaks and the Conejo Recreation and Park District and the Conejo Open Space Conservation Agency regarding Rancho Potrero Community Equestrian Center and related matters ("MASTER AGREEMENT")
 - b. Attachment 2 – Agreement between the City of Thousand Oaks and Conejo Recreation and Park District to Terminate Lease Agreement 594 (Grant R. Brimhall Library Site)
 - c. Attachment 3- Assignment and Assumption Agreement Interim Memorandum of Understanding between the City of Thousand Oaks and Ride On LA for the Operation of the Rancho Potrero Community Equestrian Center
2. Authorize the General Manager to execute other documents and agreements necessary to effectuate the MASTER AGREEMENT.
3. Terminate the Operating Agreement for the Rancho Potrero Equestrian Center between the Conejo Recreation and Park District and Ride On LA.
4. Authorize General Manager to enter into a lease agreement for the Rancho Potrero Equestrian Center between the Conejo Recreation and Park District and Ride On LA.

ADMINISTRATIVE OFFICES

403 West Hillcrest Drive, Thousand Oaks, CA 91360-4223
805-495-6471 | Fax: 805-497-3199 | parks@crpd.org | www.crpd.org

DISCUSSION

For over a year, the District, City, and COSCA staff have met and discussed the organization of their respective agency relationships regarding the Rancho Potrero Community Equestrian Center (RPCEC).

To further the discussion, an Ad Hoc Committee, comprised of one non-COSCA representative from the City Council, 1 COSCA representative from the City Council as well as 1 non-COSCA representative from the CRPD Board, and 1 COSCA representative from the CRPD Board, was formed in the Spring 2020. As a result of these discussions, staff from all three agencies determined that it is in the best interest that the management functions of RPCEC be consolidated with the District as RPCEC most closely aligns with the District's mission.

Agreement between the City of Thousand Oaks and the Conejo Recreation and Park District and the Conejo Open Space Conservation Agency regarding Rancho Potrero Community Equestrian Center ("MASTER AGREEMENT")

From these discussions, staff from the three agencies developed the multi-agency MASTER AGREEMENT. Highlights of the MASTER AGREEMENT include:

COSCA AGREES TO:

- Terminate the Lease Agreement between COSCA and CITY for the Rancho Potrero,
- Execute the Grant Deed conveying fee title to the Rancho Potrero Equestrian Property to the District,
- Grant access to the District to Olympia Farms Site for construction of outdoor learning center.

CITY AGREES TO:

- Terminate the Lease Agreement between COSCA and CITY for the Rancho Potrero,
- Execute the Quitclaim Deed transferring title to all City-owned improvements and equipment at the Rancho Potrero Equestrian Property to the District, excepting Lynn Road street improvements and traffic signal improvements,
- Execute the Assignment of Operating Agreement transferring all right, title, and interest in the Operating Agreement from CITY to the District,
- Transfer any unexpended City Council-authorized funding for improvements at the Rancho Potrero Equestrian Property to the District within 120 days following the execution of this Agreement,
- Grant \$960,000 to the District as follows to assist in the maintenance of and the completion of the Program of Improvements to the Rancho Potrero Equestrian facility:
 - \$480,000 within 60 days following the execution of this agreement
 - \$480,000 on or before January 31, 2022

- Assist the District in the processing and not unreasonably withholding any regulatory approvals required to be obtained from CITY to construct Program of Improvements and Olympia Farms outdoor learning center,
- Accept the Grant Deed conveying fee title to the Library Site Property (Attachment 4) from the District to CITY,
- Negotiate and enter into an agreement with the District to create mutual reciprocal access/egress rights and covenants and conditions to provide mutually-acceptable restrictions assuring compatible and supportive use of Library Property and adjacent CRPD properties (“Conejo Creek North Complex”).

CRPD AGREES TO:

- Accept the Grant Deed conveying fee title to the Rancho Potrero Equestrian Property from COSCA to CRPD,
- Accept the Quitclaim Deed transferring title to all City-owned improvements at the Rancho Potrero Equestrian Property to the District, excepting Lynn Road street improvements and traffic signal improvements,
- Accept the Assignment of Operating Agreement transferring all right, title, and interest in the Operating Agreement from CITY to the District,
- Undertake the maintenance and operation of the Rancho Potrero Equestrian Facility for a minimum of thirty (30) years from the date of the execution of this Agreement,
- Undertake construction of Program of Improvements at the Rancho Potrero Equestrian Facility at a cost of not less than \$960,000.00 to be completed no later than January 31, 2027,
- Provide an annual report no later than January 31 each year to CITY on the Program of Improvements, including an accounting of monies spent,
- Construct the Outdoor Learning Center at the Olympia Farms Site, pursuant to the Rancho Potrero Specific Plan, at an estimated cost of \$600,000.00 to be completed no later than January 31, 2023,
- Execute the Grant Deed conveying fee title to the Library Site Property from the District to CITY:
 - Grant Deed and Certificate of Acceptance to be recorded concurrently with recording agreement of agreement of mutual covenants and restrictions.
- Negotiate and enter into an agreement with CITY to create mutual reciprocal access/egress rights and covenants and conditions to provide mutually-acceptable restrictions assuring compatible and supportive use of Library Property and adjacent CRPD properties (“Conejo Creek North Complex”).

Terminate the Operating Agreement for the Rancho Potrero Equestrian Center between the Conejo Recreation and Park District and Ride On LA (“RIDE ON”)

As part of the MASTER AGREEMENT, the CITY assigned the existing Operating Agreement between the CITY and RIDE ON to the District. This assignment is a necessary part of the overall process; however, the District and RIDE ON desire to enter into a long term lease agreement and thus, the assigned Operating Agreement must be terminated.

Enter into a Lease Agreement for the Rancho Potrero Equestrian Center between the Conejo Recreation and Park District and Ride On LA (“RIDE ON”)

The District has a long, successful partnership history with RIDE ON at the Walnut Grove Equestrian Center; furthermore, since August 2019, RIDE ON has been operating the RPCEC through an agreement with the CITY and has successfully: established operations at the facility, rental agreements with boarders, reasonable fees and rules of operation and a limited rental string operation, made the full facility available for users, provided camps, workshops, clinics, and affordable lessons to the broad community, identified needed capital improvements and expenses necessary to continue operations, and has assured that all animals are properly fed and cared for.

The District desires to lease RPCEC to RIDE ON to provide public and therapeutic riding services, educational programs, and workshops to the public to increase access to and appreciation of open space and multi-use trails, and affordable boarding for the entire community.

The proposed lease (Attachment 5) replaces and supersedes any other prior agreements between RIDE ON and DISTRICT regarding RPCEC. The lease does not affect in any way the lease for the Walnut Grove Equestrian Center between the DISTRICT and RIDE ON.

Highlights of the attached lease include:

- RIDE ON determines user fees for boarding by conducting a market survey analysis of comparable facilities in Los Angeles, Orange, and Ventura Counties.
 - User fees shall not exceed 33% above the median for comparable facilities and shall not be below the median for comparable facilities.
- The term of this lease is 40 years.
 - The lease may be extended for an additional 20-year option term.
- RIDE ON will provide an Annual Report which shall include, but not limited to:
 - Identifying activities and programs for that year, including:
 - Activities and programs that were available and delivered to the public,
 - Therapeutic activities and programs that were available and delivered.
 - Current User Fees for boarding, special services, and community programming,
 - Financial report.

- A summary of capital improvements and significant maintenance or operational issues for that year.
- Plans for the upcoming year including identifying financial, site expansion, and programming goals.
- RIDE ON agrees to pay DISTRICT as an annual fee \$40.00 per year.
- DISTRICT and RIDE ON agree to provide and manage and fund capital improvements worth approximately \$2,265,000 and be fully completed no later than January 1, 2025.
 - The DISTRICT shall be responsible for 86.75% of the funding for the Capital Improvements and RIDE ON shall be responsible for 13.25% of the funding for the Capital Improvements.
 - Outside funding sources (i.e. grants) obtained by the DISTRICT shall reduce the overall costs of projects and thus, the funding responsibility of both the DISTRICT and RIDE ON.
 - Outside funding sources (i.e. grants) obtained by RIDE ON, services in-kind obtained by RIDE ON, and funding provided by RIDE ON for projects shall be accounted towards only RIDE ON's funding responsibility.
 - Grants and services obtained by RIDE ON from DISTRICT shall be credited 50% towards the RIDE ON's funding responsibility.
 - At the completion of all the Capital Improvement projects, DISTRICT shall provide a final accounting report to RIDE ON. RIDE ON shall pay DISTRICT in six (6) equal annual installments RIDE ON's remaining responsibility as repayment of funds advanced by CRPD for the completion of the Capital Improvements or provide an accounting of improvements made which fully or partially fulfill this obligation.
- No additional capital improvements in excess of \$25,000 shall be acquired or installed by RIDE ON without the prior written approval of the DISTRICT.
- RIDE ON at its cost shall maintain in good and sanitary condition for its intended use all portions of the LEASE PREMISES, including without limitation, the land, utilities, interior and exterior of all buildings and structures, including all fuel modification/weed abatement.
- RIDE ON is responsible for the repair and/or replacement of all fixtures, fences, corals, improvements, buildings, and equipment on LEASE PREMISES.
- RIDE ON shall be responsible for any and all security which RIDE ON deems is reasonable.
- RIDE ON shall be responsible for the payment when due and owing of all charges for the care and maintenance of said premises, including garbage, waste, trash, manure, refuse removal and disposal, gas, water, electric, and telephone utilities supplied to said premises during the term hereof.

Consistent with all of the District's current partnerships with non-profit operators of District facilities, RIDE ON will be the main point of contact for operational complaints, grievances, and issues arising from patrons, boarders, and users of RPCEC.

CONCLUSION

Through the hard work, diligence, and patience of staff from the District, CITY, COSCA, and especially RIDE ON, management functions of RPCEC will be assumed by the District and funding provided for significant capital improvements to remediate prior construction, address deferred maintenance, and add needed improvements. The District and RIDE ON are excited to expand their existing partnership and look forward to working together to provide additional recreational opportunities at RPCEC to the public.

STRATEGIC PLAN COMPLIANCE

Meets 2021 Strategic Plan Goal 1.1.1 Expand program opportunities through partnerships with other governmental agencies, non-profit organizations, and institutions.

Meets 2021 Strategic Plan Goal 2.3: Maintain the 10-Year Capital Improvement Plan. Regularly update the 10-Year Capital Improvement Plan to prioritize projects and effectively plan and allocate future resources. Update the plan every two years as part of the Capital Budget process.

Meets 2021 Strategic Plan Goal 4.1: Develop, maintain, and enhance relationships with colleagues at the City of Thousand Oaks and the Conejo Valley Unified School District. Hold periodic meetings with City and School District staff.

Meets 2021 Strategic Plan Goal 4.6: Build, maintain, and support relationships with local organizations engaged in activities consistent with the District's mission. Look for collaborative opportunities to expand services and fill unmet needs.

Respectfully submitted,



T. P. Hare, Administrator
Parks and Planning

ATTACHMENT 1

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Cynthia M. Rodriguez
City Clerk
City of Thousand Oaks
2100 Thousand Oaks Blvd.
Thousand Oaks, CA 91362

(Above Space for Recorder's Use Only)

THIS TRANSACTION IS EXEMPT FROM DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11929 OF THE CALIFORNIA REVENUE AND TAXATION CODE AND EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 6103 OF THE CALIFORNIA GOVERNMENT CODE.

AGREEMENT BETWEEN THE CITY OF THOUSAND OAKS ("CITY") AND THE CONEJO RECREATION AND PARK DISTRICT ("CRPD") AND THE CONEJO OPEN SPACE CONSERVATION AGENCY ("COSCA") TO TRANSFER OWNERSHIP OF THE RANCHO POTRERO EQUESTRIAN CENTER AND RELATED MATTERS

This Property Transfer Agreement is made and entered into by and between the City of Thousand Oaks, a municipal corporation (the "**CITY**"), the Conejo Recreation and Park District, a special district ("**CRPD**"), and the Conejo Open Space Conservation Agency ("**COSCA**"), a joint powers agency, and shall be deemed effective as of _____, 2021 (the "**Effective Date**"). The parties hereto also may be referred to individually as "**Party**" or collectively as "**Parties**."

The Parties, and each of them, in the joint and mutual exercise of their powers, in consideration of the mutual covenants herein contained, and for other valuable consideration the receipt and sufficiency of which is hereby acknowledged, do hereby recite and agree as follows:

SECTION ONE – RECITALS

WHEREAS, CITY is a municipal corporation, organized and operating under the laws of the State of California; and

WHEREAS, CRPD is an independent special district, organized and operating under the laws of the State of California; and

WHEREAS, COSCA is a Joint Powers Agency created by and between CITY and CRPD under the laws of the State of California; and

WHEREAS, on or about April 27, 2010, CITY approved the Rancho Potrero Specific Plan No. 19, (hereinafter the "**Rancho Potrero Specific Plan**"), a copy of which is attached hereto as **Exhibit A**, for the general purpose of preserving and managing 326 acres of land located on the south side of Lynn Road including a 20-acre parcel commonly known as the Rancho Potrero Equestrian Center, 4790 Lynn Road, Thousand Oaks, County of Ventura, State of California, APN 694-0-060305, (hereinafter

the “**Equestrian Center Property**”), a legal description and depiction of the Equestrian Center Property is attached hereto as **Exhibit B**; and

WHEREAS, COSCA, as the owner of record for the Equestrian Center Property, and CITY entered into a Lease Agreement on or about January 23, 2007, for CITY to develop the Equestrian Center Property to operate as a public equestrian facility, (hereinafter the “**Lease Agreement**”), a copy of which is attached hereto as **Exhibit C**; and

WHEREAS, pursuant to the Lease Agreement, CITY developed and improved the property to operate as a public equestrian facility and COSCA conveyed to CITY the title and all interest in the buildings, structures, equipment, and other improvements on the Equestrian Center Property, (collectively hereinafter the “**Equestrian Center Improvements**”); and

WHEREAS, Ride On, LA, (hereinafter “**RIDE ON**”), is a 501(c)(3) non-profit corporation with experience owning and operating community based equestrian facilities; and

WHEREAS, on or about January 25, 2019, CITY and RIDE ON entered into an Interim Memorandum of Understanding for RIDE ON to operate the Rancho Potrero Equestrian Property as a public equestrian facility, (hereinafter the “**Operating Agreement**”), a copy of which, inclusive of all amendments, are attached hereto as **Exhibit D**; and

WHEREAS, CITY and CRPD collaborated on a list of desired improvements to be completed at the Equestrian Center Property (hereinafter the “Program of Improvements”), a copy of which is attached hereto as Exhibit L; and

WHEREAS, COSCA is also the owner of record of an approximate 136-acre parcel of land, commonly referred to as the Olympia Farms Site, APN 694-0-060305, located in Rancho Potrero and as generally described in the Rancho Potrero Specific Plan as Sub-Area 1, (hereinafter the “**Olympia Farms Site**”); and

WHEREAS, the Rancho Potrero Specific Plan includes the development of an Outdoor Learning Center at the Olympia Farms Site; and

WHEREAS, CRPD is the owner of record of two parcels, collectively 8.12 acres, of real property commonly known as 1401 East Janss Road, Thousand Oaks, County of Ventura, State of California, APN 677-0-100-365 (6.8 acres) and APN 677-0-100-385, (hereinafter the “**Library Site**”), the legal description of the Library Site is attached hereto as **Exhibit E**; and

WHEREAS, on or about June 15, 1978, CRPD leased a portion of the Library Site property to CITY for the purpose of constructing and operating a library thereon (the “**Library Lease Agreement**”), which, on or about May 11, 2010, was amended to reflect an expansion of the Library facilities, expanded use of the Library Site property, and related maintenance responsibilities, a copy of the Library Lease Agreement, inclusive of the amendment thereto, is attached as **Exhibit F**; and

WHEREAS, CITY currently owns and operates the Grant R. Brimhall Library at the Library Site property; and

WHEREAS, the Parties have determined that the operation of a public equestrian center is more directly aligned with the purposes of CRPD and that CRPD is better positioned to more efficiently provide equestrian services and activities to the benefit of the public; and

WHEREAS, the Parties desire and intend to transfer all ownership and interest in the land, improvements, equipment, and operation at the Rancho Potrero Equestrian Property to CRPD in consideration of the commitment of CRPD to improve, maintain and operate a public equestrian center at the Rancho Potrero Equestrian Property, and to develop the Olympia Farms Site pursuant to the Rancho Potrero Specific Plan, and transfer the Library Site property to CITY.

SECTION TWO – AGREEMENT

NOW THEREFORE, in consideration of good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and the agreements set forth herein, the Parties hereby agree as follows:

1) COSCA AGREES TO:

- a) Execute the Lease Termination, attached hereto as **Exhibit G**, terminating the Lease Agreement between COSCA and CITY, no later than March ____, 2021, and provide the fully executed original of the same to CITY;
- b) Execute the Grant Deed, attached hereto as **Exhibit H**, conveying fee title to the Rancho Potrero Equestrian Property to CRPD, no later than March ____, 2021, and provide the fully executed original of the same to CITY who shall cause the Grant Deed and Certificate of Acceptance to be recorded in the Official Records of the County of Ventura;
- c) Grant access to CRPD to Olympia Farms Site for construction of outdoor learning center pursuant to the terms set forth in **Exhibit A**, the Rancho Potrero Specific Plan.

2) CITY AGREES TO:

- a) Execute the Lease Termination, attached hereto as **Exhibit G**, terminating the Lease Agreement between COSCA and CITY, no later than March ____, 2021, and provide the fully executed original of the same to COSCA;
- b) Execute the Quitclaim Deed, attached hereto as **Exhibit I**, transferring title to all City owned improvements and equipment at Rancho Potrero Equestrian Property to CRPD excepting Lynn Road street improvements and traffic signal improvements, no later than March ____, 2021 and provide the fully executed original of the same to CRPD;
- c) Execute the Assignment of Operating Agreement, attached hereto as **Exhibit J**, transferring all right, title and interest in the Operating Agreement from CITY to CRPD, no later than March ____, 2021 and provide the fully executed original of the same to CRPD;

- d) Transfer any unexpended City Council authorized funding for improvements at the Rancho Potrero Equestrian Property to CRPD within 120 days following the execution of this Agreement;
 - e) Grant \$960,000 to CRPD as follows to assist in the maintenance of and the completion of the Program of Improvements to the Rancho Potrero Equestrian facility;
 - i) \$480,000 within 60 days following the execution of this agreement;
 - ii) \$480,000 on or before January 31, 2022;
 - f) Assist CRPD in the processing and not unreasonably withhold any regulatory approvals required to be obtained from CITY to construct Program of Improvements and Olympia Farms outdoor learning center;
 - g) Accept the Grant Deed, attached hereto as **Exhibit K**, conveying fee title to the Library Site Property from CRPD to CITY, no later than March ____, 2021, and cause the Grant Deed and Certificate of Acceptance to be recorded in the Official Records of the County of Ventura.
 - h) Negotiate and enter into an agreement with CRPD within sixty days of execution of this agreement to create mutual reciprocal access/egress rights and covenants and conditions to provide mutually acceptable restrictions assuring compatible and supportive use of Library Property and adjacent CRPD properties ("Conejo Creek North Complex").
- 3) CRPD AGREES TO:
- a) Accept the Grant Deed, attached hereto as **Exhibit H**, conveying fee title to the Rancho Potrero Equestrian Property from COSCA to CRPD, no later than March ____, 2021, and provide the fully executed originals of the same to CITY who shall cause the Grant Deed and Certificate of Acceptance to be recorded in the Official Records of the County of Ventura. CITY by accepting this Library Site Deed assumes all risks and effects this conveyance may have on its or the Thousand Oaks Public Financing Authority's issued bonds or library improvement financing measure and CITY releases CRPD from any and all consequences resulting from this conveyance to such financing measures;
 - b) Accept the Quitclaim Deed, attached hereto as **Exhibit I**, transferring title to all City owned improvements at Rancho Potrero Equestrian Property to CRPD excepting Lynn Road street improvements and traffic signal improvements, no later than March ____, 2021, and provide the fully executed original of the same to CITY who shall cause the Quitclaim Deed and Certificate of Acceptance to be recorded in the Official Records of the County of Ventura.
 - c) Accept the Assignment of Operating Agreement, attached hereto as **Exhibit J**, transferring all right, title and interest in the Operating Agreement from CITY to CRPD, no later than March ____, 2021. CRPD

understands that RIDE ON in operating the Rancho Potrero Equestrian Property as a public equestrian facility has entered into various horse boarding rental or lease agreements with individual horse owners to board their horses at the equestrian facility and such agreements are not affected by the Agreement, any Quit Claim or Grant Deed to CRPD described herein and such boarding agreements will survive the termination of the COSCA to City Lease Agreement;;

- d) Undertake the maintenance and operation of the Rancho Potrero Equestrian Facility for a minimum of thirty (30) years from the date of the execution of this Agreement, unless the parties agree in writing to modify or waive this provision;
 - e) Undertake construction of Program of Improvements at the Rancho Potrero Equestrian Facility as listed in **Exhibit L** at a cost of not less than \$960,000.00 to be completed no later than January 31, 2027. Should CRPD complete the listed Program of Improvements without expending \$960,000.00, the parties shall agree to a list of additional mutually agreed projects which shall improve the ability of Rancho Potrero Equestrian Facility to meet the equestrian needs of the community;
 - f) Provide an annual report no later than January 31 each year to CITY on the Program of Improvements, including an accounting of monies spent. Reports shall be provided until the Program of Improvements is completed, or City's \$960,000 contribution is expended, whichever occurs later;
 - g) Construct the Outdoor Learning Center at the Olympia Farms Site, pursuant to the Rancho Potrero Specific Plan, at an estimated cost of \$600,000.00 to be completed no later than January 31, 2023;
 - h) Execute the Grant Deed, attached hereto as **Exhibit K**, conveying fee title to the Library Site Property from CRPD to CITY, no later than March ____, 2021, and provide the fully executed original of the same to CITY who shall cause the Grant Deed and Certificate of Acceptance to be recorded in the Official Records of the County of Ventura concurrently with recording agreement set forth in (3)(i) below.
 - i) Negotiate and enter into an agreement with CITY within sixty days of execution this agreement to create mutual reciprocal access/egress rights and covenants and conditions to provide mutually acceptable restrictions assuring compatible and supportive use of Library Property and adjacent CRPD properties ("Conejo Creek North Complex").
- 4) AS-IS, WHERE-IS CONDITION. The Parties have not made, do not make and specifically negate and disclaim any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to,

concerning or with respect the real property and improvements referenced in this Agreement. The Parties, and each of them, further acknowledge and agree that having been given the opportunity to inspect the properties referenced in this agreement (including, without limitation, title information), the Parties are relying solely on their own investigations of the properties referenced in this Agreement and review of such information and documentation, and not on any information provided or to be provided by another Parties.

The Parties, and each of them, further acknowledge and agree that to the maximum extent permitted by law, the conveyances of the Rancho Potrero Equestrian Property, including any and all improvements thereon, as well as the Library Site Property, are made on an "as is" and "where is" and "with all faults" condition and basis, and that the Parties have no obligation to any other Party herein to make repairs, replacements or improvements or otherwise remedy any matter affecting the condition of the properties referenced in this Agreement.

5) Mutual Release of Liability and Claims.

a) Mutual Releases and Hold Harmless. Upon completion of the conveyances and transfers described in this Agreement, and except for the covenants, representations, warranties, and obligations specifically set forth under this Agreement, each of the Parties hereto, inclusive of their Related Parties, hereby generally and specifically relieve, release and forever discharge the other Parties hereto, and each of them, and each of their respective Related Parties, from any and all actions, appeals, claims, causes of action, disputes, debts, liabilities, demands, judgments, accounts, obligations, promises, acts, agreements, costs, expenses, attorneys' fees and damages, of any kind or nature, whether known or unknown, suspected or unsuspected ("Claims"), arising out of, or related to the properties referred to in this Agreement, inclusive of the Rancho Potrero Equestrian Property, the Equestrian Center Improvements, the Olympia Farms Site property and the Library Site property, including without limitation any Claims arising out of, or related to said properties that were or could have been asserted against any Party hereto, or their respective Related Parties.

b) WAIVER OF CALIFORNIA CIVIL CODE SECTION 1542. COSCA, CITY and CRPD, and each of them, acknowledge and agree that the releases set forth in this Section 5 are mutual releases. The Parties expressly waive any benefits that California Civil Code section 1542, or any other laws, legal decisions or legal principles of similar effect, might provide, either now or in the future.

California Civil Code section 1542 provides:

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

The Parties hereto, and each of them, represent that they have read California Civil Code section 1542, and hereby acknowledge that its operation and effect have been explained to them by independent counsel. The Parties further represent, acknowledge and agree that this waiver of rights under California Civil Code section 1542 has been separately bargained for and is an essential and material term of this Agreement.

6) Miscellaneous.

- a) CEQA. The execution hereof, by CITY, COSCA and CRPD only change the ownership of the properties described and terminates certain leases and does not alter or change any existing use or authorize any construction or new activity and therefore has no foreseeable environmental impact or effect and does not trigger any CEQA Processing under the California Environmental Quality Act, California Public Resources Code, Section 21000, et seq. ("CEQA").
- b) Copies of Relative Documents. Prior to the March ____, 2021 Deed execution date, each grantor Party shall have delivered to the grantee Party copies of all written information in such Party's possession with respect to the property to be transferred, including all reports, test results, maps and other written information in such grantor Party's possession with respect to such property, including all reports, maps and other written information, if any, which relate to the condition of the property.
- c) Third Parties. Except as otherwise expressly provided for in this Agreement, no rights shall inure to any third party from the obligations, representations and agreements of the Parties made in this Agreement.
- d) Related Parties Definition. As used in this Agreement, the term "**Related Parties**" shall be defined as a given Party's past, present and future successors, predecessors, affiliates, joint venturers, principals, officers, directors, trustees, shareholders, parents, subsidiaries, assigns, partners, employees, agents, representatives, owners, members, board members, trustees, attorneys, sureties and insurers.
- e) Legal Advice. Each Party acknowledges and agrees that it has received legal advice from counsel of its own choice with respect to the advisability of making the settlement provided for herein, and with respect to the advisability of executing this Agreement. Each Party further acknowledges that it has voluntarily and knowingly executed this Agreement.
- f) Interpretation of Agreement. This Agreement is to be construed fairly and not in favor of or against any Party, regardless of which Party or Parties drafted or participated in the drafting of its terms. Any rule of construction that a document is to be construed against the drafting Party shall not be applicable to this Agreement. This portion of this Agreement, like all other portions, was subject to negotiation.

- g) Final Agreement. This Agreement (including without limitation the Exhibits hereto) contains the entire agreement and understanding concerning the subject matter among the Parties and supersedes all prior and contemporaneous oral and written agreements and discussions. Each Party hereto acknowledges that no other Party or any agent or attorney of any of the Parties has made any promise, representation or warranty whatsoever, express or implied, not contained herein concerning the subject matter hereof to induce any Party to execute this Agreement in reliance upon any such promise, representation, or warranty not contained herein. This Agreement may not be modified or amended unless all of the Parties to this Agreement execute a written amendment thereto or modification thereof.
- h) Investigation. Each Party to this Agreement has read this Agreement and understands the contents hereof and has made such investigation of the facts pertaining to this Agreement and of all the matters pertaining thereto as it deems necessary. Prior to each Parties' execution and delivery hereof, each Party has had an opportunity to review a Preliminary Title Report for the respective parcels and has approved of all matters of record affecting title to such parcels.
- i) Cooperation in Transfer. Each of the Parties shall execute and prepare such forms and documents normally associated or required by law for the transfer of ownership of real property as contemplated herein, such as any required: nonforeign transferor declaration (the "Nonforeign Transferor Declaration (City)"), California state tax withholding certificate in accordance with the requirements of California Revenue and Taxation Code Section 18668 (the "California Tax Certificate (City)"). Each Party will also, whenever and as often as it shall be requested to do so by the other Party, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any and all such further forms, conveyances, assignments, approvals, consents and any and all other documents and do any and all other acts as may be reasonably necessary to carry out the intent and purpose of this Agreement.
- j) Successors and Assigns. The provisions of this Agreement shall be deemed to obligate, extend to, and inure to the benefit of the legal predecessors, successors, assigns, transferees, grantees and heirs of each of Party to this Agreement, and to their respective agents, employees, attorneys, representatives, officers, and directors.
- k) No Waiver. Failure to insist on compliance with any term, covenant or condition contained in this Agreement shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power contained in this Agreement at any one time or more

times be deemed a waiver or relinquishment of any right or power at any other time or times.

- l) Authority. Each of the undersigned in executing this Agreement represents and warrants that it has full authority and legal power to represent and execute this Agreement on behalf of itself and its Related Parties, and that such party's signature hereon shall be binding thereon.
- m) Severability. In the event that any provision of this Agreement shall be held to be void, voidable or unenforceable, the remaining portions thereof shall remain in full force and effect.
- n) Governing Law. This Agreement has been executed in the State of California. This Agreement and the rights and obligations of the Parties hereto under this Agreement shall be construed and enforced in accordance with and governed by the internal laws of the State of California without regard for conflict of law provisions.
- o) Headings. The headings and the order in which the paragraphs appear in this Agreement have no significance whatsoever.
- p) Notices. Any notice, request, demand or other communication which is required or may be given under or in connection with this Agreement shall be in writing and shall be deemed to have been duly given if mailed by certified or registered mail, return receipt requested, by personal delivery by overnight delivery service (e.g. Federal Express), addressed as follows:

If to COSCA:

BRIAN STARK
COSCA Administrator
Conejo Open Space Conservation Agency
2100 Thousand Oaks Blvd.
Thousand Oaks, CA 91362
Tel: (805) 449-2345
Email: bstark@toaks.org

If to CITY:

ANDREW POWERS
City Manager
City of Thousand Oaks
2100 Thousand Oaks Blvd.
Thousand Oaks, CA 91362
Tel: (805) 449-2121
Email: apowers@toaks.org

If to CRPD:

JIM FRIEDL
General Manager
Conejo Recreation and Park District
403 W. Hillcrest Drive
Thousand Oaks, CA 91360
Tel: (805) 495-6471
Email: jfriedl@crpd.org

Notices, demands, consents, approvals, and other communications which are mailed by certified or registered mail shall be given when delivered; provided, however, that if any such notice or other communication shall also be sent by facsimile machine, such notice shall be deemed given at the time and on the date of machine transmittal if the sending party receives a written send verification on its machines and forwards a copy thereof with its mailed or courier delivered notice or communication.

- q) Time. Time is of the essence in the performance of this Agreement.
- r) Counterparts. This Agreement may be executed and delivered in two or more counterparts, each of which when so executed and delivered shall be the original, but such counterparts together shall constitute but one and the same instrument. Electronic or facsimile signatures shall be deemed original signatures.
- s) Attorneys' Fees. If any Party brings an action against any other Party to enforce, interpret, or for breach of, this Agreement, the prevailing Party (as determined by the arbitrator or court adjudicating such action), shall be entitled to an award of all reasonable costs, fees and expenses of counsel from the non-prevailing Party whether or not such action results in a final judgment in favor such Party.

Signature Page to follow

I HAVE READ THE FOREGOING AGREEMENT AND FULLY UNDERSTAND AND ACCEPT IT.

DATED: _____, 2021

CONEJO RECREATION AND PARK DISTRICT, a California special district

By: _____
JIM FRIEDL
General Manager

DATED: _____, 2021

CITY OF THOUSAND OAKS, a municipal corporation

By: _____
ANDREW P. POWERS
City Manager

DATED: _____, 2021

CONEJO OPEN SPACE CONSERVATION AUTHORITY, a joint power agency

By: _____
BRIAN STARK
COSCA Administrator

Attest:

CYNTHIA M. RODRIGUEZ
City Clerk

Approved As To Form:

David Womack, Assistant City Attorney

EXHIBIT A

RESOLUTION NO. 2010-028

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF THOUSAND OAKS APPROVING
SPECIFIC PLAN 19 (RANCHO POTRERO) **SP 2007-
70045** (APPLICANT: CITY OF THOUSAND OAKS)

WHEREAS, a specific plan is a tool for implementing a general plan within a portion of the area covered by the general plan; and

WHEREAS, on March 6, 2007, the Thousand Oaks City Council initiated SP 2007-70045 (Specific Plan 19 - Ranch Potrero), for the purpose of developing a land management plan for the 326-acre Rancho Potrero property, located on the south side of Lynn Road opposite Via Andrea; and,

WHEREAS, On January 8, 2008, the Thousand Oaks City Council, Conejo Recreation and Park District Board of Directors and the Conejo Open Space Conservation Agency Board of Directors jointly approved a conceptual plan for the Rancho Potrero property, to serve as a guide for the preparation of said Specific Plan; and,

WHEREAS, on March 22, 2010, the Planning Commission, upon giving the required notice, did conduct a duly advertised public hearing as prescribed by law to consider Specific Plan 19 and recommended that the City Council approve said application; and,

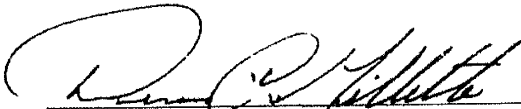
WHEREAS, upon notice duly given, a public hearing was held at a regular meeting of the City Council of the City of Thousand Oaks on April 27, 2010, at which time evidence, both oral and written, including a City Staff Report and exhibits, and the associated Final Mitigated Negative Declaration (MND) No. 253 and Mitigation Monitoring Plan were presented and received, and testimony was heard from all interested persons appearing in the matter; and

WHEREAS, a resolution is required to formalize Council action, this resolution is adopted for that purpose and reflects the action of a majority of the members of the City Council in rendering a decision on the matter at the regular meeting of April 27, 2010.

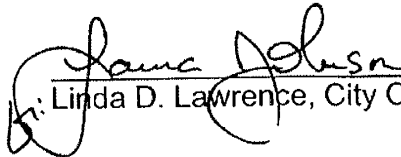
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Thousand Oaks that Final MND No 253 and the associated Mitigation Monitoring Plan are approved, and that SP 2007-70045 is approved as set forth in the document entitled "Rancho Potrero Specific Plan No. 19" dated April 27, 2010, attached hereto as Exhibit A, based on the following findings:

1. Specific Plan 19 is consistent with the Thousand Oaks General Plan.
2. Final MND No. 253 reflects the independent judgment of the City of Thousand Oaks and it is found, on the basis of the Initial Study and any comments received, that with mitigation there is no substantial evidence that the project will have a significant effect on the environment.
3. Mitigation measures identified in Final MND 253 are provided as recommended conditions of approval, and are fully enforceable through permit conditions, agreements or other measures.
4. Specific Plan 19 will serve to preserve open space, with an area adjacent to Lynn Road reserved for an equestrian center, which is consistent with General Plan goals of preserving the spaciousness and attractiveness of the Conejo Valley, providing and maintaining a system of natural open space and trails, and providing recreational opportunities consonant with community expectations.
5. Specific Plan No. 19 is consistent with the principles for land management and ownership and conceptual plan endorsed by the City Council, Conejo Recreation and Park District Board of Directors, and Conejo Open Space Conservation Agency Board of Directors.

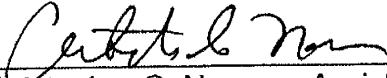
PASSED AND ADOPTED this 27th day of April, 2010.


Dennis C. Gillette, Mayor
City of Thousand Oaks, California

ATTEST:

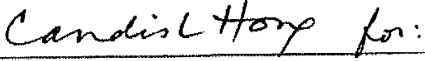

Linda D. Lawrence, City Clerk

APPROVED AS TO FORM:



Christopher G. Norman, Assistant City Attorney

APPROVED AS TO ADMINISTRATION:



Scott Mitnick, City Manager

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF VENTURA) SS.
CITY OF THOUSAND OAKS)

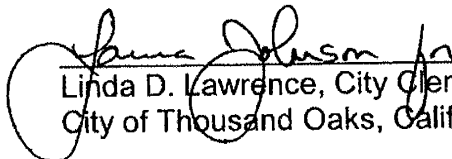
I, LINDA D. LAWRENCE, City Clerk of the City of Thousand Oaks, DO HEREBY CERTIFY that the foregoing is a full, true, and correct copy of Resolution No. 2010-028, which was duly and regularly passed and adopted by said City Council at a regular meeting held April 27, 2010, by the following vote:

AYES: Councilmembers Glancy, Bill-de la Peña, Fox, and Mayor Gillette

NOES: None

ABSENT: Councilmember Irwin

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Thousand Oaks, California.



Linda D. Lawrence, City Clerk
City of Thousand Oaks, California

Exhibit A



RANCHO POTRERO Specific Plan No. 19

April 27, 2010

CITY OF THOUSAND OAKS
Community Development Department

**RANCHO POTRERO
SPECIFIC PLAN No. 19**

Adopted
April 27, 2010

**CITY OF THOUSAND OAKS
Community Development Department
2100 E. Thousand Oaks Boulevard
Thousand Oaks CA 91362**

John C. Prescott AICP, Community Development Director
Mark A. Towne AICP, Deputy Director/City Planner

Prepared by Gregory P. Smith, Senior Planner

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Exhibits

- Exhibit A: Rancho Potrero Specific Plan 19 Land Use Exhibit
- Exhibit B: U.S. Army Corps of Engineers Conservation Easement

I. AUTHORITY

Rancho Potrero Specific Plan No. 19 is approved in accordance with, and is authorized by, Sections 65450 through 65457 of the State of California Government Code and Sections 9-2.401 through 9-2.403 of the Thousand Oaks Municipal Code. Final Mitigated Negative Declaration (MND) No. 253, which analyzed the potential environmental effects of this Specific Plan, and its related General Plan Amendment, Pre-Zoning, Sphere of Influence amendment, and Annexation was approved by the City Council before approving this Specific Plan. The Specific Plan is consistent with the Thousand Oaks General Plan, and is a tool for implementing the policies of the General Plan, specifically the Open Space and Conservation Elements of the General Plan. This Specific Plan shall become effective upon annexation of the Specific Plan area to the City of Thousand Oaks.

II. LOCATION AND BOUNDARIES

Rancho Potrero encompasses 326 acres of land, located along the south side of Lynn Road, opposite the intersection of Via Andrea and the Dos Vientos Ranch development, as shown in Figure 1 on the next page. The Specific Plan includes Assessor's Parcel Numbers 694-0-060-285 and 694-0-060-305.

III. PURPOSE AND INTENT

In 1993, the Conejo Recreation and Park District (CRPD) and the City of Thousand Oaks jointly financed the purchase of the subject property from private interests. The purpose of the acquisition was to preclude residential development of the land and achieve appropriate public use.

Title to the majority of the property (306 acres) is currently held in trust for the City and CRPD by the Mountains Recreation and Conservation Authority (MRCA). The remaining 20 acres, occupied by an equestrian center, is owned by the Conejo Open Space Conservation Agency, a joint powers authority between CRPD and the City.

Rancho Potrero Specific Plan No. 19 is the vehicle for establishing and implementing appropriate planning and management of this property in accordance with the design standards and land use regulations set forth herein.

The basic objective of the Specific Plan is to ensure the long-term use and management of the majority of the property as open space, with limited areas set aside for compatible recreational and equestrian center uses.

Unless specifically waived or modified herein, all applicable regulations of the Thousand Oaks Municipal Code, and all other resolutions and policies related to land use shall apply to the Specific Plan area.

Related Legislative Actions

Specific Plan No. 19 is related to concurrent legislative actions, including (1) General Plan amendment LU 2007-70060, an amendment to the Land Use Element of the General Plan to expand the City's Planning Area by approximately 156 acres to include the southerly portion of the Specific Plan area and designate it as "Existing Parks, Golf Courses, Open Space"; and (2) pre-zoning application Z 2007-70773 to pre-zone 306 acres as Open Space (OS), and the 20-acre equestrian center as Public, Quasi-Public, and Institutional Lands and Facilities (P-L).

Also related to the Specific Plan is a proposal, which must be approved by the Ventura County Local Agency Formation Commission (LAFCO) to expand the Spheres of Influence of the City of Thousand Oaks and the Conejo Recreation and Park District to include the Specific Plan area, and also annex the Specific Plan area to both the City of Thousand Oaks and the Conejo Recreation and Park District and detach it from the Ventura County Resource Conservation District (ANX 2007-70061). The Specific Plan area is contiguous to the present Sphere of Influence boundary, the City limits, and the CRPD boundary.

The City's "Area of Interest" is coterminous with the City's Planning Area boundary in this area. The proposal submitted to LAFCO also will include a request to adjust the Area of Interest boundary in the same manner as described above for the Planning Area boundary. This action will also align both of those boundaries with the proposed City limits and Sphere of Influence boundary.

IV. SPECIFIC PLAN SETTING

Natural Features

The most significant topographic feature within the Specific Plan area is an east-west trending ridgeline midway through the Specific Plan area that flanks the southerly edge of Potrero Valley. The terrain drops off steeply and becomes very rugged within the southerly portion of the Specific Plan area.

North of the ridgeline, the terrain within the Specific Plan is more gently sloping, becoming nearly level adjoining Lynn Road. Several small knolls

dot the intervening landscape, including a prominent hill situated at the westerly edge of the Specific Plan area.

Elevations range from approximately 770 feet above sea level along the southern property boundary to approximately 900 feet along the northern boundary, with a maximum of 1,120 feet on the ridgeline.

Wildlife

Seventeen (17) species of wildlife that are considered "sensitive", or of "special concern" to the California Department of Fish and Game and U.S. Fish and Wildlife Service are considered likely to occur on-site given the presence of a combination of suitable habitat, year-round water and large contiguous areas of natural open space within the Santa Monica Mountains.

The Conservation Element of the Thousand Oaks General Plan has identified Rancho Potrero as part of a regionally significant wildlife movement corridor, which increases its importance to species that tend to have larger ranges or territories such as mule deer, coyote, fox, bobcat and mountain lion.

In addition, extensive grasslands found in the lowland portions of the site are particularly important to birds of prey including eagles, hawks, owls, falcons and kites. A comprehensive resource inventory of the Rancho Potrero property is available for public review under separate cover, which includes detailed maps, as well as descriptions of sensitive plant and animal species, habitats and wildlife pathways.

Jurisdictional Wetlands

In 1999 a wetland and riparian re-vegetation project was undertaken on-site that significantly expanded these habitats within a tributary drainage to the South Branch of the Arroyo Conejo Creek. Identified as Sub-Area 7 within Specific Plan No. 19, this area is approximately 11 acres in size and is permanently preserved through a conservation easement granted by the Mountains Recreation Conservation Authority to the U.S. Army Corps of Engineers (Exhibit B).

Existing Equestrian Center

An equestrian facility that previously operated on the Dos Vientos Ranch was moved to Rancho Potrero in 1995. It is now operated by a private vendor under a sub-lease from the City of Thousand Oaks, which in turn leases the property from COSCA. The equestrian center provides for horse boarding, riding lessons, horse rental and special equestrian events.

Regional Setting

The National Park Service owns the land immediately to the south and east of Rancho Potrero, which is part of the Santa Monica Mountains National Recreation Area (SMMNRA). Point Mugu State Park is located south of these National Park Service parcels, and within about half a mile of the Specific Plan area.

Rancho Potrero is located within the boundaries of the Santa Monica Mountains Comprehensive Plan (SMMCP), which was adopted in 1979 and endorsed by the City of Thousand Oaks in City Council Resolution 79-158. The principal goal of this Plan is "to establish a comprehensive and specific plan for the future development of the Santa Monica Mountains consistent with the conservation and preservation of that resource".

Specific Plan 19 is consistent with this goal since its primary function is to ensure that the vast majority of the Rancho Potrero property will remain as natural open space, with only limited recreational use permitted.

V. LAND MANAGEMENT PLAN

For purposes of more precise planning and regulation, the Specific Plan area has been divided into a number of Sub-Areas, the location and boundaries of which are depicted on the attached Exhibit A, the Land Use Exhibit.

Overview of Permitted Facilities and Uses

The majority of the Rancho Potrero property (approximately 306 acres in Sub-Areas 1 through 4 and 7 through 10) is planned as permanent natural open space, owned and managed by COSCA. These Sub-Areas shall be subject to the COSCA Management Policies and Guidelines.

Except for the equestrian center (Sub-Area 6), no vehicular access shall be permitted on existing or temporary roads except for emergencies, routine maintenance, ranger patrols, and other permitted activities. The principal means of public access will be provided by a multi-use trail system with only limited parking available at designated locations, such as trailheads. Limited facilities will also be provided to accommodate group picnics, outdoor education, and other scheduled activities managed by the Conejo Recreation and Park District.

The equestrian center (Sub-Area 6, directly adjacent to Lynn Road) was established pursuant to a Special Use Permit issued by the City of Thousand Oaks. This is a permitted use for this Sub-Area under Specific Plan 19.

Sub-Area 9, located within the open space area near the easterly boundary of the Specific Plan, adjacent to Rancho Sierra Vista, is designated as the location of a shade/picnic structure to accommodate a maximum of approximately 60 people at any one time. Restrooms necessary to serve this Sub-Area are permitted at this location as well. Public access from adjacent Rancho Sierra Vista would be provided in a future phase, which would include a small expansion of the existing parking lot on that property, and certain landscape and other enhancements as approved by the National Park Service. Most people would walk to Sub-Area 9 from the parking lot. A controlled-access limited-use service road from the parking lot is also planned in a future phase. This road could also be used for disabled access.

VI. SUB-AREA REGULATIONS

The following regulations regarding permitted facilities, uses and design standards are specifically established for the Sub-Areas within Specific Plan 19 in order to:

- 1) Ensure that any permitted facilities or uses are compatible with the intent and purposes of the policies set forth in the Land Use, Conservation and Open Space Elements of the Thousand Oaks General Plan;
- 2) Recognize and protect the intrinsic ecological value of the surrounding Santa Monica Mountains;
- 3) Ensure that facilities and structures will be compatible with, and have a minimal impact on, adjacent or nearby land.

General

Unless stated otherwise herein, land within Sub-Areas 1 through 5 and 7 through 10 shall be governed by the regulations of the City's Open Space (OS) Zone, and use of land within Sub-Area 6 shall be limited as set forth herein and shall comply also with the applicable development standards of the City's Public, Quasi-Public and Institutional Lands and Facilities (P-L) Zone and a City-issued Special Use Permit. This Specific Plan shall constitute the land use entitlement for facilities identified in the other Sub-Areas of the Specific Plan. All such facilities shall be subject to the restrictions and conditions set forth herein.

Sub-Area 1 (Picnic Grove and Related Uses)

Permitted Facilities:

- (a) Ride-in corral, landscaped picnic grove, portable public restroom, outdoor classroom (benches only) native plant garden;
- (b) Multi-use trails and hitch-racks;
- (c) Minimal signage for regulatory and directional purposes;
- (d) Recycling and regular trash containers to minimize littering;
- (e) Existing paved or unpaved roads in order to provide emergency access and facilitate ranger patrols; and
- (f) Water laterals sized to meet the minimum requirements for landscape irrigation, equestrian and public use.

Permitted Uses:

- (a) Group picnics, outdoor educational programs, equestrian activities, and similar uses;
- (b) Conservation, nature study and habitat restoration;
- (c) Only other similar uses that are permitted uses identified in the City's Open Space (OS) Zone and are also determined to be consistent with the Specific Plan by the Community Development Director or designee.

Design Standards:

- (a) All permanent structures shall be of rustic design that harmonizes with the natural environment in terms of color, construction materials and placement on-site;
- (b) Potential impacts to native vegetation, sensitive wildlife habitats and natural landform contours shall be avoided to the maximum degree feasible;
- (c) Landscape materials shall be drought-tolerant and consist entirely of native plant species;
- (d) Brush clearance, if necessary, shall be restricted to the removal of non-native vegetation to the extent feasible, and shall retain

specimen native plants in accordance with Fire Protection District standards.

Sub-Areas 2, 3 and 4 (Picnic Areas)

Permitted Facilities:

- (a) Picnic tables;
- (b) Hitch-racks; and
- (c) Minimal signage for regulatory and directional purposes.

Permitted Uses:

- (a) Passive recreational activities,
- (b) Only other similar uses that are permitted uses identified in the City's Open Space (OS) Zone and area also determined to be consistent with the Specific Plan by the Community Development Director or designee.

Sub-Area 5 (Trailhead)

Permitted Facilities:

- (a) Parking area capable of accommodating approximately 30 vehicles, including horse trailers;
- (b) Public restrooms;
- (c) Trails, trailhead kiosks and interpretative displays;
- (d) Minimum regulatory and directional signage; and
- (e) Accessory facilities incidental to, or a functional component of, any permitted facility.

Permitted Uses:

- (a) Vehicle parking for trail users;
- (b) Only other similar uses that are permitted uses identified in the City's Open Space (OS) Zone and area also determined to be consistent with the Specific Plan by the Community Development Director or designee.

Design Standards:

- (a) All permanent structures (e.g., kiosks, displays, signage) shall be of a rustic design that harmonizes and blends with the natural environment in terms of color, construction materials and placement on-site;
- (b) Landscape materials shall be drought tolerant and consist entirely of native species;
- (c) Bio-filtration technology shall be used to retain and treat nuisance water runoff from the parking lot area; and
- (d) Water and wastewater laterals sized to meet minimum infrastructure requirements. Alternative technologies may be utilized in lieu of a wastewater lateral if feasible.

Sub-Area 6 (Equestrian Center)

Use, placement and construction of facilities within Sub-Area 6 shall require approval of a Special Use Permit (SUP) by the City of Thousand Oaks, and shall comply with the conditions of that permit and the following standards:

Permitted Facilities:

- (a) Roads, trails, walkways and bridle-paths in order to facilitate public and equestrian access and accommodate permitted activities;
- (b) Fencing, corrals, arenas, stalls, tack sheds, storage bins, barns and shade structures for livestock and equestrian center users;
- (c) Caretaker's residence and business office;
- (d) Restrooms for users of the equestrian center; and
- (e) Public access to the adjacent trailhead in Sub-Area 5.
- (f) Accessory facilities incidental to, or a functional component of, any permitted use.

Permitted Uses:

Use within Sub-Area 6 is limited to a public equestrian center which may comprise the following components subject to a City-approved Special Use Permit:

- (a) The boarding of domestic livestock, including horses, cattle, sheep, and other livestock authorized by the Special Use Permit;
- (b) Rental and concessionaire services for the purpose of providing equestrian instruction, equine training and trail riding opportunities to the general public;
- (c) On-site storage of livestock feed, tack and equipment used to operate the equestrian center;
- (d) Officially-sanctioned special equestrian events and activities; and
- (e) Other compatible activities associated with the operation of an equestrian center as determined by the Community Development Director or designee to be consistent with this Specific Plan and the City-approved Special Use Permit.

Design Standards:

- (a) All permanent structures shall be of rustic design that harmonizes and blends with the natural environment in terms of color, construction materials and placement on-site;
- (b) Exterior lighting shall be the minimum necessary to ensure public safety and shall be controlled to prevent any spillover into adjacent natural open space areas or nearby residential areas;
- (c) Landscape materials shall be drought-tolerant and consist predominantly of native species;
- (d) Bio-filtration technology shall be used to retain and treat nuisance water runoff from the site;
- (e) Storage containers for animal waste and other refuse shall be appropriately screened from public view;
- (f) Wherever feasible to do so, permanent structures shall incorporate adequate setbacks from natural open spaces areas in

order to minimize, or avoid, brush clearance for fire control purposes; and

- (g) Brush clearance, if necessary, shall be restricted to the removal of non-native vegetation to the extent feasible, and shall retain specimen native plants. In accordance with Fire Protection District standards.

Sub-Area 7 (Conservation Easement)

Permitted Facilities:

- (a) No construction of trails, roads, or structures of any kind shall be permitted pursuant to the United States Army Corps of Engineers (USACOE) / Mountains Recreation Conservation Authority (MRCA) conservation easement, other than minimal regulatory and directional signage as necessary to protect this area, or other improvements specifically allowed under the terms of the easement.

Permitted Uses:

- (a) Only those uses as defined in the conservation easement and executed between the USACOE and MRCA are permitted. Refer to Exhibit B.

Sub-Area 7a (Future Wetland Mitigation Bank)

Permitted Facilities:

- (a) Temporary roads and trails necessary for emergency access, routine maintenance, ranger patrols and other permitted uses, including disabled access and outdoor educational programs;
- (b) Temporary irrigation systems or other ancillary devices necessary for landscaping, and
- (c) Temporary signs, fencing and/or other suitable barriers necessary for resource protection.

Permitted Uses:

- (a) Conservation of native flora and fauna, and
- (b) Habitat restoration and protection.

- (c) Mitigation banking for the purpose of making suitable areas available on-site for wetland replacement; and
- (d) Temporary access for visitors with limited mobility and for outdoor education programs.

Design Standards:

- (a) Subject to regulations as set forth in Section 404 of the federal Clean Water Act, including any general or specific conditions imposed by the U.S. Army Corps of Engineers, and
- (b) Subject to regulations as set forth in California Fish and Game Code, Sections 1600-1616, including any general or specific conditions imposed by the Regional Water Quality Control Board.

Sub-Area 8 (Sensitive Resource Area)

Permitted Facilities:

- (a) Existing unpaved roads in order to accommodate emergency access, allow routine maintenance and facilitate ranger patrols;
- (b) Trails, trailhead kiosks and interpretative displays;
- (c) Minimal regulatory and directional signage along trails and at ingress and egress points to open space;
- (d) Barriers and fencing in order to protect sensitive habitats and/or archaeological resources, and
- (e) Accessory facilities incidental to, or a functional component of, any permitted use.

Permitted Uses:

- (a) Conservation of native flora and fauna;
- (b) Nature study, habitat restoration and protection;
- (c) Only other similar uses that are permitted uses identified in the City's Open Space (OS) Zone and are also determined to be consistent with the Specific Plan by the Community Development Director or designee.

Design Standards:

- (a) All structures shall be of rustic design that harmonizes with the natural environment in terms of color, construction materials and placement on-site;
- (b) Trails shall be constructed in a manner that accommodates multi-use, including providing accessibility to handicapped persons wherever feasible to do so; and
- (c) Trail alignments shall follow established pathways and natural contours as much as possible in order to avoid topographic modification.

Sub-Area 9 (Picnic/Shade Structure)

Permitted Facilities:

- (a) One shade structure to accommodate a maximum of 60 persons;
- (b) Restrooms;
- (c) Solar panels and accessory battery storage systems for the purpose of providing electrical service;
- (d) Water and wastewater laterals sized to meet minimum infrastructure requirements. Alternative technologies may be utilized in lieu of a wastewater lateral if feasible;
- (e) Un-paved roads necessary for emergency access, routine maintenance, ranger patrols and other permitted uses including disabled access and outdoor educational programs, including future connection to the National Park Service parking lot if subsequently approved by that agency;
- (f) Trails, trailhead kiosks, interpretative displays, and minimal regulatory and directional signage;
- (g) Barriers and fencing in order to protect sensitive habitats and/or archaeological resources, and
- (h) Accessory facilities incidental to, or a functional component of, any permitted use.

Permitted Uses:

- (a) Group picnics, outdoor educational programs, recreational trail use on designated trails, equestrian activities and similar uses;

- (b) Conservation, nature study and habitat restoration, and
- (c) Only other similar uses that are permitted uses identified in the City's Open Space (OS) Zone and are also determined to be consistent with the Specific Plan by the Community Development Director or designee.

Design Standards:

- (a) All permitted facilities shall be constructed of "eco-friendly" recyclable building materials and incorporate the latest "green" technologies wherever it is appropriate and feasible to do so;
- (b) Rustic ranch-style design that harmonizes with the natural environment in terms of color, construction material and placement on-site shall be preferred over other types of architecture;
- (c) Impacts to sensitive plant and animal habitats associated with site preparation and access shall be avoided to the maximum extent feasible, and
- (d) Brush clearance, if necessary, shall be restricted to the removal of non-native vegetation to the extent feasible, and shall retain specimen native plants in accordance with Ventura County Fire Protection District standards.

Sub-Area 10 (Native Grassland / Oak Savannah Restoration Area)

Permitted Facilities:

- (a) Unpaved roads and trails to provide necessary emergency access, routine maintenance, ranger patrols and other permitted uses including disabled access and outdoor educational programs;
- (b) Temporary irrigation systems or other ancillary devices necessary for landscaping;
- (c) Temporary signs, fencing and/or other suitable barriers necessary for resource protection, and.
- (d) Multi-use trails, interpretive displays, and minimal regulatory and directional signage;

Permitted Uses:

- (a) Conservation of native flora and fauna;
- (b) Habitat restoration and protection;

- (c) Temporary access for visitors with limited mobility and for outdoor education programs, and
- (d) Recreational trail use on designated trails.

Design Standards:

- (a) Trails shall be constructed in a manner that accommodates multi-use, including providing accessibility to persons of limited mobility wherever feasible to do so;
- (b) Trail alignments shall follow established pathways and natural contours as much as possible in order to avoid topographic modification;
- (c) Revegetation in conjunction with habitat restoration shall consist only of native plant species found within the Santa Monica Mountains;
- (d) Existing native plant communities shall not be type-converted to different species composition unless historical and botanical evidence supports such a change; and
- (e) Eradication of non-native plant species shall occur only after appropriate consultations with local, state and federal agencies with jurisdiction over the resources or expertise in plant ecology.

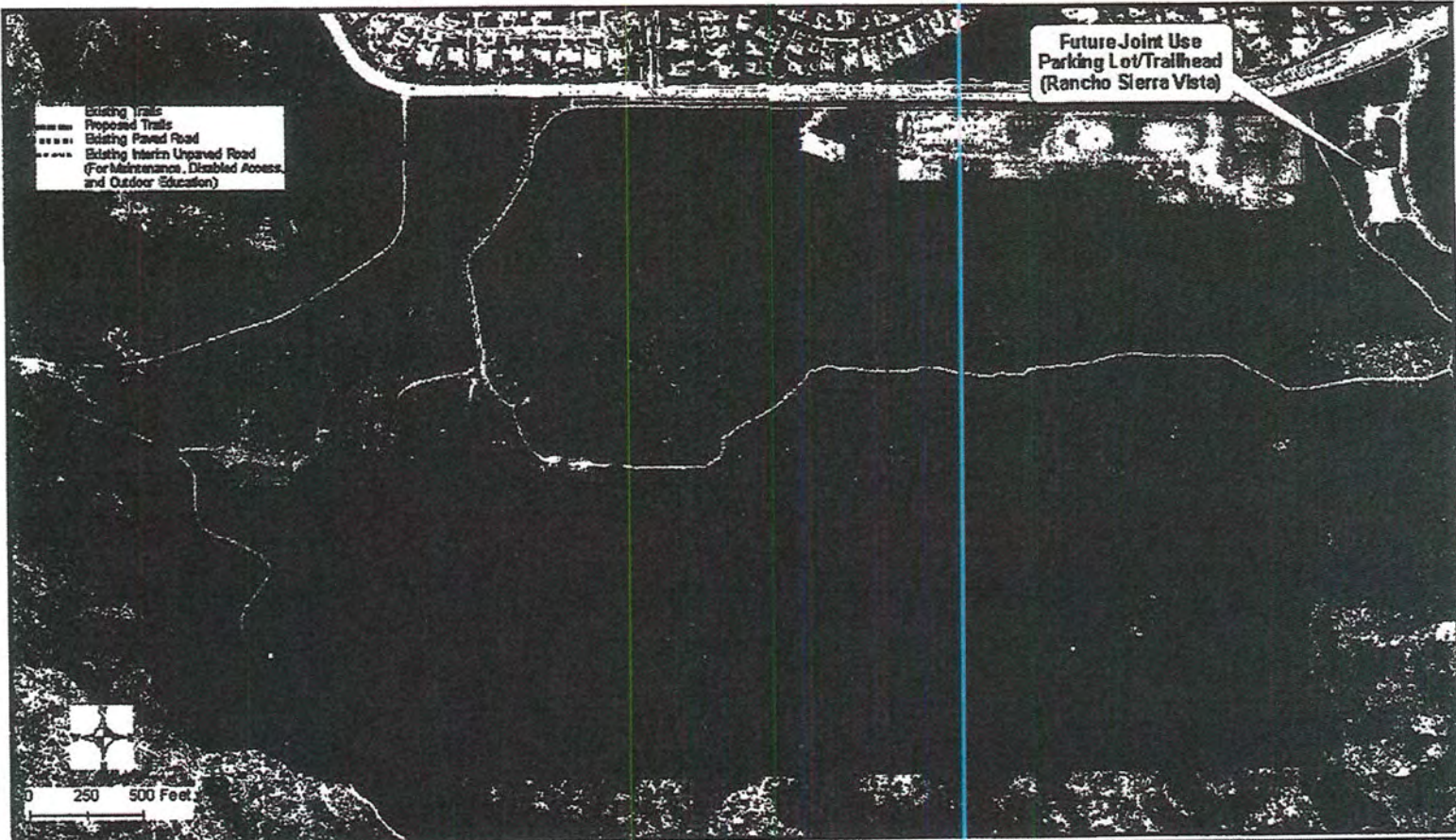
VII. IMPLEMENTATION

Specific Plan No. 19 is the land management plan for Rancho Potrero. It provides detailed regulations and limitations for facilities and uses within the Specific Plan area. Accordingly, all improvements and facilities authorized herein may be installed in compliance with the regulations of this Specific Plan subject only to the issuance of building permits, when required. The use of Sub-Area 6 (Equestrian Center) shall also be governed by the terms and conditions of a City-approved Special Use Permit, which shall be consistent with this Specific Plan.

Rules established for the public enjoyment of Rancho Potrero shall be consistent with and serve to implement the provisions of this Specific Plan.

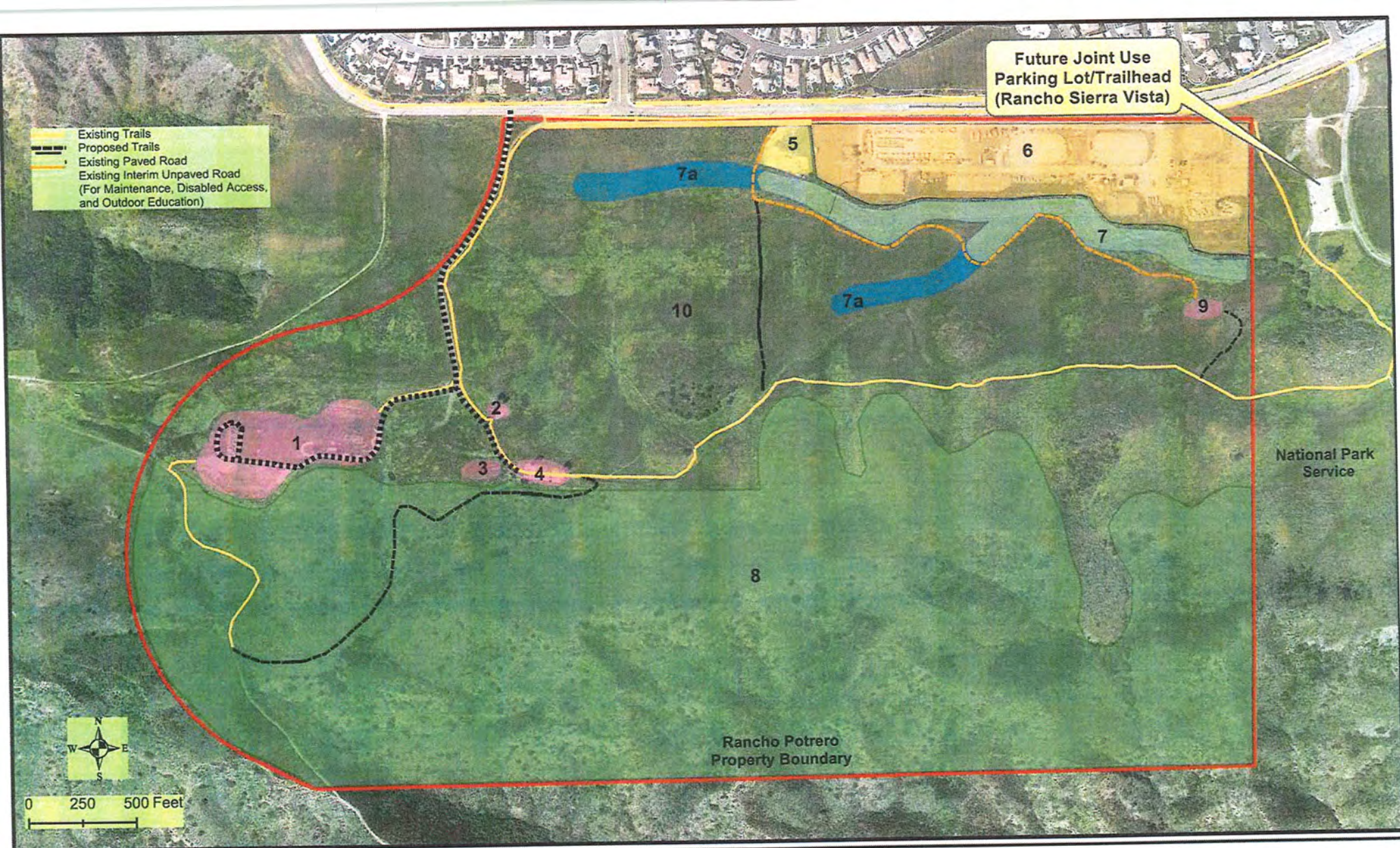
VIII. AMENDMENTS

Amendments to Specific Plan 19 shall be considered in the manner specified by California Government Code Section 65453.



<p>Sub Area 1 Landscaped Picnic Grove Portable Restroom/Ride-in Corral Outdoor Classroom (benches only) Native Plant Garden</p> <p>Sub Areas 2, 3, and 4 Picnic Table Sites</p> <p>Sub Area 6 Equestrian Facility</p>	<p>Sub Area 5 Trailhead Access Public Restrooms Parking (30 cars including horse trailers)</p> <p>Sub Area 7 Conservation Easement</p> <p>Sub Area 7a Future Wetland Mitigation Bank</p>	<p>Sub Area 8 Sensitive Resource Area</p> <p>Sub Area 9 Public Restrooms Interpretative Kiosks Rustic Shade Structure (60-person max. capacity)</p>	<p>Sub Area 10 Native Grassland/Oak Savannah Revegetation Area</p>	<p align="center">Rancho Potrero Specific Plan No. 19 Land Use Exhibit</p> <p align="right">u:\totv\chua\sp_19_exhibits\ranchoPotrero2aLU1.mxd</p>
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Exhibit A



Sub Area 1
 Landscaped Picnic Grove
 Portable Restroom/Ride-in Corral
 Outdoor Classroom (benches only)
 Native Plant Garden

Sub Areas 2, 3, and 4
 Picnic Table Sites

Sub Area 6
 Equestrian Facility

Sub Area 5
 Trailhead Access
 Public Restrooms
 Parking (30 cars including horse trailers)

Sub Area 7
 Conservation Easement

Sub Area 7a
 Future Wetland Mitigation Bank

Sub Area 8
 Sensitive Resource Area

Sub Area 9
 Public Restrooms
 Interpretative Kiosks
 Rustic Shade Structure (60-person max. capacity)

Sub Area 10
 Native Grassland/Oak Savannah Revegetation Area

Rancho Potrero Specific Plan No. 19 Land Use Exhibit

Exhibit B

U.S. Army Corps of Engineers Conservation Easement

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97-153906

Rec Fee 55.00
CCP 20.00
Check 75.00

Recorded
Official Records
County of
Ventura
Richard D. Dean
Recorder
3:03pm 14-Nov-97

RECORDING REQUESTED BY:

MAIL TO

MRCA
3810 Ramirez Canyon Rd
Antelope, CA
95625

DD 17

Space Above Line for Recorder's Use Only

CONSERVATION EASEMENT DEED
(Portion of Broome Ranch)

THIS CONSERVATION EASEMENT DEED is made this 13 day of November, 1997, by Mountains Recreation Conservation Authority, (MRCA), ("Grantor") in favor of United States of America ("Grantee"), acting through the Army Corps of Engineers, (ACOE), with reference to the following facts

R E C I T A L S

A Grantor is the sole owner in fee simple of certain real property in the County of Ventura, State of California, more particularly described as:

A portion of the real property commonly known as the "Broome Ranch" legally described as set forth in Exhibit "A" which is attached hereto and incorporated herein by reference as set forth in full.

This Conservation Easement shall be over the portion of the Broome Ranch as set forth in Exhibit "B" which is attached hereto and incorporated herein by reference as set forth in full. The map which is attached hereto as Exhibit "C" reflects the final configuration and location of the mitigation site and the buffer zone. The "Property" herein shall mean the real property reflected on Exhibits "B and C."

B. Grantee believes that the Property possesses wildlife and habitat values (collectively, "conservation values") of great importance to Grantee, the people of the United States of America:

C. Grantee believes that the Property possesses a high quality habitat for riparian, and wetland species; and

D The ACOE has jurisdiction pursuant to the 33 U.S.C. Section 1344 and 33 CFR Part 320-330. The purpose of the Clean Water Act is to restore and maintain the chemical, physical and biological integrity of the Nation's waters. 33 U.S.C. 1251. This Conservation Easement is providing mitigation for impacts to "waters of the United States." and is granted to satisfy a special condition of Section 404 permit 91-505400-LM issued by the U.S. Army Corps of Engineers pursuant to its authority under the Federal Clean Water Act (33 U.S.C. 1344). Permit No. 91-505400-LM was issued to Mr. Albert Cohan, on January 21, 1997, and authorized grading and temporary water diversion activities in Conejo Mountain Creek and the South Branch Arroyo Conejo in association with the development of a mixed used residential and commercial subdivision in Tentative Tract 4862 (Cohan Development). The permit special condition required that Mr. Cohan provide compensatory mitigation through offsite replacement and enhancement through creation of approximately 4.0 acres of wetland riparian resources in permanent open space. In addition, the mitigation plan includes enhancement of a 0.7 acre of existing wetlands. A 50 foot buffer requirement has been added to ensure protection of the mitigation site from adjacent land uses.

E This Conservation Easement is granted in consideration of certain land development entitlements issued by Grantee, the City of Thousand Oaks, and state and federal agencies, to land located downstream from the Broome Ranch commonly referred to as the Cohan property, and the Property provides mitigation for certain impacts to wetland and riparian habitat associated with such entitlements and the development of the Cohan property, namely Tract 4862-2, pursuant to California Department of Fish and Game Stream bed Alteration Agreement No. 5-017-97 dated February 24, 1997, and U.S. Army Corps of Engineers Permit No. 91-505400-LM issued January 21, 1997, and the Mitigation Plan(s) created thereunder; and

COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS

NOW, THEREFORE, in consideration of the above recitals and subject to the described covenants, terms, conditions, and restrictions contained herein, and pursuant to California law, including Civil Code Section 815, the Grantors hereby grant to the Grantee a conservation easement in perpetuity over the Property, as follows:

1. Purpose. The purpose of this Conservation Easement is to ensure the Property will be retained forever in a natural condition and to prevent any use of the Property that will impair or interfere with the conservation values of the Property. Grantor intends that this Conservation Easement will confine the use of the Property to such activities, including, without limitation, those involving the preservation and enhancement of native plant and animal species and their associated habitat in a manner consistent with the purposes of this Conservation Easement.

2. Grantee's Rights. To accomplish the purposes of this conservation Easement, Grantor hereby grants and conveys the following rights to Grantee by this Conservation Easement Deed:

- (a) To preserve and protect the natural resource and conservation values of the Property;
- (b) To enter upon the Property at reasonable times in order to monitor Grantor's compliance with and to otherwise enforce the terms of this Conservation Easement, and for scientific research and interpretive purposes by Grantee or its designees, provided that Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property;
- (c) To prevent any activity on or use of the Property that is inconsistent with the terms of this Conservation Easement and to require the restoration of such areas or features of the Property that may be damaged by any act, failure to act, or any use that is inconsistent with this Conservation Easement;
- (d) All mineral and water rights necessary to protect and to sustain the biological resources of the Property; and
- (e) All present and future development rights or other uses

3. Uses of the Property

3.1 Prohibited Uses. Any activity on or use of the Property inconsistent with the purposes of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following uses by Grantor, Grantor's agents, and third parties, are expressly prohibited:

- (a) Use of herbicides, rodenticide, or weed abatement activities, incompatible fire protection activities and any and all other uses which may adversely affect the purposes of this Conservation Easement.
- (b) Use of off-road vehicles or other means of motorized access except for vehicles which are required for work relating to construction and maintenance of the mitigation site.

(c) Grazing or surface entry for exploration or extraction of minerals:

(d) Erecting of any building, billboard, sign:

(e) Depositing of soil, trash, ashes, garbage, waste, bio-solids or any other material.

(f) Excavating, dredging or removing of loam, gravel, soil, rock, sand or other material

(g) Otherwise altering the general topography of the Property, including the building of roads, altering or removing vegetation, altering or removing soil or altering the hydrologic characteristics of the Property.

(h) Removing, destroying, or cutting of trees, shrubs or other vegetation, except as required by law for (1) fire breaks, (2) prevention or treatment of disease.

3.2 Permitted Uses The following uses are permitted within the buffer area:

(a) Existing uses and structures associated with the equestrian center located on Broome Ranch.

(b) Passive recreational activities which will not alter or remove vegetation, soil or modify the general topography or hydrologic characteristics of the Property such as hiking or birdwatching.

(c) Other uses requested in writing by the grantor or its successor in interest and which are approved in writing by the ACOE.

4. Grantor's Duties. Grantor shall undertake all reasonable actions to prevent the unlawful entry and trespass by persons whose activities violate the terms of the easement and may degrade or harm the conservation values of the Property. In addition, Grantor shall undertake all reasonably necessary actions to perfect Grantee's rights under section 2 of this Conservation Easement, including but not limited to, Grantee's water rights.

5. Reserved Rights. Grantor reserves to itself, and to its personal

representatives, heirs, successors, and assigns, all rights accruing from its ownership of the Property, including the right to engage in or to permit or invite others to engage in all uses of the Property that are consistent with the purposes of this Conservation Easement

6. Grantee's Remedies. If Grantee determines that Grantor is in violation of the terms of this Conservation Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand in writing the cure of such violation. If Grantor fails to cure the violation within fifteen (15) days after receipt of said written notice and demand from Grantee, or said cure reasonably requires more than fifteen (15) days to complete and Grantor fails to begin the cure within fifteen (15) day period or fails to continue diligently to complete the cure, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce compliance by Grantor with the terms of this Conservation Easement to recover any damages to which Grantee may be entitled for violation by Grantor of the terms of this Conservation Easement and may seek to enjoin the violation, and obtain a permanent injunction. A permanent injunction may be sought without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies, or for other equitable relief, including but not limited to, the restoration of the Property to the condition in which it existed prior to any such violation or injury. Without limiting Grantor's liability therefor, Grantee may apply any damages recovered to the cost of undertaking any corrective action on the Property

If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Property, Grantee may pursue its remedies under this paragraph without waiting for the period provided for cure to expire. Grantee's rights under this paragraph apply equally to actual or threatened violations of the terms of this Conservation Easement. Grantor agrees that Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including but not limited to, the remedies set forth in Civil Code Section 815, *et. seq.*

If at any time in the future Grantor or any subsequent transferee uses or threatens to use such lands for purposes inconsistent with this Conservation Easement, notwithstanding Civil Code Section 815.7, the United States Department of

Justice, California Attorney General, or any entity or individual with a justifiable interest in the preservation of this Conservation Easement has standing as interested parties in any proceeding.

6.1 Costs of Enforcement. Any costs incurred by Grantee in successfully enforcing the terms of this Conservation Easement against Grantor, including, but not limited to, reasonable costs of suit, and reasonable attorney's fees, any costs of restoration necessitated by Grantor's violation or negligence under the terms of this Conservation Easement shall be borne by Grantor.

6.2 Grantee's Discretion. Enforcement of the terms of this Conservation Easement by Grantee and U.S. Army Corps of Engineers shall be at the discretion of Grantee acting through the U.S. Army Corps of Engineers and any forbearance by Grantee to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term of any subsequent breach of the same or any other term of this Conservation Easement or of any of Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

6.3 Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes, or from acts of third parties beyond the control of Grantor, provided Grantor has taken all reasonable steps to prevent such acts. The Grantor or other responsible parties would be required to obtain Grantee's authorization to implement emergency measures that would result in a discharge of dredged or fill material into waters of the U.S. or the removal of living vegetation.

6.4 It is understood that the Section 404 Permit No. 91-505400-LM required the permittee to submit a Conservation Easement to the U.S. Army Corps of Engineers and that approval of this Conservation Easement shall entitle the U.S. Army Corps of Engineers to enforce its provision, and that non-compliance with this Conservation Easement may

be considered a violation of the Clean Water Act.

7. Access. This Conservation Easement does not convey a general right of access to the public.

8. Costs and Liabilities. Grantor or its successors in interest retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property.

8.1. Taxes. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of this Conservation Easement, and shall furnish Grantee with satisfactory evidence of payment upon request.

8.2. Hold Harmless. Grantor shall hold harmless, indemnify, and defend Grantee and its directors, officers, employees, agents, contractors, and representative (collective "Identified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of actions, claims demands or judgments, including without limitation, reasonable attorney's fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damages to any property, resulting from any act, omission, conditions, or other matter related to or occurring on or about the Property regardless of cause, unless due to the negligence of any of the Indemnified Parties; (2) the obligations specified in sections 4, 8 and 8.1; and (3) the existence or administration of this Conservation Easement.

8.3. Condemnation. The purposes of the Conservation Easement are presumed to be the best and most necessary public use as defined at Civil Procedure Code Section 1240.680 notwithstanding Civil Procedure Code Sections 1240.690 and 1240.700.

9. Assignment. This Conservation Easement is transferable and Grantee may assign its rights and obligations under this Conservation Easement.

10. Subsequent Transfers. Grantor agrees to incorporate the terms of this Conservation Easement in any deed or other legal instrument by which Grantor divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to

Grantee of the intent to transfer of any interest at least fifteen (15) days prior to the date of such transfer. Grantee shall have the right to prevent subsequent transfer in which prospective subsequent claimants or transferees are not given notice of the covenants, terms, conditions and restrictions of this Conservation Easement. The failure of Grantor or Grantee to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforceability in any way.

11. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and be served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor: Mountain Recreation Conservation Authority
5810 Ramirez Canyon Road
Malibu, CA 90265
Tel: (310) 589-3200
Fax: (310) 589-3207

To Grantee: U.S. Army Corps of Engineers
Los Angeles District
Regulatory Branch
Ventura Field Office
2151 Alessandro Drive, Ste. 255
Ventura, CA 93001
Attn: Ms. Lisa Mangione

or to such other address as either party shall designate by written notice to the other. Notice shall be deemed effective upon delivery in the case of personal delivery or in the case of delivery by first class mail, five (5) days after deposit into the United States mail.

12. Extinguishment. This Conservation Easement may be extinguished by Grantor, and Grantee, acting through the ACOE, only by mutual written agreement upon the request of either party only after the requesting party acquires and records a perpetual conservation easement in the name of a mutually agreeable party at an alternative location, which provides conservation values that satisfy the specific mitigation purposes of this Conservation Easement as stated in Paragraph E.

13. Amendment. This Conservation Easement may be amended by Grantor and Grantee acting through the U.S. Army Corps of Engineers, only by mutual written agreement. Any such amendment shall be consistent with the purposes of this Conservation Easement and except as provided in Section 12, shall not affect its

perpetual duration. Any such amendment shall be recorded in the official records of Ventura County, State of California.

14 General Provisions.

- (a) Controlling Law. The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of California.
- (b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of the deed to effect the purpose of this Conservation Easement and the policy and purpose Civil Code Section 815. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.
- (c) Severability. If a court of competent jurisdiction voids or invalidates on its face any provision of this Conservation Easement Deed, such action shall not affect the remainder of this Conservation Easement Deed. If a court of competent jurisdiction voids or invalidates the application of any provision of this Conservation Easement to Deed to a person or circumstances such actions shall not affect the application of the provision to other persons or circumstances.
- (d) Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Easement. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment in accordance with Section 14.
- (e) No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.
- (f) Successors. The covenants, terms, conditions, and restrictions of this Conservation Easement Deed shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the

Property

- (g) Termination of Rights and Obligations. A party's rights and obligations under this Conservation Easement terminate upon transfer of the party's interest in the Conservation Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.
- (h) Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation
- (i) Counterparts. The parties may execute this instrument in two or more counterparts which shall in the aggregate be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced the recorded counterpart shall be controlling.

IN WITNESS WHEREOF Grantor and Grantee have entered into this Conservation Easement the day and year first above written.

GRANTOR:

By: *Belinda V. Faustinos*
Mountains Recreation
Conservation Authority

APPROVED AS TO FORM:

John *Rene A. Sker*
Its: General Counsel

AGREED TO BY GRANTEE:

By: _____
(Signature)

(ACKNOWLEDGMENTS)

Richard C. Schubel

(Title)

U S Army Corps of Engineers
Los Angeles District

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the conservation Easement Deed by Mountain Recreation Conservation Authority, dated ~~October~~ 11/13, 1997 to the United States of America, grantee, acting by and through its Army Corps of Engineers, (ACOE) a governmental agency (under 33 USC section 1344), is hereby accepted by: the undersigned officer on behalf of the ACOE, pursuant to authority conferred by resolution of the _____, on

and 33 CFR Part 320-330.

GRANTEE:

Richard J. Schubel
UNITED STATES OF AMERICA, by and
through the ARMY CORPS OF ENGINEERS,
By: Richard J. Schubel
Title: Chief, Regulatory Branch,
Authorized Representative

Date. 11/13/97

cao:420-90:nks.acesmt.1

ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of LOS ANGELES

} SS.

On NOVEMBER 13, 1997 before me, CYNTHIA L. SILVERMAN
(DATE) (NOTARY)

personally appeared Belinda V. Faustinos
SIGNER(S)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Cynthia L. Silverman
NOTARY'S SIGNATURE

OPTIONAL INFORMATION

The information below is not required by law. However, it could prevent fraudulent attachment of this acknowledgment to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- INDIVIDUAL
- CORPORATE OFFICER
Deputy Executive Director
TITLE(S)
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

Conservation Easement Deed
TITLE OR TYPE OF DOCUMENT

16
NUMBER OF PAGES

November 13, 1997
DATE OF DOCUMENT

OTHER _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

RIGHT THUMBPRINT
OF
SIGNER

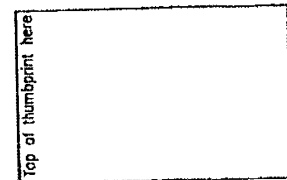


EXHIBIT "A"

DESCRIPTION

PARCEL 1:

That portion of Lot 7 of the Broome Estate Ranch, in the County of Ventura, State of California, as shown on the Map thereof filed in the office of the County Clerk of said Ventura County, in the action of Thornhill Francis Broome vs. Frances Broome, et al., (Case No. 5181) described as follows:

Commencing at the Northeast corner of said lot 7; thence along the Northerly line of said lot 7, South 89° 54' West 4455.12 feet to the true point of beginning; thence, continuing along said Northerly line,

1st: South 89° 54' West 1161.68 feet to the beginning of a curve concave Westerly and having a radius of 1000.00 feet, a radial line to said point bears North 89° 54' East thence,

2nd: Southwesterly along said curve through a central angle of 77° 36', arc distance of 1354.88 feet; thence,

3rd: Tangent to said curve, South 77° 30' West 130.00 feet to the beginning of a tangent curve, concave Easterly and having a radius of 1075.00 feet; thence,

4th: Southwesterly, Southerly and Southeasterly along said curve through a central angle of 141° 45', an arc distance of 2659.56 feet; thence,

5th: Tangent to said curve, South 65° 15' East 1650.00 feet to the beginning of a tangent curve concave Southwesterly and having a radius of 1075.00 feet; thence,

6th: Southeasterly along said curve to a line that bears South 9° 44' West from the true point of beginning; thence, along said line,

7th: North 9° 44' East to the true point of beginning.

EXCEPT all oil, gas, hydrocarbon substances and other minerals of all kinds, whether like or unlike hydrocarbons, below a depth of 500 feet of the surface of the herein described property, without the right of surface entry.

PARCEL 2:

A portion of Lot 7 of the Broome Estate Ranch, in the County of Ventura, State of California, as shown on Map thereof filed in the office of the County Clerk of said Ventura County, in the action of Thornhill Francis Broome vs. Frances Broome, et al., (Case No. 5181), described as follows:

Beginning at the Northeast corner of said lot 7; thence, along the North line of said lot 7,

1st: South 89° 54' West 5,616.81 feet to the beginning of a curve concave Northwesterly and having a radius of 1,000 feet, a radial to said curve being the North line of Lot 7; thence along said curve,

2nd: Southwesterly, an arc distance of 1,354.88 feet thru a central angle of 77° 36' thence tangent to said curve,

3rd: South 77° 30' West 130 feet to the beginning of a tangent curve concave Easterly

Res. No. 2010-028

EXHIBIT "A"
DESCRIPTION

and having a radius of 1,075 feet; thence, along said curve,

4th: Southwesterly, Southerly and Southwesterly an arc distance of 2,659.56 feet thru a central angle of 141°; thence,

5th: South 64° 15' East 1,650 feet to the beginning of a tangent curve concave Southwesterly and having a radius of 1,075 feet; thence, along said curve,

6th: Southwesterly; an arc distance of 440.91 feet thru a central angle of 23° 30'; thence along a radial from said curve,

7th: North 49° 15' East 101 feet to the beginning of a tangent curve, concave Southerly and having a radius of 500 feet; thence along said curve,

8th: Northeastly, Easterly and Southwesterly an arc distance of 785.46 feet thru a central angle of 90° 00' to the beginning of a reverse curve, concave Northeastly and having a radius of 500 feet; thence along said curve,

9th: Southwesterly, an arc distance of 445.06 feet thru a central angle of 51° 00'; thence,

10th: North 88° 15' East 700 feet to the beginning of a tangent curve, concave Southwesterly and having a radius of 800 feet; thence, along said curve,

11th: Easterly, Southwesterly and Southerly, an arc distance of 1,277.58 feet thru a central angle of 91° 30'; thence,

12th: South 0° 15' East 445 feet to the beginning of a tangent curve, concave Northeastly and having a radius of 1,200 feet; thence, along said curve,

13th: Southwesterly, an arc distance of 840.96 feet thru a central angle of 70° 09' 10" to a point in the South line of said lot 7, a radial to said point bears South 49° 35' 50" West; thence, along said South line,

14th: North 89° 53' East 882.21 feet to the Southeast corner of said lot 7; thence, along the Easterly line of said lot 7,

15th: North 6° 44' East 6,257.60 feet to the point of beginning.

EXCEPT that portion thereof lying Westerly of the following line:

Beginning at a point on the Northerly line of said lot 7, distant thereon, South 89° 54' West 4,455.13 feet from the Northeastly corner of said lot 7; thence, South 9° 44' West to the Southerly line of said land.

ALSO EXCEPT all oil, gas, hydrocarbon substances and other minerals of all kinds, whether like or unlike hydrocarbons, below a depth of 500 feet of the surface of the herein described property, without the right of surface entry.

EXHIBIT "B"

GENERAL DESCRIPTION

Broome Ranch Conservation Easement

As described in the following manner; Conservation Easement includes portions of two recorded parcels of land (694-0-060-115) and (694-0-060-155), is curve-linear in shape, consisting of an area approximately 180 feet in width, extending for approximately 2800 feet in total length and encompassing land, of which, 4.5 acres are to be revegetated as an 80 foot-wide strip with an additional 50 foot-wide, restricted use "buffer zone", comprising approximately 6.4 acres, to be provided on both sides of the revegetated area. Conservation Easement starts approximately 6 feet from the eastern boundary line of Parcel No. 694-0-060-115, at a point approximately 600 feet south of Potrero Road and extends westward a total distance of approximately 2600 feet, terminating approximately 275 feet west of the eastern boundary of Parcel No. 694-0-060-155. Conservation Easement generally follows a meandering tributary drainage of the South Branch of Arroyo Conejo Creek watershed, extending in a westerly direction from a common, north/south trending property line separating property owned by the National Park Service (Rancho Sierra Vista) and the Mountains Recreation Conservation Authority (Broome Ranch); as depicted on attached Exhibit C. A more precise "Metes-and Bounds" description shall be substituted upon completion and final acceptance of the revegetated area by the U.S. Army Corps of Engineers.

file:C:CONSRV

EXHIBIT B

That portion of Lot 7 of the Broome Estate Ranch, in the County of Ventura, State of California, as shown on the Map thereof filed in the office of the County Clerk of said Ventura County, in the action of Thornhill Francis Broome vs. Frances Broome, et al (Case No. 5181) described as follows

Commencing at the Northeast corner of said Lot 7; thence along the Northerly line of said Lot 7, as shown on Tract Map filed in Book 129 Pages 53 thru 70 of Miscellaneous Records (Maps) in the office of the County Recorder of said County, North 89°12'28" West 1956.57 feet; thence North 89°10'52" West 200.00 feet to the True Point of Beginning; thence

- 1st South 00°49'08" West 625.00 feet; thence
- 2nd North 89°10'52" West 232.07 feet; thence
- 3rd North 50°39'13" West 160.77 feet; thence
- 4th South 86°42'00" West 347.66 feet; thence
- 5th North 21°19'24" West 171.98 feet; thence
- 6th North 82°40'20" West 338.85 feet; thence
- 7th South 32°48'29" West 54.92 feet; thence
- 8th North 86°59'57" West 248.87 feet; thence
- 9th North 80°43'45" West 138.96 feet; thence
- 10th South 72°20'01" West 219.31 feet; thence
- 11th North 69°38'24" West 340.04 feet; thence
- 12th North 00°49'08" East 324.59 feet to the Northerly line of said Lot 7, thence Easterly along said Northerly line
- 13th South 89°10'52" East 2049.78 feet to the Point of Beginning.

Containing 926,345 Sq. Ft. 21.27 Ac. more or less

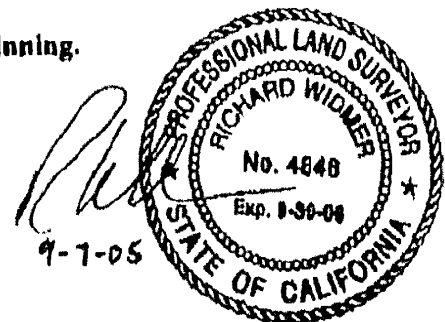
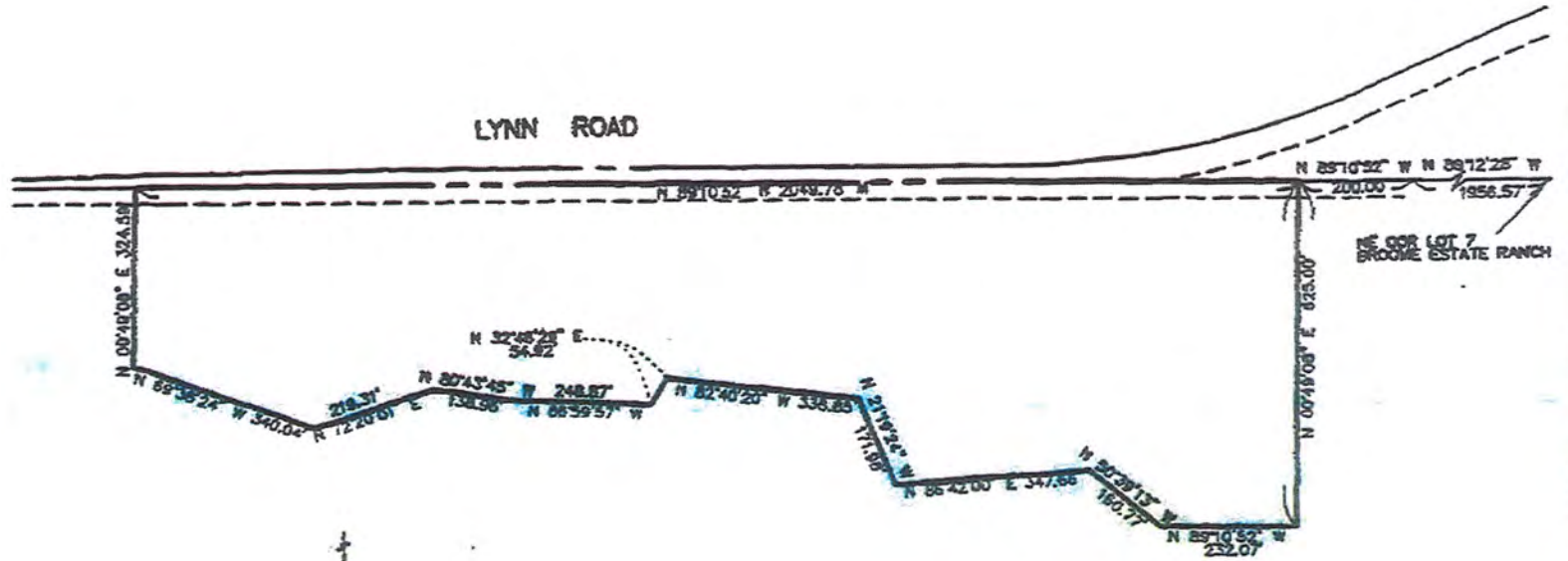


EXHIBIT "B"



PREPARED BY
PEAK SURVEYS INC.
CIVIL ENGINEERING & LAND SURVEYING
2488 TOWNSCAPE RD Suite D
WESTLAKE VILLAGE CA 91361
(805) 497-0102 Fax: (805) 496-7014
www.peakinc.com



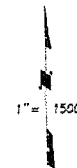
Contract No. 7962-2007

DATE: 07/20/06 3:06:17 PM BY: DTT

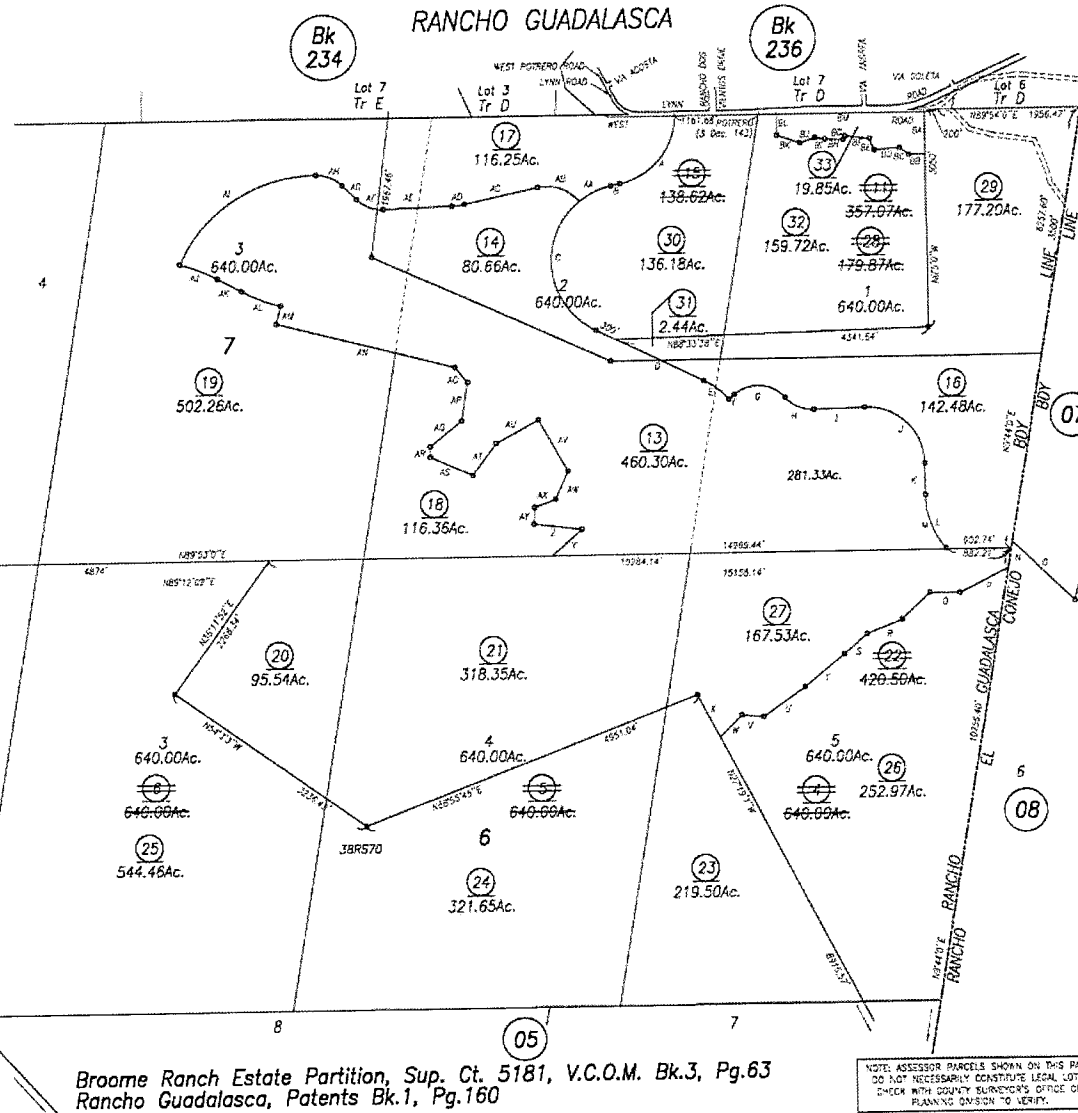
RANCHO GUADALASCA

Tax Rate Area 694-06

71007
71024
71032
71033
89011
08528



COURSE SCHEDULE		
AA	R=1075'	L=492.51'
AB	R=580'	L=842.50'
AC	S177°43'0"E	1040'
AD	R=87.24'	L=174.53'
AE	N87°43'0"E	830'
AF	R=1000'	L=410.52'
AG	N64°45'0"W	290'
AH	R=550'	L=334.58'
AI	R=7750'	L=2394.55'
AJ	R=2280'	L=557.11'
AK	N5°10'0"W	250'
AL	R=2280'	L=577.51'
AM	N14°20'0"E	780'
AN	N75°40'0"W	2545'
AO	N58°40'0"W	270'
AP	N65°2'0"E	545'
AQ	N51°10'0"E	565'
AR	N58°11'	150'
AS	N58°0'0"W	645'
AT	N38°15'0"E	550'
AU	N6°30'0"E	575'
AV	N29°0'0"W	875'
AW	N27°45'0"E	435'
AX	N57°45'0"E	215'
AY	N27°45'0"E	235'



COURSE SCHEDULE		
A	R=1000'	L=354.69'
B	N77°30'0"E	130'
C	R=1075'	L=765.52'
D	N64°14'0"W	1550'
E	R=1075'	L=440.91'
F	N49°16'0"E	101'
G	R=500'	L=765.40'
H	R=500'	L=440.66'
I	N87°16'0"E	703'
J	R=800'	L=1217.58'
K	N27°14'0"W	445'
L	R=1200'	L=918.21'
M	R=1200'	L=840.53'
N	N24°4'0"E	100.25'
O	N42°13'0"W	1765'
P	N62°21'42"E	858.10'
Q	N28°45'0"W	413.10'
R	N47°15'38"E	527.82'
S	N48°20'43"E	616.52'
T	N22°31'31"E	717.52'
U	N24°56'13"E	712.16'
V	N84°25'23"W	258.41'
W	N43°14'29"E	427.04'
X	N27°16'0"W	422'
Y	N47°55'0"E	563.08'
Z	N83°0'0"W	665'

COURSE SCHEDULE		
BA	N27°49'0"E	651'
BB	N27°10'51"W	232.07'
BC	N62°20'11"W	160.71'
BD	N26°42'0"E	347.46'
BE	N27°12'24"W	171.58'
BF	N27°45'20"W	538.85'
BG	N12°48'29"E	54.92'
BH	N26°59'57"W	249.87'
BI	N27°43'45"W	136.95'
BJ	N77°20'11"E	219.31'
BK	N27°18'24"W	240.04'
BL	N27°49'0"E	224.15'
BM	N27°10'51"W	204.97'

CITY OF THOUSAND OAKS
and VICINITY
Ventura County Assessor's Map.

Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.
Assessor's Mineral Numbers Shown in Squares.

DRAWN	REVISED	2-10-2012
REDRAWN	JAH CREATED	10-26-2007
MARKED	PLOTTED EFFECTIVE	ROLL
PREVIOUS Bk.694, Partion Pg.06		
Compiled By Ventura County Assessor's Office		

NOTE: ASSESSOR PARCELS SHOWN ON THIS PAGE DO NOT NECESSARILY CONSTITUTE LEGAL LOTS. CHECK WITH COUNTY SURVEYOR'S OFFICE OR PLANNING DIVISION TO VERIFY.

Broome Ranch Estate Partition, Sup. Ct. 5181, V.C.O.M. Bk.3, Pg.63
Rancho Guadaluasca, Patents Bk.1, Pg.160

Roll-Year	DATE	REFERENCE	DOC.	EXPLANATION	VOID	REVISION	LOC	NEW
				Description	A.P.N.(S)			A.P.N.(S)
	2/19/12	101222-002682		Code				
				Code				
				Code				

EXHIBIT C

Lease between Conejo Open Space Conservation Agency and City of Thousand Oaks for Rancho Potrero Equestrian Center

This Lease is made and executed on January 23, 2007 by and between Conejo Open Space Conservation Agency, a joint powers agency consisting of the City of Thousand Oaks, a municipal corporation, and the Conejo Recreation and Park District, a public district ("COSCA"), and the City of Thousand Oaks, a municipal corporation of the state of California ("City").

RECITALS

1. COSCA is the owner of record of approximately 20 acres located in the northeast corner of that real property commonly known as Rancho Potrero. Rancho Potrero consists of 326 acres adjacent to the south side of West Potrero Road, Ventura County, California and is owned by Mountains Recreation and Conservation Authority (MRCA). This 20-acre area shall be the lease property under this Agreement as more particularly depicted in Exhibit A and described in Exhibit B, attached hereto.
2. The site is currently being leased for a public equestrian center and has improvements thereon.
3. COSCA wishes to lease the property to City, together with all rights, privileges, and easements appurtenant thereto (collectively Property). COSCA further wishes to convey title and its interest to all buildings, structures, and other improvements (collectively Improvements) thereon to City.
4. CITY wishes to lease Property from COSCA to continue its use as a public equestrian center by subleasing the Property to an operator of the equestrian center. City further wishes to take title to Improvements on the Property.
5. City lease of the Property from COSCA for equestrian center purposes is consistent with the conceptual framework for Rancho Potrero Land Management and Ownership as approved by the City Council on September 27, 2005 and by the COSCA Board of Directors on November 9, 2005.

LEASE

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, COSCA and City hereby agree as follows.

Section 1. Lease of Property.

A. COSCA hereby leases, transfers and demises to City, and City hereby leases and takes from COSCA, the Property for the terms and upon the agreements, covenants and conditions set forth in this Lease.

B. COSCA currently leases the Property to Alvin B. Caddin, and by this Lease hereby assigns all its rights to the Caddin lease. COSCA will execute and deliver to City an Assignment of the Caddin Lease as set forth in Exhibit C.

C. COSCA reserves to itself the nonexclusive right of Ingress/egress from the western Property entrance on Lynn Road to the northwestern corner of the property as generally shown in Exhibit D, for the purpose of emergency/maintenance access for COSCA, and for public Ingress/egress to a proposed trailhead if determined to be needed by COSCA.

Section 2. Appurtenant Rights.

The appurtenant rights referred to in this Lease are the nonexclusive rights of access/egress to and from the Property from the designated driveways from Lynn Road as generally shown on Exhibit B. The appurtenant rights also include the nonexclusive right to pass into and use the open space trails within the other the 306 acres of the Rancho Potrero parcels to the extent that such use is not prohibited by MRCA.

Section 3. Title to Buildings and Improvements.

A. Title to all buildings, structures and improvements that now, or may from time to time constitute a part of the Property, all machinery, equipment and fixtures that are now, or may from time to time be, used, or intended to be used in connection with the Property (collectively Improvements) shall be and remain in City until the termination of this Lease. Contemporaneously with the execution of this Lease, COSCA will execute and deliver to City a Quit Claim Deed set forth as Exhibit E for the purpose of vesting City's title to such Improvements. Upon the termination of this Lease, title to all such property, buildings, structures and improvements and all such machinery, equipment and fixtures shall pass to and vest in COSCA without cost or charge to it.

B. City, on termination of this Lease, shall execute and deliver any and all deeds, bills of sale, assignments, Quit Claim Deed and other documents which in COSCA's sole judgment may be necessary or appropriate to transfer, to evidence or to vest in COSCA clear title to any of the property described in the foregoing subsection A located on the Property at the time of such termination. In addition, City shall deliver to COSCA on termination of this Lease originals or certified copies of any plans, reports, contracts or other items relating to the ownership or operation of the Property.

Section 4. Term and Option.

A. The term of this Lease shall be 50 years (the "Term") commencing on January 25, 2007 (the "Commencement Date"), and, unless sooner terminated or extended as herein provided, shall terminate at midnight on January 24, 2057.

B. City may, at its option, extend this Lease for two additional twenty-four (24) year periods. Each period shall commence on the day following the termination of the preceding term and shall terminate twenty-four (24) years after the termination of the preceding term. The option for each period shall be exercised separately by City giving COSCA written notice at least six (6) months prior to the commencement of each option period. The extensions shall be on all the same terms and conditions as are contained herein.

Section 5. Use of Property.

City shall use the Property for a public equestrian center including, but not limited to, the stabling of horses and other ranch animals, riding activities and operation of the center.

Section 6. Rent.

A. City shall pay to COSCA annually as rent for the use and occupancy of the Property any Excess Income from gross revenues less operating expenses for operation of the site, as follows:

1. City shall pay COSCA fifty percent (50%) of Excess Income until such time that City has recouped from City's share of Excess Income its initial outlay of up to two million dollars (\$2,000,000) in capital improvements (Capital Improvement Outlay) to the Property. City shall not be entitled to interest on this Capital Improvement Outlay.

2. The year following City's recouping its Capital Improvement Outlay and each year thereafter, COSCA shall receive one hundred percent (100%) of Excess Income.

B. By September 30 of each year starting in 2007, City shall submit to COSCA any rent due and an Operating Statement covering the previous period of July 1 through June 31 (Fiscal Year). The Operating Statement will show gross revenue less operating expenses for the site and any Excess Income due as rent.

C. The Operating Statement furnished by City shall be certified as correct by City's duly authorized financial officer. City shall keep complete, accurate and appropriate books and records of operations in accordance with sound accounting practice. Such books and records, as well as all other relevant documents as COSCA shall reasonably require, shall, upon reasonable written notice, be open for inspection by COSCA, its auditors or other authorized representatives.

D. Annual Operating Statement and Rent (and all other moneys and charges payable by City to COSCA hereunder) shall be paid by City to COSCA in lawful money of the United States of America and shall be delivered to COSCA's address for notices hereunder, or to such other person or at such other place as COSCA may from time to time designate by notice in writing to City.

E. Excess Income shall be deemed to be the amount by which the Gross Income (as hereinafter defined) for each Fiscal Year exceeds the Operating Expenses (as hereinafter defined) for such Fiscal Year.

1. As used herein, "Gross Income" shall include all rental or other income received from the operations of the Property or from the use of any improvements. In the event and so long as City occupies any portion of improvements (for purposes other than the administration and management of the operations of the improvements) there shall be added to Gross Income an amount equal to the Fair Rental Value of such occupied space, less the amount of any rental paid by City for such occupancy.

2. As used herein, "Operating Expenses" shall mean all non-reimbursed operating and administrative expenses relating to the Property or the improvements. Without limiting the foregoing, Operating Expenses may include any cost that City incurs pursuant to this Lease, even if such cost or expense is required to be at City's sole expense hereunder and/or at no cost to COSCA. Notwithstanding the foregoing, Operating Expenses shall not include the Capital Improvement Outlay nor include Rent paid to COSCA pursuant to the terms of this Lease nor include City staff time in administering any sublease for the property.

Section 7. Taxes and Assessment.

City covenants and agrees to pay and discharge, during the entire Term, before delinquency, all taxes, assessments, water charges, sewer charges, utility rates and fees, levies or other charges, general, special, ordinary, extraordinary and otherwise, of every kind and character which are or may during the Term be levied, charged, assessed or imposed upon or against the Property or improvements or any future buildings or improvements located thereon, or against any of City's personal property now or hereafter located thereon, or which may be levied, charged, assessed or imposed upon or against the leasehold estate created hereby.

Section 8. Quiet Enjoyment.

COSCA covenants that upon City's performance and observance of all of the agreements, covenants and conditions herein contained on the part of City to be performed and observed, City shall peaceably hold and quietly enjoy the Property during the entire Term without hindrance, molestation or interruption by COSCA or by anyone lawfully or equitably claiming by, through or under COSCA.

Section 9. Permits, Licenses, Etc.

COSCA will from time to time during the Term execute and deliver all applications for permits, licenses or other authorizations relating to the Property required by any municipal, county, state, or Federal authorities, or required in connection with the construction, reconstruction, repair or alteration of any buildings or improvements now or hereafter constituting a part of the Property. COSCA will from time to time during the Term execute, acknowledge and deliver any and all instruments required to grant rights-of-way and easements in favor of municipal and other governmental authorities or public utility companies incident to the installation of water lines, fire hydrants, sewers, electricity, telephone, gas, steam, and other facilities and utilities reasonably required for the use and occupancy of the Property. City shall reimburse COSCA for any sum paid by COSCA in respect of the matters specified in this Section 9.

Section 10. Repairs and Governmental Regulations.

City shall, during the Term, at its own cost and expense and without any cost or expense to COSCA:

1. Keep and maintain all buildings and improvements now or hereafter located on the Property (subject to City's right to demolish) and all appurtenances thereto in good and neat order and repair and shall allow no nuisances to exist or be maintained therein. City shall likewise keep and maintain the grounds, sidewalks, roads and parking, and landscaped areas in good and neat order and repair. COSCA shall not be obligated to make any repairs, replacements or renewals of any kind, nature or description whatsoever to the Property or any buildings or improvements now or hereafter located thereon, and City hereby expressly waives all right to make repairs at COSCA's expense under sections 1941 and 1942 of the California Civil Code, or any amendments thereof; and

2. Comply with and abide by all federal, state, county, municipal and other governmental statutes, ordinances, laws and regulations affecting the Property, all buildings and improvements now or hereafter located thereon, or any activity or condition on or in the Property.

Section 11. Improvements, Changes, Alterations, Demolition and Replacement

A. City shall have the right and at its own expense at any time and from time to time during the Term to make such improvements to the Property and such changes and alterations, structural or otherwise, to any buildings, improvements, fixtures and equipment now or hereafter located on the Property, including demolition of any or all buildings and improvements now or hereafter located on the Property and replacement thereof, as City shall deem necessary or desirable.

B. Any demolition activity and all improvements, changes and alterations (other than changes or alterations of movable trade fixtures and equipment or improvements) shall be undertaken in all cases subject to the following additional condition which City covenants to observe and perform:

1. No improvement, change or alteration, and no demolition and replacements shall be undertaken until City shall have procured and paid for, so far as the same may be required from time to time, all municipal and other governmental permits and authorizations of the various municipal departments and governmental subdivisions having jurisdiction, and COSCA agrees to join in the application for such permits or authorizations whenever such action is necessary.

Section 12. Assignment and Subletting.

The parties hereto acknowledge that City will sublease the Property to an operator of a public equestrian center. Any such sublease shall comply with subsection B., below.

- A. City may assign this Lease, or any interest therein, at any time provided that:
1. no default exists in the performance or observance of any agreement, covenant or condition of this Lease on the part of City to be performed or observed as of the date of such assignment;
 2. the assignment shall be in writing, duly executed and acknowledged by City and the assignee, in form satisfactory to COSCA, providing that the assignee assumes and agrees to perform and observe all the agreements, covenants and conditions of this Lease on the part of City to be performed and observed;
 3. COSCA approves such assignment in writing prior to such assignment taking effect; and
 4. an executed original of such assignment shall be delivered to COSCA.

B. City shall have the right, in the regular and ordinary course of its business of maintaining and operating the buildings and improvements now or hereafter located on the Property, to sublease the Property or improvements thereon for any use permitted by Section 5 hereof; provided, however, that each such sublease shall be subject and subordinate to this Lease and the rights of COSCA hereunder.

Section 13. Fire and Liability Insurance

A. During the period of the construction of any improvements upon the Property, City shall at its sole expense obtain and keep in force builder's risk insurance, insuring City, COSCA, and such other parties as City may designate as an additional insured hereunder, against all risks of physical loss and/or damage from any cause (exclusive of earthquake and subject to usual policy exclusions) to all buildings, structures, materials and real property to be improved, located on or forming a part of the Property under improvement. If City shall cause such construction to be performed by another, City shall require such insurance by that entity to cover the risk listed above.

B. City, or in City's sole discretion its sublessee, shall, at its sole expense, obtain and keep in force during the Term general liability insurance with limits of not less than Five Million Dollars (\$5,000,000) for injury to or death of any number of persons in one occurrence, and not less than One Million Dollars (\$1,000,000) for damage to property, insuring against any and all liability of COSCA and City including, without limitation,

coverage for broad form property damage, personal injury, and non-owned automobile liability, with respect to the Property or arising out of the maintenance, use or occupancy thereof. All of such insurance shall be noncontributing with any insurance which may be carried by COSCA and shall contain a provision that COSCA, although named as an insured, shall nevertheless be entitled to recover under the policy for any loss, injury or damage to COSCA, its agents and employees, or the property of such persons.

C. City, if its employees are performing duties on the Property, shall provide workers' compensation statutory benefits as required by law. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects to COSCA and COSCA's officers, employees, agents and volunteers. Employer's liability coverage provided by such insurance shall be scheduled under any primary or umbrella policy described above to meet general liability insurance requirements.

D. All insurance provided for herein, and all renewals thereof, shall be issued by insurers authorized to do business in the State of California, and with a minimum "Best's" Insurance Guide rating of "A:VII" or approved by COSCA. All insurance policies shall be subject to approval by COSCA as to form and substance. The limits and coverage of all such insurance shall be adjusted by agreement of COSCA and City during every fifth Lease Year during the Term in conformity with the then prevailing custom of insuring property similar to the Property in the City of Thousand Oaks, and any disagreement regarding such adjustment shall be settled by COSCA's Board of Directors in its sole discretion. Upon the issuance thereof, each insurance policy or a duplicate or certificate thereof shall be delivered to COSCA. Any sublessee of City shall comply with all of the above insurance requirements.

E. All amounts that shall be received under any insurance policy specified in subsection A. above, shall be first applied to the payment of the cost of repair, reconstruction or replacement of any buildings or improvements, or furniture, fixtures, equipment and machinery, that is damaged or destroyed. Any amount remaining from the proceeds of any such insurance funds, after the repairing, reconstructing and replacing of any buildings or improvements, or furniture, fixtures, equipment and machinery, as herein required, shall be immediately paid to and be the sole property of City. Notwithstanding the foregoing, if any governmental law or regulation governing land use prohibits the restoration or reconstruction of the buildings or improvements damaged or destroyed to their pre-casualty state, any excess insurance proceeds over restoration or reconstruction costs that are the consequence of such prohibition shall be allocated pursuant to the priorities set forth in Section 17, below. If said insurance proceeds shall be insufficient in amount to cover the cost of repairing, reconstructing or replacing any buildings or improvements, or furniture, fixtures, equipment and machinery, as herein required, City may elect to terminate this Lease pursuant to Section 14 below.

Section 14. Destruction.

City bears all risk of loss or destruction to the Property or any building or improvement on the Property. In case of destruction, there shall be no abatement or reduction of rent. If during the term, the Property or any improvements are totally or partially destroyed from any cause, rendering the same totally or partially inaccessible or unusable, City:

A. Shall make repairs, reconstruction or replacement, if there are insurance proceeds to be applied to the payment of the cost of such repair, reconstruction or replacement of any buildings or improvements, as provided in subsection 13. E, above. If such proceeds are insufficient to cover the cost of repair, reconstruction or replacement, as required by subsection 13. E, above, then City may elect to abandon the Property and restore the Property to its original undeveloped condition thereby terminating this Lease. City shall make such election within 90 days of the destruction and shall give written notice of abandonment to COSCA pursuant to Section 26, below.

B. If there are no insurance proceeds to cover repair, reconstruction or replacement of the Property or improvements, then City may elect to abandon the Property and restore the Property to its original undeveloped condition thereby terminating this Lease. City shall make such election within 90 days of the destruction and shall give written notice of abandonment to COSCA pursuant to Section 26, below.

C. If the City elects not to abandon the Property, then City shall repair, reconstruct or replace any building and other improvements to the Property to substantially the same condition as they were in immediately before destruction. Such repairs, reconstruction or replacement shall be completed within one year from the destruction. If repairs, reconstruction or replacement can not be completed within one year, then COSCA may elect to terminate this Lease upon 90 day notice to City pursuant to Section 26, below.

Section 15. Mechanics' and Other Liens.

City shall promptly discharge or remove by bond or otherwise prior to foreclosure thereof, any and all mechanics', materialmen's and other liens for work or labor done, services performed, materials, appliances, teams or power contributed, used or furnished to be used in or about the Property for or in connection with any operations of the equestrian center, any alterations, improvements, repairs or additions which City may make or permit or cause to be made, or any work or construction by, for or permitted by City on or about the Property, and to save and hold COSCA and all of the Property and all buildings and improvements thereon free and harmless of and from any and all such liens and claims of liens and suits or other proceedings pertaining thereto. City covenants and agrees to give COSCA written notice not less than twenty (20) days in advance of the commencement of any construction, alteration, addition, improvement or repair costing in excess of Twenty Five Thousand Dollars (\$25,000) in order that COSCA may post appropriate notices of COSCA's non-responsibility.

Section 16. Indemnity

A. City shall have the right to contest the amount or validity of any lien of the nature set forth in Section 15 hereof or the amount or validity of any tax, assessment, charge, or other item to be paid by City under Section 7 hereof by giving COSCA written notice of City's intention to do so within twenty (20) days after the recording of such lien or at least ten (10) days prior to the delinquency of such tax, assessment, charge, or other item, as the case may be. In any such case, City shall not be in default hereunder until ten (10) days after the final determination of the amount or validity thereof, within which time City shall satisfy and discharge such lien or pay such tax, assessment, charge or other item to the extent held valid and all penalties, interest, and costs in connection therewith. In the event of any such contest, City shall protect and indemnify COSCA against all loss, cost, expense, and damage resulting therefrom.

B. To the fullest extent allowed by law, City covenants and agrees that COSCA shall not at any time or to any extent whatsoever be liable, responsible or in anywise accountable for any loss, injury, death, or damage to persons or property which, at any time may be suffered or sustained by City or by any person who may at any time be using, occupying, or visiting the Property or be in, on or about the Property, from any cause whatsoever, except when whether such loss, injury, death, or damage shall be caused by or in anywise result from or arise out of the sole negligence or intentional acts or omissions of COSCA or COSCA's officers, employees or volunteers. Furthermore, City shall forever indemnify, defend, hold, and save COSCA and COSCA's officers, employees or volunteers free and harmless of, from and against any and all claims, liability, loss, or damage whatsoever on account of any such loss, injury, death or damage occasioned by any cause other than COSCA's or COSCA's officers, employees or volunteers sole negligence or intentional acts or omissions. City hereby waives all claims against COSCA and COSCA's officers, employees or volunteers for damages to the buildings and improvements now or hereafter located on the Property and to the property of City in, upon or about the Property, and for injuries to persons or property in, on or about the Property, from any cause arising at any time, except for any such claims arising from the sole negligence or intentional acts or omissions committed by COSCA or COSCA's officers, employees or volunteers. City's indemnity obligation set forth in this Section shall survive the termination or expiration of this Lease with respect to any claims or liabilities arising out of injury or damage to person or property which occurs during the Term.

Section 17 . Eminent Domain.

A. If the whole of the Property should be taken by any public or quasi-public authority other than by City under the power or threat of eminent domain during the Term, or if a substantial portion of the Property should be taken so as to materially impair the use of the Property contemplated by City, and thereby frustrate City's purpose in entering into this Lease, then, in either of such events, this Lease shall terminate at the time of such taking. In such event, the compensation and damages

payable for or on account of the Property, exclusive of the buildings and improvements thereon, City shall receive a sum equal to the worth at the time of the compensation award of the amount by which the fair rental value of the Property exceeds the rental payable pursuant to the terms of this Lease for the balance of the Term; the balance of such compensation and damages shall be payable to and be the sole property of COSCA. All compensation and damages payable for or on account of the buildings and improvements located on the Property and constituting a part of the Property shall be the sole property of City.

B. If less than the whole of the Property should be taken by any public or quasi-public authority other than by City under the power or threat of eminent domain during the Term and this Lease is not terminated as provided in subsection A., above, City shall promptly reconstruct and restore the Property, with respect to the portion of the Property not so taken, as an integral unit of the same quality and character as existed prior to such taking. The Rent payable by City following such taking shall be equitably reduced by agreement of COSCA and City in accordance with the reduced economic return to City, if any, which will occur by reason of such taking. The compensation and damages payable for, or on account of, such taking shall be applied to the reconstruction and restoration of the Property by City pursuant to this subsection by application, first, of any sums payable for or on account of the buildings and improvements situated on the Property, and second, of any sums payable for or on account of the Property exclusive of such buildings and improvements. The remainder, if any, after reconstruction and restoration shall be divided among COSCA and City in the manner provided in subsection A., above.

C. No taking of any leasehold interest in the Property or any part thereof shall terminate or give City the right to surrender this Lease, nor excuse City from full performance of its covenants for the payment of rent and other charges or any other obligations hereunder capable of performance by City after any such taking, but in such case all compensation and damages payable for or on account of such taking shall be payable to and be the sole property of City.

Section 18. COSCA's Right of Inspection.

COSCA may, at any reasonable time and from time to time during the Term, enter upon the Property for the purpose of inspecting the buildings or improvements now or hereafter located thereon and for such other purposes as may be necessary or proper for the reasonable protection of its interests.

Section 19. Condition of Premises and Hazardous Waste.

A. As used herein "Hazardous Material" shall be interpreted broadly to mean any substance, material or waste defined or designated as hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to

include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease.

B. City has visually examined and has reasonable knowledge of the condition of Premises and accepts such "as is". City has received same in good order and repair, and no representations as to condition or repair thereof have been made by COSCA or its agents prior to, or at execution of, this Lease.

C. The parties acknowledge that a Special Use Permit (SUP) and Mitigated Negative Declaration (MND) were issued for use of the Property as an equestrian center. The MND provides that certain mitigation measures be taken and maintained in operating the site as an equestrian center to ensure that any effect on surface and ground water quality is less than significant. City shall comply with all the conditions of the SUP and MND in operating an equestrian center on the Property.

C. City represents that neither it nor any of its agents, employees, contractors, subcontractors or representatives will undertake, permit, or authorize the presence, use, manufacture, handling, generation, storage, treatment, transportation, discharge, release, burial or disposal on, under or in the vicinity of the Property of any Hazardous Material, except as permitted by environmental laws and other applicable laws. City shall notify COSCA and provide to COSCA a copy or copies, of all environmental permits, disclosures, applications, entitlements or inquiries relating to Hazardous Material on Property. City shall not cause the Property to be in violation of any environmental law or other federal, state, or local laws, ordinances and/or regulations relating to health, safety or industrial hygiene on, under or in the vicinity of the Property, including but not limited to, air, soil and groundwater conditions. Without limiting the generality of the foregoing, City agrees at all times to comply fully and in a timely manner with, and to cause all of its employees, agents and contractors to so comply with, all environmental laws.

D. If the presence, release, threat of release, placement on, under or in the vicinity of the Property, or the use, generation, manufacture, storage, treatment, transportation, discharge, release, burial or disposal on, under or in the vicinity of the Property of any Hazardous Material by City or City's contractor or sublessee that: (i) gives rise to liability, costs or damages (including but not limited to, a response action, remedial action or removal action) under any environmental law(s); (ii) causes or threatens to cause a significant public health effect; (iii) pollutes or threatens to pollute the environment; and/or (iv) caused the Property to be in need of testing, investigatory action, cleanup or remedial action, City, at its own expense, shall promptly take any and all investigatory, response, remedial and/or removal action(s) reasonably deemed necessary by COSCA in connection with the Property and any other affected property and mitigate exposure to liability arising from the Hazardous Material, whether or not such action(s) are required by law or by any governmental entity. City shall comply with all environmental laws and other applicable federal, state and local laws, ordinances and regulations in connection with any such investigatory, response, remedial or removal action(s).

E. City agrees to indemnify, defend and hold COSCA and its officers and employees harmless from and against any claim, action, suit, proceeding, loss, cost, liability, deficiency, fine penalty, punitive damage, or expense (including, without limitation, attorneys' fees), resulting from, arising out of, or based upon (I) the presence, release, use, generation, discharge, storage or disposal or any Hazardous Materials on, under, in or about, or the transportation of any such Hazardous Materials to or from, the Property, in connection with, or arising from City's or its contractor's or sublessee's use of the Property or (II) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment or license relating to the use, generation, release, discharge, storage, disposal or transportation of Hazardous Materials on, under, in or about, to or from, the Property in connection with, or arising from City's or its contractor's or sublessee's use of the Property. This indemnity shall include, without limitation, any damage, liability, fine, penalty, parallel indemnity after closing cost or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease or death), tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environment, nuisance, contamination, leak, spill, release or other adverse effect on the environment.

Section 20: City's Defaults and COSCA's Remedies

A. City shall be in default if (Event of Default):

1. City does not timely remit payment of any rent or other moneys due hereunder and such nonpayment continues for a period of ten (10) days after written notice thereof to City;
2. City fails in the performance or observance of any of the other agreements, covenants or conditions of this Lease on the part of City to be performed and observed and such default shall continue for a period of thirty (30) days after written notice thereof to City, or, in the case of a default which cannot be cured by the payment of money and cannot be cured within thirty (30) days, shall continue for an unreasonable period after such written notice;
3. City abandons Property;
4. City admits in writing its inability to pay its debts generally as they become due, files a petition in bankruptcy, insolvency, reorganization, readjustment of debt, dissolution or liquidation under any law or statute of the federal government or any state government or any subdivision of either now or hereafter in effect, makes an assignment for the benefit of its creditors, consents to, or acquiesces in the appointment of a receiver of itself or of the whole or any substantial part of Property;
5. A court of competent jurisdiction enters an order, judgment or decree appointing a receiver of City or of the whole or any substantial part of Property, and such order, judgment or decree is not vacated, set aside or stayed within sixty (60) days from the date of entry of such order, judgment or decree;
6. A court of competent jurisdiction enters an order, judgment or decree approving a petition filed against City under any bankruptcy, insolvency, reorganization,

readjustment of debt, dissolution or liquidation law or statute of the Federal government or any state government or any subdivision of either now or hereafter in effect, and such order judgment or decree is not vacated, set aside or stayed within sixty (60) days from the date of entry of such order, judgment or decree; or

7. Under the provisions of any other law for the relief or aid of debtors, a court of competent jurisdiction assumes custody or control of City or of the whole or any substantial part of Property, and such custody or control is not terminated within sixty (60) days from the date of assumption of such custody or control.

B. Upon the occurrence of any Event of Default by City hereunder, COSCA shall have the following rights and remedies, in addition to all other rights and remedies of COSCA provided hereunder or by law:

1. The right to terminate this Lease, in which event City shall immediately surrender possession of Property, and pay to COSCA all rent and all other amounts payable by City hereunder to the date of such termination;

2. The remedies described in California Civil Code Section 1951.2, including, without limitation, the right to recover the worth at the time of award of the amount by which the unpaid rent for the balance of the Term after the time of award exceeds the amount of such rental loss for the same period that City proves could be reasonably avoided, as computed pursuant to subdivision (b) of section 1951.2 of the California Civil Code;

3. The remedy described in California Civil Code Section 1951.4 allowing COSCA to continue the lease in effect after City's breach and abandonment and recover rent as it becomes due, if City has right to sublet or assign, subject only to reasonable limitations as provided herein; or

4. The right to cause a receiver to be appointed in any action against City to take possession of the Property or to collect the rents or profits therefrom. Neither appointment of such receiver nor any other action taken by COSCA shall constitute an election on the part of COSCA to terminate this Lease unless written notice of termination is given to City.

Section 21.

Records and Right of Audit. City shall preserve books, records, documents, and other items evidencing its gross revenue and operating expenses for a period of three calendar years after each annual submittal of Operating Statement pursuant to Section 6, above. Within three years after the receipt of any Operating Statement under Section 6, COSCA at any time shall be entitled to carry out an audit of such Operating Statement either by COSCA or by an independent certified public accountant to be designated by COSCA. If it shall be determined as a result of such audit that there has been a deficiency in the payment of Rent, then such deficiency shall become immediately due and payable. If such Operating Statement for the relevant year shall be found to have understated Excess Income by more than two percent and COSCA is entitled to any additional rental as a result of said understatement, then City shall, in addition, pay all of COSCA's reasonable costs and expenses connected with such audit,

including the expense incurred in retaining such certified public accountant; otherwise COSCA shall bear the cost and expense of such audit.

Section 22. Nonwaiver.

If any action or proceeding is instituted or if any other steps are taken by COSCA or City, and a compromise, part payment or settlement thereof shall be made, either before or after judgment, the same shall not constitute or operate as a waiver by COSCA or City of any agreement, covenant or condition of this Lease or of any subsequent breach thereof. No waiver of any default under this Lease shall constitute or operate as a waiver of any subsequent default hereunder, and no delay, failure or omission in exercising or enforcing any right, privilege, or option under this Lease shall constitute a waiver, abandonment or relinquishment thereof or prohibit or prevent any election under or enforcement or exercise of any right, privilege, or option hereunder. No waiver of any provision hereof by COSCA or City shall be deemed to have been made unless and until such waiver shall have been reduced to writing and signed by COSCA or City, as the case may be. The receipt by COSCA of rent with knowledge of any default under this Lease shall not constitute or operate as a waiver of such default. Payment by City or receipt by COSCA of a lesser amount than the stipulated rent or other sums due COSCA shall operate only as a payment on account of such rent or other sums. No endorsement or statement on any check or other remittance or in any communication accompanying or relating to such payment shall operate as a compromise or accord and satisfaction unless the same is approved in writing by COSCA, and COSCA may accept such check, remittance or payment without prejudice to its right to recover the balance of any rent or other sums due by City and pursue any remedy provided under this Lease or by law.

Section 23. No Merger.

A. There shall be no merger of the leasehold estate created by this Lease with any other estate in the Property, including the fee estate, by reason of the fact that the same person may own or hold the leasehold estate created by this Lease, or an interest in such leasehold estate, and such other estate in the Property, including the fee estate, or any interest in such other estate; and no merger shall occur unless and until COSCA and City shall join in a written instrument effecting such merger and shall duly record the same.

B. No termination of this Lease shall cause a merger of the estates of COSCA and City, unless COSCA so elects and any such termination shall, at the option of COSCA, either work a termination of any sublease in effect or act as an assignment to COSCA of City's interest in any such sublease.

Section 24. No Partnership.

It is expressly understood and agreed that COSCA does not, in any way or for any purpose by executing this Lease, become a partner of City in the conduct of City's

business, or otherwise, or a joint venturer or a member of a joint enterprise with City in reference to City's operation or use of the Property for a public equestrian center.

Section 25. Covenants Run With Land.

The agreements, covenants and conditions in this Lease are and shall be deemed to be covenants running with the land and shall be binding upon and shall inure to the benefit of COSCA and City and their respective successors and assigns. All references in this Lease to "City" or COSCA" shall be deemed to refer to and include successors and assigns of City or COSCA, respectively, without specific mention of such successors or assigns.

Section 26. Notices.

Any notice or communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

TO CITY: Attention: Facilities Manager
Finance Department
City of Thousand Oaks
2100 Thousand Oaks Boulevard
Thousand Oaks, CA 91362

TO COSCA: General Manager (Secretary to COSCA)
Conejo Recreation and Park District
403 West Hillcrest Drive
Thousand Oaks, CA 91360-4223

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

Section 27. Limitation of COSCA's Liability.

In the event of any transfer of COSCA's interest in this Lease, COSCA (and in case of any subsequent transfer, the then transferor) shall be automatically freed and relieved from and after the date of such transfer of all personal liability for the performance of any covenants or obligations on the part of COSCA contained in this Lease thereafter to be performed; provided, however, that any funds in the hands of COSCA or the then transferor at the time of such transfer, in which City has an interest shall be turned over to the transferee and any amount then due and payable to City by COSCA or the then transferor under any provision of this Lease shall be paid to City; and provided, further, that upon any such transfer, the transferee shall expressly assume, subject to the

limitations of this Section, all of the agreements, covenants and conditions in this Lease to be performed on the part of COSCA, it being intended hereby that the covenants and obligations contained in this Lease on the part of COSCA shall, subject as aforesaid, be binding on COSCA, its successors and assigns, only during its period of ownership.

Section 28. Estoppel Certificates.

City or COSCA, as the case may be, will execute, acknowledge and deliver to the other and/or to any lender, promptly upon request, its certificate certifying (i) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the modifications) and (ii) whether there are then existing any defaults by City in the performance or observance by City of any agreement, covenant or condition hereof on the part of City to be performed or observed and whether any notice has been given to City of any default which has not been cured (and, if so, specifying the same). Any such certificate may be relied upon by a prospective purchaser, mortgagee or trustee under a deed of trust of the Property or any part thereof. The chief executive officer of either party has the authority to execute an estoppel certificate pursuant to this Section.

Section 29. Holding Over.

This Lease shall terminate without further notice upon the expiration of the Term, and any holding over by City after the expiration of the Term shall not constitute a renewal hereof or give City any rights hereunder or in or to the Property, except as otherwise herein provided, it being understood and agreed that this Lease cannot be renewed, extended or in any manner modified except in writing signed by COSCA and City except as provided in Section 4, above.

Section 30. Severability.

In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Lease, but this Lease shall be construed as if such invalid, illegal, or unenforceable provisions had not been contained herein.

Section 31. Time of the Essence.

Time is of the essence of each and all of the agreements, covenants, and conditions of this Lease.

Section 32. Consents.

Whenever in this Lease the consent or approval of either COSCA or City is required or permitted, the party requested to give such consent or approval will act promptly and will not unreasonably withhold its consent or approval unless otherwise specified.

Section 33. Short Form of Lease.

Contemporaneously with the execution of this Lease, COSCA and City will execute and acknowledge for recordation in the Official Records of the County of Ventura a Short Form Lease in the form of Exhibit F hereto.

Section 34. Integration.

This instrument constitutes the entire agreement between COSCA and City with respect to the subject matter hereof and supersedes all prior offers and negotiations, oral or written.

Section 35. Amendments.

This Lease may be modified only in writing and only if signed by the parties at the time of the modification.

Section 36. Governing Law.

This Lease, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation occur, venue shall be in Superior Court of Ventura County.

Section 37. Use of the term "City."

Reference to "City" in this Lease includes City Manager or any authorized representative acting on behalf of City.

Section 38. Captions.

The captions or headings in this Lease are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the Lease.


[Rest of page intentionally left blank.]

Section 39. Authorization.

Each party has expressly authorized the execution of this Lease on its behalf and bind said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint venturers, insurance carriers and any others who may claim through it to this Lease.

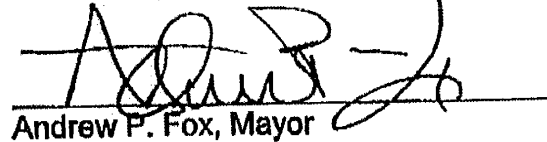
IN WITNESS WHEREOF, the parties have executed this Lease as of the date first written above.

COSCA




Jim Friedl, Secretary to COSCA

CITY OF THOUSAND OAKS



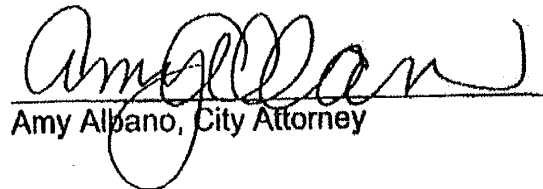
Andrew P. Fox, Mayor

ATTEST:



Linda D. Lawrence, City Clerk

APPROVED AS TO FORM



Amy Albano, City Attorney

CAO 531-75 1175v2 Equestrian Center/COSCA Formatted Lease to City

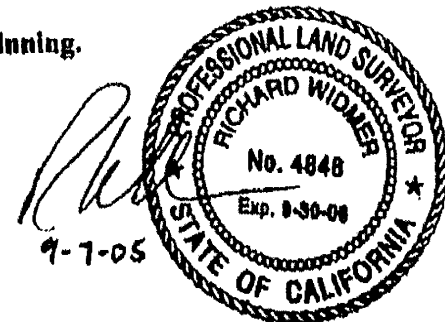
EXHIBIT A

That portion of Lot 7 of the Broome Estate Ranch, in the County of Ventura, State of California, as shown on the Map thereof filed in the office of the County Clerk of said Ventura County, in the action of Thornhill Francis Broome vs. Frances Broome, et al (Case No. 5181) described as follows

Commencing at the Northeast corner of said Lot 7; thence along the Northerly line of said Lot 7, as shown on Tract Map filed in Book 129 Pages 53 thru 70 of Miscellaneous Records (Maps) in the office of the County Recorder of said County, North 89°12'28" West 1956.57 feet; thence North 89°10'52" West 200.00 feet to the True Point of Beginning; thence

- 1st South 00°49'08" West 625.00 feet; thence
- 2nd North 89°10'52" West 232.07 feet; thence
- 3rd North 50°39'13" West 160.77 feet; thence
- 4th South 86°42'00" West 347.66 feet; thence
- 5th North 21°19'24" West 171.98 feet; thence
- 6th North 82°40'20" West 338.85 feet; thence
- 7th South 32°48'29" West 54.92 feet; thence
- 8th North 86°59'57" West 248.87 feet; thence
- 9th North 80°43'45" West 138.96 feet; thence
- 10th South 72°20'01" West 219.31 feet; thence
- 11th North 69°38'24" West 340.04 feet; thence
- 12th North 00°49'08" East 324.59 feet to the Northerly line of said Lot 7, thence Easterly along said Northerly line
- 13th South 89°10'52" East 2049.78 feet to the Point of Beginning.

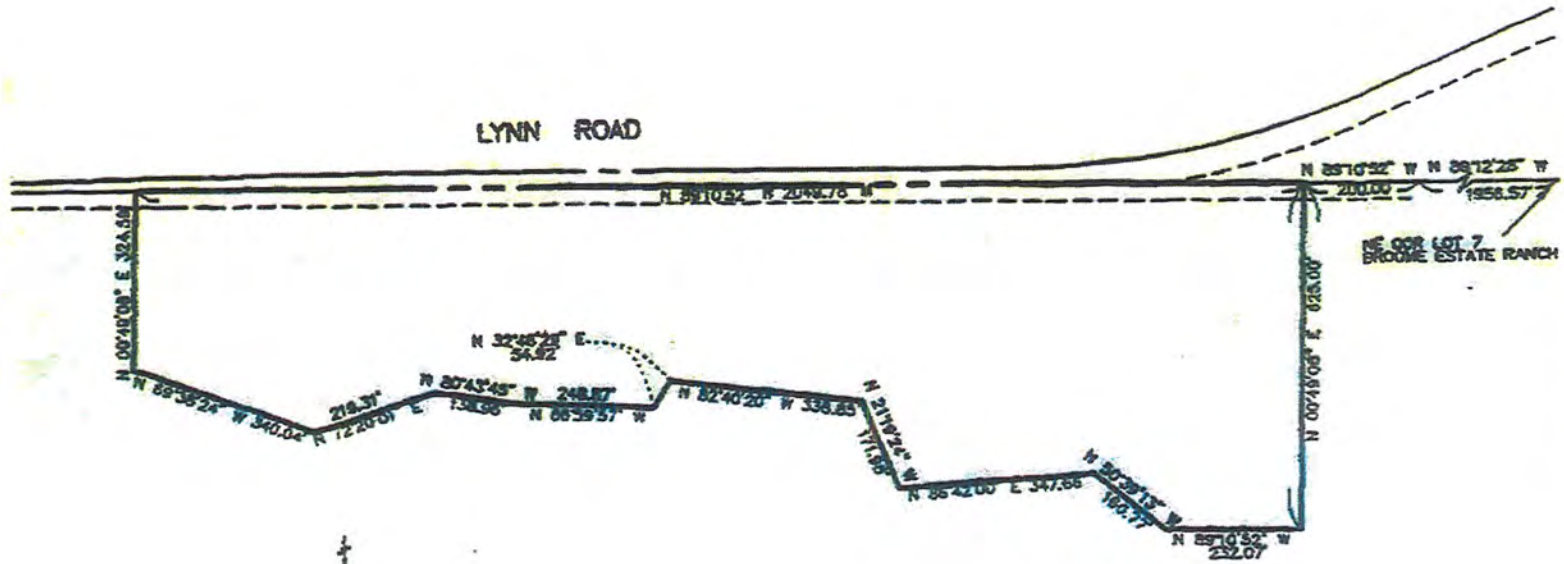
Containing 926,345 Sq. Ft. 21.27 Ac. more or less



Contract No. 7962-2007

EXHIBIT B

EXHIBIT "B"



PREPARED BY
PEAK SURVEYS, INC.
 CIVIL ENGINEERING & LAND SURVEYING
 2488 TOWNSGATE RD Suite D
 WESTLAKE VILLAGE CA 91361
 (805) 497-0102 Fax: (805) 496-7014
 www.peakinc.com



Contract No. 7962-2007

DATE PLOTTED: 07/20/06 3:05:14 PM BY: DCT

EXHIBIT C

ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE ("Assignment") is made as of January 25, 2007 between Conejo Open Space Conservation Agency, a joint powers agency consisting of the City of Thousand Oaks, a municipal corporation, and the Conejo Recreation and Park District, a public district (COSCA), and the City of Thousand Oaks, a municipal corporation of the state of California (City").

Recitals

- A. On April 27, 1995, City and Alvin Caddin entered into a Sublease for Interim Equestrian Use of a 20 acre parcel (Caddin Sublease). A copy of the Caddin sublease is attached and incorporated by reference as Exhibit A.
- B. On May 14, 1996, City approved the assignment of the Caddin Sublease to COSCA and COSCA accepted the assignment on June 12, 1996.
- C. The Caddin Sublease terminated in November 2001 and in accordance with Section 21 of the sublease the tenancy was converted to a month-to-month tenancy.
- D. COSCA desires to assign the Caddin Sublease to City, and City desires to accept the assignment of the Caddin Sublease from COSCA and assume obligations under Caddin Sublease.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, COSCA and City agree as follows:

Section 1. Assignment. COSCA assigns and transfers to City all right, title, and interest in Caddin Sublease and City accepts from COSCA all right, title, and interest, subject to the terms and conditions set forth in this Assignment.

Section 2. Assumption of Lease Obligations. City assumes and agrees to perform and fulfill all the terms, covenants, conditions, and obligations required to be performed and fulfilled by COSCA as Landlord under Caddin Sublease.

[Remainder of page intentionally left blank.]

Section 3. Successors and Assigns. This Assignment shall be binding on and inure to the benefit of the parties to it, their heirs, executors, administrators, successors in interest, and assigns.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

COSCA

Jim Friedl, Secretary to COSCA

CITY OF THOUSAND OAKS

Andrew P. Fox, Mayor

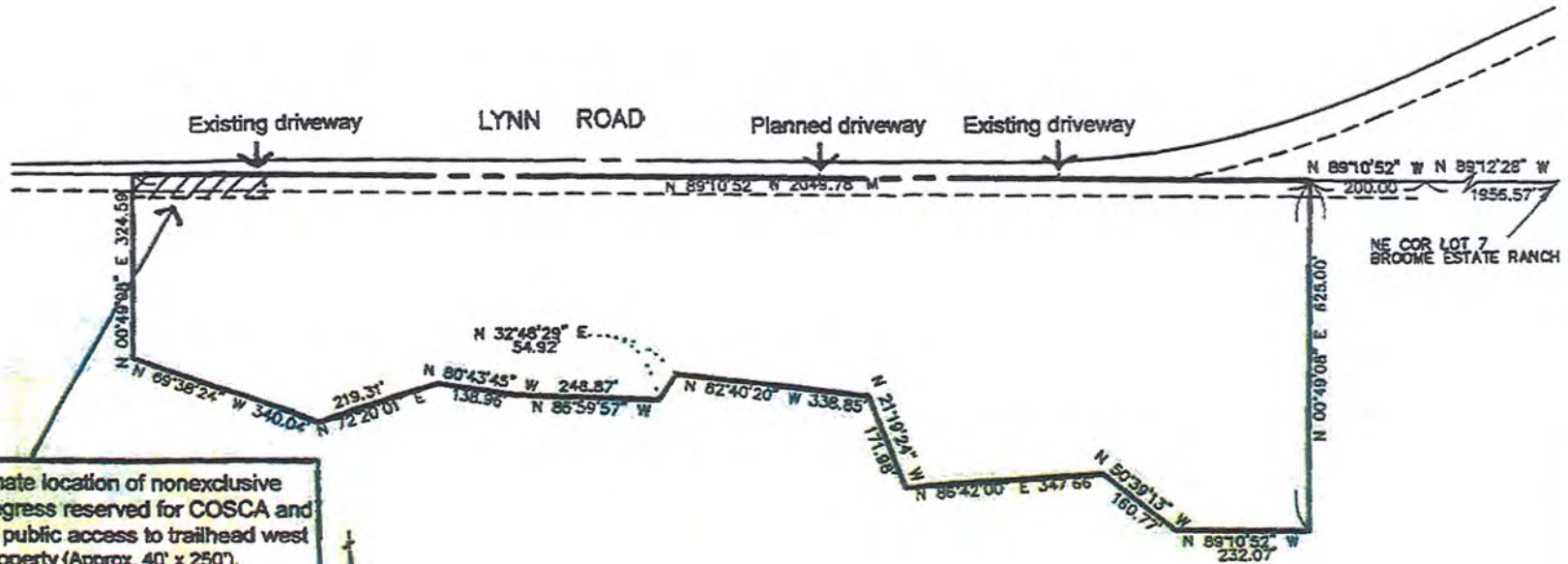
ATTEST:

Linda D. Lawrence, City Clerk

APPROVED AS TO FORM

Amy Albano, City Attorney

EXHIBIT D



Approximate location of nonexclusive ingress/egress reserved for COSCA and potential public access to trailhead west of the Property (Approx. 40' x 250').



PREPARED BY
PEAK SURVEYS INC.
CIVIL ENGINEERING & LAND SURVEYING
2488 TOWNSGATE RD Suite D
WESTLAKE VILLAGE CA 91361
(805) 497-0102 Fax (805) 496-7014
www.peakinc.com

Contract No. 7962-2007

EXHIBIT E

Recording Request By
and When Recorded Return To:

Linda Lawrence
City Clerk
City of Thousand Oaks
2100 E. Thousand Oaks Blvd.
Thousand Oaks, CA 91362

QUITCLAIM DEED

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, Conejo Open Space Conservation Agency (COSCA), a joint powers agency consisting of the City of Thousand Oaks (City), a municipal corporation, and the Conejo Recreation and Park District, a special district (CRPD), does remise, release, and forever quitclaim to and the City all of its right, title and interest in and to any buildings, structures, or improvements now or hereafter situated upon that certain real property (the "Property") described in Exhibit A attached hereto. In addition, COSCA hereby conveys, transfers, and sells to City all of its rights and benefits (a) under any and all builder, contractor, architect and other warranties extended by third parties in connection with the construction or maintenance of the improvements situated on the Property, (b) under any and all permits and other governmental approvals, if any, issued in connection with the construction of such improvements, (c) all plans, specifications or other documents reports, or studies owned in connection with the Property or the improvements situated thereon, and (d) under any and all maintenance or service contracts with respect to the improvements now situated on the Property.

Executed as of January 25, 2007

COSCA

Jim Friedl, Secretary to COSCA

ACKNOWLEDGMENTS

STATE OF CALIFORNIA)
)
COUNTY OF _____) ss.

On _____, 2007, before me, _____,
the undersigned, a notary public in and for said State, personally appeared
_____, personally known to me
(or proved to me on the basis of satisfactory evidence) to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the Instrument.

WITNESS my hand and official seal.

Notary Public in and for said State

EXHIBIT F

Recording Request By
and When Recorded Return To:

Linda Lawrence
City Clerk
City of Thousand Oaks
2100 E. Thousand Oaks Blvd.
Thousand Oaks, CA 91362

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") dated as of January 25, 2007, is entered into between Conejo Open Space Conservation Agency, a joint powers agency consisting of the City of Thousand Oaks, a municipal corporation, and the Conejo Recreation and Park District, a public district ("COSCA"), and the City of Thousand Oaks, a municipal corporation of the state of California ("City").

Recitals

A. On or about January 25, 2007 COSCA and City entered into Lease between Conejo Open Space Conservation Agency and City of Thousand Oaks for Rancho Potrero Equestrian Center (Lease), pursuant to which COSCA leased to City and leased from COSCA real property, more particularly described in Exhibit A attached and incorporated by reference ("Property").

B. COSCA and City desire to execute this Memorandum to provide constructive notice of City's rights under the Lease to all third parties.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

Section 1. Term. COSCA leases the Property to City for a term of 50 years, and unless sooner terminated or extended as provided, shall terminate at midnight on January 24, 2057. City has an option to extend Lease for two additional twenty-four (24) year periods.

Section 2. Lease Terms. This lease of the Property to City is pursuant to the Lease, which is incorporated in this Memorandum by reference.

Section 3. Successors and Assigns. This Memorandum and the Lease shall bind and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject, however, to the provisions of the Lease on assignment.

Section 6. Governing Law. California law governs this Memorandum and Lease.

Executed as of the date first written above.

COSCA

Jim Friedl, Secretary to COSCA

CITY OF THOUSAND OAKS

Andrew P. Fox, Mayor

ATTEST:

Linda D. Lawrence, City Clerk

APPROVED AS TO FORM

Amy Albano, City Attorney

ACKNOWLEDGMENTS

STATE OF CALIFORNIA)
)
COUNTY OF _____) ss.

On _____, 2007, before me, _____,
the undersigned, a notary public in and for said State, personally appeared
_____, personally known to me
(or proved to me on the basis of satisfactory evidence) to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public in and for said State

ACKNOWLEDGMENTS

STATE OF CALIFORNIA)
)
COUNTY OF _____) ss.

On _____, 2007, before me, _____,
the undersigned, a notary public in and for said State, personally appeared
_____, personally known to me
(or proved to me on the basis of satisfactory evidence) to be the person(s) whose
name(s) is/are subscribed to the within Instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the Instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public in and for said State

EXHIBIT D

Project Name: Rancho Potrero Equestrian Center Lease

**INTERIM MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF THOUSAND OAKS
AND RIDE ON LA
FOR THE OPERATION OF THE RANCHO POTRERO EQUESTRIAN CENTER**

THIS Interim Memorandum of Agreement (MOU) is made and entered into this 25 day of January, 2019, by and between the **CITY OF THOUSAND OAKS**, a municipal corporation, sometimes hereinafter referred to as "CITY", and **RIDE ON, LA** a 501(c)(3) nonprofit corporation, hereinafter referred to as "RIDE ON", with reference to the following facts:

RECITALS

- A. The City and Ride On, desire to enter a memorandum of understanding for Ride On to operate a publicly-owned equestrian center located in the Rancho Potrero area of Thousand Oaks ("Rancho Potrero Equestrian Center" or "ranch".) Conejo Open Space Conservation Agency (COSCA) owns the site and leases it to the City.
- B. The City is in the process of transitioning the operation of the ranch and desires to provide uninterrupted service to the equestrian community during the transition.
- C. Ride On has a 25-year history as a community organization delivering high-quality programming to the entire community including horseback riding lessons, horse boarding, horse management and care, and trail rides.

AGREEMENT

1. **TERM.** Services under this MOU shall commence on the Transition Date, which shall be the date on which the City delivers possession of the Rancho Potrero Equestrian Center to Ride On. This MOU shall terminate on the last day of the seventh month following the transition date.

The terms of this MOU reflect the interim nature of the MOU. Both parties commit, in good faith, to enter negotiations to identify a mutually acceptable long-term relationship generally consistent with the services provided in Section 2.

2. **SERVICES.** Ride On shall provide the following services:
 - a. Maintain current boarding operations should current boarders choose to continue boarding at the ranch;

- b. Within 60 days of the Transition Date, re-start hourly Trail Rides to the public at least 3-days per week. It is understood by both parties that Ride On may choose to sub-lease the Trail Ride Operation;
 - c. Provide professional and courteous management of the facility consistent with best practices;
 - d. Provide a range of educational, vocational, competitive and recreational program offerings to the entire community;
 - e. Maintain the property in good repair, safe for horse keeping and riding;
 - f. Collect and account for boarding payments;
 - g. Collect and account for proceeds from operation of the ranch including trail rides and training;
 - h. Pay all expenses of the operation of the ranch.
3. **COMPENSATION.** City will not charge Ride On for use of the ranch and all monies received by Ride On for operations may be retained by Ride On as full and complete compensation for the services provided under this MOU.
4. **DUE DILIGENCE.** As of this date, much of the information normally available through a due diligence process is not available to Ride On. For example, Ride On does not have:
- a. The number of horses currently boarded;
 - b. The number and sizes of stalls currently on-site;
 - c. Copies of the current boarder list, boarding agreement and boarding rules;
 - d. A listing of existing ranch equipment to remain with property after current operator leaves, including equipment needed on a daily basis to feed, clean and maintain the arenas;
 - e. A copy of schedule of current user fees for extra services;
 - f. A copy of agreement(s) with any current trainer using the property;
 - g. A copy of any prior report on fees at comparable facilities prepared by City staff or the current operator; and
 - h. Copies of current utility bills

Considering this, both parties commit, in good faith to work jointly to ensure a smooth transition from the former operator to Ride On and any additional matters arising as the result of the due diligence process.

5. **BOARDING RATES:** Ride On will maintain current board rates for the duration of this MOU.
6. **TRANSITION FEE:** If Ride On assumes operations at a date other than the first of a month, board fees will have been paid to the current operator and Ride On will bear the expense of feed and maintenance for the balance of the month. In consideration of the above, the City will pay Ride On a Transition Fee equal to the monthly board for each horse on the property on the Transition Date prorated for the

portion of the month Ride On provides services. In addition, the City will pay Ride On a one-time \$2,500 Mobilization Fee.

7. **INSURANCE:** Ride On will maintain insurance at the following levels:
 - a. Comprehensive General Liability insurance in an amount not less than \$2M per occurrence /\$4M aggregate and name the City, COSCA, their officers, directors, elected officials and employees as Additional Insured parties;
 - b. Automobile Liability in an amount not less the \$2M and name the City COSCA, their officers, directors, elected officials and employees as Additional Insured parties;
 - c. Worker's Compensation insurance as required by law, including an endorsement waiving subrogation rights against the City;
 - d. Ride On will provide written evidence of compliance with the insurance requirements.
8. **WALKTHROUGH:** On the Transition Date, City staff will walk through the property with Ride On staff to survey the site, to identify equipment and maintenance issues. All parties agree to work diligently to ensure the smooth transition of operations.
9. **UTILITIES:** The City will pay for water and sewer for the month that Ride On assumes operations. Ride On will pay for all other expenses and utilities.
10. **DEFAULT:** If either party violates any part of this MOU, they will be in default. The City and Ride On will have the right to notify the other party in writing of the default and the other party will have 30 days in which to cure that default or begin to cure the default if it cannot be cured in 30 days. If the default is not timely cured, the MOU may be terminated on 30 days advanced written notice.
11. **RIGHT OF ENTRY:** The City shall have Right of Entry during normal business hours and emergencies.
12. **INDEMNIFICATION.**
 - a. Ride On will defend and indemnify the City from any and all costs, claims, lawsuits, damages or injuries that arise out of the operation of the ranch during the term of this MOU.
 - b. The City will defend and indemnify Ride On for any condition, encumbrances or liens that may exist as of the Transition Date and in the event of any dispute, claim or litigation with the prior operator and/or relating to the removal of the prior operator.

- c. The City will defend and indemnify Ride On from any costs required to bring the property as it exists on the Transition Date into compliance with any planning, zoning and building requirements.
 - d. Ride On will defend and indemnify the City from any costs required to bring the property into compliance with any planning, zoning or building requirements created by any change of use following the Transition Date.
13. **NOTICES:** Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

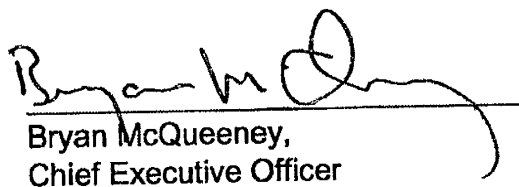
To City: Attention: Jaime Boscarino,
 Finance Director
 City of Thousand Oaks
 2100 Thousand Oaks Boulevard
 Thousand Oaks, CA 91362


To Ride On: Attention: Brian McQueeney,
 Chief Executive Officer
 Ride On
 401 Ronel Court
 Newbury Park, CA 92320
 (805) 375-9078

In concurrence and witness whereof, this Agreement has been executed by the parties effective on the date and year first above written.

For Ride On:

For the City:

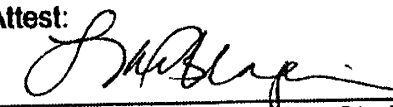

 Bryan McQueeney,
 Chief Executive Officer


 Andrew P. Powers, City Manager

Approved as to Form:


 Tracy M. Noonan, City Attorney

Attest:


 for Cynthia M. Rodriguez, City Clerk

**FIRST AMENDMENT TO
INTERIM MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF THOUSAND OAKS
AND RIDE ON LA
FOR THE OPERATION OF THE RANCHO POTRERO EQUESTRIAN CENTER**

Contract No. 11980-2019

THIS FIRST AMENDMENT to the Interim Memorandum of Understanding entered into between the **CITY OF THOUSAND OAKS**, a municipal corporation, (hereafter "City") and **RIDE ON, LA**, a 501(c)(3) nonprofit corporation ("Ride On"), dated January 25, 2019 (herein "Contract") is made this 25th day of July, 2019.

RECITALS

- A. Section 6 of Contract, currently, and as may have been previously amended, provides for a transition fee payable to Ride On to allow Ride On to assume full operations.
- B. The transition fee was negotiated upon an expectation that the current operator would be willing to transfer existing equipment and supplies to City or Ride On to assure a smooth transition of operations. The current operator has not agreed to provide such equipment and supplies to date.
- C. City is in need of modifying the transition fee to address the potential need for new equipment and supplies, and Ride On is desirous of modifying the transition fee to address potential needs.

AGREEMENT TO AMEND

NOW, THEREFORE, the undersigned parties to Contract agree to amend Contract as described below:

Part 1. Section 4 of the agreement is hereby amended to include the following additional language:

The City and Ride On agree to continue coordinating a successful transition as new circumstances emerge and, no later than 90 days from the Transition Date, to Lookback at events as they have transpired and negotiate in good faith to resolve any items.

Part 2. Section 6 of Contract and such section is hereby amended to read in its entirety:

1. **TRANSITION FEE:** If Ride On assumes operations at a date other than the first of a month, board fees will have been paid to the current operator and Ride On will bear the expense of feed and maintenance for the balance of the month. In consideration of the above, the City will pay Ride On a Transition Fee equal to the monthly board for each horse on the property on the Transition Date prorated for the portion of the month Ride On provides services. In addition, the City will pay Ride On a one-time \$7,500 Mobilization Fee.

To the extent equipment and tools for the operation of the center can be procured by the City from the current operator, the equipment and tools shall remain the property of the City and shall be provided to Ride On to support their operation of the center for the duration of this Contract. If Ride On shall procure any additional equipment and tools from operating income during the term of this MOU, such equipment and supplies shall be the property of Ride On.

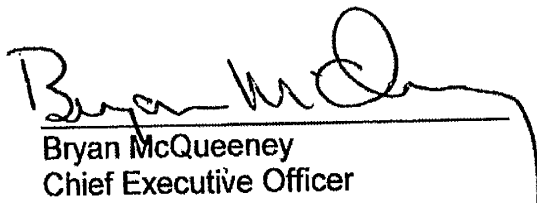
To the extent equipment and tools for the operation of the center are not procured by the City from the current operator: City shall procure mechanical equipment (tractors and utility task vehicles) on a rental or purchase basis; and Ride On shall purchase such additional equipment and tools necessary for operating the center. Such equipment and tools shall be as specified on Schedule A attached hereto. The mechanical equipment shall be held in the name of City. City shall reimburse Ride On for the actual cost such additional equipment and tools in an amount not to exceed \$15,000. The additional equipment and supplies shall be the property of the City and shall be marked as such and shall be provided to Ride On to support their operation of the center for the duration of this Contract.

If City and Ride On agree to an agreement whereby Ride On will continue to operate the facility after the expiration of this Contract, City and Ride On expect to agree on a reasonable payment from Ride On to City for such equipment and supplies from operating income over an agreed period of time.


Part 3. All terms used in Parts 1 and 2 above shall have the meanings ascribed thereto in Contract. Except as amended in Parts 1 and 2 above, all other sections, terms, obligations, duties, clauses, and provisions of Contract shall remain the same.

IN WITNESS WHEREOF, the parties execute this First Amendment to Contract as of the date set forth above.


For Ride On:


Bryan McQueeney
Chief Executive Officer

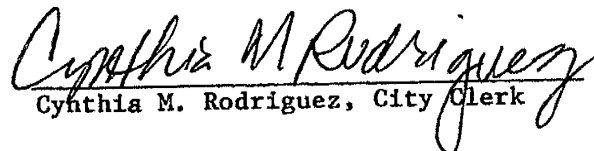
For the City:


Andrew P. Powers
City Manager

Approved as to Form:


Tracy Noonan
City Attorney

ATTEST:


Cynthia M. Rodriguez, City Clerk

Interim MOU for
 Rancho Potrero Community Equestrian Center

7/29/2019

Schedule A

<i>Mechanical Equipment</i>	<i>Purchase</i>	<i>Monthly</i>	<i>Notes</i>	<i>Circle K Equipment</i>
Kubota M62TL	\$63,000	\$2,500	Manure Tractor	Ford 545 c/d x 2
Kubota MX4800HST	\$24,600	\$1,595	Arena Drag	Ford - old
Kubota RTV-X114W-H	\$17,400	\$950	Feeding	Ford - old
Kubota RTV-X114W-H	\$17,400	\$950	Maintenance	ATV/Golf Cart
Total	\$122,400	\$5,995	6 mos = \$33,570	
<i>Start up Equipment</i>				
Gearmore Arenavator 8'	\$3,300		arena drag	Arenavator 6'
Trailer	\$1,300		hay feed	custom
Manure bucket	\$2,500		custom fabricated 3cy	custom
wheel barrows	\$1,500		x 6	
mounting blocks, cross ties	\$1,000		x 8	
rakes, hoses, buckets	\$1,000		x many	
signage	\$1,000			
Contingencies	\$3,400			
Total	\$15,000			

Contract No. 11980-2019A1

**SECOND AMENDMENT TO
INTERIM MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF THOUSAND OAKS
AND RIDE ON LA
FOR THE OPERATION OF THE RANCHO POTRERO EQUESTRIAN CENTER**

Contract No. 11980-2019

THIS SECOND AMENDMENT to the Interim Memorandum of Understanding entered into between the **CITY OF THOUSAND OAKS**, a municipal corporation, (hereafter "City") and **RIDE ON, LA**, a 501(c)(3) nonprofit corporation ("Ride On"), dated January 25, 2019 (herein "Contract") is made this 28th day of August, 2019.

RECITALS

- A. Section 6 of Contract, currently, and as may have been previously amended, provides for a transition fee payable to Ride On to allow Ride On to assume full operations.
- B. The transition fee was negotiated upon an expectation that the current operator would be willing to transfer existing equipment and supplies to City or Ride On to assure a smooth transition of operations. The current operator has not agreed to provide such equipment and supplies to date.
- C. City is in need of modifying the transition fee to provide flexibility to meet the potential need for new equipment and supplies, and Ride On is desirous of modifying the transition fee to address potential needs.

AGREEMENT TO AMEND

NOW, THEREFORE, the undersigned parties to Contract agree to amend Contract as described below:

Part 1. Section 6 of Contract and such section is hereby amended to read in its entirety:

- 1. **TRANSITION FEE:** If Ride On assumes operations at a date other than the first of a month, board fees will have been paid to the current operator and Ride On will bear the expense of feed and maintenance for the balance of the month. In consideration of the above, the City will pay Ride On a Transition Fee equal to the monthly board for each horse on the

property on the Transition Date prorated for the portion of the month Ride On provides services. In addition, the City will pay Ride On a one-time \$7,500 Mobilization Fee.

To the extent equipment and tools for the operation of the center can be procured by the City from the current operator, the equipment and tools shall remain the property of the City and shall be provided to Ride On to support their operation of the center for the duration of this Contract. If Ride On shall procure any additional equipment and tools from operating income during the term of this MOU, such equipment and supplies shall be the property of Ride On.

To the extent equipment and tools for the operation of the center are not procured by the City from the current operator: City shall procure some mechanical equipment (tractors and utility task vehicles) on a rental or purchase basis; and Ride On shall purchase such additional equipment and tools necessary for operating the center. Such equipment and tools may include those specified on Schedule A attached hereto. Additional equipment and tools may be acquired subject to the agreement of City Project Manager. The mechanical equipment shall be held in the name of City. City shall reimburse Ride On for the actual cost such additional equipment and tools as approved by City Project Manager. The additional equipment and supplies shall be the property of the City and shall be marked as such and shall be provided to Ride On to support their operation of the center for the duration of this Contract.

If City and Ride On agree to an agreement whereby Ride On will continue to operate the facility after the expiration of this Contract, City and Ride On expect to agree on a reasonable payment from Ride On to City for such equipment and supplies from operating income over an agreed period of time.

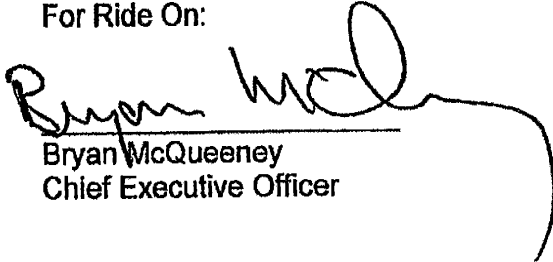
Part 2. Section 14 of the agreement is hereby added which shall read in its entirety:

14. **CITY PROJECT MANAGER.** The services to be performed by Ride On shall be accomplished under the general direction of, and coordinate with, City's "Project Manager", as that staff person is designated by City from time to time, and who presently is Interim Human Resources Director, Tim W. Giles.


Part 3. All terms used in Parts 1 and 2 above shall have the meanings ascribed thereto in Contract. Except as amended in Parts 1 and 2 above, all other sections, terms, obligations, duties, clauses, and provisions of Contract shall remain the same.

IN WITNESS WHEREOF, the parties execute this First Amendment to Contract as of the date set forth above.

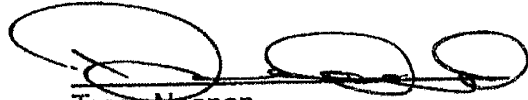
For Ride On:


Bryan McQueeney
Chief Executive Officer


For the City:


Andrew P. Powers
City Manager

Approved as to Form:


Tracy Noonan
City Attorney

Attest:


Cynthia Rodriguez
City Clerk

**THIRD AMENDMENT TO
INTERIM MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF THOUSAND OAKS
AND RIDE ON LA
FOR THE OPERATION OF THE RANCHO POTRERO EQUESTRIAN CENTER**

Contract No. 11980-2019

THIS THIRD AMENDMENT to the Interim Memorandum of Understanding entered into between the **CITY OF THOUSAND OAKS**, a municipal corporation, (hereafter "City") and **RIDE ON, LA**, a 501(c)(3) nonprofit corporation ("Ride On"), dated January 25, 2019 (herein "Contract") is made this 28th day of January, 2020.

RECITALS

- A. Ride On assumed temporary operation of the Rancho Potrero Equestrian Center ("Center") pursuant to this Contract on August 1, 2019.
- B. Ride On has successfully established operations at the Center, establishing rental agreements with boarders, establishing reasonable rules of operation, making the full facility available for users and establishing a limited rental string operation. Ride On has assured that all animals are properly fed and cared for. Ride On has been able to identify needed capital investments and appropriate operational expenses.
- C. Due to the successful initial transition term, and Ride On's demonstrated capabilities and willingness to partner with the public in the success of the Center, City desires to negotiate exclusively with Ride On for a long-term operations agreement.
- D. City has provided limited capital support to Ride On in the transition. Additional capital support is necessary to remediate prior construction deficiencies.
- E. Section 1 of the Contract, currently, and as may have been previously amended, provides that the Contract terminates at the end of February.
- F. City and Ride On desire to enter into a long-term agreement for Ride On to operate the facility. Ride On and City desire to extend the term of the current Contract to provide time to finalize an appropriate long-term agreement.

- G. Section 5, of the Contract, currently, and as may have been previously amended, prevents Ride On from increasing fees.
- H. City and Ride On desire to provide a mechanism for users of the Center to share in the cost of operating the Center.
- I. Section 6 of Contract, currently, and as may have been previously amended, delineates payments to Ride On for operating the facility.
- J. The transition fee was negotiated upon an expectation that the current operator would not have to make significant capital investment during the transition.
- K. City desires to modify the transition fee to provide flexibility to meet the need for capital and infrastructure investments, and Ride On is desirous of modifying the transition fee to address needed capital and infrastructure needs.

AGREEMENT TO AMEND

NOW, THEREFORE, the undersigned parties to Contract agree to amend Contract as described below:

Part 1. Section 1 of Contract and such section is hereby amended to read in its entirety:

1. **TERM:** Services under this MOU shall commence on the Transition Date, which shall be the date on which the City delivers possession of the Rancho Potrero Equestrian Center to Ride On. This MOU shall terminate on July 31, 2020, unless extended or terminated by the mutual written agreement of the parties.

The terms of this MOU reflect the interim nature of the MOU. Both parties commit, in good faith, to enter negotiations to identify a mutually acceptable long-term relationship generally consistent with the services provided in Section 2.

Part 2. Section 5 of Contract and such section is hereby amended to read in its entirety:

5. **RATES:** Boarding Rates, Horse Rental Rates and other fees for use of the Center shall be established by Ride On subject to prior written approval of the City Project Manager.

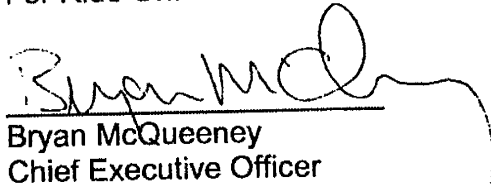
Part 3. Section 6 of Contract and such section is hereby amended to include the following additional language:

To the extent Capital Improvements are agreed to by the parties in writing in advance and performed by Ride On, City will reimburse Ride On for the cost of any such improvements.

Part 4. All terms used in Parts 1, 2 and 3 above shall have the meanings ascribed thereto in Contract. Except as amended in Parts 1, 2 and 3 above, all other sections, terms, obligations, duties, clauses, and provisions of Contract shall remain the same.

IN WITNESS WHEREOF, the parties execute this Third Amendment to Contract as of the date set forth above.

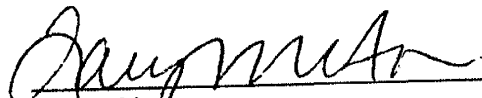
For Ride On:


Bryan McQueeney
Chief Executive Officer

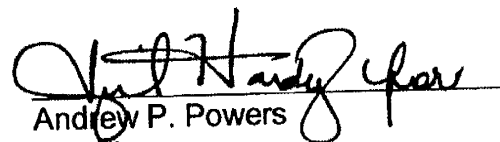
For the City:


Al Adam
Mayor

Approved as to Form:


Tracy Noonan
City Attorney

Approved as to Administration:


Andrew P. Powers
City Manager

Attest:


Cynthia M. Rodriguez
City Clerk

**FOURTH AMENDMENT TO
INTERIM MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF THOUSAND OAKS
AND RIDE ON LA
FOR THE OPERATION OF THE RANCHO POTRERO EQUESTRIAN CENTER**

Contract No. 11980-2019

THIS FOURTH AMENDMENT to the Interim Memorandum of Understanding entered into between the **CITY OF THOUSAND OAKS**, a municipal corporation, (hereafter "City") and **RIDE ON, LA**, a 501(c)(3) nonprofit corporation ("Ride On"), dated January 25, 2019 (herein "Contract") is made this 29th day of July, 2020.

RECITALS

- A. Ride On assumed temporary operation of the Rancho Potrero Equestrian Center ("Center") pursuant to this Contract on August 1, 2019.
- B. Ride On has successfully established operations at the Center, establishing rental agreements with boarders, establishing reasonable rules of operation, making the full facility available for users and establishing a limited rental string operation. Ride On has assured that all animals are properly fed and cared for. Ride On has been able to identify needed capital investments and appropriate operational expenses.
- C. Section 1 of the Contract, currently, and as may have been previously amended, provides that the Contract terminates at the end of July.
- D. City and Ride On desire to enter into a long-term agreement for Ride On to operate the facility. Ride On and City desire to extend the term of the current Contract to provide time to finalize an appropriate long-term agreement.
- E. Due to disruption in work because of the response to the Coronavirus pandemic, City and Ride On have not yet finalized an appropriate long-term agreement.
- F. The parties desire to extend this agreement through and until December 31, 2020 to provide additional time to finalize an appropriate long-term agreement.

- G. The City Council on July 7, 2020 delegated authority to the City Manager to execute an extension of this agreement.

AGREEMENT TO AMEND

NOW, THEREFORE, the undersigned parties to Contract agree to amend Contract as described below:

Part 1. Section 1 of Contract is hereby amended to read in its entirety:

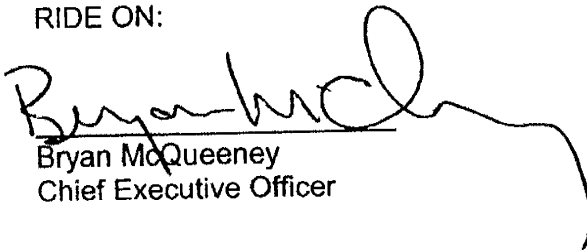
1. **TERM:** Services under this MOU shall commence on the Transition Date, which shall be the date on which the City delivers possession of the Rancho Potrero Equestrian Center to Ride On. This MOU shall terminate on December 31, 2020, unless extended or terminated by the mutual written agreement of the parties.

The terms of this MOU reflect the interim nature of the MOU. Both parties commit, in good faith, to enter negotiations to identify a mutually acceptable long-term relationship generally consistent with the services provided in Section 2.

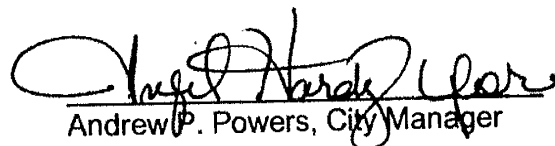
Part 2. All terms used in Part 1 above shall have the meanings ascribed thereto in Contract. Except as amended in Parts 1 above, all other sections, terms, obligations, duties, clauses, and provisions of Contract shall remain the same.

IN WITNESS WHEREOF, the parties execute this Fourth Amendment to Contract as of the date set forth above.

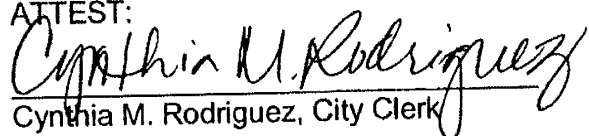
RIDE ON:


Bryan McQueeney
Chief Executive Officer

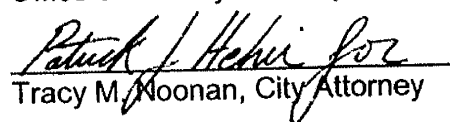
CITY OF THOUSAND OAKS:


Andrew P. Powers, City Manager

ATTEST:


Cynthia M. Rodriguez, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney


Tracy M. Noonan, City Attorney

Project Name: Rancho Potrero
Equestrian Center Lease

**FIFTH AMENDMENT TO
INTERIM MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF THOUSAND OAKS
AND RIDE ON LA
FOR THE OPERATION OF THE RANCHO POTRERO EQUESTRIAN CENTER**

Contract No. 11980-2019

THIS FIFTH AMENDMENT to the Interim Memorandum of Understanding entered into between the **CITY OF THOUSAND OAKS**, a municipal corporation, (hereafter "City") and **RIDE ON, LA**, a 501(c)(3) nonprofit corporation ("Ride On"), dated January 25, 2019 (herein "Contract") is made this 15th day of December, 2020.

RECITALS

- A. Ride On assumed temporary operation of the Rancho Potrero Equestrian Center ("Center") pursuant to this Contract on August 1, 2019.
- B. Ride On has successfully established operations at the Center, establishing rental agreements with boarders, establishing reasonable rules of operation, making the full facility available for users and establishing a limited rental string operation. Ride On has assured that all animals are properly fed and cared for. Ride On has been able to identify needed capital investments and appropriate operational expenses.
- C. Section 1 of the Contract, currently, and as may have been previously amended, provides that the Contract terminates at the end of December, 2020.
- D. City and Ride On desire a long-term operational arrangement for the facility. Ride On and City desire to extend the term of the current Contract to provide time to finalize an appropriate long-term agreement.
- E. Due to disruption in work because of the response to the Coronavirus pandemic, City and Ride On have not yet finalized an appropriate long-term arrangement. With the assistance of a Council appointed Ad Hoc committee, an appropriate long-term operational arrangement for the facility has been identified and is being prepared for submission for consideration by the City Council.

- F. The parties desire to extend this agreement through and until March 31, 2021 to provide additional time to finalize an appropriate long-term arrangement.

AGREEMENT TO AMEND

NOW, THEREFORE, the undersigned parties to Contract agree to amend Contract as described below:

Part 1. Section 1 of Contract is hereby amended to read in its entirety:

1. **TERM:** Services under this MOU shall commence on the Transition Date, which shall be the date on which the City delivers possession of the Rancho Potrero Equestrian Center to Ride On. This MOU shall terminate on March 31, 2021, unless extended or terminated by the mutual written agreement of the parties.

The terms of this MOU reflect the interim nature of the MOU. Both parties commit, in good faith, to enter negotiations to identify a mutually acceptable long-term relationship generally consistent with the services provided in Section 2.

Part 2. Section 6 of the Contract is hereby amended to include the following language:

City Project Manager and Ride On may agree that reimbursement as provided herein, including for Capital Improvements and purchases, may be paid by City to Ride upon evidence of Ride On's contractual commitment to the purchase. Ride On agrees to segregate such funds until it has paid the expenses.

Part 3. All terms used in Part 1 above shall have the meanings ascribed thereto in Contract. Except as amended in Parts 1 above, all other sections, terms, obligations, duties, clauses, and provisions of Contract shall remain the same.

IN WITNESS WHEREOF, the parties execute this Fifth Amendment to Contract as of the date set forth above.

For Ride On:

DocuSigned by:
Bryan McQueeney
42C54BC76B164B0...
Bryan McQueeney
Chief Executive Officer

For the City:

DocuSigned by:
Claudia Bill-de la Peña
0F50E74C0809425...
Claudia Bill-de la Peña, Mayor

Attest:

DocuSigned by:
Cynthia Rodriguez
7F1B1047E208490...
Cynthia Rodriguez
City Clerk

Approved as to Administration:

DocuSigned by:
Andrew P. Powers
3062472D3E0C49D...
Andrew P. Powers
City Manager

Approved as to Form:

DocuSigned by:
Tracy M. Noonan
5E2659C3105459...
Tracy M. Noonan
City Attorney



RIDEON1

OP ID: HL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/27/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cheval Insurance Services Lic. 0C94257 P. O. Box 2933 Fullerton, CA 92837 Cheval Insurance Services 714-447-9191	CONTACT NAME: Cheval Insurance Services PHONE (A/C, No, Ext): 714-447-9191 FAX (A/C, No): 714-525-9191 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A : Indemnity Ins. Co. of No. Amer INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	NAIC #
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INSURED
 Ride On Ther. Horsemanship
 Attn: Bryan McQueeney
 10860 Topanga Canyon Blvd.,
 Chatsworth, CA 91311

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		FO-227397	08/27/2020	08/27/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA-227401	08/27/2020	08/27/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		X	FX-235695	08/27/2020	08/27/2021	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	NONE			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
				NONE			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Thousand Oaks, COSCA, CRPD, their elected officials, agents, employees, consultants and contractors are additional insured but only as respects liability arising from the equestrian activities of the named insured and/or in accordance with the policy conditions.

CERTIFICATE HOLDER CITY100 City of Thousand Oaks 2100 E. Thousand Oaks Bl. Thousand Oaks, CA 91360	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
-------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

EXHIBIT E

LEGAL DESCRIPTION OF THE LIBRARY SITE PROPERTY

The land referred to as "Library Site Property" and as referred to herein is situated in the City of Thousand Oaks, County of Ventura, State of California, and described as follows, together with all improvements, facilities or other property situated thereon:

Parcel 1:

Parcel A of Parcel Map No. LD-428, in the City of Thousand Oaks, County of Ventura, State of California, as per map recorded in Book 31, Page 99 of Parcel Maps, in the office of the County Recorder of said County.

Together with that portion of Parcel "C" of said Parcel Map No. LD 428, described as follows:

Beginning at the Southeasterly terminus of the Southwesterly boundary line of said Parcel "A", shown as having a bearing and distance of North 45° 00' 00" West 280.00 feet; thence Northwesterly along said line.

1st North 45° 00' 00" West 280.00 feet to the most Westerly corner of said Parcel "A"; thence leaving said Southwesterly boundary

2nd South 45° 00' 00" West 11.00 feet to a line that is parallel with and distant 11.00 feet Southwesterly from said Southwesterly boundary line of Parcel "A"; thence along said parallel line.

3rd South 45° 00' 00" East 370.00 feet; thence

4th South 00° 04' 08" West 159.57 feet to an angle point on said Parcel "C", said point begin Northwesterly corner of Parcel "B" of said Parcel Map No. LD 428 and also that angle point begin Westerly terminus of that course shown as having a bearing and distance of North 83° 04' 43" West 115.00 feet; thence Easterly, Northeasterly, Northwesterly and Westerly along boundary of said Parcel "C" following five courses.

5th South 83° 04' 43" East 115.00 feet to the beginning of curve concave Northwesterly having a radius of 57.00; thence along said curve

6th Easterly and Northeasterly through a central angle of 51° 55' 17" an arc length of 51.65 feet; thence

7th North 45° 00' 00" East 163.79 feet; thence

8th North 45° 00' 00" West 159.46 feet; thence

9th North 90° 00' 00" West 220.07 feet to the point of beginning.

Except an undivided one-half interest in and to all oil, gas, petroleum and other mineral or hydrocarbon substances in and under that portion of said land lying below a depth of 500 feet perpendicular to each point on any surface of said land, without the right to enter or otherwise use the surface of said land or the subsurface thereof to a depth of 500 feet, but reserving the right to drill into and through that portion of the subsurface of said land lying below said depth of 500 feet for the purpose of exploring, prospecting, extracting and removing any and all of the above mentioned substances from a surface location on lands other than the land herein described, as reserved in the deed from Gene Lang Congdon and Jacquelyn Lang MacDonald, as Co-Executrices of the Will of Michael Bernard Lang, also known as Michael B. Lang, M. B. Lang and Mike Lang, deceased, recorded June 12, 1967 in Book 3154, Page 294 of Official Records, and as reserved in the deed from Jacquelyn Lang MacDonald and Gene Lang Congdon, recorded June 12, 1967 in Book 3154, Page 302 of Official Records.

Parcel 2:

A nonexclusive easement for ingress and egress and incidental purposes over Parcel B, in the City of Thousand Oaks, County of Ventura, State of California, as per parcel map filed in Book 31, Pages 99 through 101, inclusive, of Parcel Maps, in the office of the County Recorder of said County.

EXHIBIT F

AGREEMENT NO. 594

AGREEMENT BETWEEN THE CITY OF THOUSAND
OAKS AND THE CONEJO RECREATION AND PARK
DISTRICT FOR THE LEASE OF A FIVE-ACRE
PARCEL OF LAND FOR THE CONSTRUCTION OF
A LIBRARY FACILITY

THIS AGREEMENT is entered into this 15th day of June,
1978, by and between the City of Thousand Oaks, a municipal corporation,
created and existing by virtue of the laws of the State of California, herein-
after called "CITY" and the Conejo Recreation and Park District, hereinafter
called "DISTRICT".

WHEREAS, there is a need for enhanced library services in the Conejo
Valley; and

WHEREAS, a variety of sites have been evaluated and it has been
determined by CITY that the most desirable location is on the north side
of Janss Road and the east side of the Conejo Creek Park property; and

WHEREAS, DISTRICT desires to make such land available to CITY
for the construction of a library and appurtenant facilities; and

WHEREAS, there has been a long history of cooperative relationships
between the two agencies involving, but not limited to, the purchase
and development of park properties for the benefit of the entire commu-
nity; and

WHEREAS, the library facility will enhance the leisure time capabilities
of the entire populous of the Conejo Valley; and

WHEREAS, there are a variety of alternative methodologies for con-
structing and operating a library facility, including, but not limited to,
continued operation under the County Library Services Agency, or CITY
owning and operating the facility, or creation of a special district, or
possible other methods; and

WHEREAS, CITY may determine that it may be in the best interest
of the community to continue with the County Library Services Agency,
CITY may desire to sublease the premises to either the County or to a joint
powers agency; and

WHEREAS, DISTRICT may desire to construct, or cause to be con-
structed, recreation facilities as an adjunct to the library, thereby directly
enhancing the capabilities of DISTRICT to deliver recreation services.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE
AS FOLLOWS:

1. PROPERTY LEASED

DISTRICT hereby leases to CITY and CITY hereby rents for the sum of
one dollar (\$1.00) per year from DISTRICT the property, hereinafter called

7 E (3)
CONT #594

"Premises", located in the County of Ventura, State of California, described as follows:

Approximately five (5) acres of land in DISTRICT'S property located northerly of Janss Road and easterly of State Route 23. The premises is generally depicted on Exhibit A, attached hereto and incorporated herein by this reference. The premises will be particularly described and depicted on a replacement Exhibit A at such time as a parcel map is recorded, dividing said DISTRICT'S total property. Said replacement Exhibit A shall be effective upon execution thereof by the parties and attachment hereto. At and after such event, this Agreement shall be recorded.

2. TERM

The term of this Agreement shall be for a period of fifty (50) years commencing on the first day of the calendar month following the day the Agreement has been executed by both parties.

3. OPTION

CITY may, at its option, extend this Agreement for two additional twenty-four (24) year periods. Each period shall commence on the day following the termination of the preceding term and shall terminate twenty-four (24) years after the termination of the preceding term. The option for each period shall be exercised separately by CITY giving DISTRICT written notice at least six (6) months prior to the commencement of each option period. The extensions shall be on all the terms and conditions as are contained herein.

4. HOLDOVER

If CITY holds possession of the Premises after the expiration of the term of this Agreement, or any extension thereof, with consent of DISTRICT, either expressed or implied, CITY shall become a tenant from month to month. Such tenancy to be subject to all of the terms and conditions of this Agreement.

5. USE

It is contemplated by the parties to this Agreement that the County of Ventura, hereinafter called "COUNTY", may, on behalf of CITY, place and operate on the Premises a public library and appurtenant facilities, although nothing in this Agreement shall be construed to impose any obligation upon COUNTY to do so.

6. CONSIDERATION

In full consideration for use of Premises over the term of this Agreement and any extensions thereof, CITY will cause to be developed and maintained a public library on Premises. DISTRICT has determined that: (1) a library facility will be compatible with the proposed uses of DISTRICT'S adjoining property and will enhance the adjoining property, (2) the library services to be furnished will beneficially supplement services furnished by DISTRICT.

In the event construction of a library facility is not commenced prior to July 1, 1981, DISTRICT reserves the right to terminate this Agreement. If reasonable progress toward completion of such public library facility is not at all times thereafter maintained, or operation of a public library facility on the Premises is discontinued at any time after instituting such operation, DISTRICT may, at its option, terminate this Agreement upon thirty (30) days' written notice to CITY; provided, however, that this Agreement shall not so terminate if construction or operation of said public library facility is resumed, as specified in the Notice from DISTRICT, prior to the expiration of any such thirty-day notice period.

7. IMPROVEMENTS BY CITY

Subject to a review process that is mutually agreeable to CITY and DISTRICT, CITY may make such excavation of and do such grading of the Premises, and may place such improvements on the Premises, as CITY may from time-to-time deem desirable; provided, however, that no such excavation, grading or improvements shall be done, made or placed without the prior written approval by DISTRICT of both the exterior design and location thereof. Once improvements have been placed pursuant to the provisions of this Agreement, City may, at CITY'S option and expense, thereafter make minor modifications of such improvements without the prior approval of DISTRICT. For the purposes of this Agreement, any modification which entails a change in the location of, amount of land covered by, basic exterior dimensions of, or basic exterior appearance of an improvement is not a "minor modification" and shall be subject to the prior approval of DISTRICT in the same manner as the original placing of such improvement. All costs of installation of utilities to the library Premises and on-site improvements in connection with construction of the public library facility shall be borne by CITY.

8. OWNERSHIP AND REMOVAL OF IMPROVEMENTS

All improvements placed on the Premises by CITY during the term of this Agreement or any extension thereof shall be considered personal property of CITY and CITY may, at its option, remove any or all of such improvements at any time during the term of this Agreement or any extension thereof. If CITY removes any of such improvements, CITY shall restore the portion of the Premises affected by such removal as nearly as is practicable to its condition as of the date of occupancy by CITY. Any such improvements which remain on the Premises upon the expiration of this Agreement shall become the property of DISTRICT; provided, however, that if this Agreement should be terminated for any reason prior to the expiration of the term of this Agreement or any extension thereof, CITY shall be allowed a reasonable period of time after such termination in which to remove such improvements.

9. LIENS

City shall keep the Premises free from any liens arising out of any work performed on the Premises for material furnished to the Premises or for obligations incurred by CITY.

10. REPAIRS AND MAINTENANCE

CITY shall maintain the Premises in good order and condition and shall make all repairs and replacements necessary to that end.

11. ENTRY BY DISTRICT

DISTRICT may enter upon the Premises and any improvements placed thereon at all reasonable times to examine the condition thereof and for the purpose of providing such maintenance as DISTRICT desires to make, provided that such right shall not be exercised in such a manner as to unreasonably interfere with any business conducted by CITY on the Premises. DISTRICT shall restore at its expense any improvements affected by DISTRICT'S exercise of its rights granted hereunder.

12. ASSIGNMENT AND SUBLETTING

CITY shall have the right to assign this Agreement and/or to sublet the Premises to COUNTY or to an entity formed by CITY and COUNTY, or CITY and others, for the purpose of financing the library facilities. Any other assignment or subletting shall be with the written consent of DISTRICT. DISTRICT shall not arbitrarily withhold such consent but shall give such consent in every instance wherein DISTRICT'S interest will not be affected to its detriment.

13. DEFAULT OR BREACH

Except as otherwise provided, at any time one party to this Agreement is in default or breach in the performance of any of the terms and conditions of this Agreement, the other party shall give written notice to remedy such default or breach. If said default or breach is remedied within thirty (30) days following such notice, then this Agreement shall continue in full force and effect. If such default or breach is not remedied within thirty (30) days following such notice, the other party may, at its option, terminate this Agreement. Such termination shall not be considered a waiver of damages or other remedies available to either party because of such default or breach.

14. WAIVER

A waiver by either party of any default or breach by the other party in the performance of any of the covenants, terms or conditions of this Agreement shall not constitute or be deemed a waiver of any subsequent or other default or breach.

15. PARTIES BOUND AND BENEFITTED

The covenants, terms and conditions herein contained shall apply to and bind the heirs, successors, executors, administrators, and assigns of all of the parties hereto; and all of the parties hereto shall be jointly and severally liable hereunder.

16. HOLD HARMLESS

CITY shall indemnify and defend DISTRICT against, and hold DISTRICT harmless from, any loss or damage arising out of or relating to any death, bodily injury, or property damage resulting from, or in connection with, the maintenance, use or occupation of the Premises by CITY, CITY'S agents, invitees, employees, contractors or patrons.

17. CONDEMNATION

If the whole of the Premises should be taken by a public authority under the power of eminent domain, then the term of this Agreement shall cease on the day of possession by said public authority. If a part only of the Premises should be taken under eminent domain, CITY shall have the right to either terminate this Agreement or to continue in possession of the remainder of the Premises. If CITY remains in possession, all of the terms hereof shall continue in effect. If such taking under the power of eminent domain occurs, those payments attributable to the improvements of CITY shall belong to CITY, and those payments attributable to the real property of DISTRICT shall belong to DISTRICT.

18. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties hereto and no obligation other than those set forth herein will be recognized.

19. AGREEMENT MODIFICATION

This Agreement may be terminated, extended, or amended in writing by the mutual consent of the parties hereto.

20. PARTIAL INVALIDITY

If any term, covenant, condition or provision of this Agreement is found by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereto shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

21. ARTICLE HEADINGS

Article headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants and conditions of this Agreement.

22. RECORDATION

The signatures of the parties to this Agreement shall be acknowledged, and the Agreement shall be recorded in the Office of the Ventura County Recorder.

23. NOTICES AND PAYMENTS

All notices required under this Agreement including change of address shall be in writing. All notices shall be made as follows:

A. All notices to DISTRICT shall be given or mailed to:

Conejo Recreation and Park District
401 West Hillcrest Drive Suite B
Thousand Oaks, California 91360

B. All notices to CITY shall be given or mailed to:

City of Thousand Oaks
P.O. Box 1496
Thousand Oaks, California 91360

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF THOUSAND OAKS

By Frances K. Prince
Frances K. Prince, Mayor

ATTEST:

Velma S. Quinn
Velma S. Quinn, City Clerk

CONEJO RECREATION AND PARK DISTRICT

By Doris Granholm
Doris Granholm, Chairman

APPROVED AS TO ADMINISTRATION:

Grant R. Brimhall
Grant R. Brimhall, City Manager
City of Thousand Oaks

Orland (Tex) Ward
Orland (Tex) Ward, General Manager
and Secretary to the Board of Directors

APPROVED AS TO FORM:

James Longtin
James Longtin, City Attorney
City of Thousand Oaks


C.B. Henrichsen
C.B. Henrichsen, Attorney
Conejo Recreation and Park District
Approved by the City Council 6-13-78

RECORDING REQUESTED BY:

CITY OF THOUSAND OAKS

WHEN RECORDED RETURN TO:

City Clerk
City of Thousand Oaks
2100 Thousand oaks Boulevard
Thousand Oaks, CA 91362


20100519-00074849-0 1/17
Ventura County Clerk and Recorder
James B. Becker, Assistant
05/19/2010 09 02 04 AM
416703 \$ 00 AR

First Amendment to Agreement Between City
of Thousand Oaks And Conejo Recreation and
Park District For the Lease of Five Acre Parcel
of Land For Construction of Library (Lease
Agreement No. 594)

1981-22452

This First Amendment to Agreement Between City of Thousand Oaks (CITY) and Conejo Recreation and Park District (DISTRICT) For the Lease of Five Acre Parcel of Land For Construction of Library (Lease Agreement No. 594) is made this 11th day of May, 2010.

RECITALS


Whereas, in 1978, CITY and DISTRICT entered into Lease Agreement No. 594 for lease of approximately 5 acres of DISTRICT land to CITY to construct and operate a public library.

Whereas, pursuant to Lease Agreement No. 594, CITY did construct an approximately 75,000 square foot library facility (Main Library) opening in 1982, which CITY owns and operates.

Whereas, due to damage to Main Library from the 1994 Northridge earthquake, Main Library underwent a major seismic retrofit.

Whereas, in June 1988, pursuant to Section 7 of Lease Agreement No. 594, the DISTRICT consented to addition to Main Library square footage for an expanded to children's section.

Whereas, in June 2003, DISTRICT approved increasing Main Library footprint by approximately 1.5 acres to accommodate a 20,000 square foot Children's Services section.

"No Fee Required"
(Govt. Code Sec 6103 & 27383)
Recorded for the Benefit
of City of Thousand Oaks

Authorized Representative

Contract No. 594-2010A

Whereas, CITY did construct Children's Services addition, which is integrated into Main Library, which opened in June 2006 (collectively referred to as Library).

Whereas, Lease Agreement No. 594 between the parties was not amended by the parties to reflect this larger facility footprint and expanded lease area.

Whereas, the parties are now desirous to amend Lease Agreement No. 594 to reflect the expanded lease area, additional maintenance requirements imposed because of the expansion and other updating of Agreement No. 594.

Now therefore CITY and DISTRICT agree that Lease Agreement No. 594 be, and hereby is, amended as follow:

Section 1: 1. PROPERTY LEASED

DISTRICT hereby leases to CITY and CITY hereby rents for the sum of one dollar (\$1.00) per year from DISTRICT the property, hereinafter called "Premises", located in the County of Ventura, State of California, described as follows:

Approximately six and a half (6.5) acres of land in DISTRICT'S Property located northerly of Janss Road and easterly of State Route 23. The premises as described in Exhibit A, attached hereto and incorporated herein by this reference and generally depicted in Exhibit B.

Section 2: 6. CONSIDERATION

A. In full consideration for use of Premises over the term of this Agreement and any extensions thereof, CITY will cause to be developed and maintained a public library on Premises. DISTRICT has determined that: (1) a library facility will be compatible with the proposed uses of DISTRICT'S adjoining property and will enhance the adjoining property; (2) the library services to be furnished will beneficially supplement services furnished by DISTRICT.

B. Should CITY cease operating a public library facility on the Premises any time during the term of this Agreement, then the Premises may only be used for such uses as mutually agreed to by CITY and DISTRICT.

Section 3: 10. REPAIRS AND MAINTENANCE

A. CITY shall maintain the Premises in good order and condition and shall make all repairs and replacements necessary to that end.

B. CITY further agrees that it is responsible to maintain the stormwater system including all obligations as set forth in Covenant and Deed Restriction executed by DISTRICT on May 23, 2006, attached hereto as Exhibit C and incorporated herein by

this reference. This deed restriction was recorded against CRPD's property as a condition of approval of the Children's Services expansion to the Main Library.

Section 4: 12. ASSIGNMENT AND SUBLETTING

CITY shall have the right to assign this Agreement and/or to sublet the Premises to COUNTY or to an entity formed by CITY and COUNTY, or CITY and others, for the purposes of financing and refinancing the library facilities. DISTRICT acknowledges that CITY and Redevelopment Agency of the City of Thousand Oaks entered into a joint powers agreement and created the Thousand Oaks Public Financing Authority (Authority). DISTRICT acknowledges and consents to CITY subleasing the Library and Premises to Authority, which in turn leases back the same to CITY to facilitate financing and refinancing of public improvements to the Premises. Any other assignment or subletting shall be with the written consent of DISTRICT. DISTRICT shall not arbitrarily withhold such consent but shall give such consent in every instance wherein DISTRICT'S interest will not be affected to its detriment.

Section 5: 23. NOTICES AND PAYMENTS

All notices required under this Agreement including change of address shall be in writing. All notice shall be made as follows:

- A. All notices to DISTRICT shall be given or mailed to:

Conejo Recreation and Park DISTRICT
403 West Hillcrest Drive
Thousand Oaks, California 91360

- B. All notices to CITY shall be given or mailed to:


CITY of Thousand Oaks
Attention: Finance Director
2100 Thousand Oaks Blvd
Thousand Oaks, California 91362

[Remainder of page intentionally left blank.]

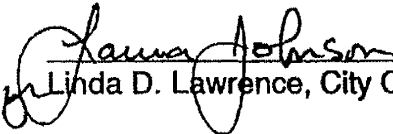
Section 6: Except as otherwise specifically provided herein, all other provisions of the Agreement No. 594 shall remain in full force and effect.

In witness whereof, this First Amendment to Agreement No. 594 has been executed by the parties effective on the date and year first written above.

CITY OF THOUSAND OAKS

By: 
Dennis C. Gillette, Mayor

ATTEST :


Linda D. Lawrence, City Clerk

APPROVED AS TO ADMINISTRATION:


Scott Mitnick, City Manager

APPROVED AS TO FORM:
Office of City Attorney


Amy Albano, City Attorney

CONEJO RECREATION AND PARK DISTRICT

By: 
Jim Friedl, General Manager

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Ventura

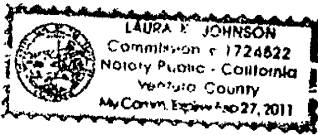
On May 11, 2010 before me, Laura K Johnson, Deputy Clerk/Notary
Date Here Insert Name and Title of the Officer

personally appeared Dennis C. Gillette, Mayor
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Laura K Johnson
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: 1st Amendment to Agreement between City T.O.'s CRPD.

Document Date: May 11, 2010 Number of Pages: _____

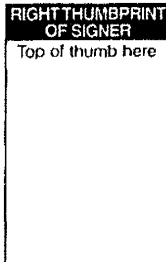
Signer(s) Other Than Named Above: N/A

Lease Agreement

Capacity(ies) Claimed by Signer(s)

Signer's Name: Dennis C. Gillette

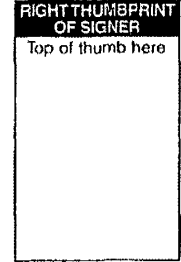
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: Mayor



Signer Is Representing: City of Thousand Oaks

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

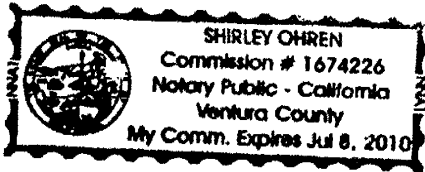
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
 County of Ventura }
 On 5/7/10 before me, Shirley Ohren
Date Here Insert Name and Title of the Officer
 personally appeared Tim Friedl
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Shirley Ohren
Signature of Notary Public

Place Notary Seal Above

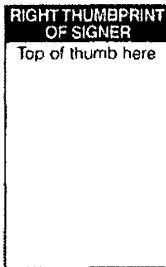
OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document First Amendment to Agreement Between City
 Title or Type of Document: of Thousand Oaks Lease Agreement 16594
 Document Date: _____ Number of Pages: _____
 Signer(s) Other Than Named Above _____

Capacity(ies) Claimed by Signer(s)

- Signer's Name: _____
- Individual
 - Corporate Officer — Title(s) _____
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____



Signer Is Representing: Coyote Recreation Park District

- Signer's Name: _____
- Individual
 - Corporate Officer — Title(s) _____
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____



Signer Is Representing: _____

EXHIBIT "A"

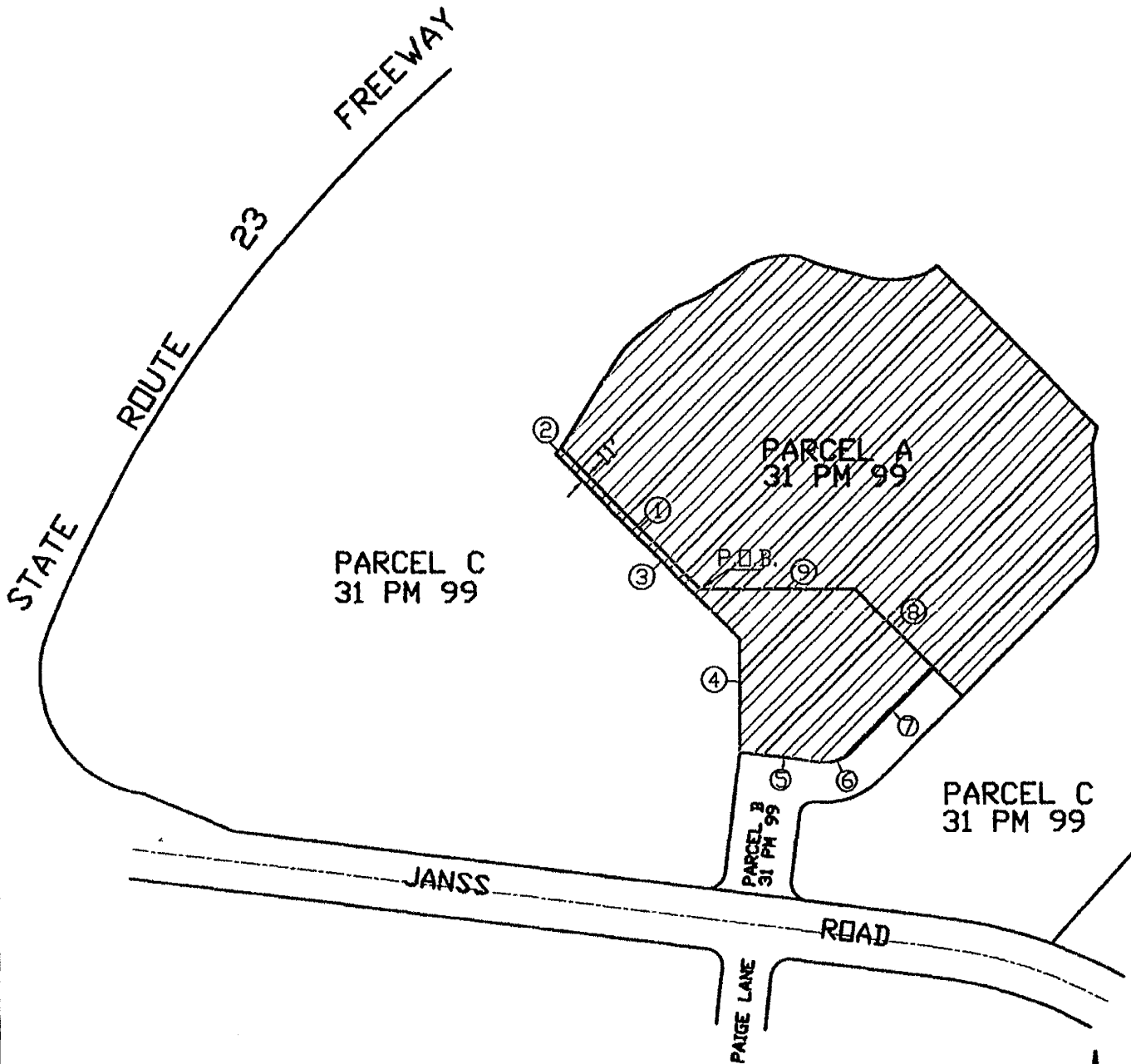
Parcel "A" of Parcel Map No. LD 428, in the City of Thousand Oaks, County of Ventura, State of California, as per map recorded in Book 31, Page 99, of Parcel Maps, in the Office of the County Recorder of said County.

TOGETHER WITH that portion of Parcel "C" of said Parcel Map No. LD 428, described as follows:

BEGINNING at the southeasterly terminus of the southwesterly boundary line of said Parcel "A", shown as having a bearing and distance of North 45°00'00" West 280.00 feet; thence northwesterly along said line

- 1st North 45°00'00" West 280.00 feet to the most westerly corner of said Parcel "A"; thence leaving said southwesterly boundary
- 2nd South 45°00'00" West 11.00 feet to a line that is parallel with and distant 11.00 feet southwesterly from said southwesterly boundary line of said Parcel "A"; thence along said parallel line
- 3rd South 45°00'00" East 370.00 feet; thence
- 4th South 00°04'08" West 159.57 feet to an angle point on said Parcel "C", said point being northwesterly corner of Parcel "B" of said Parcel Map No. LD 428 and also that angle point being westerly terminus of that course shown as having a bearing and distance of North 83°04'43" West 115.00 feet; thence easterly, northeasterly, northwesterly and westerly along boundary of said Parcel "C" following five courses
- 5th South 83°04'43" East 115.00 feet to the beginning of a curve concave northwesterly having a radius of 57.00 feet; thence along said curve
- 6th Easterly and northeasterly through a central angle of 51°55'17" an arc length of 51.65 feet; thence
- 7th North 45°00'00" East 163.79 feet; thence
- 8th North 45°00'00" West 159.46 feet; thence
- 9th North 90°00'00" West 220.07 feet to the **POINT OF BEGINNING**

EXHIBIT B



①	N 45°00'00" W	280.00'
②	S 45°00'00" W	11.00'
③	S 45°00'00" E	370.00'
④	S 00°04'08" W	159.57'
⑤	S 83°04'43" E	115.00'
⑥	$\Delta=51^{\circ}55'17"$ R=57.00' L=51.65'	
⑦	N 45°00'00" E	163.79'
⑧	N 45°00'00" W	159.46'
⑨	N 90°00'00" W	220.07'

LEGEND



Area as described in Exhibit "A"

P.O.B. Point of Beginning



N.T.S.

EXHIBIT C

DO NOT PLACE RECORDING DATA ABOVE THIS LINE

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Linda D. Lawrence, Interim City Clerk
City of Thousand Oaks
2100 Thousand Oaks Boulevard
Thousand Oaks, CA 91362

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

COVENANT AND DEED RESTRICTION

This Covenant and Deed Restriction is made and executed on this 23RD day of MAY, 2006, by Conejo Recreation and Park District.

The undersigned hereby certifies that it is the owner of fee title to the real property located at 1401 E. Janss Road, Thousand Oaks, County of Ventura, State of California, and more particularly described in Exhibit "A", which is attached hereto and incorporated herein as set forth in full.

For valuable consideration, in compliance with the conditions of approval for City of Thousand Oaks, the undersigned hereby covenants, acknowledges and agrees that it will:

1. Assume responsibility for proper maintenance of stormwater quality Best Management Practices as described in Exhibit "B", which is attached hereto and incorporated herein as though set forth in full.
2. Perform maintenance and inspection of Best Management Practices per the schedule specified within the Maintenance Plan (Exhibit "B"), not less than once annually.
3. Retain written proof that the inspection and maintenance were performed by the owner, with said proof being retained for a period of not less than five (5) calendar years.

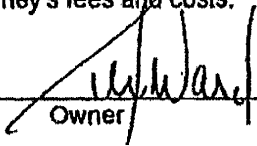
The purpose of this Deed Restriction is to provide notice and disclosure to subsequent purchasers or transferees of limitations associated with the real property.

This covenant shall run with the land and shall be binding upon ourselves, our tenants and any future owners and tenants, their successors, heirs or assigns and shall continue in effect unless otherwise released by the authority of the City of Thousand Oaks in writing. Any lease of said specified parcels shall be subject to this restriction, which is made for the general benefit of the entire community. The covenant shall be enforceable by remedy of injunctive relief in addition to any other remedy in law or equity.

This covenant and the provisions hereof are irrevocable and nonmodifiable except by the express written consent of the City of Thousand Oaks, a municipal corporation. The City of Thousand Oaks shall have the right, but not the responsibility, to enforce each and every provision hereof.

In the event that the owners, their heirs, assigns or successors in interest shall fail to abide by any of the covenants hereunder, they hereby agree to pay all costs and expenses incurred by the City in securing performance of such obligation, including reasonable attorney's fees and costs.

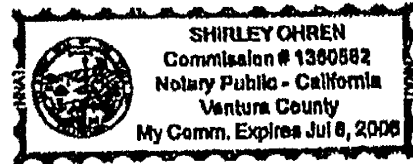
Dated: 5/23/06

By: 
Owner


Conejo Recreation and Park District
Company

STATE OF CALIFORNIA)
COUNTY OF Ventura) ss.

On May 23 2006, before me, Shirley Ohren a Notary Public in and for said County and State, personally appeared Tex Ward his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal

Signature 
Shirley Ohren
(Name typed or printed)

(This area for official notarial seal)

EXHIBIT A

**PARCELS "A" & "C" IN THE CITY OF THOUSAND OAKS, COUNTY OF VENTURA,
STATE OF CALIFORNIA, AS SHOWN ON PARCEL MAP NO. LD-428 FILED IN BOOK
31, PAGE 99 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF
SAID COUNTY.**

EXHIBIT B

A grass swale filter per Ventura County Technical Guidance Manual for Storm Water Quality Control Measures, control measure T-2 will be utilized as A best management practice for this project.

The Filter is located in the northwesterly portion of the site westerly of the existing library and northerly of the proposed addition. (See attached site diagram)

Maintenance Activities

At a minimum the following activities must occur to properly maintain a grass swale filter (GSWF).

- Mow regularly to maintain vegetation height between 4 and approximately 6 inches, and to promote thick, dense vegetative growth. Clippings are to be removed immediately after mowing.
- Regularly maintain the GSWF to remove all litter, branches, rocks, or other debris. Damaged areas of the filter strip should be repaired immediately by reseeding and applying mulch.
- Remove all accumulated sediment that may obstruct flow through the GSWF. Replace the grass areas damaged in the process.
- Irrigate GSWF during dry season (April through October) when necessary to maintain the vegetation.
- After installing, inspect GSWF after seeding and after major storms. Repair all damage immediately.
- Once the GSWF is established, inspect at least three time per year. Repair all damage immediately.

EXHIBIT B CONTINUED

Vector Control

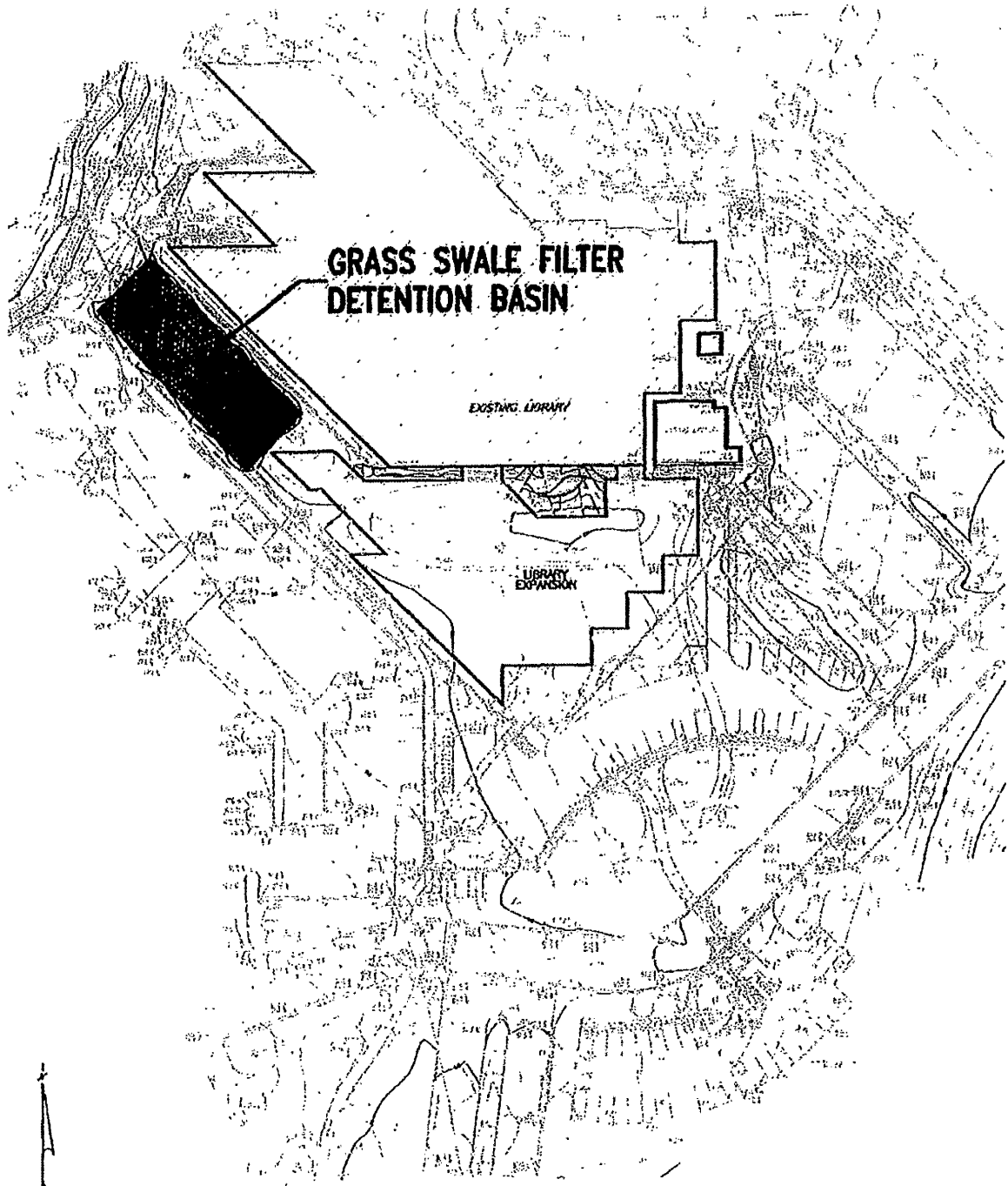
- Vector control issues are not anticipated to be a concern for this project.
- The storm water detention draw down time of this facility is far less than the 7 to 10 days required for mosquito incubation. In addition to this a sub drain has been placed below the grass swale filter to further de-water the bottom of the facility.
- Maintenance as described above and as indicated on the Inspection and Maintenance log will prevent standing water from occurring within the system.
- However if standing water is observed and does not appear to be draining from facility within a reasonable time it is to be brought to the attention of the owner or maintenance personnel for immediate attention.

INSPECTION AND MAINTENANCE LOG

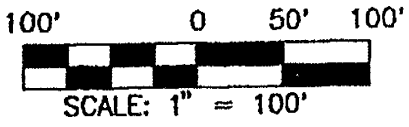
Grass Swale Filter Detention Basin	Inspection Date	Inspector	Evidence of illegal Dumping (paint, excessive oil)	Percent full of debris	Signs of wear (erosion, dead grass)	Maintenance Performed	Out flow stand pipe orifice (free of obstruction)	Flared inlet free of obstruction	Irrigation system (covers grass area with min. overspray)

DATE: 03/29/06

SITE DIAGRAM



SITE ADDRESS:
1401 EAST JANS ROAD
THOUSAND OAKS, CA



PREPARED BY
PEAK
SURVEYS INC.
CIVIL ENGINEERING & LAND SURVEYING
2488 TOWNSCAPE RD Suite D
WESTLAKE VILLAGE CA 91361
(805) 497-0102 Fax: (805) 495-7014
www.peakinc.com

Certification

The project architect, or engineer of record, or authorized qualified designee must sign the following statement (as required in Order 00-108, Part 4(D)(4), Ventura County Municipal Stormwater Permit):

As the architect/engineer of record, I have selected appropriate BMPs to effectively minimize the negative impacts of this project's construction activities on stormwater quality. The project owner and contractor are aware that the selected BMPs must be installed, monitored, and maintained to ensure their effectiveness. The BMPs not selected for implementation are redundant or deemed not applicable to the proposed construction activity."

Name: _____ Title: _____

Signature: _____ Date: _____

The landowner* must sign the following statement (as required in Order 00-108, Part 4(D)(4), Ventura County Municipal Stormwater Permit):

I certify that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering the information, to the best of my knowledge and belief, the information submitted is true, accurate and complete. I am aware that submitting false and/or inaccurate information, failing to update the SWPCP to reflect current conditions, or failing to properly and/or adequately implement the SWPCP may result in revocation of grading and/or other permits or other sanctions provided by law.

Name: JAMES T. FRIEDL Title: ASST. GENERAL MGR.

Signature:  Date: 11.15.04

* The SWPCP certification shall be signed by the landowner as follows:

- (1) For a corporation: by a responsible corporate officer which means (a) a president, secretary, treasurer, or vice president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation, or (b) the manager of the construction activity if the authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures;
- (2) For a partnership or sole proprietorship: by a general partner or the proprietor, or
- (3) For a municipality or other public agency: by an elected official, a ranking management official (e.g., County Administrative Officer, City Manager, Director of Public Works, City Engineer, District Manager), or the manager of the construction activity if authority to sign SWPCPs has been assigned or delegated to the manager in accordance with established agency policy. **PROJECT MANAGED BY TENANT, CITY OF T.O.**

STORM WATER POLLUTION PREVENTION PLAN
WDID #.

Children's Library Expansion, Thousand Oak Library
1401 East Janss Road
Thousand Oaks, Ca 91362

OWNER/DEVELOPER

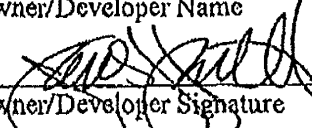
**APPROVAL AND CERTIFICATION OF THE
STORM WATER POLLUTION PREVENTION PLAN**

(state required)

"I certify under a penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to ensure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering the information, to the best of my knowledge and belief, the information submitted is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

JAMES T. FRIEDL
Owner/Developer Name

805.381.1239
Telephone Number


Owner/Developer Signature

11.15.04
Date

ASST. GEN'L MGR.
FOR PPTY OWNER, CRPT
PROJECT MANAGED
BY TENANT, CITY OF T.O.

EXHIBIT G

**AGREEMENT BETWEEN THE CITY OF THOUSAND OAKS ("CITY") AND THE
CONEJO OPEN SPACE CONSERVATION AGENCY ("COSCA") TO TERMINATE
LEASE OF THE RANCHO POTRERO EQUESTRIAN CENTER AND RELATED
MATTERS**

This Termination Agreement is made and entered into by and between the City of Thousand Oaks, a municipal corporation ("**CITY**") and the Conejo Open Space Conservation Agency ("**COSCA**"), a joint powers agency consisting of CITY and Conejo Recreation and Park District ("**CRPD**"), and shall be deemed effective as of _____, 2021 (the "**Effective Date**"). The parties hereto also may be referred to individually as "**Party**" or collectively as "**Parties**."

The Parties, and each of them, in the joint and mutual exercise of their powers, in consideration of the mutual covenants herein contained, and for other valuable consideration the receipt and sufficiency of which is hereby acknowledged, do hereby recite and agree as follows:

SECTION ONE – RECITALS

WHEREAS, COSCA is the owner of record of a 20-acre parcel of land located at 4790 Lynn Road, Thousand Oaks, commonly known as the Rancho Potrero Equestrian Center [APN 694-0-060305], (hereinafter the "**Equestrian Center Property**") [a legal description and depiction of the Equestrian Center Property is attached hereto as **Exhibit A**]; and

WHEREAS, CITY and COSCA entered into a Lease Agreement Contract No. 7962-2007, executed on or about January 23, 2007, for CITY to develop the Equestrian Center Property to be operated as a public equestrian facility, a copy of which is attached hereto as **Exhibit B**; and

WHEREAS, pursuant to the Lease Agreement, CITY developed and improved the property to operate as a public equestrian facility and COSCA conveyed to CITY the title and all interest in the buildings, structures, equipment, and other improvements on the Equestrian Center Property for the duration of the Lease Agreement, (collectively hereinafter the "**Equestrian Center Improvements**"); and

WHEREAS, Ride On, LA, (hereinafter "**RIDE ON**"), is a 501(c)(3) non-profit corporation with experience owning and operating community based equestrian facilities; and

WHEREAS, on or about January 25, 2019, CITY and RIDE ON entered into an Interim Memorandum of Understanding for RIDE ON to operate the Rancho Potrero Equestrian Property as a public equestrian facility, (hereinafter the "**Operating Agreement**"), a copy of which, inclusive of all amendments, is attached hereto as **Exhibit C**; and

WHEREAS, COSCA will be/has transferring/ed all of its ownership and interest in the land, improvements and operation at the Rancho Potrero Equestrian Property to CRPD and the Parties therefore wish to termination the Lease Agreement.

SECTION TWO – AGREEMENT

NOW THEREFORE, the Parties hereby agree as follows:

- 1) The Lease Agreement between COSCA and CITY is hereby terminated, and all rights and responsibilities of the Parties thereunder are ended, effective as of _____.
- 2) City shall execute a Quitclaim Deed, attached hereto as **Exhibit D**, transferring title to all City owned improvements at Rancho Potrero Equestrian Property to CRPD excepting Lynn Road street improvements and traffic signal improvements, no later than March ____, 2021.
- 3) City shall execute an Assignment of Operating Agreement, attached hereto as **Exhibit E**, transferring all right, title and interest in the Operating Agreement from CITY to CRPD, no later than March ____, 2021;
- 4) Miscellaneous.
 - a) Third Parties. Except as otherwise expressly provided for in this Agreement, no rights shall inure to any third party from the obligations, representations and agreements of the Parties made in this Agreement.
 - b) Interpretation of Agreement. This Agreement is to be construed fairly and not in favor of or against any Party, regardless of which Party or Parties drafted or participated in the drafting of its terms. Any rule of construction that a document is to be construed against the drafting Party shall not be applicable to this Agreement. This portion of this Agreement, like all other portions, was subject to negotiation.
 - c) Final Agreement. This Agreement (including without limitation the Exhibits hereto) contains the entire agreement and understanding concerning the subject matter among the Parties, and supersedes all prior and contemporaneous oral and written agreements and discussions. Each Party hereto acknowledges that no other Party or any agent or attorney of any of the Parties has made any promise, representation or warranty whatsoever, express or implied, not contained herein concerning the subject matter hereof to induce any Party to execute this Agreement in reliance upon any such promise, representation, or warranty not contained herein. This Agreement may not be modified or amended unless all of the Parties to this Agreement execute a written amendment thereto or modification thereof.
 - d) Investigation. Each Party to this Agreement has read this Agreement and understands the contents hereof, and has made such investigation of the facts pertaining to this Agreement and of all the matters pertaining thereto as it deems necessary.
 - e) Successors and Assigns. The provisions of this Agreement shall be deemed to obligate, extend to, and inure to the benefit of the legal predecessors, successors, assigns, transferees, grantees and heirs of

each of Party to this Agreement, and to their respective agents, employees, attorneys, representatives, officers, and directors.

- f) No Waiver. Failure to insist on compliance with any term, covenant or condition contained in this Agreement shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power contained in this Agreement at any one time or more times be deemed a waiver or relinquishment of any right or power at any other time or times.
- g) Authority. Each of the undersigned in executing this Agreement represents and warrants that it has full authority and legal power to represent and execute this Agreement on behalf of itself and its Related Parties, and that such party's signature hereon shall be binding thereon.
- h) Severability. In the event that any provision of this Agreement shall be held to be void, voidable or unenforceable, the remaining portions thereof shall remain in full force and effect.
- i) Governing Law. This Agreement has been executed in the State of California. This Agreement and the rights and obligations of the Parties hereto under this Agreement shall be construed and enforced in accordance with and governed by the internal laws of the State of California without regard for conflict of law provisions.
- j) Headings. The headings and the order in which the paragraphs appear in this Agreement have no significance whatsoever.
- k) Notices. Any notice, request, demand or other communication which is required or may be given under or in connection with this Agreement shall be in writing and shall be deemed to have been duly given if mailed by certified or registered mail, return receipt requested, by personal delivery by overnight delivery service (e.g. Federal Express), or by fax addressed as follows:

If to COSCA:

BRIAN STARK
COSCA Administrator
Conejo Open Space Conservation Agency
2100 Thousand Oaks Blvd.
Thousand Oaks, CA 91362
Tel: (805) 449-2345
Email: bstark@toaks.org

If to CITY:

TIM GILES
Director, Human Resources Department
City of Thousand Oaks
2100 Thousand Oaks Blvd.
Thousand Oaks, CA 91362
Tel: (805) 449-2144
Email: tgiles@toaks.org

Commented [GR1]: Shouldn't this be CM?

Notices, demands, consents, approvals, and other communications which are mailed by certified or registered mail shall be given when delivered; provided, however, that if any such notice or other communication shall also be sent by facsimile machine, such notice shall be deemed given at the time and on the date of machine transmittal if the sending party receives a written send verification on its machines and forwards a copy thereof with its mailed or courier delivered notice or communication.

- l) Time. Time is of the essence in the performance of this Agreement.
- m) Counterparts. This Agreement may be executed and delivered in two or more counterparts, each of which when so executed and delivered shall be the original, but such counterparts together shall constitute but one and the same instrument. Electronic or facsimile signatures shall be deemed original signatures.
- n) Attorneys' Fees. If any Party brings an action against any other Party to enforce, interpret, or for breach of, this Agreement, the prevailing Party (as determined by the arbitrator or court adjudicating such action), shall be entitled to an award of all reasonable costs, fees and expenses of counsel from the non-prevailing Party whether or not such action results in a final judgment in favor such Party.

[\[Signatures on Following Pages\]](#)
[Signature Page to follow](#)

Formatted: Centered, Indent: Left: 0.25", No bullets or numbering

I HAVE READ THE FOREGOING AGREEMENT AND FULLY UNDERSTAND AND ACCEPT IT.

DATED: _____, 2021 CITY OF THOUSAND OAKS, a municipal corporation

By: _____
ANDREW P. POWERS
City Manager

DATED: _____, 2021 CONEJO OPEN SPACE CONSERVATION AUTHORITY, a joint power agency

By: _____
BRIAN STARK
COSCA Administrator

Attest:

CYNTHIA M. RODRIGUEZ
City Clerk

Approved As To Form:

David Womack, Assistant City Attorney

EXHIBIT A

That portion of Lot 7 of the Broome Estate Ranch, in the County of Ventura, State of California, as shown on the Map thereof filed in the office of the County Clerk of said Ventura County, in the action of Thornhill Francis Broome vs. Frances Broome, et al (Case No. 5181) described as follows

Commencing at the Northeast corner of said Lot 7; thence along the Northerly line of said Lot 7, as shown on Tract Map filed in Book 129 Pages 53 thru 70 of Miscellaneous Records (Maps) in the office of the County Recorder of said County, North 89°12'28" West 1956.57 feet; thence North 89°10'52" West 200.00 feet to the True Point of Beginning; thence

- 1st South 00°49'08" West 625.00 feet; thence
- 2nd North 89°10'52" West 232.07 feet; thence
- 3rd North 50°39'13" West 160.77 feet; thence
- 4th South 86°42'00" West 347.66 feet; thence
- 5th North 21°19'24" West 171.98 feet; thence
- 6th North 82°40'20" West 338.85 feet; thence
- 7th South 32°48'29" West 54.92 feet; thence
- 8th North 86°59'57" West 248.87 feet; thence
- 9th North 80°43'45" West 138.96 feet; thence
- 10th South 72°20'01" West 219.31 feet; thence
- 11th North 69°38'24" West 340.04 feet; thence
- 12th North 00°49'08" East 324.59 feet to the Northerly line of said Lot 7, thence Easterly along said Northerly line
- 13th South 89°10'52" East 2049.78 feet to the Point of Beginning.

Containing 926,345 Sq. Ft. 21.27 Ac. more or less

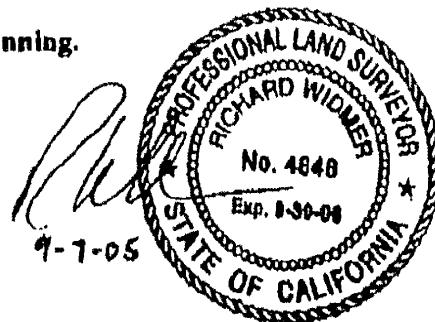
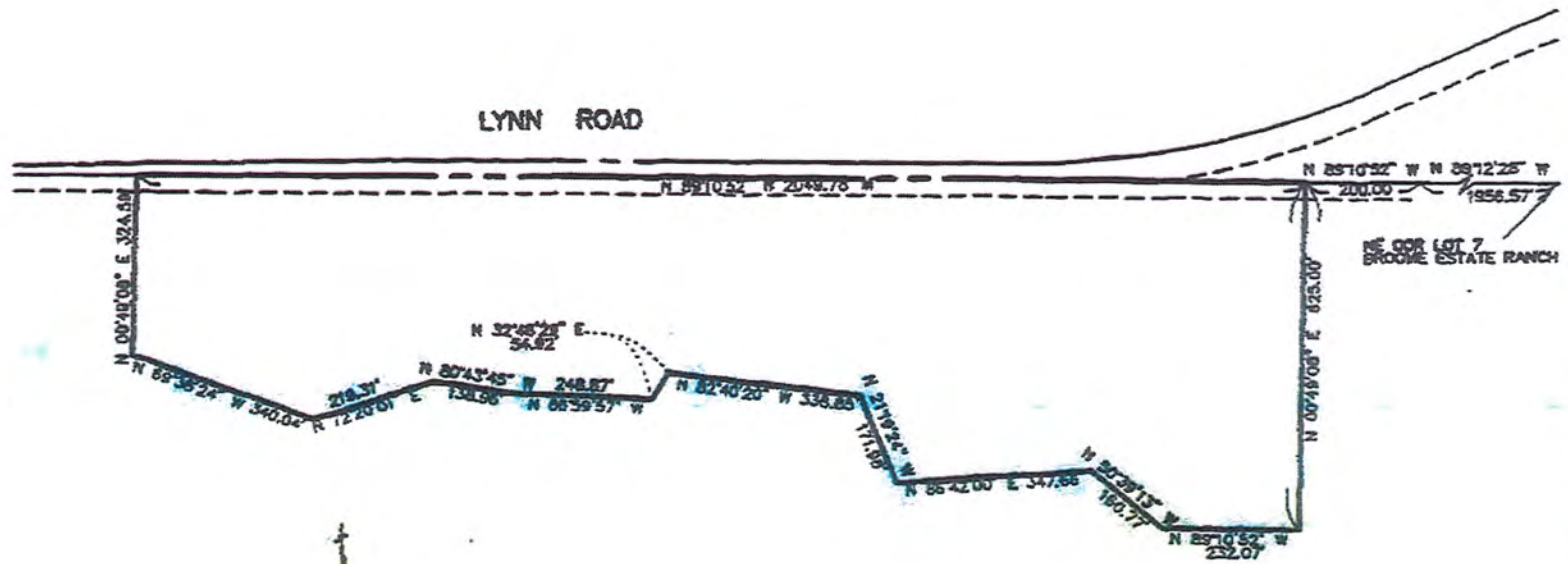


EXHIBIT "B"



PREPARED BY
PEAK SURVEYS INC.
 CIVIL ENGINEERING & LAND SURVEYING
 2488 TOWNSGATE RD Suite D
 WESTLAKE VILLAGE CA 91361
 (805) 487-0102 Fax (805) 496-7014
 www.peakinc.com

Contract No. 7962-2007

EXHIBIT B

Lease between Conejo Open Space Conservation Agency and City of Thousand Oaks for Rancho Potrero Equestrian Center

This Lease is made and executed on January 23, 2007 by and between Conejo Open Space Conservation Agency, a joint powers agency consisting of the City of Thousand Oaks, a municipal corporation, and the Conejo Recreation and Park District, a public district ("COSCA"), and the City of Thousand Oaks, a municipal corporation of the state of California ("City").

RECITALS

1. COSCA is the owner of record of approximately 20 acres located in the northeast corner of that real property commonly known as Rancho Potrero. Rancho Potrero consists of 326 acres adjacent to the south side of West Potrero Road, Ventura County, California and is owned by Mountains Recreation and Conservation Authority (MRCA). This 20-acre area shall be the lease property under this Agreement as more particularly depicted in Exhibit A and described in Exhibit B, attached hereto.

2. The site is currently being leased for a public equestrian center and has improvements thereon.

3. COSCA wishes to lease the property to City, together with all rights, privileges, and easements appurtenant thereto (collectively Property). COSCA further wishes to convey title and its interest to all buildings, structures, and other improvements (collectively Improvements) thereon to City.

4. CITY wishes to lease Property from COSCA to continue its use as a public equestrian center by subleasing the Property to an operator of the equestrian center. City further wishes to take title to Improvements on the Property.

5. City lease of the Property from COSCA for equestrian center purposes is consistent with the conceptual framework for Rancho Potrero Land Management and Ownership as approved by the City Council on September 27, 2005 and by the COSCA Board of Directors on November 9, 2005.

LEASE

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, COSCA and City hereby agree as follows.

Section 1. Lease of Property.

A. COSCA hereby leases, transfers and demises to City, and City hereby leases and takes from COSCA, the Property for the terms and upon the agreements, covenants and conditions set forth in this Lease.

B. COSCA currently leases the Property to Alvin B. Caddin, and by this Lease hereby assigns all its rights to the Caddin lease. COSCA will execute and deliver to City an Assignment of the Caddin Lease as set forth in Exhibit C.

C. COSCA reserves to itself the nonexclusive right of ingress/egress from the western Property entrance on Lynn Road to the northwestern corner of the property as generally shown in Exhibit D, for the purpose of emergency/maintenance access for COSCA, and for public ingress/egress to a proposed trailhead if determined to be needed by COSCA.

Section 2. Appurtenant Rights.

The appurtenant rights referred to in this Lease are the nonexclusive rights of access/egress to and from the Property from the designated driveways from Lynn Road as generally shown on Exhibit B. The appurtenant rights also include the nonexclusive right to pass into and use the open space trails within the other the 306 acres of the Rancho Potrero parcels to the extent that such use is not prohibited by MRCA.

Section 3. Title to Buildings and Improvements.

A. Title to all buildings, structures and improvements that now, or may from time to time constitute a part of the Property, all machinery, equipment and fixtures that are now, or may from time to time be, used, or intended to be used in connection with the Property (collectively Improvements) shall be and remain in City until the termination of this Lease. Contemporaneously with the execution of this Lease, COSCA will execute and deliver to City a Quit Claim Deed set forth as Exhibit E for the purpose of vesting City's title to such Improvements. Upon the termination of this Lease, title to all such property, buildings, structures and improvements and all such machinery, equipment and fixtures shall pass to and vest in COSCA without cost or charge to it.

B. City, on termination of this Lease, shall execute and deliver any and all deeds, bills of sale, assignments, Quit Claim Deed and other documents which in COSCA's sole judgment may be necessary or appropriate to transfer, to evidence or to vest in COSCA clear title to any of the property described in the foregoing subsection A located on the Property at the time of such termination. In addition, City shall deliver to COSCA on termination of this Lease originals or certified copies of any plans, reports, contracts or other items relating to the ownership or operation of the Property.

Section 4. Term and Option.

A. The term of this Lease shall be 50 years (the "Term") commencing on January 25, 2007 (the "Commencement Date"), and, unless sooner terminated or extended as herein provided, shall terminate at midnight on January 24, 2057.

B. City may, at its option, extend this Lease for two additional twenty-four (24) year periods. Each period shall commence on the day following the termination of the preceding term and shall terminate twenty-four (24) years after the termination of the preceding term. The option for each period shall be exercised separately by City giving COSCA written notice at least six (6) months prior to the commencement of each option period. The extensions shall be on all the same terms and conditions as are contained herein.

Section 5. Use of Property.

City shall use the Property for a public equestrian center including, but not limited to, the stabling of horses and other ranch animals, riding activities and operation of the center.

Section 6. Rent.

A. City shall pay to COSCA annually as rent for the use and occupancy of the Property any Excess Income from gross revenues less operating expenses for operation of the site, as follows:

1. City shall pay COSCA fifty percent (50%) of Excess Income until such time that City has recouped from City's share of Excess Income its initial outlay of up to two million dollars (\$2,000,000) in capital improvements (Capital Improvement Outlay) to the Property. City shall not be entitled to interest on this Capital Improvement Outlay.

2. The year following City's recouping its Capital Improvement Outlay and each year thereafter, COSCA shall receive one hundred percent (100%) of Excess Income.

B. By September 30 of each year starting in 2007, City shall submit to COSCA any rent due and an Operating Statement covering the previous period of July 1 through June 31 (Fiscal Year). The Operating Statement will show gross revenue less operating expenses for the site and any Excess Income due as rent.

C. The Operating Statement furnished by City shall be certified as correct by City's duly authorized financial officer. City shall keep complete, accurate and appropriate books and records of operations in accordance with sound accounting practice. Such books and records, as well as all other relevant documents as COSCA shall reasonably require, shall, upon reasonable written notice, be open for inspection by COSCA, its auditors or other authorized representatives.

D. Annual Operating Statement and Rent (and all other moneys and charges payable by City to COSCA hereunder) shall be paid by City to COSCA in lawful money of the United States of America and shall be delivered to COSCA's address for notices hereunder, or to such other person or at such other place as COSCA may from time to time designate by notice in writing to City.

E. Excess Income shall be deemed to be the amount by which the Gross Income (as hereinafter defined) for each Fiscal Year exceeds the Operating Expenses (as hereinafter defined) for such Fiscal Year.

1. As used herein, "Gross Income" shall include all rental or other income received from the operations of the Property or from the use of any improvements. In the event and so long as City occupies any portion of improvements (for purposes other than the administration and management of the operations of the improvements) there shall be added to Gross Income an amount equal to the Fair Rental Value of such occupied space, less the amount of any rental paid by City for such occupancy.

2. As used herein, "Operating Expenses" shall mean all non-reimbursed operating and administrative expenses relating to the Property or the improvements. Without limiting the foregoing, Operating Expenses may include any cost that City incurs pursuant to this Lease, even if such cost or expense is required to be at City's sole expense hereunder and/or at no cost to COSCA. Notwithstanding the foregoing, Operating Expenses shall not include the Capital Improvement Outlay nor include Rent paid to COSCA pursuant to the terms of this Lease nor include City staff time in administering any sublease for the property.

Section 7. Taxes and Assessment.

City covenants and agrees to pay and discharge, during the entire Term, before delinquency, all taxes, assessments, water charges, sewer charges, utility rates and fees, levies or other charges, general, special, ordinary, extraordinary and otherwise, of every kind and character which are or may during the Term be levied, charged, assessed or imposed upon or against the Property or improvements or any future buildings or improvements located thereon, or against any of City's personal property now or hereafter located thereon, or which may be levied, charged, assessed or imposed upon or against the leasehold estate created hereby.

Section 8. Quiet Enjoyment.

COSCA covenants that upon City's performance and observance of all of the agreements, covenants and conditions herein contained on the part of City to be performed and observed, City shall peaceably hold and quietly enjoy the Property during the entire Term without hindrance, molestation or interruption by COSCA or by anyone lawfully or equitably claiming by, through or under COSCA.

Section 9. Permits, Licenses, Etc.

COSCA will from time to time during the Term execute and deliver all applications for permits, licenses or other authorizations relating to the Property required by any municipal, county, state, or Federal authorities, or required in connection with the construction, reconstruction, repair or alteration of any buildings or improvements now or hereafter constituting a part of the Property. COSCA will from time to time during the Term execute, acknowledge and deliver any and all instruments required to grant rights-of-way and easements in favor of municipal and other governmental authorities or public utility companies incident to the installation of water lines, fire hydrants, sewers, electricity, telephone, gas, steam, and other facilities and utilities reasonably required for the use and occupancy of the Property. City shall reimburse COSCA for any sum paid by COSCA in respect of the matters specified in this Section 9.

Section 10. Repairs and Governmental Regulations.

City shall, during the Term, at its own cost and expense and without any cost or expense to COSCA:

1. Keep and maintain all buildings and improvements now or hereafter located on the Property (subject to City's right to demolish) and all appurtenances thereto in good and neat order and repair and shall allow no nuisances to exist or be maintained therein. City shall likewise keep and maintain the grounds, sidewalks, roads and parking, and landscaped areas in good and neat order and repair. COSCA shall not be obligated to make any repairs, replacements or renewals of any kind, nature or description whatsoever to the Property or any buildings or improvements now or hereafter located thereon, and City hereby expressly waives all right to make repairs at COSCA's expense under sections 1941 and 1942 of the California Civil Code, or any amendments thereof; and

2. Comply with and abide by all federal, state, county, municipal and other governmental statutes, ordinances, laws and regulations affecting the Property, all buildings and improvements now or hereafter located thereon, or any activity or condition on or in the Property.

Section 11. Improvements, Changes, Alterations, Demolition and Replacement

A. City shall have the right and at its own expense at any time and from time to time during the Term to make such improvements to the Property and such changes and alterations, structural or otherwise, to any buildings, improvements, fixtures and equipment now or hereafter located on the Property, including demolition of any or all buildings and improvements now or hereafter located on the Property and replacement thereof, as City shall deem necessary or desirable.

B. Any demolition activity and all improvements, changes and alterations (other than changes or alterations of movable trade fixtures and equipment or improvements) shall be undertaken in all cases subject to the following additional condition which City covenants to observe and perform:

1. No improvement, change or alteration, and no demolition and replacements shall be undertaken until City shall have procured and paid for, so far as the same may be required from time to time, all municipal and other governmental permits and authorizations of the various municipal departments and governmental subdivisions having jurisdiction, and COSCA agrees to join in the application for such permits or authorizations whenever such action is necessary.

Section 12. Assignment and Subletting.

The parties hereto acknowledge that City will sublease the Property to an operator of a public equestrian center. Any such sublease shall comply with subsection B., below.

- A. City may assign this Lease, or any interest therein, at any time provided that:
1. no default exists in the performance or observance of any agreement, covenant or condition of this Lease on the part of City to be performed or observed as of the date of such assignment;
 2. the assignment shall be in writing, duly executed and acknowledged by City and the assignee, in form satisfactory to COSCA, providing that the assignee assumes and agrees to perform and observe all the agreements, covenants and conditions of this Lease on the part of City to be performed and observed;
 3. COSCA approves such assignment in writing prior to such assignment taking effect; and
 4. an executed original of such assignment shall be delivered to COSCA.

B. City shall have the right, in the regular and ordinary course of its business of maintaining and operating the buildings and improvements now or hereafter located on the Property, to sublease the Property or improvements thereon for any use permitted by Section 5 hereof; provided, however, that each such sublease shall be subject and subordinate to this Lease and the rights of COSCA hereunder.

Section 13. Fire and Liability Insurance

A. During the period of the construction of any improvements upon the Property, City shall at its sole expense obtain and keep in force builder's risk insurance, insuring City, COSCA, and such other parties as City may designate as an additional insured hereunder, against all risks of physical loss and/or damage from any cause (exclusive of earthquake and subject to usual policy exclusions) to all buildings, structures, materials and real property to be improved, located on or forming a part of the Property under improvement. If City shall cause such construction to be performed by another, City shall require such insurance by that entity to cover the risk listed above.

B. City, or in City's sole discretion its sublessee, shall, at its sole expense, obtain and keep in force during the Term general liability insurance with limits of not less than Five Million Dollars (\$5,000,000) for injury to or death of any number of persons in one occurrence, and not less than One Million Dollars (\$1,000,000) for damage to property, insuring against any and all liability of COSCA and City including, without limitation,

coverage for broad form property damage, personal injury, and non-owned automobile liability, with respect to the Property or arising out of the maintenance, use or occupancy thereof. All of such insurance shall be noncontributing with any insurance which may be carried by COSCA and shall contain a provision that COSCA, although named as an insured, shall nevertheless be entitled to recover under the policy for any loss, injury or damage to COSCA, its agents and employees, or the property of such persons.

C. City, if its employees are performing duties on the Property, shall provide workers' compensation statutory benefits as required by law. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects to COSCA and COSCA's officers, employees, agents and volunteers. Employer's liability coverage provided by such insurance shall be scheduled under any primary or umbrella policy described above to meet general liability insurance requirements.

D. All insurance provided for herein, and all renewals thereof, shall be issued by insurers authorized to do business in the State of California, and with a minimum "Best's" Insurance Guide rating of "A:VII" or approved by COSCA. All insurance policies shall be subject to approval by COSCA as to form and substance. The limits and coverage of all such insurance shall be adjusted by agreement of COSCA and City during every fifth Lease Year during the Term in conformity with the then prevailing custom of insuring property similar to the Property in the City of Thousand Oaks, and any disagreement regarding such adjustment shall be settled by COSCA's Board of Directors in its sole discretion. Upon the issuance thereof, each insurance policy or a duplicate or certificate thereof shall be delivered to COSCA. Any sublessee of City shall comply with all of the above insurance requirements.

E. All amounts that shall be received under any insurance policy specified in subsection A. above, shall be first applied to the payment of the cost of repair, reconstruction or replacement of any buildings or improvements, or furniture, fixtures, equipment and machinery, that is damaged or destroyed. Any amount remaining from the proceeds of any such insurance funds, after the repairing, reconstructing and replacing of any buildings or improvements, or furniture, fixtures, equipment and machinery, as herein required, shall be immediately paid to and be the sole property of City. Notwithstanding the foregoing, if any governmental law or regulation governing land use prohibits the restoration or reconstruction of the buildings or improvements damaged or destroyed to their pre-casualty state, any excess insurance proceeds over restoration or reconstruction costs that are the consequence of such prohibition shall be allocated pursuant to the priorities set forth in Section 17, below. If said insurance proceeds shall be insufficient in amount to cover the cost of repairing, reconstructing or replacing any buildings or improvements, or furniture, fixtures, equipment and machinery, as herein required, City may elect to terminate this Lease pursuant to Section 14 below.

Section 14. Destruction.

City bears all risk of loss or destruction to the Property or any building or improvement on the Property. In case of destruction, there shall be no abatement or reduction of rent. If during the term, the Property or any improvements are totally or partially destroyed from any cause, rendering the same totally or partially inaccessible or unusable, City:

A. Shall make repairs, reconstruction or replacement, if there are insurance proceeds to be applied to the payment of the cost of such repair, reconstruction or replacement of any buildings or improvements, as provided in subsection 13. E, above. If such proceeds are insufficient to cover the cost of repair, reconstruction or replacement, as required by subsection 13. E, above, then City may elect to abandon the Property and restore the Property to its original undeveloped condition thereby terminating this Lease. City shall make such election within 90 days of the destruction and shall give written notice of abandonment to COSCA pursuant to Section 26, below.

B. If there are no insurance proceeds to cover repair, reconstruction or replacement of the Property or improvements, then City may elect to abandon the Property and restore the Property to its original undeveloped condition thereby terminating this Lease. City shall make such election within 90 days of the destruction and shall give written notice of abandonment to COSCA pursuant to Section 26, below.

C. If the City elects not to abandon the Property, then City shall repair, reconstruct or replace any building and other improvements to the Property to substantially the same condition as they were in immediately before destruction. Such repairs, reconstruction or replacement shall be completed within one year from the destruction. If repairs, reconstruction or replacement can not be completed within one year, then COSCA may elect to terminate this Lease upon 90 day notice to City pursuant to Section 26, below.

Section 15. Mechanics' and Other Liens.

City shall promptly discharge or remove by bond or otherwise prior to foreclosure thereof, any and all mechanics', materialmen's and other liens for work or labor done, services performed, materials, appliances, teams or power contributed, used or furnished to be used in or about the Property for or in connection with any operations of the equestrian center, any alterations, improvements, repairs or additions which City may make or permit or cause to be made, or any work or construction by, for or permitted by City on or about the Property, and to save and hold COSCA and all of the Property and all buildings and improvements thereon free and harmless of and from any and all such liens and claims of liens and suits or other proceedings pertaining thereto. City covenants and agrees to give COSCA written notice not less than twenty (20) days in advance of the commencement of any construction, alteration, addition, improvement or repair costing in excess of Twenty Five Thousand Dollars (\$25,000) in order that COSCA may post appropriate notices of COSCA's non-responsibility.

Section 16. Indemnity

A. City shall have the right to contest the amount or validity of any lien of the nature set forth in Section 15 hereof or the amount or validity of any tax, assessment, charge, or other item to be paid by City under Section 7 hereof by giving COSCA written notice of City's Intention to do so within twenty (20) days after the recording of such lien or at least ten (10) days prior to the delinquency of such tax, assessment, charge, or other item, as the case may be. In any such case, City shall not be in default hereunder until ten (10) days after the final determination of the amount or validity thereof, within which time City shall satisfy and discharge such lien or pay such tax, assessment, charge or other item to the extent held valid and all penalties, interest, and costs in connection therewith. In the event of any such contest, City shall protect and indemnify COSCA against all loss, cost, expense, and damage resulting therefrom.

B. To the fullest extent allowed by law, City covenants and agrees that COSCA shall not at any time or to any extent whatsoever be liable, responsible or in anywise accountable for any loss, injury, death, or damage to persons or property which, at any time may be suffered or sustained by City or by any person who may at any time be using, occupying, or visiting the Property or be in, on or about the Property, from any cause whatsoever, except when whether such loss, injury, death, or damage shall be caused by or in anywise result from or arise out of the sole negligence or intentional acts or omissions of COSCA or COSCA's officers, employees or volunteers. Furthermore, City shall forever indemnify, defend, hold, and save COSCA and COSCA's officers, employees or volunteers free and harmless of, from and against any and all claims, liability, loss, or damage whatsoever on account of any such loss, injury, death or damage occasioned by any cause other than COSCA's or COSCA's officers, employees or volunteers sole negligence or intentional acts or omissions. City hereby waives all claims against COSCA and COSCA's officers, employees or volunteers for damages to the buildings and improvements now or hereafter located on the Property and to the property of City in, upon or about the Property, and for injuries to persons or property in, on or about the Property, from any cause arising at any time, except for any such claims arising from the sole negligence or intentional acts or omissions committed by COSCA or COSCA's officers, employees or volunteers. City's indemnity obligation set forth in this Section shall survive the termination or expiration of this Lease with respect to any claims or liabilities arising out of injury or damage to person or property which occurs during the Term.

Section 17 . Eminent Domain.

A. If the whole of the Property should be taken by any public or quasi-public authority other than by City under the power or threat of eminent domain during the Term, or if a substantial portion of the Property should be taken so as to materially impair the use of the Property contemplated by City, and thereby frustrate City's purpose in entering into this Lease, then, in either of such events, this Lease shall terminate at the time of such taking. In such event, the compensation and damages

payable for or on account of the Property, exclusive of the buildings and improvements thereon, City shall receive a sum equal to the worth at the time of the compensation award of the amount by which the fair rental value of the Property exceeds the rental payable pursuant to the terms of this Lease for the balance of the Term; the balance of such compensation and damages shall be payable to and be the sole property of COSCA. All compensation and damages payable for or on account of the buildings and improvements located on the Property and constituting a part of the Property shall be the sole property of City.

B. If less than the whole of the Property should be taken by any public or quasi-public authority other than by City under the power or threat of eminent domain during the Term and this Lease is not terminated as provided in subsection A., above, City shall promptly reconstruct and restore the Property, with respect to the portion of the Property not so taken, as an integral unit of the same quality and character as existed prior to such taking. The Rent payable by City following such taking shall be equitably reduced by agreement of COSCA and City in accordance with the reduced economic return to City, if any, which will occur by reason of such taking. The compensation and damages payable for, or on account of, such taking shall be applied to the reconstruction and restoration of the Property by City pursuant to this subsection by application, first, of any sums payable for or on account of the buildings and improvements situated on the Property, and second, of any sums payable for or on account of the Property exclusive of such buildings and improvements. The remainder, if any, after reconstruction and restoration shall be divided among COSCA and City in the manner provided in subsection A., above.

C. No taking of any leasehold interest in the Property or any part thereof shall terminate or give City the right to surrender this Lease, nor excuse City from full performance of its covenants for the payment of rent and other charges or any other obligations hereunder capable of performance by City after any such taking, but in such case all compensation and damages payable for or on account of such taking shall be payable to and be the sole property of City.

Section 18. COSCA's Right of Inspection.

COSCA may, at any reasonable time and from time to time during the Term, enter upon the Property for the purpose of inspecting the buildings or Improvements now or hereafter located thereon and for such other purposes as may be necessary or proper for the reasonable protection of its interests.

Section 19. Condition of Premises and Hazardous Waste.

A. As used herein "Hazardous Material" shall be interpreted broadly to mean any substance, material or waste defined or designated as hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to

include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease.

B. City has visually examined and has reasonable knowledge of the condition of Premises and accepts such "as is". City has received same in good order and repair, and no representations as to condition or repair thereof have been made by COSCA or its agents prior to, or at execution of, this Lease.

C. The parties acknowledge that a Special Use Permit (SUP) and Mitigated Negative Declaration (MND) were issued for use of the Property as an equestrian center. The MND provides that certain mitigation measures be taken and maintained in operating the site as an equestrian center to ensure that any effect on surface and ground water quality is less than significant. City shall comply with all the conditions of the SUP and MND in operating an equestrian center on the Property.

C. City represents that neither it nor any of its agents, employees, contractors, subcontractors or representatives will undertake, permit, or authorize the presence, use, manufacture, handling, generation, storage, treatment, transportation, discharge, release, burial or disposal on, under or in the vicinity of the Property of any Hazardous Material, except as permitted by environmental laws and other applicable laws. City shall notify COSCA and provide to COSCA a copy or copies, of all environmental permits, disclosures, applications, entitlements or inquiries relating to Hazardous Material on Property. City shall not cause the Property to be in violation of any environmental law or other federal, state, or local laws, ordinances and/or regulations relating to health, safety or industrial hygiene on, under or in the vicinity of the Property, including but not limited to, air, soil and groundwater conditions. Without limiting the generality of the foregoing, City agrees at all times to comply fully and in a timely manner with, and to cause all of its employees, agents and contractors to so comply with, all environmental laws.

D. If the presence, release, threat of release, placement on, under or in the vicinity of the Property, or the use, generation, manufacture, storage, treatment, transportation, discharge, release, burial or disposal on, under or in the vicinity of the Property of any Hazardous Material by City or City's contractor or sublessee that: (i) gives rise to liability, costs or damages (including but not limited to, a response action, remedial action or removal action) under any environmental law(s); (ii) causes or threatens to cause a significant public health effect; (iii) pollutes or threatens to pollute the environment; and/or (iv) caused the Property to be in need of testing, investigatory action, cleanup or remedial action, City, at its own expense, shall promptly take any and all investigatory, response, remedial and/or removal action(s) reasonably deemed necessary by COSCA in connection with the Property and any other affected property and mitigate exposure to liability arising from the Hazardous Material, whether or not such action(s) are required by law or by any governmental entity. City shall comply with all environmental laws and other applicable federal, state and local laws, ordinances and regulations in connection with any such investigatory, response, remedial or removal action(s).

E. City agrees to indemnify, defend and hold COSCA and its officers and employees harmless from and against any claim, action, suit, proceeding, loss, cost, liability, deficiency, fine penalty, punitive damage, or expense (including, without limitation, attorneys' fees), resulting from, arising out of, or based upon (i) the presence, release, use, generation, discharge, storage or disposal or any Hazardous Materials on, under, in or about, or the transportation of any such Hazardous Materials to or from, the Property, in connection with, or arising from City's or its contractor's or sublessee's use of the Property or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment or license relating to the use, generation, release, discharge, storage, disposal or transportation of Hazardous Materials on, under, in or about, to or from, the Property in connection with, or arising from City's or its contractor's or sublessee's use of the Property. This indemnity shall include, without limitation, any damage, liability, fine, penalty, parallel indemnity after closing cost or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease or death), tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environment, nuisance, contamination, leak, spill, release or other adverse effect on the environment.

Section 20: City's Defaults and COSCA's Remedies

A. City shall be in default if (Event of Default):

1. City does not timely remit payment of any rent or other moneys due hereunder and such nonpayment continues for a period of ten (10) days after written notice thereof to City;

2. City fails in the performance or observance of any of the other agreements, covenants or conditions of this Lease on the part of City to be performed and observed and such default shall continue for a period of thirty (30) days after written notice thereof to City, or, in the case of a default which cannot be cured by the payment of money and cannot be cured within thirty (30) days, shall continue for an unreasonable period after such written notice;

3. City abandons Property;

4. City admits in writing its inability to pay its debts generally as they become due, files a petition in bankruptcy, insolvency, reorganization, readjustment of debt, dissolution or liquidation under any law or statute of the federal government or any state government or any subdivision of either now or hereafter in effect, makes an assignment for the benefit of its creditors, consents to, or acquiesces in the appointment of a receiver of itself or of the whole or any substantial part of Property;

5. A court of competent jurisdiction enters an order, judgment or decree appointing a receiver of City or of the whole or any substantial part of Property, and such order, judgment or decree is not vacated, set aside or stayed within sixty (60) days from the date of entry of such order, judgment or decree;

6. A court of competent jurisdiction enters an order, judgment or decree approving a petition filed against City under any bankruptcy, insolvency, reorganization,

readjustment of debt, dissolution or liquidation law or statute of the Federal government or any state government or any subdivision of either now or hereafter in effect, and such order judgment or decree is not vacated, set aside or stayed within sixty (60) days from the date of entry of such order, judgment or decree; or

7. Under the provisions of any other law for the relief or aid of debtors, a court of competent jurisdiction assumes custody or control of City or of the whole or any substantial part of Property, and such custody or control is not terminated within sixty (60) days from the date of assumption of such custody or control.

B. Upon the occurrence of any Event of Default by City hereunder, COSCA shall have the following rights and remedies, in addition to all other rights and remedies of COSCA provided hereunder or by law:

1. The right to terminate this Lease, in which event City shall immediately surrender possession of Property, and pay to COSCA all rent and all other amounts payable by City hereunder to the date of such termination;

2. The remedies described in California Civil Code Section 1951.2, including, without limitation, the right to recover the worth at the time of award of the amount by which the unpaid rent for the balance of the Term after the time of award exceeds the amount of such rental loss for the same period that City proves could be reasonably avoided, as computed pursuant to subdivision (b) of section 1951.2 of the California Civil Code;

3. The remedy described in California Civil Code Section 1951.4 allowing COSCA to continue the lease in effect after City's breach and abandonment and recover rent as it becomes due, if City has right to sublet or assign, subject only to reasonable limitations as provided herein; or

4. The right to cause a receiver to be appointed in any action against City to take possession of the Property or to collect the rents or profits therefrom. Neither appointment of such receiver nor any other action taken by COSCA shall constitute an election on the part of COSCA to terminate this Lease unless written notice of termination is given to City.

Section 21.

Records and Right of Audit. City shall preserve books, records, documents, and other items evidencing its gross revenue and operating expenses for a period of three calendar years after each annual submittal of Operating Statement pursuant to Section 6, above. Within three years after the receipt of any Operating Statement under Section 6, COSCA at any time shall be entitled to carry out an audit of such Operating Statement either by COSCA or by an independent certified public accountant to be designated by COSCA. If it shall be determined as a result of such audit that there has been a deficiency in the payment of Rent, then such deficiency shall become immediately due and payable. If such Operating Statement for the relevant year shall be found to have understated Excess Income by more than two percent and COSCA is entitled to any additional rental as a result of said understatement, then City shall, in addition, pay all of COSCA's reasonable costs and expenses connected with such audit,

including the expense incurred in retaining such certified public accountant; otherwise COSCA shall bear the cost and expense of such audit.

Section 22. Nonwalver.

If any action or proceeding is instituted or if any other steps are taken by COSCA or City, and a compromise, part payment or settlement thereof shall be made, either before or after judgment, the same shall not constitute or operate as a walver by COSCA or City of any agreement, covenant or condition of this Lease or of any subsequent breach thereof. No walver of any default under this Lease shall constitute or operate as a walver of any subsequent default hereunder, and no delay, failure or omission in exercising or enforcing any right, privilege, or option under this Lease shall constitute a walver, abandonment or relinquishment thereof or prohibit or prevent any election under or enforcement or exercise of any right, privilege, or option hereunder. No walver of any provision hereof by COSCA or City shall be deemed to have been made unless and until such walver shall have been reduced to writing and signed by COSCA or City, as the case may be. The receipt by COSCA of rent with knowledge of any default under this Lease shall not constitute or operate as a walver of such default. Payment by City or receipt by COSCA of a lesser amount than the stipulated rent or other sums due COSCA shall operate only as a payment on account of such rent or other sums. No endorsement or statement on any check or other remittance or in any communication accompanying or relating to such payment shall operate as a compromise or accord and satisfaction unless the same is approved in writing by COSCA, and COSCA may accept such check, remittance or payment without prejudice to its right to recover the balance of any rent or other sums due by City and pursue any remedy provided under this Lease or by law.

Section 23. No Merger.

A. There shall be no merger of the leasehold estate created by this Lease with any other estate in the Property, including the fee estate, by reason of the fact that the same person may own or hold the leasehold estate created by this Lease, or an interest in such leasehold estate, and such other estate in the Property, including the fee estate, or any interest in such other estate; and no merger shall occur unless and until COSCA and City shall join in a written instrument effecting such merger and shall duly record the same.

B. No termination of this Lease shall cause a merger of the estates of COSCA and City, unless COSCA so elects and any such termination shall, at the option of COSCA, either work a termination of any sublease in effect or act as an assignment to COSCA of City's interest in any such sublease.

Section 24. No Partnership.

It is expressly understood and agreed that COSCA does not, in any way or for any purpose by executing this Lease, become a partner of City in the conduct of City's

business, or otherwise, or a joint venturer or a member of a joint enterprise with City in reference to City's operation or use of the Property for a public equestrian center.

Section 25. Covenants Run With Land.

The agreements, covenants and conditions in this Lease are and shall be deemed to be covenants running with the land and shall be binding upon and shall inure to the benefit of COSCA and City and their respective successors and assigns. All references in this Lease to "City" or COSCA" shall be deemed to refer to and include successors and assigns of City or COSCA, respectively, without specific mention of such successors or assigns.

Section 26. Notices.

Any notice or communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

TO CITY: Attention: Facilities Manager
Finance Department
City of Thousand Oaks
2100 Thousand Oaks Boulevard
Thousand Oaks, CA 91362

TO COSCA: General Manager (Secretary to COSCA)
Conejo Recreation and Park District
403 West Hillcrest Drive
Thousand Oaks, CA 91360-4223

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

Section 27. Limitation of COSCA's Liability.

In the event of any transfer of COSCA's interest in this Lease, COSCA (and in case of any subsequent transfer, the then transferor) shall be automatically freed and relieved from and after the date of such transfer of all personal liability for the performance of any covenants or obligations on the part of COSCA contained in this Lease thereafter to be performed; provided, however, that any funds in the hands of COSCA or the then transferor at the time of such transfer, in which City has an interest shall be turned over to the transferee and any amount then due and payable to City by COSCA or the then transferor under any provision of this Lease shall be paid to City; and provided, further, that upon any such transfer, the transferee shall expressly assume, subject to the

limitations of this Section, all of the agreements, covenants and conditions in this Lease to be performed on the part of COSCA, it being intended hereby that the covenants and obligations contained in this Lease on the part of COSCA shall, subject as aforesaid, be binding on COSCA, its successors and assigns, only during its period of ownership.

Section 28. Estoppel Certificates.

City or COSCA, as the case may be, will execute, acknowledge and deliver to the other and/or to any lender, promptly upon request, its certificate certifying (i) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the modifications) and (ii) whether there are then existing any defaults by City in the performance or observance by City of any agreement, covenant or condition hereof on the part of City to be performed or observed and whether any notice has been given to City of any default which has not been cured (and, if so, specifying the same). Any such certificate may be relied upon by a prospective purchaser, mortgagee or trustee under a deed of trust of the Property or any part thereof. The chief executive officer of either party has the authority to execute an estoppel certificate pursuant to this Section.

Section 29. Holding Over.

This Lease shall terminate without further notice upon the expiration of the Term, and any holding over by City after the expiration of the Term shall not constitute a renewal hereof or give City any rights hereunder or in or to the Property, except as otherwise herein provided, it being understood and agreed that this Lease cannot be renewed, extended or in any manner modified except in writing signed by COSCA and City except as provided in Section 4, above.

Section 30. Severability.

In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Lease, but this Lease shall be construed as if such invalid, illegal, or unenforceable provisions had not been contained herein.

Section 31. Time of the Essence.

Time is of the essence of each and all of the agreements, covenants, and conditions of this Lease.

Section 32. Consents.

Whenever in this Lease the consent or approval of either COSCA or City is required or permitted, the party requested to give such consent or approval will act promptly and will not unreasonably withhold its consent or approval unless otherwise specified.

Section 33. Short Form of Lease.

Contemporaneously with the execution of this Lease, COSCA and City will execute and acknowledge for recordation in the Official Records of the County of Ventura a Short Form Lease in the form of Exhibit F hereto.

Section 34. Integration.

This instrument constitutes the entire agreement between COSCA and City with respect to the subject matter hereof and supersedes all prior offers and negotiations, oral or written.

Section 35. Amendments.

This Lease may be modified only in writing and only if signed by the parties at the time of the modification.

Section 36. Governing Law.

This Lease, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation occur, venue shall be in Superior Court of Ventura County.

Section 37. Use of the term "City."

Reference to "City" in this Lease includes City Manager or any authorized representative acting on behalf of City.

Section 38. Captions.

The captions or headings in this Lease are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the Lease.


[Rest of page intentionally left blank.]

Section 39. Authorization.

Each party has expressly authorized the execution of this Lease on its behalf and bind said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint venturers, insurance carriers and any others who may claim through it to this Lease.

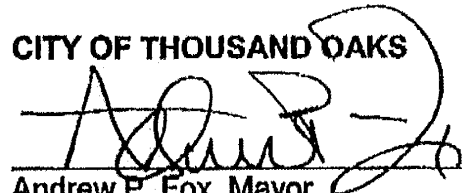
IN WITNESS WHEREOF, the parties have executed this Lease as of the date first written above.

COSCA



Jim Friedl, Secretary to COSCA

CITY OF THOUSAND OAKS



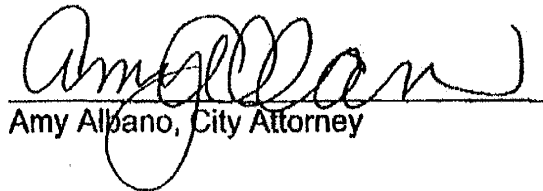
Andrew P. Fox, Mayor

ATTEST:



Linda D. Lawrence, City Clerk

APPROVED AS TO FORM



Amy Albano, City Attorney

CAO 531-75 1175v2 Equestrian Center/COSCA Formatted Lease to City

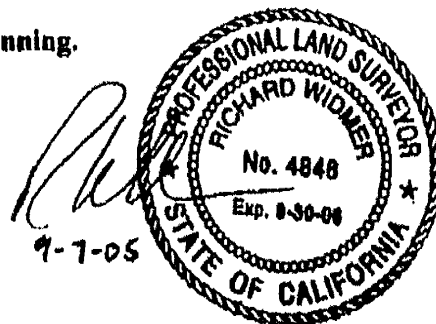
EXHIBIT A

That portion of Lot 7 of the Broome Estate Ranch, in the County of Ventura, State of California, as shown on the Map thereof filed in the office of the County Clerk of said Ventura County, in the action of Thornhill Francis Broome vs. Frances Broome, et al (Case No. 5181) described as follows

Commencing at the Northeast corner of said Lot 7; thence along the Northerly line of said Lot 7, as shown on Tract Map filed in Book 129 Pages 53 thru 70 of Miscellaneous Records (Maps) in the office of the County Recorder of said County, North 89°12'28" West 1956.57 feet; thence North 89°10'52" West 200.00 feet to the True Point of Beginning; thence

- 1st South 00°49'08" West 625.00 feet; thence
- 2nd North 89°10'52" West 232.07 feet; thence
- 3rd North 50°39'13" West 160.77 feet; thence
- 4th South 86°42'00" West 347.66 feet; thence
- 5th North 21°19'24" West 171.98 feet; thence
- 6th North 82°40'20" West 338.85 feet; thence
- 7th South 32°48'29" West 54.92 feet; thence
- 8th North 86°59'57" West 248.87 feet; thence
- 9th North 80°43'45" West 138.96 feet; thence
- 10th South 72°20'01" West 219.31 feet; thence
- 11th North 69°38'24" West 340.04 feet; thence
- 12th North 00°49'08" East 324.59 feet to the Northerly line of said Lot 7, thence Easterly along said Northerly line
- 13th South 89°10'52" East 2049.78 feet to the Point of Beginning.

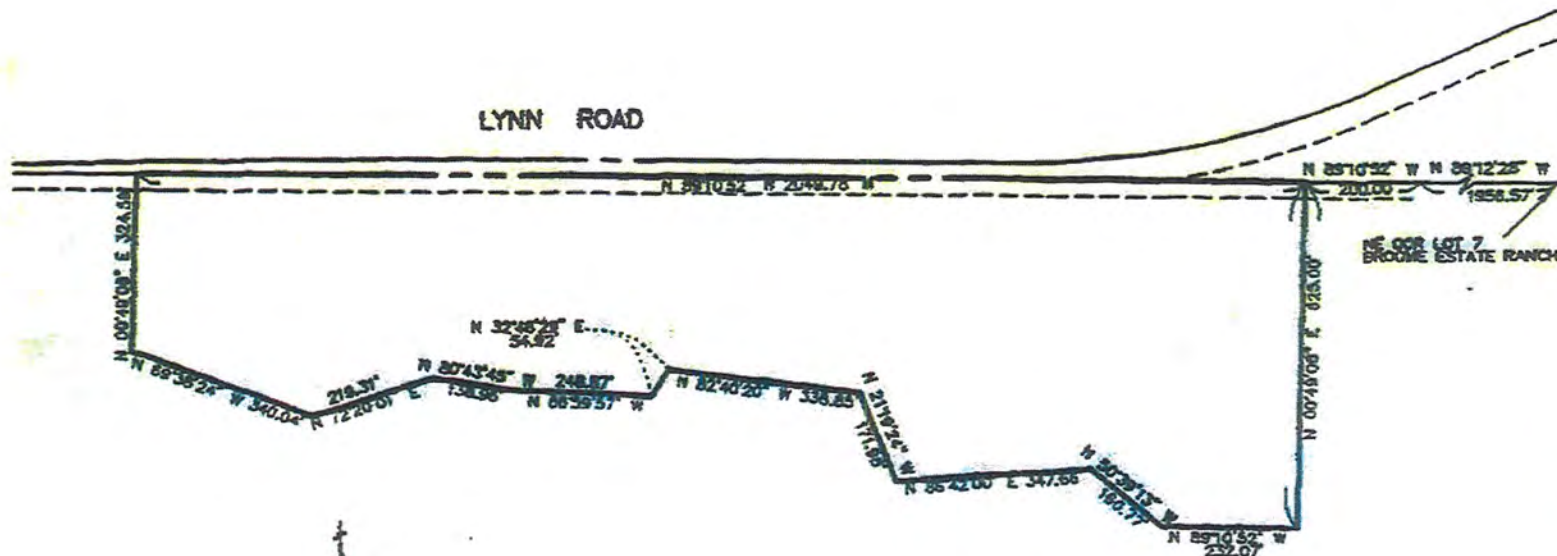
Containing 926,345 Sq. Ft. 21.27 Ac. more or less



Contract No. 7962-2007

EXHIBIT B

EXHIBIT "B"



PREPARED BY
PEAK SURVEYS INC.
 CIVIL ENGINEERING & LAND SURVEYING
 2488 TOWNSCAPE RD Suite D
 WESTLAKE VILLAGE CA 91361
 (805) 497-0102 Fax: (805) 496-7014
 www.peakinc.com

Contract No. 7962-2007

EXHIBIT C

ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE ("Assignment") is made as of January 25, 2007 between Conejo Open Space Conservation Agency, a joint powers agency consisting of the City of Thousand Oaks, a municipal corporation, and the Conejo Recreation and Park District, a public district (COSCA), and the City of Thousand Oaks, a municipal corporation of the state of California (City").

Recitals

- A. On April 27, 1995, City and Alvin Caddin entered into a Sublease for Interim Equestrian Use of a 20 acre parcel (Caddin Sublease). A copy of the Caddin sublease is attached and incorporated by reference as Exhibit A.
- B. On May 14, 1996, City approved the assignment of the Caddin Sublease to COSCA and COSCA accepted the assignment on June 12, 1996.
- C. The Caddin Sublease terminated in November 2001 and in accordance with Section 21 of the sublease the tenancy was converted to a month-to-month tenancy.
- D. COSCA desires to assign the Caddin Sublease to City, and City desires to accept the assignment of the Caddin Sublease from COSCA and assume obligations under Caddin Sublease.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, COSCA and City agree as follows:

Section 1. Assignment. COSCA assigns and transfers to City all right, title, and interest in Caddin Sublease and City accepts from COSCA all right, title, and interest, subject to the terms and conditions set forth in this Assignment.

Section 2. Assumption of Lease Obligations. City assumes and agrees to perform and fulfill all the terms, covenants, conditions, and obligations required to be performed and fulfilled by COSCA as Landlord under Caddin Sublease.

[Remainder of page intentionally left blank.]

Section 3. Successors and Assigns. This Assignment shall be binding on and inure to the benefit of the parties to it, their heirs, executors, administrators, successors in interest, and assigns.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

COSCA

Jim Friedl, Secretary to COSCA

CITY OF THOUSAND OAKS

Andrew P. Fox, Mayor

ATTEST:

Linda D. Lawrence, City Clerk

APPROVED AS TO FORM

Amy Albano, City Attorney

EXHIBIT D

Contract No. 7962-2007

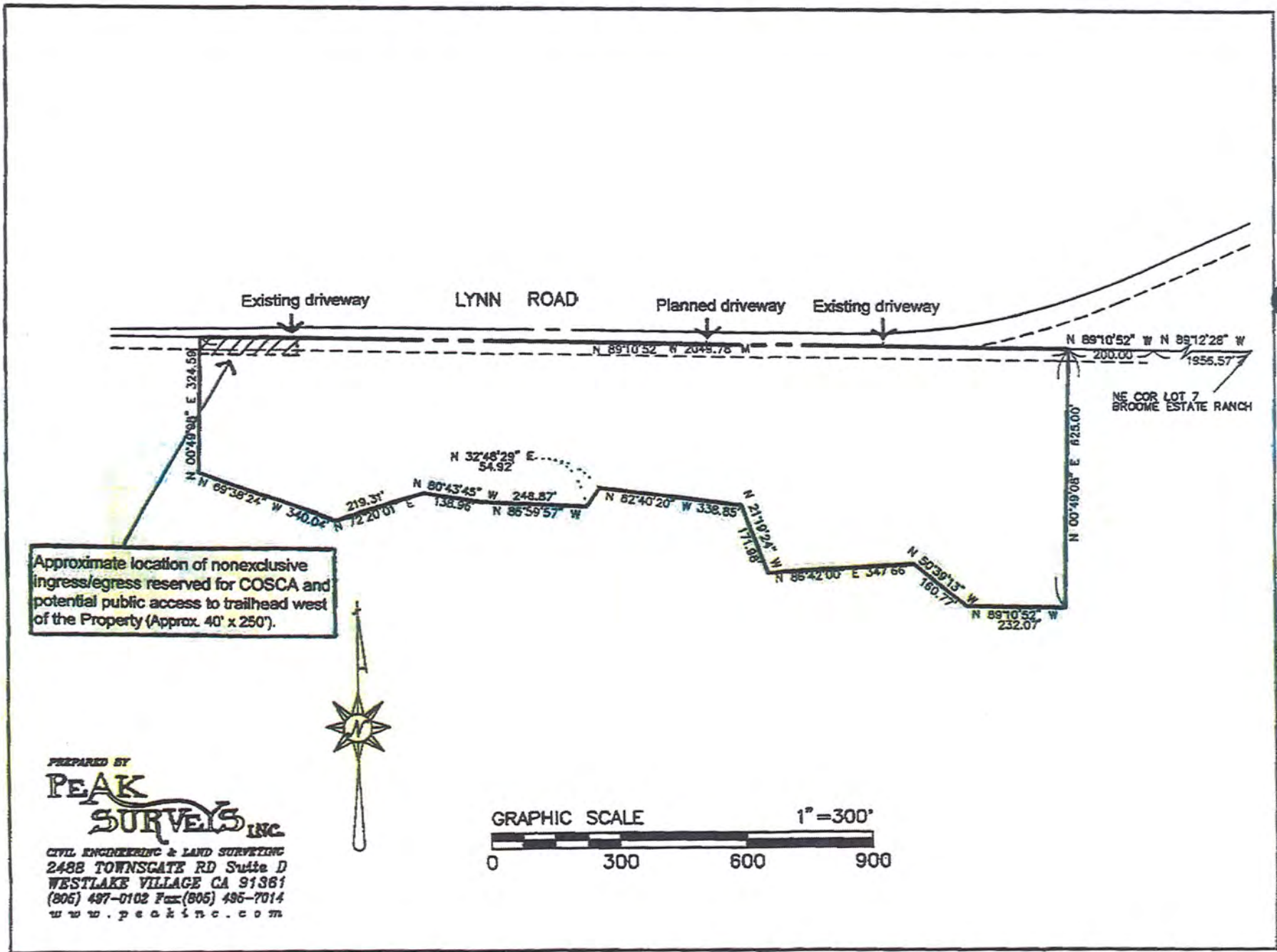


EXHIBIT E

Recording Request By
and When Recorded Return To:

Linda Lawrence
City Clerk
City of Thousand Oaks
2100 E. Thousand Oaks Blvd.
Thousand Oaks, CA 91362

QUITCLAIM DEED

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, Conejo Open Space Conservation Agency (COSCA), a joint powers agency consisting of the City of Thousand Oaks (City), a municipal corporation, and the Conejo Recreation and Park District, a special district (CRPD), does remise, release, and forever quitclaim to and the City all of its right, title and interest in and to any buildings, structures, or improvements now or hereafter situated upon that certain real property (the "Property") described in Exhibit A attached hereto. In addition, COSCA hereby conveys, transfers, and sells to City all of its rights and benefits (a) under any and all builder, contractor, architect and other warranties extended by third parties in connection with the construction or maintenance of the improvements situated on the Property, (b) under any and all permits and other governmental approvals, if any, issued in connection with the construction of such improvements, (c) all plans, specifications or other documents reports, or studies owned in connection with the Property or the improvements situated thereon, and (d) under any and all maintenance or service contracts with respect to the improvements now situated on the Property.

Executed as of January 25, 2007

COSCA

Jim Friedl, Secretary to COSCA

ACKNOWLEDGMENTS

STATE OF CALIFORNIA)
)
COUNTY OF _____) ss.

On _____, 2007, before me, _____,
the undersigned, a notary public in and for said State, personally appeared
_____, personally known to me
(or proved to me on the basis of satisfactory evidence) to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public in and for said State

EXHIBIT F

Recording Request By
and When Recorded Return To:

Linda Lawrence
City Clerk
City of Thousand Oaks
2100 E. Thousand Oaks Blvd.
Thousand Oaks, CA 91362

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") dated as of January 25, 2007, is entered into between Conejo Open Space Conservation Agency, a joint powers agency consisting of the City of Thousand Oaks, a municipal corporation, and the Conejo Recreation and Park District, a public district ("COSCA"), and the City of Thousand Oaks, a municipal corporation of the state of California ("City").

Recitals

A. On or about January 25, 2007 COSCA and City entered into Lease between Conejo Open Space Conservation Agency and City of Thousand Oaks for Rancho Potrero Equestrian Center (Lease), pursuant to which COSCA leased to City and leased from COSCA real property, more particularly described in Exhibit A attached and incorporated by reference ("Property").

B. COSCA and City desire to execute this Memorandum to provide constructive notice of City's rights under the Lease to all third parties.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

Section 1. Term. COSCA leases the Property to City for a term of 50 years, and unless sooner terminated or extended as provided, shall terminate at midnight on January 24, 2057. City has an option to extend Lease for two additional twenty-four (24) year periods.

Section 2. Lease Terms. This lease of the Property to City is pursuant to the Lease, which is incorporated in this Memorandum by reference.

Section 3. Successors and Assigns. This Memorandum and the Lease shall bind and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject, however, to the provisions of the Lease on assignment.

Section 6. Governing Law. California law governs this Memorandum and Lease.

Executed as of the date first written above.

COSCA

Jim Friedl, Secretary to COSCA

CITY OF THOUSAND OAKS

Andrew P. Fox, Mayor

ATTEST:

Linda D. Lawrence, City Clerk

APPROVED AS TO FORM

Amy Albano, City Attorney

ACKNOWLEDGMENTS

STATE OF CALIFORNIA)
)
COUNTY OF _____) ss.

On _____, 2007, before me, _____,
the undersigned, a notary public in and for said State, personally appeared
_____, personally known to me
(or proved to me on the basis of satisfactory evidence) to be the person(s) whose
name(s) is/are subscribed to the within Instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public in and for said State

ACKNOWLEDGMENTS

STATE OF CALIFORNIA)
)
COUNTY OF _____) ss.

On _____, 2007, before me, _____,
the undersigned, a notary public in and for said State, personally appeared
_____, personally known to me
(or proved to me on the basis of satisfactory evidence) to be the person(s) whose
name(s) is/are subscribed to the within Instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the Instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public In and for said State

Project Name: Rancho Potrero Equestrian Center Lease

**INTERIM MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF THOUSAND OAKS
AND RIDE ON LA
FOR THE OPERATION OF THE RANCHO POTRERO EQUESTRIAN CENTER**

THIS Interim Memorandum of Agreement (MOU) is made and entered into this 25 day of January, 2019, by and between the **CITY OF THOUSAND OAKS**, a municipal corporation, sometimes hereinafter referred to as "CITY", and **RIDE ON, LA** a 501(c)(3) nonprofit corporation, hereinafter referred to as "RIDE ON", with reference to the following facts:

RECITALS

- A. The City and Ride On, desire to enter a memorandum of understanding for Ride On to operate a publicly-owned equestrian center located in the Rancho Potrero area of Thousand Oaks ("Rancho Potrero Equestrian Center" or "ranch".) Conejo Open Space Conservation Agency (COSCA) owns the site and leases it to the City.
- B. The City is in the process of transitioning the operation of the ranch and desires to provide uninterrupted service to the equestrian community during the transition.
- C. Ride On has a 25-year history as a community organization delivering high-quality programming to the entire community including horseback riding lessons, horse boarding, horse management and care, and trail rides.

AGREEMENT

1. **TERM.** Services under this MOU shall commence on the Transition Date, which shall be the date on which the City delivers possession of the Rancho Potrero Equestrian Center to Ride On. This MOU shall terminate on the last day of the seventh month following the transition date.

The terms of this MOU reflect the interim nature of the MOU. Both parties commit, in good faith, to enter negotiations to identify a mutually acceptable long-term relationship generally consistent with the services provided in Section 2.

2. **SERVICES.** Ride On shall provide the following services:
 - a. Maintain current boarding operations should current boarders choose to continue boarding at the ranch;

- b. Within 60 days of the Transition Date, re-start hourly Trail Rides to the public at least 3-days per week. It is understood by both parties that Ride On may choose to sub-lease the Trail Ride Operation;
 - c. Provide professional and courteous management of the facility consistent with best practices;
 - d. Provide a range of educational, vocational, competitive and recreational program offerings to the entire community;
 - e. Maintain the property in good repair, safe for horse keeping and riding;
 - f. Collect and account for boarding payments;
 - g. Collect and account for proceeds from operation of the ranch including trail rides and training;
 - h. Pay all expenses of the operation of the ranch.
3. **COMPENSATION.** City will not charge Ride On for use of the ranch and all monies received by Ride On for operations may be retained by Ride On as full and complete compensation for the services provided under this MOU.
4. **DUE DILIGENCE.** As of this date, much of the information normally available through a due diligence process is not available to Ride On. For example, Ride On does not have:
- a. The number of horses currently boarded;
 - b. The number and sizes of stalls currently on-site;
 - c. Copies of the current boarder list, boarding agreement and boarding rules;
 - d. A listing of existing ranch equipment to remain with property after current operator leaves, including equipment needed on a daily basis to feed, clean and maintain the arenas;
 - e. A copy of schedule of current user fees for extra services;
 - f. A copy of agreement(s) with any current trainer using the property;
 - g. A copy of any prior report on fees at comparable facilities prepared by City staff or the current operator; and
 - h. Copies of current utility bills

Considering this, both parties commit, in good faith to work jointly to ensure a smooth transition from the former operator to Ride On and any additional matters arising as the result of the due diligence process.

5. **BOARDING RATES:** Ride On will maintain current board rates for the duration of this MOU.
6. **TRANSITION FEE:** If Ride On assumes operations at a date other than the first of a month, board fees will have been paid to the current operator and Ride On will bear the expense of feed and maintenance for the balance of the month. In consideration of the above, the City will pay Ride On a Transition Fee equal to the monthly board for each horse on the property on the Transition Date prorated for the

portion of the month Ride On provides services. In addition, the City will pay Ride On a one-time \$2,500 Mobilization Fee.

7. **INSURANCE:** Ride On will maintain insurance at the following levels:
 - a. Comprehensive General Liability insurance in an amount not less than \$2M per occurrence /\$4M aggregate and name the City, COSCA, their officers, directors, elected officials and employees as Additional Insured parties;
 - b. Automobile Liability in an amount not less the \$2M and name the City COSCA, their officers, directors, elected officials and employees as Additional Insured parties;
 - c. Worker's Compensation insurance as required by law, including an endorsement waiving subrogation rights against the City;
 - d. Ride On will provide written evidence of compliance with the insurance requirements.
8. **WALKTHROUGH:** On the Transition Date, City staff will walk through the property with Ride On staff to survey the site, to identify equipment and maintenance issues. All parties agree to work diligently to ensure the smooth transition of operations.
9. **UTILITIES:** The City will pay for water and sewer for the month that Ride On assumes operations. Ride On will pay for all other expenses and utilities.
10. **DEFAULT:** If either party violates any part of this MOU, they will be in default. The City and Ride On will have the right to notify the other party in writing of the default and the other party will have 30 days in which to cure that default or begin to cure the default if it cannot be cured in 30 days. If the default is not timely cured, the MOU may be terminated on 30 days advanced written notice.
11. **RIGHT OF ENTRY:** The City shall have Right of Entry during normal business hours and emergencies.
12. **INDEMNIFICATION.**
 - a. Ride On will defend and indemnify the City from any and all costs, claims, lawsuits, damages or injuries that arise out of the operation of the ranch during the term of this MOU.
 - b. The City will defend and indemnify Ride On for any condition, encumbrances or liens that may exist as of the Transition Date and in the event of any dispute, claim or litigation with the prior operator and/or relating to the removal of the prior operator.

- c. The City will defend and indemnify Ride On from any costs required to bring the property as it exists on the Transition Date into compliance with any planning, zoning and building requirements.
 - d. Ride On will defend and indemnify the City from any costs required to bring the property into compliance with any planning, zoning or building requirements created by any change of use following the Transition Date.
13. **NOTICES:** Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

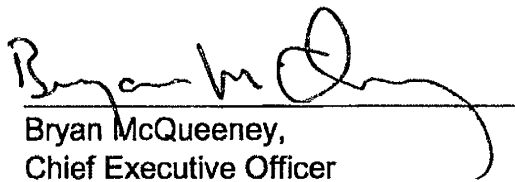
To City: Attention: Jaime Boscarino,
Finance Director
City of Thousand Oaks
2100 Thousand Oaks Boulevard
Thousand Oaks, CA 91362


To Ride On: Attention: Brian McQueeney,
Chief Executive Officer
Ride On
401 Ronel Court
Newbury Park, CA 92320
(805) 375-9078

In concurrence and witness whereof, this Agreement has been executed by the parties effective on the date and year first above written.

For Ride On:

For the City:



Bryan McQueeney,
Chief Executive Officer


Andrew P. Powers, City Manager

Approved as to Form:


Tracy M. Noonan, City Attorney

Attest:


for Cynthia M. Rodriguez, City Clerk

**FIRST AMENDMENT TO
INTERIM MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF THOUSAND OAKS
AND RIDE ON LA
FOR THE OPERATION OF THE RANCHO POTRERO EQUESTRIAN CENTER**

Contract No. 11980-2019

THIS FIRST AMENDMENT to the Interim Memorandum of Understanding entered into between the **CITY OF THOUSAND OAKS**, a municipal corporation, (hereafter "City") and **RIDE ON, LA**, a 501(c)(3) nonprofit corporation ("Ride On"), dated January 25, 2019 (herein "Contract") is made this 25th day of July, 2019.

RECITALS

- A. Section 6 of Contract, currently, and as may have been previously amended, provides for a transition fee payable to Ride On to allow Ride On to assume full operations.
- B. The transition fee was negotiated upon an expectation that the current operator would be willing to transfer existing equipment and supplies to City or Ride On to assure a smooth transition of operations. The current operator has not agreed to provide such equipment and supplies to date.
- C. City is in need of modifying the transition fee to address the potential need for new equipment and supplies, and Ride On is desirous of modifying the transition fee to address potential needs.

AGREEMENT TO AMEND

NOW, THEREFORE, the undersigned parties to Contract agree to amend Contract as described below:

Part 1. Section 4 of the agreement is hereby amended to include the following additional language:

The City and Ride On agree to continue coordinating a successful transition as new circumstances emerge and, no later than 90 days from the Transition Date, to Lookback at events as they have transpired and negotiate in good faith to resolve any items.

Part 2. Section 6 of Contract and such section is hereby amended to read in its entirety:

1. **TRANSITION FEE:** If Ride On assumes operations at a date other than the first of a month, board fees will have been paid to the current operator and Ride On will bear the expense of feed and maintenance for the balance of the month. In consideration of the above, the City will pay Ride On a Transition Fee equal to the monthly board for each horse on the property on the Transition Date prorated for the portion of the month Ride On provides services. In addition, the City will pay Ride On a one-time \$7,500 Mobilization Fee.

To the extent equipment and tools for the operation of the center can be procured by the City from the current operator, the equipment and tools shall remain the property of the City and shall be provided to Ride On to support their operation of the center for the duration of this Contract. If Ride On shall procure any additional equipment and tools from operating income during the term of this MOU, such equipment and supplies shall be the property of Ride On.

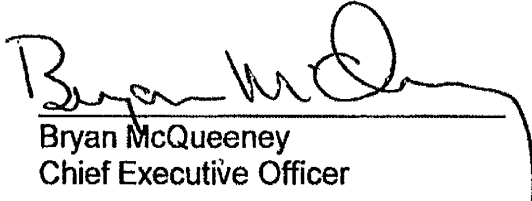
To the extent equipment and tools for the operation of the center are not procured by the City from the current operator: City shall procure mechanical equipment (tractors and utility task vehicles) on a rental or purchase basis; and Ride On shall purchase such additional equipment and tools necessary for operating the center. Such equipment and tools shall be as specified on Schedule A attached hereto. The mechanical equipment shall be held in the name of City. City shall reimburse Ride On for the actual cost such additional equipment and tools in an amount not to exceed \$15,000. The additional equipment and supplies shall be the property of the City and shall be marked as such and shall be provided to Ride On to support their operation of the center for the duration of this Contract.

If City and Ride On agree to an agreement whereby Ride On will continue to operate the facility after the expiration of this Contract, City and Ride On expect to agree on a reasonable payment from Ride On to City for such equipment and supplies from operating income over an agreed period of time.


Part 3. All terms used in Parts 1 and 2 above shall have the meanings ascribed thereto in Contract. Except as amended in Parts 1 and 2 above, all other sections, terms, obligations, duties, clauses, and provisions of Contract shall remain the same.

IN WITNESS WHEREOF, the parties execute this First Amendment to Contract as of the date set forth above.

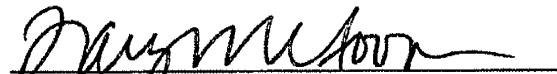
For Ride On:


Bryan McQueeney
Chief Executive Officer


For the City:


Andrew P. Powers
City Manager

Approved as to Form:


Tracy Noonan
City Attorney

ATTEST:


Cynthia M. Rodriguez, City Clerk

Interim MOU for
Rancho Potrero Community Equestrian Center

7/29/2019

Schedule A

<i>Mechanical Equipment</i>	<i>Purchase</i>	<i>Monthly</i>	<i>Notes</i>	<i>Circle K Equipment</i>
Kubota M62TL	\$63,000	\$2,500	Manure Tractor	Ford 545 c/d x 2
Kubota MX4800HST	\$24,600	\$1,595	Arena Drag	Ford - old
Kubota RTV-X114W-H	\$17,400	\$950	Feeding	Ford - old
Kubota RTV-X114W-H	\$17,400	\$950	Maintenance	ATV/Golf Cart
Total	\$122,400	\$5,995	6 mos = \$33,570	
<i>Start up Equipment</i>				
Gearmore Arenavator 8'	\$3,300		arena drag	Arenavator 6'
Trailer	\$1,300		hay feed	custom
Manure bucket	\$2,500		custom fabricated 3cy	custom
wheel barrows	\$1,500		x 6	
mounting blocks, cross ties	\$1,000		x 8	
rakes, hoses, buckets	\$1,000		x many	
signage	\$1,000			
Contingencies	\$3,400			
Total	\$15,000			

Contract No. 11980-2019A1

**SECOND AMENDMENT TO
INTERIM MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF THOUSAND OAKS
AND RIDE ON LA
FOR THE OPERATION OF THE RANCHO POTRERO EQUESTRIAN CENTER**

Contract No. 11980-2019

THIS SECOND AMENDMENT to the Interim Memorandum of Understanding entered into between the **CITY OF THOUSAND OAKS**, a municipal corporation, (hereafter "City") and **RIDE ON, LA**, a 501(c)(3) nonprofit corporation ("Ride On"), dated January 25, 2019 (herein "Contract") is made this 28th day of August, 2019.

RECITALS

- A. Section 6 of Contract, currently, and as may have been previously amended, provides for a transition fee payable to Ride On to allow Ride On to assume full operations.
- B. The transition fee was negotiated upon an expectation that the current operator would be willing to transfer existing equipment and supplies to City or Ride On to assure a smooth transition of operations. The current operator has not agreed to provide such equipment and supplies to date.
- C. City is in need of modifying the transition fee to provide flexibility to meet the potential need for new equipment and supplies, and Ride On is desirous of modifying the transition fee to address potential needs.

AGREEMENT TO AMEND

NOW, THEREFORE, the undersigned parties to Contract agree to amend Contract as described below:

Part 1. Section 6 of Contract and such section is hereby amended to read in its entirety:

- 1. **TRANSITION FEE:** If Ride On assumes operations at a date other than the first of a month, board fees will have been paid to the current operator and Ride On will bear the expense of feed and maintenance for the balance of the month. In consideration of the above, the City will pay Ride On a Transition Fee equal to the monthly board for each horse on the

property on the Transition Date prorated for the portion of the month Ride On provides services. In addition, the City will pay Ride On a one-time \$7,500 Mobilization Fee.

To the extent equipment and tools for the operation of the center can be procured by the City from the current operator, the equipment and tools shall remain the property of the City and shall be provided to Ride On to support their operation of the center for the duration of this Contract. If Ride On shall procure any additional equipment and tools from operating income during the term of this MOU, such equipment and supplies shall be the property of Ride On.

To the extent equipment and tools for the operation of the center are not procured by the City from the current operator: City shall procure some mechanical equipment (tractors and utility task vehicles) on a rental or purchase basis; and Ride On shall purchase such additional equipment and tools necessary for operating the center. Such equipment and tools may include those specified on Schedule A attached hereto. Additional equipment and tools may be acquired subject to the agreement of City Project Manager. The mechanical equipment shall be held in the name of City. City shall reimburse Ride On for the actual cost such additional equipment and tools as approved by City Project Manager. The additional equipment and supplies shall be the property of the City and shall be marked as such and shall be provided to Ride On to support their operation of the center for the duration of this Contract.

If City and Ride On agree to an agreement whereby Ride On will continue to operate the facility after the expiration of this Contract, City and Ride On expect to agree on a reasonable payment from Ride On to City for such equipment and supplies from operating income over an agreed period of time.

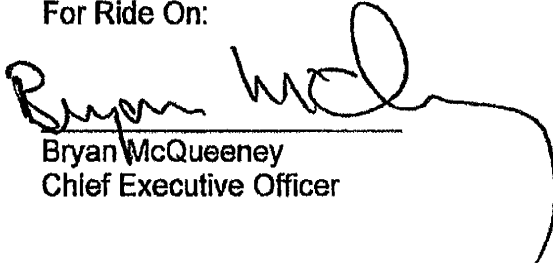
Part 2. Section 14 of the agreement is hereby added which shall read in its entirety:

14. **CITY PROJECT MANAGER.** The services to be performed by Ride On shall be accomplished under the general direction of, and coordinate with, City's "Project Manager", as that staff person is designated by City from time to time, and who presently is Interim Human Resources Director, Tim W. Giles.

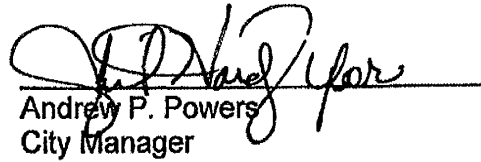
Part 3. All terms used in Parts 1 and 2 above shall have the meanings ascribed thereto in Contract. Except as amended in Parts 1 and 2 above, all other sections, terms, obligations, duties, clauses, and provisions of Contract shall remain the same.

IN WITNESS WHEREOF, the parties execute this First Amendment to Contract as of the date set forth above.

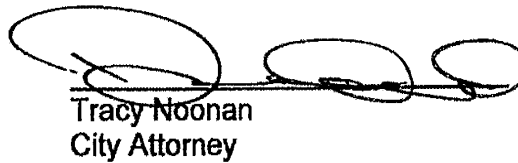
For Ride On:


Bryan McQueeney
Chief Executive Officer

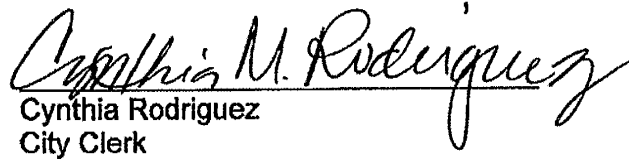
For the City:


Andrew P. Powers
City Manager

Approved as to Form:


Tracy Noonan
City Attorney

Attest:


Cynthia Rodriguez
City Clerk

**THIRD AMENDMENT TO
INTERIM MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF THOUSAND OAKS
AND RIDE ON LA
FOR THE OPERATION OF THE RANCHO POTRERO EQUESTRIAN CENTER**

Contract No. 11980-2019

THIS THIRD AMENDMENT to the Interim Memorandum of Understanding entered into between the **CITY OF THOUSAND OAKS**, a municipal corporation, (hereafter "City") and **RIDE ON, LA**, a 501(c)(3) nonprofit corporation ("Ride On"), dated January 25, 2019 (herein "Contract") is made this 28th day of January, 2020.

RECITALS

- A. Ride On assumed temporary operation of the Rancho Potrero Equestrian Center ("Center") pursuant to this Contract on August 1, 2019.
- B. Ride On has successfully established operations at the Center, establishing rental agreements with boarders, establishing reasonable rules of operation, making the full facility available for users and establishing a limited rental string operation. Ride On has assured that all animals are properly fed and cared for. Ride On has been able to identify needed capital investments and appropriate operational expenses.
- C. Due to the successful initial transition term, and Ride On's demonstrated capabilities and willingness to partner with the public in the success of the Center, City desires to negotiate exclusively with Ride On for a long-term operations agreement.
- D. City has provided limited capital support to Ride On in the transition. Additional capital support is necessary to remediate prior construction deficiencies.
- E. Section 1 of the Contract, currently, and as may have been previously amended, provides that the Contract terminates at the end of February.
- F. City and Ride On desire to enter into a long-term agreement for Ride On to operate the facility. Ride On and City desire to extend the term of the current Contract to provide time to finalize an appropriate long-term agreement.

- G. Section 5, of the Contract, currently, and as may have been previously amended, prevents Ride On from increasing fees.
- H. City and Ride On desire to provide a mechanism for users of the Center to share in the cost of operating the Center.
- I. Section 6 of Contract, currently, and as may have been previously amended, delineates payments to Ride On for operating the facility.
- J. The transition fee was negotiated upon an expectation that the current operator would not have to make significant capital investment during the transition.
- K. City desires to modify the transition fee to provide flexibility to meet the need for capital and infrastructure investments, and Ride On is desirous of modifying the transition fee to address needed capital and infrastructure needs.

AGREEMENT TO AMEND

NOW, THEREFORE, the undersigned parties to Contract agree to amend Contract as described below:

Part 1. Section 1 of Contract and such section is hereby amended to read in its entirety:

1. **TERM:** Services under this MOU shall commence on the Transition Date, which shall be the date on which the City delivers possession of the Rancho Potrero Equestrian Center to Ride On. This MOU shall terminate on July 31, 2020, unless extended or terminated by the mutual written agreement of the parties.

The terms of this MOU reflect the interim nature of the MOU. Both parties commit, in good faith, to enter negotiations to identify a mutually acceptable long-term relationship generally consistent with the services provided in Section 2.

Part 2. Section 5 of Contract and such section is hereby amended to read in its entirety:

5. **RATES:** Boarding Rates, Horse Rental Rates and other fees for use of the Center shall be established by Ride On subject to prior written approval of the City Project Manager.

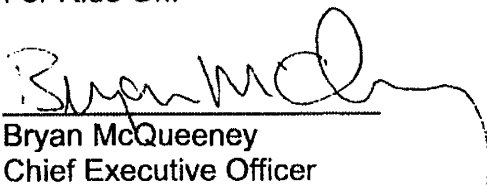
Part 3. Section 6 of Contract and such section is hereby amended to include the following additional language:

To the extent Capital Improvements are agreed to by the parties in writing in advance and performed by Ride On, City will reimburse Ride On for the cost of any such improvements.

Part 4. All terms used in Parts 1, 2 and 3 above shall have the meanings ascribed thereto in Contract. Except as amended in Parts 1, 2 and 3 above, all other sections, terms, obligations, duties, clauses, and provisions of Contract shall remain the same.

IN WITNESS WHEREOF, the parties execute this Third Amendment to Contract as of the date set forth above.

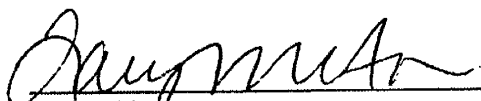
For Ride On:


Bryan McQueeney
Chief Executive Officer

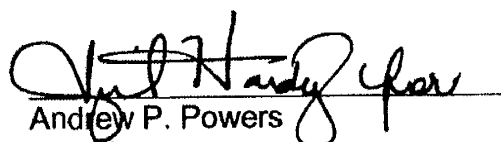
For the City:


Al Adam
Mayor


Approved as to Form:


Tracy Noonan
City Attorney

Approved as to Administration:


Andrew P. Powers
City Manager

Attest:


Cynthia M. Rodriguez
City Clerk

**FOURTH AMENDMENT TO
INTERIM MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF THOUSAND OAKS
AND RIDE ON LA
FOR THE OPERATION OF THE RANCHO POTRERO EQUESTRIAN CENTER**

Contract No. 11980-2019

THIS FOURTH AMENDMENT to the Interim Memorandum of Understanding entered into between the **CITY OF THOUSAND OAKS**, a municipal corporation, (hereafter "City") and **RIDE ON, LA**, a 501(c)(3) nonprofit corporation ("Ride On"), dated January 25, 2019 (herein "Contract") is made this 29th day of July, 2020.

RECITALS

- A. Ride On assumed temporary operation of the Rancho Potrero Equestrian Center ("Center") pursuant to this Contract on August 1, 2019.
- B. Ride On has successfully established operations at the Center, establishing rental agreements with boarders, establishing reasonable rules of operation, making the full facility available for users and establishing a limited rental string operation. Ride On has assured that all animals are properly fed and cared for. Ride On has been able to identify needed capital investments and appropriate operational expenses.
- C. Section 1 of the Contract, currently, and as may have been previously amended, provides that the Contract terminates at the end of July.
- D. City and Ride On desire to enter into a long-term agreement for Ride On to operate the facility. Ride On and City desire to extend the term of the current Contract to provide time to finalize an appropriate long-term agreement.
- E. Due to disruption in work because of the response to the Coronavirus pandemic, City and Ride On have not yet finalized an appropriate long-term agreement.
- F. The parties desire to extend this agreement through and until December 31, 2020 to provide additional time to finalize an appropriate long-term agreement.

- G. The City Council on July 7, 2020 delegated authority to the City Manager to execute an extension of this agreement.

AGREEMENT TO AMEND

NOW, THEREFORE, the undersigned parties to Contract agree to amend Contract as described below:

Part 1. Section 1 of Contract is hereby amended to read in its entirety:

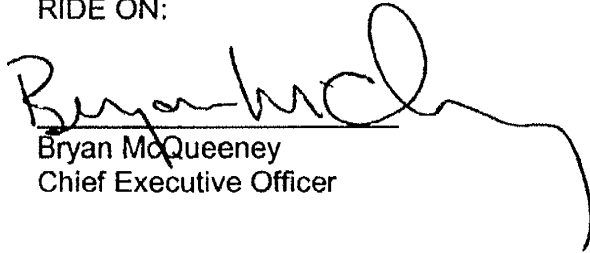
1. **TERM:** Services under this MOU shall commence on the Transition Date, which shall be the date on which the City delivers possession of the Rancho Potrero Equestrian Center to Ride On. This MOU shall terminate on December 31, 2020, unless extended or terminated by the mutual written agreement of the parties.

The terms of this MOU reflect the interim nature of the MOU. Both parties commit, in good faith, to enter negotiations to identify a mutually acceptable long-term relationship generally consistent with the services provided in Section 2.

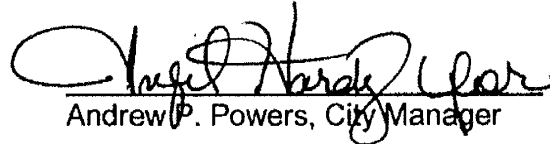
Part 2. All terms used in Part 1 above shall have the meanings ascribed thereto in Contract. Except as amended in Parts 1 above, all other sections, terms, obligations, duties, clauses, and provisions of Contract shall remain the same.

IN WITNESS WHEREOF, the parties execute this Fourth Amendment to Contract as of the date set forth above.

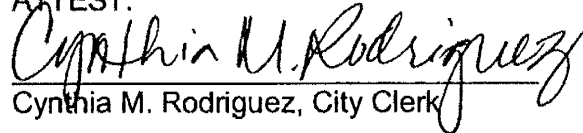
RIDE ON:


Bryan McQueeney
Chief Executive Officer

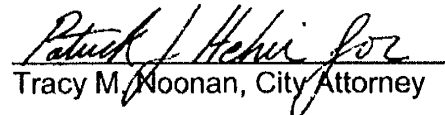
CITY OF THOUSAND OAKS:


Andrew P. Powers, City Manager

ATTEST:


Cynthia M. Rodriguez, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney


Tracy M. Noonan, City Attorney

Project Name: Rancho Potrero
Equestrian Center Lease

**FIFTH AMENDMENT TO
INTERIM MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF THOUSAND OAKS
AND RIDE ON LA
FOR THE OPERATION OF THE RANCHO POTRERO EQUESTRIAN CENTER**

Contract No. 11980-2019

THIS FIFTH AMENDMENT to the Interim Memorandum of Understanding entered into between the **CITY OF THOUSAND OAKS**, a municipal corporation, (hereafter "City") and **RIDE ON, LA**, a 501(c)(3) nonprofit corporation ("Ride On"), dated January 25, 2019 (herein "Contract") is made this 15th day of December, 2020.

RECITALS

- A. Ride On assumed temporary operation of the Rancho Potrero Equestrian Center ("Center") pursuant to this Contract on August 1, 2019.
- B. Ride On has successfully established operations at the Center, establishing rental agreements with boarders, establishing reasonable rules of operation, making the full facility available for users and establishing a limited rental string operation. Ride On has assured that all animals are properly fed and cared for. Ride On has been able to identify needed capital investments and appropriate operational expenses.
- C. Section 1 of the Contract, currently, and as may have been previously amended, provides that the Contract terminates at the end of December, 2020.
- D. City and Ride On desire a long-term operational arrangement for the facility. Ride On and City desire to extend the term of the current Contract to provide time to finalize an appropriate long-term agreement.
- E. Due to disruption in work because of the response to the Coronavirus pandemic, City and Ride On have not yet finalized an appropriate long-term arrangement. With the assistance of a Council appointed Ad Hoc committee, an appropriate long-term operational arrangement for the facility has been identified and is being prepared for submission for consideration by the City Council.

- F. The parties desire to extend this agreement through and until March 31, 2021 to provide additional time to finalize an appropriate long-term arrangement.

AGREEMENT TO AMEND

NOW, THEREFORE, the undersigned parties to Contract agree to amend Contract as described below:

Part 1. Section 1 of Contract is hereby amended to read in its entirety:

1. **TERM:** Services under this MOU shall commence on the Transition Date, which shall be the date on which the City delivers possession of the Rancho Potrero Equestrian Center to Ride On. This MOU shall terminate on March 31, 2021, unless extended or terminated by the mutual written agreement of the parties.

The terms of this MOU reflect the interim nature of the MOU. Both parties commit, in good faith, to enter negotiations to identify a mutually acceptable long-term relationship generally consistent with the services provided in Section 2.

Part 2. Section 6 of the Contract is hereby amended to include the following language:

City Project Manager and Ride On may agree that reimbursement as provided herein, including for Capital Improvements and purchases, may be paid by City to Ride upon evidence of Ride On's contractual commitment to the purchase. Ride On agrees to segregate such funds until it has paid the expenses.

Part 3. All terms used in Part 1 above shall have the meanings ascribed thereto in Contract. Except as amended in Parts 1 above, all other sections, terms, obligations, duties, clauses, and provisions of Contract shall remain the same.

IN WITNESS WHEREOF, the parties execute this Fifth Amendment to Contract as of the date set forth above.

For Ride On:

For the City:

DocuSigned by:
Bryan McQueeney
42C54BC76B164BD...
Bryan McQueeney
Chief Executive Officer

DocuSigned by:
Claudia Bill-de la Peña
0F50E74CC0899425...
Claudia Bill-de la Peña, Mayor

Attest:

DocuSigned by:
Cynthia Rodriguez
7F1B1047E208490...
Cynthia Rodriguez
City Clerk

Approved as to Administration:

DocuSigned by:
Andrew P. Powers
3062472D3E6C40D...
Andrew P. Powers
City Manager

Approved as to Form:

DocuSigned by:
Tracy M. Noonan
5E2659C3105450...
Tracy M. Noonan
City Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/27/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cheval Insurance Services Lic. 0C94257 P. O. Box 2933 Fullerton, CA 92837 Cheval Insurance Services 714-447-9191		CONTACT NAME: Cheval Insurance Services PHONE (A/C, No, Ext): 714-447-9191 FAX (A/C, No): 714-525-9191 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Indemnity Ins. Co. of No. Amer INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Ride On Ther. Horsemanship Attn: Bryan McQueeney 10860 Topanga Canyon Blvd., Chatsworth, CA 91311		NAIC #	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		FO-227397	08/27/2020	08/27/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA-227401	08/27/2020	08/27/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		X	FX-235695	08/27/2020	08/27/2021	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	NONE			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
				NONE			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Thousand Oaks, COSCA, CRPD, their elected officials, agents, employees, consultants and contractors are additional insured but only as respects liability arising from the equestrian activities of the named insured and/or in accordance with the policy conditions.

CERTIFICATE HOLDER

CITY100

City of Thousand Oaks
2100 E. Thousand Oaks Bl.
Thousand Oaks, CA 91360

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

EXHIBIT D

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Cynthia M. Rodriguez
City Clerk
City of Thousand Oaks
2100 Thousand Oaks Blvd.
Thousand Oaks, CA 91362

(Above Space for Recorder's Use Only)

QUITCLAIM DEED

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the City of Thousand Oaks, a California municipal corporation ("City"), does hereby remise, release, and forever quitclaim to the Conejo Recreation and Park District, a California special district, all of its right, title and interest in and to any equipment, buildings, structures, or improvements now or hereafter situated upon that certain real property known as the Rancho Potrero Equestrian Center Property described and depicted in Exhibit B attached hereto. In addition, CITY hereby conveys and transfers to CRPD all of CITY's rights and benefits (a) under any and all builder, contractor, architect and other warranties extended by third-parties in connection with the construction or maintenance of the buildings, structures, and other improvements situated on the Property, (b) under any and all permits and other governmental approvals, if any, issued in connection with the construction of such improvements, (c) all plans, specifications or other documents, reports, or studies owned in connection with the Property or the improvements situated thereon, and (d) under any and all maintenance or service contracts with respect to the improvements now situated on the Property.

Executed as of _____, 2021

CITY OF THOUSAND OAKS

By:

Andrew P. Powers
City Manager

[attach Notary acknowledgment]

EXHIBIT E

ASSIGNMENT AND ASSUMPTION AGREEMENT **Interim Memorandum of Understanding Between the City of Thousand Oaks and** **Ride On, LA for the Operation of the Rancho Potrero Equestrian Center**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "**Agreement**") is entered into as of the ____ day of _____, 2021 by and among CONEJO RECREATION AND PARK DISTRICT ("CRPD"), a California Special District and the CITY OF THOUSAND OAKS, a municipal corporation ("**City**").

RECITALS

WHEREAS, the Conejo Open Space Conservation Agency ("COSCA") is the owner of a 20-acre parcel commonly known as the Rancho Potrero Equestrian Center, 4790 Lynn Road, Thousand Oaks, County of Ventura, State of California ("Equestrian Center Property"); and

WHEREAS, COSCA and CITY entered into a Lease Agreement on or about January 23, 2007, for CITY to develop the Equestrian Center Property to operate as a public equestrian facility, (hereinafter the "**Lease Agreement**"); and

WHEREAS, Ride On, LA, (hereinafter "**RIDE ON**"), is a 501(c)(3) non-profit corporation with experience owning and operating community based equestrian facilities; and

WHEREAS, on or about January 25, 2019, CITY and RIDE ON entered into an Interim Memorandum of Understanding for RIDE ON to operate the Equestrian Center Property as a public equestrian facility, (hereinafter the "**Operating Agreement**"), a copy of which, inclusive of all amendments, are attached hereto as **Exhibit A**; and

WHEREAS, COSCA has transferred all of its ownership and interest in the land, improvements and operation at the Equestrian Center Property to CRPD in consideration of the commitment of CRPD to improve, maintain and operate a public equestrian center at the Equestrian Center Property and has terminated the Lease Agreement with CITY.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, it is hereby declared, understood and agreed as follows:

1. Assignment. City hereby assigns and delegates to CRPD all of City's rights, interest in, and obligations under the Operating Agreement.
2. Acceptance of Assignment and Assumption. CRPD accepts the above assignment of City's rights and interest in the Operating Agreement, and assumes all of City's obligations under the Operating Agreement, and agrees to perform all of City's obligations and covenants regarding the Operating Agreement. All references in the Operating Agreement to "City" shall be deemed to be references to CRPD.

3. Ride On Consent to Assignment and Transfer of Agreement. Ride On hereby consents to the assignment and assumption of City's rights, interest in, and obligations under, the Operating Agreement by CRPD, and releases City from all obligations regarding the Operating Agreement.

4. Full Force and Effect. Except as set forth in this Agreement, the Operating Agreement remains unmodified and is in full force and effect.

5. Headings. The headings used in this Agreement are for convenience only and shall be disregarded in interpreting the substantive provisions of this Agreement.

6. Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the legal representatives, heirs, successors and assigns of the parties.

7. California Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

8. Invalidity. Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be deemed severed here from, and the remaining provisions shall remain in full force and effect as if the invalid or unenforceable provision had not been a part hereof.

9. Counterparts. This Agreement may be signed by the different parties hereto in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

[Signatures on Following Pages]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day first above written.

CRPD:

CRPD, a California Special District,

By: _____
Jim Friedl, General Manager

CITY:

CITY OF THOUSAND OAKS, a municipal corporation

By: _____
, Mayor

ATTEST:

Cynthia M. Rodriguez, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Tracy Noonan, City Attorney

APPROVED AS TO ADMINISTRATION:

Andrew P. Powers, City Manager

CONSENT TO ASSIGNMENT

RIDE ON hereby consents to the forgoing assignment of the Interim Memorandum of Understanding Between the City of Thousand Oaks and with Ride On, LA for the Operation of the Rancho Potrero Equestrian Facilities Center by City to CRPD.

RIDE ON

By: _____
Brian McQueeney, Chief Executive Officer

Project Name: Rancho Potrero Equestrian Center Lease

**INTERIM MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF THOUSAND OAKS
AND RIDE ON LA
FOR THE OPERATION OF THE RANCHO POTRERO EQUESTRIAN CENTER**

THIS Interim Memorandum of Agreement (MOU) is made and entered into this 25 day of January, 2019, by and between the **CITY OF THOUSAND OAKS**, a municipal corporation, sometimes hereinafter referred to as "CITY", and **RIDE ON, LA** a 501(c)(3) nonprofit corporation, hereinafter referred to as "RIDE ON", with reference to the following facts:

RECITALS

- A. The City and Ride On, desire to enter a memorandum of understanding for Ride On to operate a publicly-owned equestrian center located in the Rancho Potrero area of Thousand Oaks ("Rancho Potrero Equestrian Center" or "ranch".) Conejo Open Space Conservation Agency (COSCA) owns the site and leases it to the City.
- B. The City is in the process of transitioning the operation of the ranch and desires to provide uninterrupted service to the equestrian community during the transition.
- C. Ride On has a 25-year history as a community organization delivering high-quality programming to the entire community including horseback riding lessons, horse boarding, horse management and care, and trail rides.

AGREEMENT

1. **TERM.** Services under this MOU shall commence on the Transition Date, which shall be the date on which the City delivers possession of the Rancho Potrero Equestrian Center to Ride On. This MOU shall terminate on the last day of the seventh month following the transition date.

The terms of this MOU reflect the interim nature of the MOU. Both parties commit, in good faith, to enter negotiations to identify a mutually acceptable long-term relationship generally consistent with the services provided in Section 2.

2. **SERVICES.** Ride On shall provide the following services:
 - a. Maintain current boarding operations should current boarders choose to continue boarding at the ranch;

- b. Within 60 days of the Transition Date, re-start hourly Trail Rides to the public at least 3-days per week. It is understood by both parties that Ride On may choose to sub-lease the Trail Ride Operation;
 - c. Provide professional and courteous management of the facility consistent with best practices;
 - d. Provide a range of educational, vocational, competitive and recreational program offerings to the entire community;
 - e. Maintain the property in good repair, safe for horse keeping and riding;
 - f. Collect and account for boarding payments;
 - g. Collect and account for proceeds from operation of the ranch including trail rides and training;
 - h. Pay all expenses of the operation of the ranch.
3. **COMPENSATION.** City will not charge Ride On for use of the ranch and all monies received by Ride On for operations may be retained by Ride On as full and complete compensation for the services provided under this MOU.
4. **DUE DILIGENCE.** As of this date, much of the information normally available through a due diligence process is not available to Ride On. For example, Ride On does not have:
- a. The number of horses currently boarded;
 - b. The number and sizes of stalls currently on-site;
 - c. Copies of the current boarder list, boarding agreement and boarding rules;
 - d. A listing of existing ranch equipment to remain with property after current operator leaves, including equipment needed on a daily basis to feed, clean and maintain the arenas;
 - e. A copy of schedule of current user fees for extra services;
 - f. A copy of agreement(s) with any current trainer using the property;
 - g. A copy of any prior report on fees at comparable facilities prepared by City staff or the current operator; and
 - h. Copies of current utility bills

Considering this, both parties commit, in good faith to work jointly to ensure a smooth transition from the former operator to Ride On and any additional matters arising as the result of the due diligence process.

5. **BOARDING RATES:** Ride On will maintain current board rates for the duration of this MOU.
6. **TRANSITION FEE:** If Ride On assumes operations at a date other than the first of a month, board fees will have been paid to the current operator and Ride On will bear the expense of feed and maintenance for the balance of the month. In consideration of the above, the City will pay Ride On a Transition Fee equal to the monthly board for each horse on the property on the Transition Date prorated for the

portion of the month Ride On provides services. In addition, the City will pay Ride On a one-time \$2,500 Mobilization Fee.

7. **INSURANCE:** Ride On will maintain insurance at the following levels:
 - a. Comprehensive General Liability insurance in an amount not less than \$2M per occurrence /\$4M aggregate and name the City, COSCA, their officers, directors, elected officials and employees as Additional Insured parties;
 - b. Automobile Liability in an amount not less the \$2M and name the City COSCA, their officers, directors, elected officials and employees as Additional Insured parties;
 - c. Worker's Compensation insurance as required by law, including an endorsement waiving subrogation rights against the City;
 - d. Ride On will provide written evidence of compliance with the insurance requirements.
8. **WALKTHROUGH:** On the Transition Date, City staff will walk through the property with Ride On staff to survey the site, to identify equipment and maintenance issues. All parties agree to work diligently to ensure the smooth transition of operations.
9. **UTILITIES:** The City will pay for water and sewer for the month that Ride On assumes operations. Ride On will pay for all other expenses and utilities.
10. **DEFAULT:** If either party violates any part of this MOU, they will be in default. The City and Ride On will have the right to notify the other party in writing of the default and the other party will have 30 days in which to cure that default or begin to cure the default if it cannot be cured in 30 days. If the default is not timely cured, the MOU may be terminated on 30 days advanced written notice.
11. **RIGHT OF ENTRY:** The City shall have Right of Entry during normal business hours and emergencies.
12. **INDEMNIFICATION.**
 - a. Ride On will defend and indemnify the City from any and all costs, claims, lawsuits, damages or injuries that arise out of the operation of the ranch during the term of this MOU.
 - b. The City will defend and indemnify Ride On for any condition, encumbrances or liens that may exist as of the Transition Date and in the event of any dispute, claim or litigation with the prior operator and/or relating to the removal of the prior operator.

- c. The City will defend and indemnify Ride On from any costs required to bring the property as it exists on the Transition Date into compliance with any planning, zoning and building requirements.
 - d. Ride On will defend and indemnify the City from any costs required to bring the property into compliance with any planning, zoning or building requirements created by any change of use following the Transition Date.
13. **NOTICES:** Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

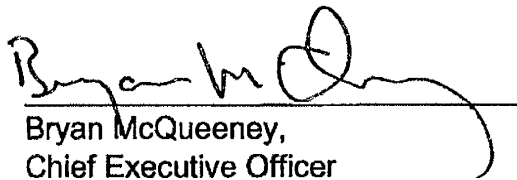
To City: Attention: Jaime Boscarino,
Finance Director
City of Thousand Oaks
2100 Thousand Oaks Boulevard
Thousand Oaks, CA 91362

To Ride On: Attention: Brian McQueeney,
Chief Executive Officer
Ride On
401 Ronel Court
Newbury Park, CA 92320
(805) 375-9078

In concurrence and witness whereof, this Agreement has been executed by the parties effective on the date and year first above written.

For Ride On:

For the City:

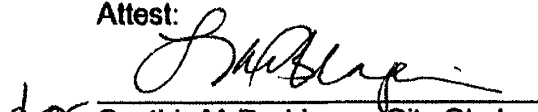

Bryan McQueeney,
Chief Executive Officer


Andrew P. Powers, City Manager

Approved as to Form:


Tracy M. Noonan, City Attorney

Attest:


for Cynthia M. Rodriguez, City Clerk

**FIRST AMENDMENT TO
INTERIM MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF THOUSAND OAKS
AND RIDE ON LA
FOR THE OPERATION OF THE RANCHO POTRERO EQUESTRIAN CENTER**

Contract No. 11980-2019

THIS FIRST AMENDMENT to the Interim Memorandum of Understanding entered into between the **CITY OF THOUSAND OAKS**, a municipal corporation, (hereafter "City") and **RIDE ON, LA**, a 501(c)(3) nonprofit corporation ("Ride On"), dated January 25, 2019 (herein "Contract") is made this 25th day of July, 2019.

RECITALS

- A. Section 6 of Contract, currently, and as may have been previously amended, provides for a transition fee payable to Ride On to allow Ride On to assume full operations.
- B. The transition fee was negotiated upon an expectation that the current operator would be willing to transfer existing equipment and supplies to City or Ride On to assure a smooth transition of operations. The current operator has not agreed to provide such equipment and supplies to date.
- C. City is in need of modifying the transition fee to address the potential need for new equipment and supplies, and Ride On is desirous of modifying the transition fee to address potential needs.

AGREEMENT TO AMEND

NOW, THEREFORE, the undersigned parties to Contract agree to amend Contract as described below:

Part 1. Section 4 of the agreement is hereby amended to include the following additional language:

The City and Ride On agree to continue coordinating a successful transition as new circumstances emerge and, no later than 90 days from the Transition Date, to Lookback at events as they have transpired and negotiate in good faith to resolve any items.

Part 2. Section 6 of Contract and such section is hereby amended to read in its entirety:

1. **TRANSITION FEE:** If Ride On assumes operations at a date other than the first of a month, board fees will have been paid to the current operator and Ride On will bear the expense of feed and maintenance for the balance of the month. In consideration of the above, the City will pay Ride On a Transition Fee equal to the monthly board for each horse on the property on the Transition Date prorated for the portion of the month Ride On provides services. In addition, the City will pay Ride On a one-time \$7,500 Mobilization Fee.

To the extent equipment and tools for the operation of the center can be procured by the City from the current operator, the equipment and tools shall remain the property of the City and shall be provided to Ride On to support their operation of the center for the duration of this Contract. If Ride On shall procure any additional equipment and tools from operating income during the term of this MOU, such equipment and supplies shall be the property of Ride On.

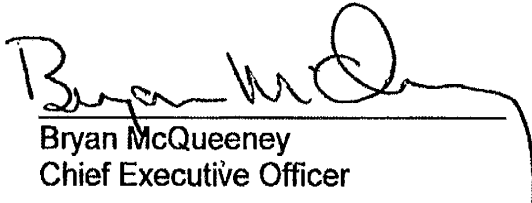
To the extent equipment and tools for the operation of the center are not procured by the City from the current operator: City shall procure mechanical equipment (tractors and utility task vehicles) on a rental or purchase basis; and Ride On shall purchase such additional equipment and tools necessary for operating the center. Such equipment and tools shall be as specified on Schedule A attached hereto. The mechanical equipment shall be held in the name of City. City shall reimburse Ride On for the actual cost such additional equipment and tools in an amount not to exceed \$15,000. The additional equipment and supplies shall be the property of the City and shall be marked as such and shall be provided to Ride On to support their operation of the center for the duration of this Contract.

If City and Ride On agree to an agreement whereby Ride On will continue to operate the facility after the expiration of this Contract, City and Ride On expect to agree on a reasonable payment from Ride On to City for such equipment and supplies from operating income over an agreed period of time.


Part 3. All terms used in Parts 1 and 2 above shall have the meanings ascribed thereto in Contract. Except as amended in Parts 1 and 2 above, all other sections, terms, obligations, duties, clauses, and provisions of Contract shall remain the same.

IN WITNESS WHEREOF, the parties execute this First Amendment to Contract as of the date set forth above.


For Ride On:


Bryan McQueeney
Chief Executive Officer


For the City:


Andrew P. Powers
City Manager

Approved as to Form:


Tracy Noonan
City Attorney

ATTEST:


Cynthia M. Rodriguez, City Clerk

Interim MOU for
Rancho Potrero Community Equestrian Center

7/29/2019

Schedule A

<i>Mechanical Equipment</i>	<i>Purchase</i>	<i>Monthly</i>	<i>Notes</i>	<i>Circle K Equipment</i>
Kubota M62TL	\$63,000	\$2,500	Manure Tractor	Ford 545 c/d x 2
Kubota MX4800HST	\$24,600	\$1,595	Arena Drag	Ford - old
Kubota RTV-X114W-H	\$17,400	\$950	Feeding	Ford - old
Kubota RTV-X114W-H	\$17,400	\$950	Maintenance	ATV/Golf Cart
Total	\$122,400	\$5,995	6 mos = \$33,570	
<i>Start up Equipment</i>				
Gearmore Arenavator 8'	\$3,300		arena drag	Arenavator 6'
Trailer	\$1,300		hay feed	custom
Manure bucket	\$2,500		custom fabricated 3cy	custom
wheel barrows	\$1,500		x 6	
mounting blocks, cross ties	\$1,000		x 8	
rakes, hoses, buckets	\$1,000		x many	
signage	\$1,000			
Contingencies	\$3,400			
Total	\$15,000			

Contract No. 11980-2019A1

**SECOND AMENDMENT TO
INTERIM MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF THOUSAND OAKS
AND RIDE ON LA
FOR THE OPERATION OF THE RANCHO POTRERO EQUESTRIAN CENTER**

Contract No. 11980-2019

THIS SECOND AMENDMENT to the Interim Memorandum of Understanding entered into between the **CITY OF THOUSAND OAKS**, a municipal corporation, (hereafter "City") and **RIDE ON, LA**, a 501(c)(3) nonprofit corporation ("Ride On"), dated January 25, 2019 (herein "Contract") is made this 28th day of August, 2019.

RECITALS

- A. Section 6 of Contract, currently, and as may have been previously amended, provides for a transition fee payable to Ride On to allow Ride On to assume full operations.
- B. The transition fee was negotiated upon an expectation that the current operator would be willing to transfer existing equipment and supplies to City or Ride On to assure a smooth transition of operations. The current operator has not agreed to provide such equipment and supplies to date.
- C. City is in need of modifying the transition fee to provide flexibility to meet the potential need for new equipment and supplies, and Ride On is desirous of modifying the transition fee to address potential needs.

AGREEMENT TO AMEND

NOW, THEREFORE, the undersigned parties to Contract agree to amend Contract as described below:

Part 1. Section 6 of Contract and such section is hereby amended to read in its entirety:

- 1. **TRANSITION FEE:** If Ride On assumes operations at a date other than the first of a month, board fees will have been paid to the current operator and Ride On will bear the expense of feed and maintenance for the balance of the month. In consideration of the above, the City will pay Ride On a Transition Fee equal to the monthly board for each horse on the

property on the Transition Date prorated for the portion of the month Ride On provides services. In addition, the City will pay Ride On a one-time \$7,500 Mobilization Fee.

To the extent equipment and tools for the operation of the center can be procured by the City from the current operator, the equipment and tools shall remain the property of the City and shall be provided to Ride On to support their operation of the center for the duration of this Contract. If Ride On shall procure any additional equipment and tools from operating income during the term of this MOU, such equipment and supplies shall be the property of Ride On.

To the extent equipment and tools for the operation of the center are not procured by the City from the current operator: City shall procure some mechanical equipment (tractors and utility task vehicles) on a rental or purchase basis; and Ride On shall purchase such additional equipment and tools necessary for operating the center. Such equipment and tools may include those specified on Schedule A attached hereto. Additional equipment and tools may be acquired subject to the agreement of City Project Manager. The mechanical equipment shall be held in the name of City. City shall reimburse Ride On for the actual cost such additional equipment and tools as approved by City Project Manager. The additional equipment and supplies shall be the property of the City and shall be marked as such and shall be provided to Ride On to support their operation of the center for the duration of this Contract.

If City and Ride On agree to an agreement whereby Ride On will continue to operate the facility after the expiration of this Contract, City and Ride On expect to agree on a reasonable payment from Ride On to City for such equipment and supplies from operating income over an agreed period of time.

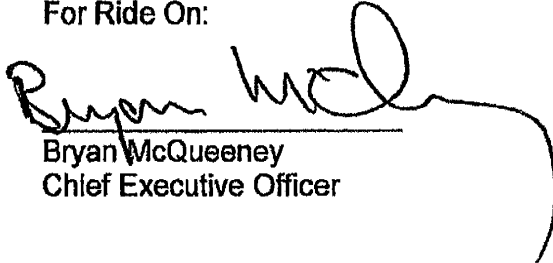
Part 2. Section 14 of the agreement is hereby added which shall read in its entirety:

14. **CITY PROJECT MANAGER.** The services to be performed by Ride On shall be accomplished under the general direction of, and coordinate with, City's "Project Manager", as that staff person is designated by City from time to time, and who presently is Interim Human Resources Director, Tim W. Giles.

Part 3. All terms used in Parts 1 and 2 above shall have the meanings ascribed thereto in Contract. Except as amended in Parts 1 and 2 above, all other sections, terms, obligations, duties, clauses, and provisions of Contract shall remain the same.

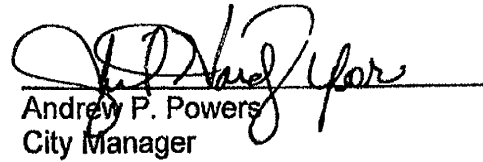
IN WITNESS WHEREOF, the parties execute this First Amendment to Contract as of the date set forth above.

For Ride On:



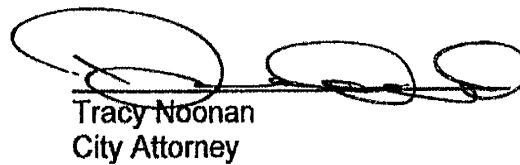
Bryan McQueeney
Chief Executive Officer

For the City:



Andrew P. Powers
City Manager

Approved as to Form:



Tracy Noonan
City Attorney

Attest:



Cynthia M. Rodriguez
City Clerk

**THIRD AMENDMENT TO
INTERIM MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF THOUSAND OAKS
AND RIDE ON LA
FOR THE OPERATION OF THE RANCHO POTRERO EQUESTRIAN CENTER**

Contract No. 11980-2019

THIS THIRD AMENDMENT to the Interim Memorandum of Understanding entered into between the **CITY OF THOUSAND OAKS**, a municipal corporation, (hereafter "City") and **RIDE ON, LA**, a 501(c)(3) nonprofit corporation ("Ride On"), dated January 25, 2019 (herein "Contract") is made this 28th day of January, 2020.

RECITALS

- A. Ride On assumed temporary operation of the Rancho Potrero Equestrian Center ("Center") pursuant to this Contract on August 1, 2019.
- B. Ride On has successfully established operations at the Center, establishing rental agreements with boarders, establishing reasonable rules of operation, making the full facility available for users and establishing a limited rental string operation. Ride On has assured that all animals are properly fed and cared for. Ride On has been able to identify needed capital investments and appropriate operational expenses.
- C. Due to the successful initial transition term, and Ride On's demonstrated capabilities and willingness to partner with the public in the success of the Center, City desires to negotiate exclusively with Ride On for a long-term operations agreement.
- D. City has provided limited capital support to Ride On in the transition. Additional capital support is necessary to remediate prior construction deficiencies.
- E. Section 1 of the Contract, currently, and as may have been previously amended, provides that the Contract terminates at the end of February.
- F. City and Ride On desire to enter into a long-term agreement for Ride On to operate the facility. Ride On and City desire to extend the term of the current Contract to provide time to finalize an appropriate long-term agreement.

- G. Section 5, of the Contract, currently, and as may have been previously amended, prevents Ride On from increasing fees.
- H. City and Ride On desire to provide a mechanism for users of the Center to share in the cost of operating the Center.
- I. Section 6 of Contract, currently, and as may have been previously amended, delineates payments to Ride On for operating the facility.
- J. The transition fee was negotiated upon an expectation that the current operator would not have to make significant capital investment during the transition.
- K. City desires to modify the transition fee to provide flexibility to meet the need for capital and infrastructure investments, and Ride On is desirous of modifying the transition fee to address needed capital and infrastructure needs.

AGREEMENT TO AMEND

NOW, THEREFORE, the undersigned parties to Contract agree to amend Contract as described below:

Part 1. Section 1 of Contract and such section is hereby amended to read in its entirety:

1. **TERM:** Services under this MOU shall commence on the Transition Date, which shall be the date on which the City delivers possession of the Rancho Potrero Equestrian Center to Ride On. This MOU shall terminate on July 31, 2020, unless extended or terminated by the mutual written agreement of the parties.

The terms of this MOU reflect the interim nature of the MOU. Both parties commit, in good faith, to enter negotiations to identify a mutually acceptable long-term relationship generally consistent with the services provided in Section 2.

Part 2. Section 5 of Contract and such section is hereby amended to read in its entirety:

5. **RATES:** Boarding Rates, Horse Rental Rates and other fees for use of the Center shall be established by Ride On subject to prior written approval of the City Project Manager.

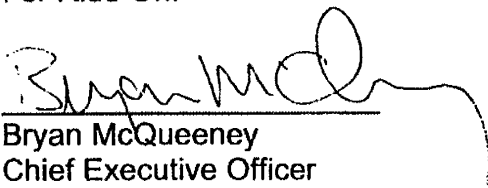
Part 3. Section 6 of Contract and such section is hereby amended to include the following additional language:

To the extent Capital Improvements are agreed to by the parties in writing in advance and performed by Ride On, City will reimburse Ride On for the cost of any such improvements.

Part 4. All terms used in Parts 1, 2 and 3 above shall have the meanings ascribed thereto in Contract. Except as amended in Parts 1, 2 and 3 above, all other sections, terms, obligations, duties, clauses, and provisions of Contract shall remain the same.

IN WITNESS WHEREOF, the parties execute this Third Amendment to Contract as of the date set forth above.


For Ride On:


Bryan McQueeney
Chief Executive Officer

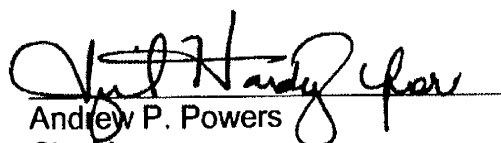
For the City:


Al Adam
Mayor

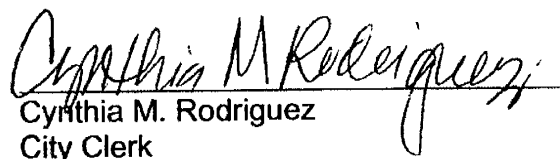
Approved as to Form:


Tracy Noonan
City Attorney

Approved as to Administration:


Andrew P. Powers
City Manager

Attest:


Cynthia M. Rodriguez
City Clerk

**FOURTH AMENDMENT TO
INTERIM MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF THOUSAND OAKS
AND RIDE ON LA
FOR THE OPERATION OF THE RANCHO POTRERO EQUESTRIAN CENTER**

Contract No. 11980-2019

THIS FOURTH AMENDMENT to the Interim Memorandum of Understanding entered into between the **CITY OF THOUSAND OAKS**, a municipal corporation, (hereafter "City") and **RIDE ON, LA**, a 501(c)(3) nonprofit corporation ("Ride On"), dated January 25, 2019 (herein "Contract") is made this 29th day of July, 2020.

RECITALS

- A. Ride On assumed temporary operation of the Rancho Potrero Equestrian Center ("Center") pursuant to this Contract on August 1, 2019.
- B. Ride On has successfully established operations at the Center, establishing rental agreements with boarders, establishing reasonable rules of operation, making the full facility available for users and establishing a limited rental string operation. Ride On has assured that all animals are properly fed and cared for. Ride On has been able to identify needed capital investments and appropriate operational expenses.
- C. Section 1 of the Contract, currently, and as may have been previously amended, provides that the Contract terminates at the end of July.
- D. City and Ride On desire to enter into a long-term agreement for Ride On to operate the facility. Ride On and City desire to extend the term of the current Contract to provide time to finalize an appropriate long-term agreement.
- E. Due to disruption in work because of the response to the Coronavirus pandemic, City and Ride On have not yet finalized an appropriate long-term agreement.
- F. The parties desire to extend this agreement through and until December 31, 2020 to provide additional time to finalize an appropriate long-term agreement.

- G. The City Council on July 7, 2020 delegated authority to the City Manager to execute an extension of this agreement.

AGREEMENT TO AMEND

NOW, THEREFORE, the undersigned parties to Contract agree to amend Contract as described below:

Part 1. Section 1 of Contract is hereby amended to read in its entirety:

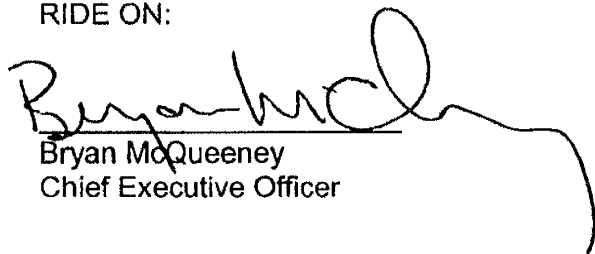
1. **TERM:** Services under this MOU shall commence on the Transition Date, which shall be the date on which the City delivers possession of the Rancho Potrero Equestrian Center to Ride On. This MOU shall terminate on December 31, 2020, unless extended or terminated by the mutual written agreement of the parties.

The terms of this MOU reflect the interim nature of the MOU. Both parties commit, in good faith, to enter negotiations to identify a mutually acceptable long-term relationship generally consistent with the services provided in Section 2.

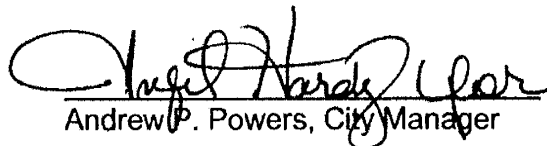
Part 2. All terms used in Part 1 above shall have the meanings ascribed thereto in Contract. Except as amended in Parts 1 above, all other sections, terms, obligations, duties, clauses, and provisions of Contract shall remain the same.

IN WITNESS WHEREOF, the parties execute this Fourth Amendment to Contract as of the date set forth above.

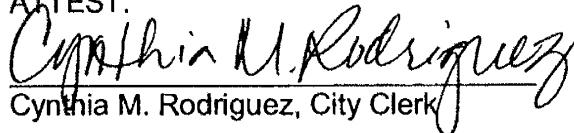
RIDE ON:


Bryan McQueeney
Chief Executive Officer

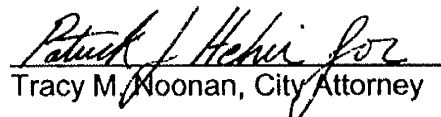
CITY OF THOUSAND OAKS:


Andrew P. Powers, City Manager

ATTEST:


Cynthia M. Rodriguez, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney


Tracy M. Noonan, City Attorney

Project Name: Rancho Potrero
Equestrian Center Lease

**FIFTH AMENDMENT TO
INTERIM MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF THOUSAND OAKS
AND RIDE ON LA
FOR THE OPERATION OF THE RANCHO POTRERO EQUESTRIAN CENTER**

Contract No. 11980-2019

THIS FIFTH AMENDMENT to the Interim Memorandum of Understanding entered into between the **CITY OF THOUSAND OAKS**, a municipal corporation, (hereafter "City") and **RIDE ON, LA**, a 501(c)(3) nonprofit corporation ("Ride On"), dated January 25, 2019 (herein "Contract") is made this 15th day of December, 2020.

RECITALS

- A. Ride On assumed temporary operation of the Rancho Potrero Equestrian Center ("Center") pursuant to this Contract on August 1, 2019.
- B. Ride On has successfully established operations at the Center, establishing rental agreements with boarders, establishing reasonable rules of operation, making the full facility available for users and establishing a limited rental string operation. Ride On has assured that all animals are properly fed and cared for. Ride On has been able to identify needed capital investments and appropriate operational expenses.
- C. Section 1 of the Contract, currently, and as may have been previously amended, provides that the Contract terminates at the end of December, 2020.
- D. City and Ride On desire a long-term operational arrangement for the facility. Ride On and City desire to extend the term of the current Contract to provide time to finalize an appropriate long-term agreement.
- E. Due to disruption in work because of the response to the Coronavirus pandemic, City and Ride On have not yet finalized an appropriate long-term arrangement. With the assistance of a Council appointed Ad Hoc committee, an appropriate long-term operational arrangement for the facility has been identified and is being prepared for submission for consideration by the City Council.

- F. The parties desire to extend this agreement through and until March 31, 2021 to provide additional time to finalize an appropriate long-term arrangement.

AGREEMENT TO AMEND

NOW, THEREFORE, the undersigned parties to Contract agree to amend Contract as described below:

Part 1. Section 1 of Contract is hereby amended to read in its entirety:

1. **TERM:** Services under this MOU shall commence on the Transition Date, which shall be the date on which the City delivers possession of the Rancho Potrero Equestrian Center to Ride On. This MOU shall terminate on March 31, 2021, unless extended or terminated by the mutual written agreement of the parties.

The terms of this MOU reflect the interim nature of the MOU. Both parties commit, in good faith, to enter negotiations to identify a mutually acceptable long-term relationship generally consistent with the services provided in Section 2.

Part 2. Section 6 of the Contract is hereby amended to include the following language:

City Project Manager and Ride On may agree that reimbursement as provided herein, including for Capital Improvements and purchases, may be paid by City to Ride upon evidence of Ride On's contractual commitment to the purchase. Ride On agrees to segregate such funds until it has paid the expenses.

Part 3. All terms used in Part 1 above shall have the meanings ascribed thereto in Contract. Except as amended in Parts 1 above, all other sections, terms, obligations, duties, clauses, and provisions of Contract shall remain the same.

IN WITNESS WHEREOF, the parties execute this Fifth Amendment to Contract as of the date set forth above.

For Ride On:

For the City:

DocuSigned by:
Bryan McQueeney
42C54BC76B104B0...
Bryan McQueeney
Chief Executive Officer

DocuSigned by:
Claudia Bill-de la Peña
0F50E74C0809425...
Claudia Bill-de la Peña, Mayor

Attest:

DocuSigned by:
Cynthia Rodriguez
7F1B1047E208400...
Cynthia Rodriguez
City Clerk

Approved as to Administration:

DocuSigned by:
Andrew P. Powers
3062472D3E0C40D...
Andrew P. Powers
City Manager

Approved as to Form:

DocuSigned by:
Tracy M. Noonan
5E20550C3105459...
Tracy M. Noonan
City Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/27/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cheval Insurance Services Lic. 0C94257 P. O. Box 2933 Fullerton, CA 92837 Cheval Insurance Services 714-447-9191	CONTACT NAME: Cheval Insurance Services PHONE (A/C, No, Ext): 714-447-9191 FAX (A/C, No): 714-525-9191 E-MAIL ADDRESS: ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A : Indemnity Ins. Co. of No. Amer INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Ride On Ther. Horsemanship Attn: Bryan McQueeney 10860 Topanga Canyon Blvd., Chatsworth, CA 91311	NAIC #

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		FO-227397	08/27/2020	08/27/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA-227401	08/27/2020	08/27/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED RETENTION \$		X	FX-235695	08/27/2020	08/27/2021	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below			NONE			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
				NONE			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Thousand Oaks, COSCA, CRPD, their elected officials, agents, employees, consultants and contractors are additional insured but only as respects liability arising from the equestrian activities of the named insured and/or in accordance with the policy conditions.

CERTIFICATE HOLDER

CITY100

City of Thousand Oaks
2100 E. Thousand Oaks Bl.
Thousand Oaks, CA 91360

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

Order No.:
Escrow No.:

APN: 694-0-060305

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S):

DOCUMENTARY TRANSFER TAX IS: \$0

- Computed on the full value of the property conveyed, or
- Computed on full value less value of liens or encumbrances remaining at the time of sale,
- Realty not sold
- Unincorporated area City of _____, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Conejo Open Space Conservation Agency, a California joint powers agency

Hereby GRANT(S) to:
Conejo Recreation and Park District, a California special district

The following described real property in the city of Thousand Oaks, State of California:
As shown in Exhibit "A" attached hereto and made a part hereof, and commonly known as:
Rancho Potrero Equestrian Center, 4790 Lynn Road, Thousand Oaks, CA

Dated: _____

Signature of Grantor

Print Name

Dated: _____

Signature of Grantor

Print Name

Mail Tax Statements To: Same As Above

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, before me, _____, a Notary Public,
Date Name of Notary

personally appeared _____, who
Name of signor(s)

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Seal)

EXHIBIT I

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Cynthia M. Rodriguez
City Clerk
City of Thousand Oaks
2100 Thousand Oaks Blvd.
Thousand Oaks, CA 91362

(Above Space for Recorder's Use Only)

QUITCLAIM DEED

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the City of Thousand Oaks, a California municipal corporation ("City"), does hereby remise, release, and forever quitclaim to the Conejo Recreation and Park District, a California special district, all of its right, title and interest in and to any equipment, buildings, structures, or improvements now or hereafter situated upon that certain real property known as the Rancho Potrero Equestrian Center Property described and depicted in Exhibit B attached hereto. In addition, CITY hereby conveys and transfers to CRPD all of CITY's rights and benefits (a) under any and all builder, contractor, architect and other warranties extended by third-parties in connection with the construction or maintenance of the buildings, structures, and other improvements situated on the Property, (b) under any and all permits and other governmental approvals, if any, issued in connection with the construction of such improvements, (c) all plans, specifications or other documents, reports, or studies owned in connection with the Property or the improvements situated thereon, and (d) under any and all maintenance or service contracts with respect to the improvements now situated on the Property.

Executed as of _____, 2021

CITY OF THOUSAND OAKS

By: _____
Andrew P. Powers
City Manager

[attach Notary acknowledgment]

EXHIBIT J

ASSIGNMENT AND ASSUMPTION AGREEMENT

Interim Memorandum of Understanding Between the City of Thousand Oaks and Ride On, LA for the Operation of the Rancho Potrero Equestrian Center

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "**Agreement**") is entered into as of the ____ day of _____, 2021 by and among CONEJO RECREATION AND PARK DISTRICT ("CRPD"), a California Special District and the CITY OF THOUSAND OAKS, a municipal corporation ("**City**").

RECITALS

WHEREAS, the Conejo Open Space Conservation Agency ("COSCA") is the owner of a 20-acre parcel commonly known as the Rancho Potrero Equestrian Center, 4790 Lynn Road, Thousand Oaks, County of Ventura, State of California ("Equestrian Center Property"); and

WHEREAS, COSCA and CITY entered into a Lease Agreement on or about January 23, 2007, for CITY to develop the Equestrian Center Property to operate as a public equestrian facility, (hereinafter the "**Lease Agreement**"); and

WHEREAS, Ride On, LA, (hereinafter "**RIDE ON**"), is a 501(c)(3) non-profit corporation with experience owning and operating community based equestrian facilities; and

WHEREAS, on or about January 25, 2019, CITY and RIDE ON entered into an Interim Memorandum of Understanding for RIDE ON to operate the Equestrian Center Property as a public equestrian facility, (hereinafter the "**Operating Agreement**"), a copy of which, inclusive of all amendments, are attached hereto as **Exhibit A**; and

WHEREAS, COSCA has transferred all of its ownership and interest in the land, improvements and operation at the Equestrian Center Property to CRPD in consideration of the commitment of CRPD to improve, maintain and operate a public equestrian center at the Equestrian Center Property and has terminated the Lease Agreement with CITY.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, it is hereby declared, understood and agreed as follows:

1. Assignment. City hereby assigns and delegates to CRPD all of City's rights, interest in, and obligations under the Operating Agreement.

2. Acceptance of Assignment and Assumption. CRPD accepts the above assignment of City's rights and interest in the Operating Agreement, and assumes all of City's obligations under the Operating Agreement, and agrees to perform all of City's obligations and covenants regarding the Operating Agreement. All references in the Operating Agreement to "City" shall be deemed to be references to CRPD.

3. Ride On Consent to Assignment and Transfer of Agreement. Ride On hereby consents to the assignment and assumption of City's rights, interest in, and obligations under, the Operating Agreement by CRPD, and releases City from all obligations regarding the Operating Agreement.

4. Full Force and Effect. Except as set forth in this Agreement, the Operating Agreement remains unmodified and is in full force and effect.

5. Headings. The headings used in this Agreement are for convenience only and shall be disregarded in interpreting the substantive provisions of this Agreement.

6. Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the legal representatives, heirs, successors and assigns of the parties.

7. California Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

8. Invalidity. Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be deemed severed herefrom, and the remaining provisions shall remain in full force and effect as if the invalid or unenforceable provision had not been a part hereof.

9. Counterparts. This Agreement may be signed by the different parties hereto in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

[Signatures on Following Pages]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day first above written.

CRPD:

CRPD, a California Special District,

By: _____
Jim Friedl, General Manager

CITY:

CITY OF THOUSAND OAKS, a municipal corporation

By: _____
Andrew P. Powers, City Manager

ATTEST:

Cynthia M. Rodriguez, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Tracy Noonan, City Attorney

CONSENT TO ASSIGNMENT

RIDE ON hereby consents to the forgoing assignment of the Interim Memorandum of Understanding Between the City of Thousand Oaks and with Ride On, LA for the Operation of the Rancho Potrero Equestrian Facilities Center by City to CRPD.

RIDE ON

By: _____
Brian McQueeney, Chief Executive Officer



**INTERIM MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF THOUSAND OAKS
AND RIDE ON LA
FOR THE OPERATION OF THE RANCHO POTRERO EQUESTRIAN CENTER**

THIS Interim Memorandum of Agreement (MOU) is made and entered into this 25 day of January, 2019, by and between the **CITY OF THOUSAND OAKS**, a municipal corporation, sometimes hereinafter referred to as "CITY", and **RIDE ON, LA** a 501(c)(3) nonprofit corporation, hereinafter referred to as "RIDE ON", with reference to the following facts:

RECITALS

- A. The City and Ride On, desire to enter a memorandum of understanding for Ride On to operate a publicly-owned equestrian center located in the Rancho Potrero area of Thousand Oaks ("Rancho Potrero Equestrian Center" or "ranch".) Conejo Open Space Conservation Agency (COSCA) owns the site and leases it to the City.
- B. The City is in the process of transitioning the operation of the ranch and desires to provide uninterrupted service to the equestrian community during the transition.
- C. Ride On has a 25-year history as a community organization delivering high-quality programming to the entire community including horseback riding lessons, horse boarding, horse management and care, and trail rides.

AGREEMENT

- 1. **TERM.** Services under this MOU shall commence on the Transition Date, which shall be the date on which the City delivers possession of the Rancho Potrero Equestrian Center to Ride On. This MOU shall terminate on the last day of the seventh month following the transition date.

The terms of this MOU reflect the interim nature of the MOU. Both parties commit, in good faith, to enter negotiations to identify a mutually acceptable long-term relationship generally consistent with the services provided in Section 2.

- 2. **SERVICES.** Ride On shall provide the following services:
 - a. Maintain current boarding operations should current boarders choose to continue boarding at the ranch;

- b. Within 60 days of the Transition Date, re-start hourly Trail Rides to the public at least 3-days per week. It is understood by both parties that Ride On may choose to sub-lease the Trail Ride Operation;
 - c. Provide professional and courteous management of the facility consistent with best practices;
 - d. Provide a range of educational, vocational, competitive and recreational program offerings to the entire community;
 - e. Maintain the property in good repair, safe for horse keeping and riding;
 - f. Collect and account for boarding payments;
 - g. Collect and account for proceeds from operation of the ranch including trail rides and training;
 - h. Pay all expenses of the operation of the ranch.
3. **COMPENSATION.** City will not charge Ride On for use of the ranch and all monies received by Ride On for operations may be retained by Ride On as full and complete compensation for the services provided under this MOU.
4. **DUE DILIGENCE.** As of this date, much of the information normally available through a due diligence process is not available to Ride On. For example, Ride On does not have:
- a. The number of horses currently boarded;
 - b. The number and sizes of stalls currently on-site;
 - c. Copies of the current boarder list, boarding agreement and boarding rules;
 - d. A listing of existing ranch equipment to remain with property after current operator leaves, including equipment needed on a daily basis to feed, clean and maintain the arenas;
 - e. A copy of schedule of current user fees for extra services;
 - f. A copy of agreement(s) with any current trainer using the property;
 - g. A copy of any prior report on fees at comparable facilities prepared by City staff or the current operator; and
 - h. Copies of current utility bills

Considering this, both parties commit, in good faith to work jointly to ensure a smooth transition from the former operator to Ride On and any additional matters arising as the result of the due diligence process.

5. **BOARDING RATES:** Ride On will maintain current board rates for the duration of this MOU.
6. **TRANSITION FEE:** If Ride On assumes operations at a date other than the first of a month, board fees will have been paid to the current operator and Ride On will bear the expense of feed and maintenance for the balance of the month. In consideration of the above, the City will pay Ride On a Transition Fee equal to the monthly board for each horse on the property on the Transition Date prorated for the

portion of the month Ride On provides services. In addition, the City will pay Ride On a one-time \$2,500 Mobilization Fee.

7. **INSURANCE:** Ride On will maintain insurance at the following levels:
 - a. Comprehensive General Liability insurance in an amount not less than \$2M per occurrence /\$4M aggregate and name the City, COSCA, their officers, directors, elected officials and employees as Additional Insured parties;
 - b. Automobile Liability in an amount not less the \$2M and name the City COSCA, their officers, directors, elected officials and employees as Additional Insured parties;
 - c. Worker's Compensation insurance as required by law, including an endorsement waiving subrogation rights against the City;
 - d. Ride On will provide written evidence of compliance with the insurance requirements.
8. **WALKTHROUGH:** On the Transition Date, City staff will walk through the property with Ride On staff to survey the site, to identify equipment and maintenance issues. All parties agree to work diligently to ensure the smooth transition of operations.
9. **UTILITIES:** The City will pay for water and sewer for the month that Ride On assumes operations. Ride On will pay for all other expenses and utilities.
10. **DEFAULT:** If either party violates any part of this MOU, they will be in default. The City and Ride On will have the right to notify the other party in writing of the default and the other party will have 30 days in which to cure that default or begin to cure the default if it cannot be cured in 30 days. If the default is not timely cured, the MOU may be terminated on 30 days advanced written notice.
11. **RIGHT OF ENTRY:** The City shall have Right of Entry during normal business hours and emergencies.
12. **INDEMNIFICATION.**
 - a. Ride On will defend and indemnify the City from any and all costs, claims, lawsuits, damages or injuries that arise out of the operation of the ranch during the term of this MOU.
 - b. The City will defend and indemnify Ride On for any condition, encumbrances or liens that may exist as of the Transition Date and in the event of any dispute, claim or litigation with the prior operator and/or relating to the removal of the prior operator.

- c. The City will defend and indemnify Ride On from any costs required to bring the property as it exists on the Transition Date into compliance with any planning, zoning and building requirements.
 - d. Ride On will defend and indemnify the City from any costs required to bring the property into compliance with any planning, zoning or building requirements created by any change of use following the Transition Date.
13. **NOTICES:** Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

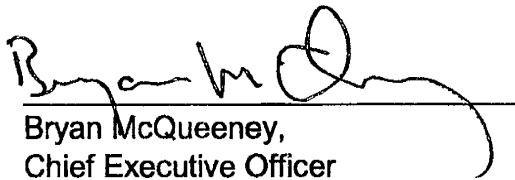
To City: Attention: Jaime Boscarino,
Finance Director
City of Thousand Oaks
2100 Thousand Oaks Boulevard
Thousand Oaks, CA 91362

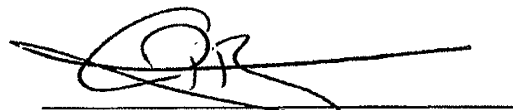
To Ride On: Attention: Brian McQueeney,
Chief Executive Officer
Ride On
401 Ronel Court
Newbury Park, CA 92320
(805) 375-9078

In concurrence and witness whereof, this Agreement has been executed by the parties effective on the date and year first above written.

For Ride On:

For the City:



Bryan McQueeney,
Chief Executive Officer


Andrew P. Powers, City Manager

Approved as to Form:


Tracy M. Noonan, City Attorney

Attest:


for Cynthia M. Rodriguez, City Clerk

**FIRST AMENDMENT TO
INTERIM MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF THOUSAND OAKS
AND RIDE ON LA
FOR THE OPERATION OF THE RANCHO POTRERO EQUESTRIAN CENTER**

Contract No. 11980-2019

THIS FIRST AMENDMENT to the Interim Memorandum of Understanding entered into between the **CITY OF THOUSAND OAKS**, a municipal corporation, (hereafter "City") and **RIDE ON, LA**, a 501(c)(3) nonprofit corporation ("Ride On"), dated January 25, 2019 (herein "Contract") is made this 25th day of July, 2019.

RECITALS

- A. Section 6 of Contract, currently, and as may have been previously amended, provides for a transition fee payable to Ride On to allow Ride On to assume full operations.
- B. The transition fee was negotiated upon an expectation that the current operator would be willing to transfer existing equipment and supplies to City or Ride On to assure a smooth transition of operations. The current operator has not agreed to provide such equipment and supplies to date.
- C. City is in need of modifying the transition fee to address the potential need for new equipment and supplies, and Ride On is desirous of modifying the transition fee to address potential needs.

AGREEMENT TO AMEND

NOW, THEREFORE, the undersigned parties to Contract agree to amend Contract as described below:

Part 1. Section 4 of the agreement is hereby amended to include the following additional language:

The City and Ride On agree to continue coordinating a successful transition as new circumstances emerge and, no later than 90 days from the Transition Date, to Lookback at events as they have transpired and negotiate in good faith to resolve any items.

Part 2. Section 6 of Contract and such section is hereby amended to read in its entirety:

1. **TRANSITION FEE:** If Ride On assumes operations at a date other than the first of a month, board fees will have been paid to the current operator and Ride On will bear the expense of feed and maintenance for the balance of the month. In consideration of the above, the City will pay Ride On a Transition Fee equal to the monthly board for each horse on the property on the Transition Date prorated for the portion of the month Ride On provides services. In addition, the City will pay Ride On a one-time \$7,500 Mobilization Fee.

To the extent equipment and tools for the operation of the center can be procured by the City from the current operator, the equipment and tools shall remain the property of the City and shall be provided to Ride On to support their operation of the center for the duration of this Contract. If Ride On shall procure any additional equipment and tools from operating income during the term of this MOU, such equipment and supplies shall be the property of Ride On.

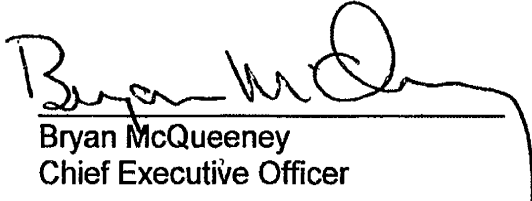
To the extent equipment and tools for the operation of the center are not procured by the City from the current operator: City shall procure mechanical equipment (tractors and utility task vehicles) on a rental or purchase basis; and Ride On shall purchase such additional equipment and tools necessary for operating the center. Such equipment and tools shall be as specified on Schedule A attached hereto. The mechanical equipment shall be held in the name of City. City shall reimburse Ride On for the actual cost such additional equipment and tools in an amount not to exceed \$15,000. The additional equipment and supplies shall be the property of the City and shall be marked as such and shall be provided to Ride On to support their operation of the center for the duration of this Contract.

If City and Ride On agree to an agreement whereby Ride On will continue to operate the facility after the expiration of this Contract, City and Ride On expect to agree on a reasonable payment from Ride On to City for such equipment and supplies from operating income over an agreed period of time.


Part 3. All terms used in Parts 1 and 2 above shall have the meanings ascribed thereto in Contract. Except as amended in Parts 1 and 2 above, all other sections, terms, obligations, duties, clauses, and provisions of Contract shall remain the same.

IN WITNESS WHEREOF, the parties execute this First Amendment to Contract as of the date set forth above.


For Ride On:


Bryan McQueeney
Chief Executive Officer


For the City:


Andrew P. Powers
City Manager

Approved as to Form:


Tracy Noonan
City Attorney

ATTEST:


Cynthia M. Rodriguez, City Clerk

Interim MOU for
Rancho Potrero Community Equestrian Center

7/29/2019

Schedule A

<i>Mechanical Equipment</i>	<i>Purchase</i>	<i>Monthly</i>	<i>Notes</i>	<i>Circle K Equipment</i>
Kubota M62TL	\$63,000	\$2,500	Manure Tractor	Ford 545 c/d x 2
Kubota MX4800HST	\$24,600	\$1,595	Arena Drag	Ford - old
Kubota RTV-X114W-H	\$17,400	\$950	Feeding	Ford - old
Kubota RTV-X114W-H	\$17,400	\$950	Maintenance	ATV/Golf Cart
Total	\$122,400	\$5,995	6 mos = \$33,570	
<i>Start up Equipment</i>				
Gearmore Arenavator 8'	\$3,300		arena drag	Arenavator 6'
Trailer	\$1,300		hay feed	custom
Manure bucket	\$2,500		custom fabricated 3cy	custom
wheel barrows	\$1,500		x 6	
mounting blocks, cross ties	\$1,000		x 8	
rakes, hoses, buckets	\$1,000		x many	
signage	\$1,000			
Contingencies	\$3,400			
Total	\$15,000			

Contract No. 11980-2019A1

**SECOND AMENDMENT TO
INTERIM MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF THOUSAND OAKS
AND RIDE ON LA
FOR THE OPERATION OF THE RANCHO POTRERO EQUESTRIAN CENTER**

Contract No. 11980-2019

THIS SECOND AMENDMENT to the Interim Memorandum of Understanding entered into between the **CITY OF THOUSAND OAKS**, a municipal corporation, (hereafter "City") and **RIDE ON, LA**, a 501(c)(3) nonprofit corporation ("Ride On"), dated January 25, 2019 (herein "Contract") is made this 28th day of August, 2019.

RECITALS

- A. Section 6 of Contract, currently, and as may have been previously amended, provides for a transition fee payable to Ride On to allow Ride On to assume full operations.
- B. The transition fee was negotiated upon an expectation that the current operator would be willing to transfer existing equipment and supplies to City or Ride On to assure a smooth transition of operations. The current operator has not agreed to provide such equipment and supplies to date.
- C. City is in need of modifying the transition fee to provide flexibility to meet the potential need for new equipment and supplies, and Ride On is desirous of modifying the transition fee to address potential needs.

AGREEMENT TO AMEND

NOW, THEREFORE, the undersigned parties to Contract agree to amend Contract as described below:

Part 1. Section 6 of Contract and such section is hereby amended to read in its entirety:

- 1. **TRANSITION FEE:** If Ride On assumes operations at a date other than the first of a month, board fees will have been paid to the current operator and Ride On will bear the expense of feed and maintenance for the balance of the month. In consideration of the above, the City will pay Ride On a Transition Fee equal to the monthly board for each horse on the

property on the Transition Date prorated for the portion of the month Ride On provides services. In addition, the City will pay Ride On a one-time \$7,500 Mobilization Fee.

To the extent equipment and tools for the operation of the center can be procured by the City from the current operator, the equipment and tools shall remain the property of the City and shall be provided to Ride On to support their operation of the center for the duration of this Contract. If Ride On shall procure any additional equipment and tools from operating income during the term of this MOU, such equipment and supplies shall be the property of Ride On.

To the extent equipment and tools for the operation of the center are not procured by the City from the current operator: City shall procure some mechanical equipment (tractors and utility task vehicles) on a rental or purchase basis; and Ride On shall purchase such additional equipment and tools necessary for operating the center. Such equipment and tools may include those specified on Schedule A attached hereto. Additional equipment and tools may be acquired subject to the agreement of City Project Manager. The mechanical equipment shall be held in the name of City. City shall reimburse Ride On for the actual cost such additional equipment and tools as approved by City Project Manager. The additional equipment and supplies shall be the property of the City and shall be marked as such and shall be provided to Ride On to support their operation of the center for the duration of this Contract.

If City and Ride On agree to an agreement whereby Ride On will continue to operate the facility after the expiration of this Contract, City and Ride On expect to agree on a reasonable payment from Ride On to City for such equipment and supplies from operating income over an agreed period of time.

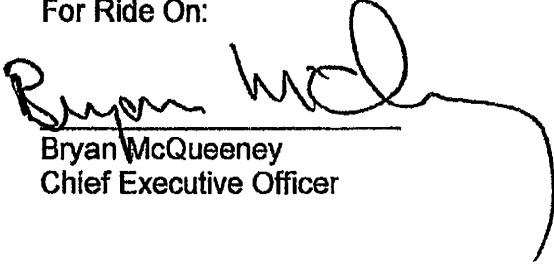
Part 2. Section 14 of the agreement is hereby added which shall read in its entirety:

14. **CITY PROJECT MANAGER.** The services to be performed by Ride On shall be accomplished under the general direction of, and coordinate with, City's "Project Manager", as that staff person is designated by City from time to time, and who presently is Interim Human Resources Director, Tim W. Giles.

Part 3. All terms used in Parts 1 and 2 above shall have the meanings ascribed thereto in Contract. Except as amended in Parts 1 and 2 above, all other sections, terms, obligations, duties, clauses, and provisions of Contract shall remain the same.

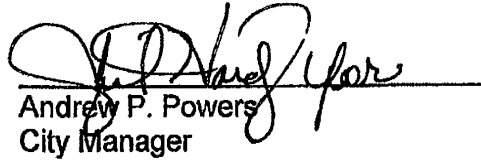
IN WITNESS WHEREOF, the parties execute this First Amendment to Contract as of the date set forth above.

For Ride On:



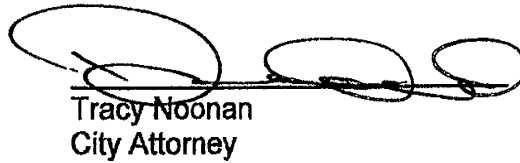
Bryan McQueeney
Chief Executive Officer

For the City:



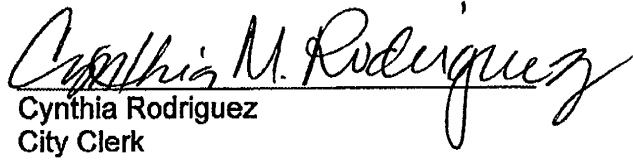
Andrew P. Powers
City Manager

Approved as to Form:



Tracy Noonan
City Attorney

Attest:



Cynthia Rodriguez
City Clerk

**THIRD AMENDMENT TO
INTERIM MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF THOUSAND OAKS
AND RIDE ON LA
FOR THE OPERATION OF THE RANCHO POTRERO EQUESTRIAN CENTER**

Contract No. 11980-2019

THIS THIRD AMENDMENT to the Interim Memorandum of Understanding entered into between the **CITY OF THOUSAND OAKS**, a municipal corporation, (hereafter "City") and **RIDE ON, LA**, a 501(c)(3) nonprofit corporation ("Ride On"), dated January 25, 2019 (herein "Contract") is made this 28th day of January, 2020.

RECITALS

- A. Ride On assumed temporary operation of the Rancho Potrero Equestrian Center ("Center") pursuant to this Contract on August 1, 2019.
- B. Ride On has successfully established operations at the Center, establishing rental agreements with boarders, establishing reasonable rules of operation, making the full facility available for users and establishing a limited rental string operation. Ride On has assured that all animals are properly fed and cared for. Ride On has been able to identify needed capital investments and appropriate operational expenses.
- C. Due to the successful initial transition term, and Ride On's demonstrated capabilities and willingness to partner with the public in the success of the Center, City desires to negotiate exclusively with Ride On for a long-term operations agreement.
- D. City has provided limited capital support to Ride On in the transition. Additional capital support is necessary to remediate prior construction deficiencies.
- E. Section 1 of the Contract, currently, and as may have been previously amended, provides that the Contract terminates at the end of February.
- F. City and Ride On desire to enter into a long-term agreement for Ride On to operate the facility. Ride On and City desire to extend the term of the current Contract to provide time to finalize an appropriate long-term agreement.

- G. Section 5, of the Contract, currently, and as may have been previously amended, prevents Ride On from increasing fees.
- H. City and Ride On desire to provide a mechanism for users of the Center to share in the cost of operating the Center.
- I. Section 6 of Contract, currently, and as may have been previously amended, delineates payments to Ride On for operating the facility.
- J. The transition fee was negotiated upon an expectation that the current operator would not have to make significant capital investment during the transition.
- K. City desires to modify the transition fee to provide flexibility to meet the need for capital and infrastructure investments, and Ride On is desirous of modifying the transition fee to address needed capital and infrastructure needs.

AGREEMENT TO AMEND

NOW, THEREFORE, the undersigned parties to Contract agree to amend Contract as described below:

Part 1. Section 1 of Contract and such section is hereby amended to read in its entirety:

1. **TERM:** Services under this MOU shall commence on the Transition Date, which shall be the date on which the City delivers possession of the Rancho Potrero Equestrian Center to Ride On. This MOU shall terminate on July 31, 2020, unless extended or terminated by the mutual written agreement of the parties.

The terms of this MOU reflect the interim nature of the MOU. Both parties commit, in good faith, to enter negotiations to identify a mutually acceptable long-term relationship generally consistent with the services provided in Section 2.

Part 2. Section 5 of Contract and such section is hereby amended to read in its entirety:

5. **RATES:** Boarding Rates, Horse Rental Rates and other fees for use of the Center shall be established by Ride On subject to prior written approval of the City Project Manager.

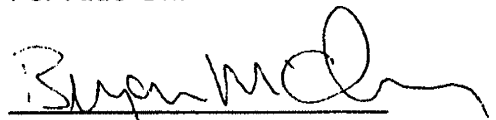
Part 3. Section 6 of Contract and such section is hereby amended to include the following additional language:

To the extent Capital Improvements are agreed to by the parties in writing in advance and performed by Ride On, City will reimburse Ride On for the cost of any such improvements.

Part 4. All terms used in Parts 1, 2 and 3 above shall have the meanings ascribed thereto in Contract. Except as amended in Parts 1, 2 and 3 above, all other sections, terms, obligations, duties, clauses, and provisions of Contract shall remain the same.

IN WITNESS WHEREOF, the parties execute this Third Amendment to Contract as of the date set forth above.


For Ride On:


Bryan McQueeney
Chief Executive Officer

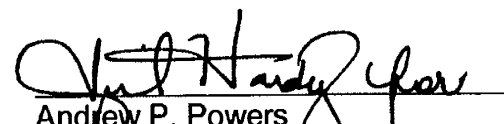
For the City:


Al Adam
Mayor


Approved as to Form:


Tracy Noonan
City Attorney

Approved as to Administration:


Andrew P. Powers
City Manager

Attest:


Cynthia M. Rodriguez
City Clerk

**FOURTH AMENDMENT TO
INTERIM MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF THOUSAND OAKS
AND RIDE ON LA
FOR THE OPERATION OF THE RANCHO POTRERO EQUESTRIAN CENTER**

Contract No. 11980-2019

THIS FOURTH AMENDMENT to the Interim Memorandum of Understanding entered into between the **CITY OF THOUSAND OAKS**, a municipal corporation, (hereafter "City") and **RIDE ON, LA**, a 501(c)(3) nonprofit corporation ("Ride On"), dated January 25, 2019 (herein "Contract") is made this 29th day of July, 2020.

RECITALS

- A. Ride On assumed temporary operation of the Rancho Potrero Equestrian Center ("Center") pursuant to this Contract on August 1, 2019.
- B. Ride On has successfully established operations at the Center, establishing rental agreements with boarders, establishing reasonable rules of operation, making the full facility available for users and establishing a limited rental string operation. Ride On has assured that all animals are properly fed and cared for. Ride On has been able to identify needed capital investments and appropriate operational expenses.
- C. Section 1 of the Contract, currently, and as may have been previously amended, provides that the Contract terminates at the end of July.
- D. City and Ride On desire to enter into a long-term agreement for Ride On to operate the facility. Ride On and City desire to extend the term of the current Contract to provide time to finalize an appropriate long-term agreement.
- E. Due to disruption in work because of the response to the Coronavirus pandemic, City and Ride On have not yet finalized an appropriate long-term agreement.
- F. The parties desire to extend this agreement through and until December 31, 2020 to provide additional time to finalize an appropriate long-term agreement.

- G. The City Council on July 7, 2020 delegated authority to the City Manager to execute an extension of this agreement.

AGREEMENT TO AMEND

NOW, THEREFORE, the undersigned parties to Contract agree to amend Contract as described below:

Part 1. Section 1 of Contract is hereby amended to read in its entirety:

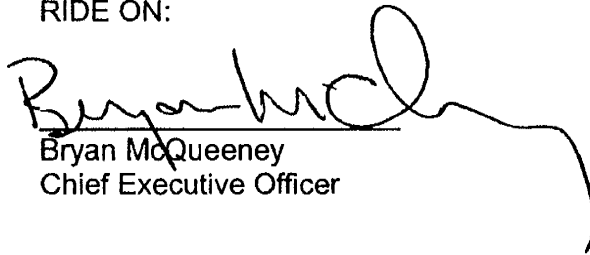
1. **TERM:** Services under this MOU shall commence on the Transition Date, which shall be the date on which the City delivers possession of the Rancho Potrero Equestrian Center to Ride On. This MOU shall terminate on December 31, 2020, unless extended or terminated by the mutual written agreement of the parties.

The terms of this MOU reflect the interim nature of the MOU. Both parties commit, in good faith, to enter negotiations to identify a mutually acceptable long-term relationship generally consistent with the services provided in Section 2.

Part 2. All terms used in Part 1 above shall have the meanings ascribed thereto in Contract. Except as amended in Parts 1 above, all other sections, terms, obligations, duties, clauses, and provisions of Contract shall remain the same.

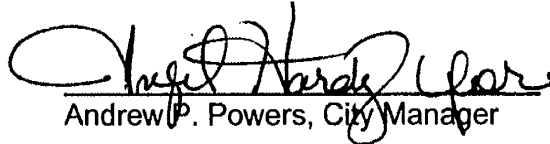
IN WITNESS WHEREOF, the parties execute this Fourth Amendment to Contract as of the date set forth above.

RIDE ON:



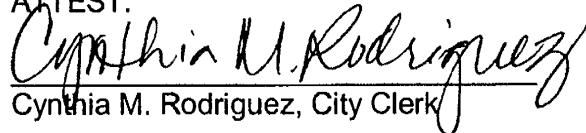
Bryan McQueeney
Chief Executive Officer

CITY OF THOUSAND OAKS:



Andrew P. Powers, City Manager

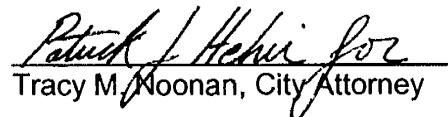
ATTEST:



Cynthia M. Rodriguez, City Clerk

APPROVED AS TO FORM:

Office of the City Attorney



Tracy M. Noonan, City Attorney

Project Name: Rancho Potrero
Equestrian Center Lease

**FIFTH AMENDMENT TO
INTERIM MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF THOUSAND OAKS
AND RIDE ON LA
FOR THE OPERATION OF THE RANCHO POTRERO EQUESTRIAN CENTER**

Contract No. 11980-2019

THIS FIFTH AMENDMENT to the Interim Memorandum of Understanding entered into between the **CITY OF THOUSAND OAKS**, a municipal corporation, (hereafter "City") and **RIDE ON, LA**, a 501(c)(3) nonprofit corporation ("Ride On"), dated January 25, 2019 (herein "Contract") is made this 15th day of December, 2020.

RECITALS

- A. Ride On assumed temporary operation of the Rancho Potrero Equestrian Center ("Center") pursuant to this Contract on August 1, 2019.
- B. Ride On has successfully established operations at the Center, establishing rental agreements with boarders, establishing reasonable rules of operation, making the full facility available for users and establishing a limited rental string operation. Ride On has assured that all animals are properly fed and cared for. Ride On has been able to identify needed capital investments and appropriate operational expenses.
- C. Section 1 of the Contract, currently, and as may have been previously amended, provides that the Contract terminates at the end of December, 2020.
- D. City and Ride On desire a long-term operational arrangement for the facility. Ride On and City desire to extend the term of the current Contract to provide time to finalize an appropriate long-term agreement.
- E. Due to disruption in work because of the response to the Coronavirus pandemic, City and Ride On have not yet finalized an appropriate long-term arrangement. With the assistance of a Council appointed Ad Hoc committee, an appropriate long-term operational arrangement for the facility has been identified and is being prepared for submission for consideration by the City Council.

- F. The parties desire to extend this agreement through and until March 31, 2021 to provide additional time to finalize an appropriate long-term arrangement.

AGREEMENT TO AMEND

NOW, THEREFORE, the undersigned parties to Contract agree to amend Contract as described below:

Part 1. Section 1 of Contract is hereby amended to read in its entirety:

1. **TERM:** Services under this MOU shall commence on the Transition Date, which shall be the date on which the City delivers possession of the Rancho Potrero Equestrian Center to Ride On. This MOU shall terminate on March 31, 2021, unless extended or terminated by the mutual written agreement of the parties.

The terms of this MOU reflect the interim nature of the MOU. Both parties commit, in good faith, to enter negotiations to identify a mutually acceptable long-term relationship generally consistent with the services provided in Section 2.

Part 2. Section 6 of the Contract is hereby amended to include the following language:

City Project Manager and Ride On may agree that reimbursement as provided herein, including for Capital Improvements and purchases, may be paid by City to Ride upon evidence of Ride On's contractual commitment to the purchase. Ride On agrees to segregate such funds until it has paid the expenses.

Part 3. All terms used in Part 1 above shall have the meanings ascribed thereto in Contract. Except as amended in Parts 1 above, all other sections, terms, obligations, duties, clauses, and provisions of Contract shall remain the same.

IN WITNESS WHEREOF, the parties execute this Fifth Amendment to Contract as of the date set forth above.

For Ride On:

For the City:

DocuSigned by:
Bryan McQueeney
42C54BC76B164B6...
Bryan McQueeney
Chief Executive Officer

DocuSigned by:
Claudia Bill-de la Peña
DF5DE74C0899425...
Claudia Bill-de la Peña, Mayor

Attest:

DocuSigned by:
Cynthia Rodriguez
7F1B1047E208490...
Cynthia Rodriguez
City Clerk

Approved as to Administration:

DocuSigned by:
Andrew P. Powers
3062472D3E6C49D...
Andrew P. Powers
City Manager

Approved as to Form:

DocuSigned by:
Tracy M. Noonan
5E26559C3105450...
Tracy M. Noonan
City Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/27/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cheval Insurance Services Lic. 0C94257 P. O. Box 2933 Fullerton, CA 92837 Cheval Insurance Services		714-447-9191		CONTACT NAME: Cheval Insurance Services		PHONE (A/C, No, Ext): 714-447-9191		FAX (A/C, No): 714-525-9191	
INSURED Ride On Ther. Horsemanship Attn: Bryan McQueeney 10860 Topanga Canyon Blvd., Chatsworth, CA 91311				INSURER(S) AFFORDING COVERAGE				NAIC #	
				INSURER A: Indemnity Ins. Co. of No. Amer					
				INSURER B:					
				INSURER C:					
				INSURER D:					
				INSURER E:					
				INSURER F:					

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		FO-227397	08/27/2020	08/27/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA-227401	08/27/2020	08/27/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		X	FX-235695	08/27/2020	08/27/2021	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	NONE			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
				NONE			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Thousand Oaks, COSCA, CRPD, their elected officials, agents, employees, consultants and contractors are additional insured but only as respects liability arising from the equestrian activities of the named insured and/or in accordance with the policy conditions.

CERTIFICATE HOLDER

CANCELLATION

<p>CITY100</p> <p>City of Thousand Oaks 2100 E. Thousand Oaks Bl. Thousand Oaks, CA 91360</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p>
	<p>AUTHORIZED REPRESENTATIVE</p> 

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

Order No.:

Escrow No.:

APN: 694-0-060305

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S):

DOCUMENTARY TRANSFER TAX IS: \$0

- Computed on the full value of the property conveyed, or
- Computed on full value less value of liens or encumbrances remaining at the time of sale,
- Realty not sold
- Unincorporated area City of _____, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Conejo Open Space Conservation Agency, a California joint powers agency

Hereby GRANT(S) to:
Conejo Recreation and Park District, a California special district

The following described real property in the city of Thousand Oaks, State of California:
As shown in Exhibit "A" attached hereto and made a part hereof, and commonly known as:
Rancho Potrero Equestrian Center, 4790 Lynn Road, Thousand Oaks, CA

Dated: _____

Signature of Grantor

Print Name

Dated: _____

Signature of Grantor

Print Name

Mail Tax Statements To: Same As Above

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, before me, _____, a Notary Public,
Date Name of Notary

personally appeared _____, who
Name of signor(s)

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Seal)

**EXHIBIT L
PROGRAM OF IMPROVEMENTS**

PRIORITY	NUMBER	ITEM	DESCRIPTION	ESTIMATED COST
PRIORITY #1	1.1	B&S Permits & Upgrades	Allowance	\$25,000
BEFORE JANUARY 2021	1.2	Electrical Repairs	Allowance	\$25,000
	1.3	Caretaker Living Quarters	14' x 52' Single-wide, 2+1. \$50,000 Installation \$10,000 - \$30,000 Demo and Remove Existing \$10,000	\$90,000
	1.4	Water Truck	2,500 gallon water truck for: •Earthquake water supply •Daily arena/road dust control •Fire	\$90,000
	1.5	Round Pens (3 TOTAL)	Rebuild existing round pen and build 2 new 60' diameter round pens	\$45,000
	1.6	Turnouts	Rebuild existing six turnouts	\$40,000
	1.7	Covered Parking Bays	Bays for 1.4 Water Truck and 5.1 Truck/Trailer	\$100,000
	1.8	Lease to own equipment		\$150,000
			SUBTOTAL	\$565,000
PRIORITY #2	2.1	Ranch Manager Apartment & Office	28' x 56 double-wide duplex. 784 sq. ft 2+1 living quarters and 784 sq. ft office with ADA bathroom and meeting space	\$200,000
BEFORE JANUARY 2022	2.2	Deferred Stall Maintenance	Rebuild existing footing in stalls - 75 total	\$35,000
			SUBTOTAL	\$235,000
PRIORITY #3	3.1	Rent String Office & Tack	16' x 48' Single wide, 2 x ADA bathrooms, office and tack storage \$50,000 Installation \$30,000 Demo and Remove Existing \$10,000	\$90,000
BEFORE JANUARY 2023	3.2	Rent String Tack/Shade Structures	36' x 48' Covered Cross tie area by FCP (\$50,000) Reinforce existing pasture shelters (\$20,000)	\$70,000
	3.3	Arena Lighting	Musco LED arena lighting – 6 poles west ring Convert existing 2 pole light to LED	\$160,000
	3.4	(2) Arena Reconstruction	Rebuild existing footing in two arenas with permanent railing	\$80,000
			SUBTOTAL	\$400,000
PRIORITY #4	4.1	(3) Arena Reconstruction	Rebuild Roping and Jumping Arenas •Remove existing footing •Regrade sub-base •Install new DG base •Install new sand footing •Install new permanent railing	\$150,000
BEFORE JANUARY 2024	4.2	Bioswale Protection 56 Stall Replacement Barns	4 x 14 horse stall mare motels. •56 x 24' x 24' horse stalls •3 x ADA bathrooms •4 x feed room •4 x tack •2 x washrack	\$840,000
	4.3	Wildfire Response 80 Horse Evacuation Stalls	Convert 40 existing boarding 24' x 24' stalls into 80 - 12' x 24' evacuation and show stalls. •Purchase 40 x 24' double gate panels and install (\$25,000) •Regrade/refresh base to slope away from bioswale (\$40,000) •Plumbing for 40 additional waterers and install (\$10,000)	\$75,000
			SUBTOTAL	\$1,065,000
			TOTAL RIDE ON AREA IMPROVEMENTS	\$2,265,000

EXHIBIT M

AGREEMENT BETWEEN THE CITY OF THOUSAND OAKS ("CITY") AND THE CONEJO RECREATION AND PARK DISTRICT ("CRPD") TO TERMINATE LEASE AGREEMENT 594 (GRANT R. BRIMHALL LIBRARY SITE)

This Termination Agreement is made and entered into by and between the City of Thousand Oaks, a municipal corporation ("CITY") and the Conejo Recreation and Park District ("CRPD"), a California special district, and shall be deemed effective as of _____, 2021 (the "Effective Date"). The parties hereto also may be referred to individually as "Party" or collectively as "Parties."

The Parties, and each of them, in the joint and mutual exercise of their powers, in consideration of the mutual covenants herein contained, and for other valuable consideration the receipt and sufficiency of which is hereby acknowledged, do hereby recite and agree as follows:

SECTION ONE – RECITALS

WHEREAS, CRPD is the owner of record of two parcels, collectively 8.12 acres, of real property commonly known as 1401 East Janss Road, Thousand Oaks, County of Ventura, State of California, APN 6770100365 (6.8 acres) and APN 6770100385, (hereinafter the "Library Site"). The legal description of the Library Site is attached hereto as Exhibit A; and

WHEREAS, on or about June 15, 1978, CRPD leased a portion of the Library Site property to CITY for the purpose of constructing and operating a library thereon (the "Library Lease Agreement"), which, on or about May 11, 2010, was amended to reflect an expansion of the Library facilities, expanded use of the Library Site property, and related maintenance responsibilities. Said amended lease agreement was recorded with the County of Ventura as Instrument No. 20100519-00074849; and

WHEREAS, CITY currently owns and operates the Grant R. Brimhall Library at the Library Site property under said Library Lease Agreement; and

WHEREAS, CRPD will be granting the fee interest to the Library Site to City, and the Parties therefore wish to terminate the Library Lease Agreement.

SECTION TWO – AGREEMENT

NOW THEREFORE, the Parties hereby agree as follows:

- 1) The Lease Agreement between CRPD and CITY is hereby terminated, and all rights and responsibilities of the Parties thereunder are ended, effective as of _____.
- 2) Miscellaneous.
 - a) Third Parties. Except as otherwise expressly provided for in this Agreement, no rights shall inure to any third party from the obligations, representations and agreements of the Parties made in this Agreement.
 - b) Interpretation of Agreement. This Agreement is to be construed fairly and not in favor of or against any Party, regardless of which Party or Parties drafted or participated in the drafting of its terms. Any rule of construction

that a document is to be construed against the drafting Party shall not be applicable to this Agreement. This portion of this Agreement, like all other portions, was subject to negotiation.

- c) Final Agreement. This Agreement (including without limitation the Exhibits hereto) contains the entire agreement and understanding concerning the subject matter among the Parties, and supersedes all prior and contemporaneous oral and written agreements and discussions. Each Party hereto acknowledges that no other Party or any agent or attorney of any of the Parties has made any promise, representation or warranty whatsoever, express or implied, not contained herein concerning the subject matter hereof to induce any Party to execute this Agreement in reliance upon any such promise, representation, or warranty not contained herein. This Agreement may not be modified or amended unless all of the Parties to this Agreement execute a written amendment thereto or modification thereof.
- d) Investigation. Each Party to this Agreement has read this Agreement and understands the contents hereof, and has made such investigation of the facts pertaining to this Agreement and of all the matters pertaining thereto as it deems necessary.
- e) Successors and Assigns. The provisions of this Agreement shall be deemed to obligate, extend to, and inure to the benefit of the legal predecessors, successors, assigns, transferees, grantees and heirs of each of Party to this Agreement, and to their respective agents, employees, attorneys, representatives, officers, and directors.
- f) No Waiver. Failure to insist on compliance with any term, covenant or condition contained in this Agreement shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power contained in this Agreement at any one time or more times be deemed a waiver or relinquishment of any right or power at any other time or times.
- g) Authority. Each of the undersigned in executing this Agreement represents and warrants that it has full authority and legal power to represent and execute this Agreement on behalf of itself and its Related Parties, and that such party's signature hereon shall be binding thereon.
- h) Severability. In the event that any provision of this Agreement shall be held to be void, voidable or unenforceable, the remaining portions thereof shall remain in full force and effect.
- i) Governing Law. This Agreement has been executed in the State of California. This Agreement and the rights and obligations of the Parties hereto under this Agreement shall be construed and enforced in

accordance with and governed by the internal laws of the State of California without regard for conflict of law provisions.

- j) Headings. The headings and the order in which the paragraphs appear in this Agreement have no significance whatsoever.
- k) Notices. Any notice, request, demand or other communication which is required or may be given under or in connection with this Agreement shall be in writing and shall be deemed to have been duly given if mailed by certified or registered mail, return receipt requested, by personal delivery by overnight delivery service (e.g. Federal Express), or by fax addressed as follows:

If to CRPD:

JIM FRIEDL
General Manager
Conejo Recreation and Park District
403 W. Hillcrest Drive
Thousand Oaks, CA 91360
Tel: (805) 495-6471
Email: jfriedl@crpd.org

If to CITY:

ANDREW POWERS
City Manager
City of Thousand Oaks
2100 Thousand Oaks Blvd.
Thousand Oaks, CA 91362
Tel: (805) 449-2121
Email: apowers@toaks.org

Notices, demands, consents, approvals, and other communications which are mailed by certified or registered mail shall be given when delivered; provided, however, that if any such notice or other communication shall also be sent by facsimile machine, such notice shall be deemed given at the time and on the date of machine transmittal if the sending party receives a written send verification on its machines and forwards a copy thereof with its mailed or courier delivered notice or communication.

- l) Time. Time is of the essence in the performance of this Agreement.
- m) Counterparts. This Agreement may be executed and delivered in two or more counterparts, each of which when so executed and delivered shall be the original, but such counterparts together shall constitute but one and

the same instrument. Electronic or facsimile signatures shall be deemed original signatures.

- n) Attorneys' Fees. If any Party brings an action against any other Party to enforce, interpret, or for breach of, this Agreement, the prevailing Party (as determined by the arbitrator or court adjudicating such action), shall be entitled to an award of all reasonable costs, fees and expenses of counsel from the non-prevailing Party whether or not such action results in a final judgment in favor such Party.

I HAVE READ THE FOREGOING AGREEMENT AND FULLY UNDERSTAND AND ACCEPT IT.

DATED: _____, 2021

CITY OF THOUSAND OAKS, a municipal corporation

By:

ANDREW J. POWER
City Manager

DATED: _____, 2021

CONEJO RECREATION AND PARK DISTRICT, a special district

By:

JIM FRIEDL
General Manager

Attest:

CYNTHIA M. RODRIGUEZ
City Clerk

Approved as to Form:

David W. Womack, Assistant City Attorney

EXHIBIT A

LEGAL DESCRIPTION OF THE LIBRARY SITE PROPERTY

The land referred to as "Library Site Property" and as referred to herein is situated in the City of Thousand Oaks, County of Ventura, State of California, and described as follows, together with all improvements, facilities or other property situated thereon:

Parcel 1:

Parcel A of Parcel Map No. LD-428, in the City of Thousand Oaks, County of Ventura, State of California, as per map recorded in Book 31, Page 99 of Parcel Maps, in the office of the County Recorder of said County.

Together with that portion of Parcel "C" of said Parcel Map No. LD 428, described as follows:

Beginning at the Southeasterly terminus of the Southwesterly boundary line of said Parcel "A", shown as having a bearing and distance of North 45° 00' 00" West 280.00 feet; thence Northwesterly along said line.

1st North 45° 00' 00" West 280.00 feet to the most Westerly corner of said Parcel "A"; thence leaving said Southwesterly boundary

2nd South 45° 00' 00" West 11.00 feet to a line that is parallel with and distant 11.00 feet Southwesterly from said Southwesterly boundary line of Parcel "A"; thence along said parallel line.

3rd South 45° 00' 00" East 370.00 feet; thence

4th South 00° 04' 08" West 159.57 feet to an angle point on said Parcel "C", said point begin Northwesterly corner of Parcel "B" of said Parcel Map No. LD 428 and also that angle point begin Westerly terminus of that course shown as having a bearing and distance of North 83° 04' 43" West 115.00 feet; thence Easterly, Northeasterly, Northwesterly and Westerly along boundary of said Parcel "C" following five courses.

5th South 83° 04' 43" East 115.00 feet to the beginning of curve concave Northwesterly having a radius of 57.00; thence along said curve

6th Easterly and Northeasterly through a central angle of 51° 55' 17" an arc length of 51.65 feet; thence

7th North 45° 00' 00" East 163.79 feet; thence

8th North 45° 00' 00" West 159.46 feet; thence

9th North 90° 00' 00" West 220.07 feet to the point of beginning.

EXHIBIT A

Except an undivided one-half interest in and to all oil, gas, petroleum and other mineral or hydrocarbon substances in and under that portion of said land lying below a depth of 500 feet perpendicular to each point on any surface of said land, without the right to enter or otherwise use the surface of said land or the subsurface thereof to a depth of 500 feet, but reserving the right to drill into and through that portion of the subsurface of said land lying below said depth of 500 feet for the purpose of exploring, prospecting, extracting and removing any and all of the above mentioned substances from a surface location on lands other than the land herein described, as reserved in the deed from Gene Lang Congdon and Jacquelyn Lang MacDonald, as Co-Executrices of the Will of Michael Bernard Lang, also known as Michael B. Lang, M. B. Lang and Mike Lang, deceased, recorded June 12, 1967 in Book 3154, Page 294 of Official Records, and as reserved in the deed from Jacquelyn Lang MacDonald and Gene Lang Congdon, recorded June 12, 1967 in Book 3154, Page 302 of Official Records.

Parcel 2:

A nonexclusive easement for ingress and egress and incidental purposes over Parcel B, in the City of Thousand Oaks, County of Ventura, State of California, as per parcel map filed in Book 31, Pages 99 through 101, inclusive, of Parcel Maps, in the office of the County Recorder of said County.

EXHIBIT B

AGREEMENT NO. 594

AGREEMENT BETWEEN THE CITY OF THOUSAND OAKS AND THE CONEJO RECREATION AND PARK DISTRICT FOR THE LEASE OF A FIVE-ACRE PARCEL OF LAND FOR THE CONSTRUCTION OF A LIBRARY FACILITY

THIS AGREEMENT is entered into this 15th day of June, 1978, by and between the City of Thousand Oaks, a municipal corporation, created and existing by virtue of the laws of the State of California, hereinafter called "CITY" and the Conejo Recreation and Park District, hereinafter called "DISTRICT".

WHEREAS, there is a need for enhanced library services in the Conejo Valley; and

WHEREAS, a variety of sites have been evaluated and it has been determined by CITY that the most desirable location is on the north side of Janss Road and the east side of the Conejo Creek Park property; and

WHEREAS, DISTRICT desires to make such land available to CITY for the construction of a library and appurtenant facilities; and

WHEREAS, there has been a long history of cooperative relationships between the two agencies involving, but not limited to, the purchase and development of park properties for the benefit of the entire community; and

WHEREAS, the library facility will enhance the leisure time capabilities of the entire populous of the Conejo Valley; and

WHEREAS, there are a variety of alternative methodologies for constructing and operating a library facility, including, but not limited to, continued operation under the County Library Services Agency, or CITY owning and operating the facility, or creation of a special district, or possible other methods; and

WHEREAS, CITY may determine that it may be in the best interest of the community to continue with the County Library Services Agency, CITY may desire to sublease the premises to either the County or to a joint powers agency; and

WHEREAS, DISTRICT may desire to construct, or cause to be constructed, recreation facilities as an adjunct to the library, thereby directly enhancing the capabilities of DISTRICT to deliver recreation services.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. PROPERTY LEASED

DISTRICT hereby leases to CITY and CITY hereby rents for the sum of one dollar (\$1.00) per year from DISTRICT the property, hereinafter called

7 E (3)
CONT #594

"Premises", located in the County of Ventura, State of California, described as follows:

Approximately five (5) acres of land in DISTRICT'S property located northerly of Janss Road and easterly of State Route 23. The premises is generally depicted on Exhibit A, attached hereto and incorporated herein by this reference. The premises will be particularly described and depicted on a replacement Exhibit A at such time as a parcel map is recorded, dividing said DISTRICT'S total property. Said replacement Exhibit A shall be effective upon execution thereof by the parties and attachment hereto. At and after such event, this Agreement shall be recorded.

2. TERM

The term of this Agreement shall be for a period of fifty (50) years commencing on the first day of the calendar month following the day the Agreement has been executed by both parties.

3. OPTION

CITY may, at its option, extend this Agreement for two additional twenty-four (24) year periods. Each period shall commence on the day following the termination of the preceding term and shall terminate twenty-four (24) years after the termination of the preceding term. The option for each period shall be exercised separately by CITY giving DISTRICT written notice at least six (6) months prior to the commencement of each option period. The extensions shall be on all the terms and conditions as are contained herein.

4. HOLDOVER

If CITY holds possession of the Premises after the expiration of the term of this Agreement, or any extension thereof, with consent of DISTRICT, either expressed or implied, CITY shall become a tenant from month to month. Such tenancy to be subject to all of the terms and conditions of this Agreement.

5. USE

It is contemplated by the parties to this Agreement that the County of Ventura, hereinafter called "COUNTY", may, on behalf of CITY, place and operate on the Premises a public library and appurtenant facilities, although nothing in this Agreement shall be construed to impose any obligation upon COUNTY to do so.

6. CONSIDERATION

In full consideration for use of Premises over the term of this Agreement and any extensions thereof, CITY will cause to be developed and maintained a public library on Premises. DISTRICT has determined that: (1) a library facility will be compatible with the proposed uses of DISTRICT'S adjoining property and will enhance the adjoining property, (2) the library services to be furnished will beneficially supplement services furnished by DISTRICT.

In the event construction of a library facility is not commenced prior to July 1, 1981, DISTRICT reserves the right to terminate this Agreement. If reasonable progress toward completion of such public library facility is not at all times thereafter maintained, or operation of a public library facility on the Premises is discontinued at any time after instituting such operation, DISTRICT may, at its option, terminate this Agreement upon thirty (30) days' written notice to CITY; provided, however, that this Agreement shall not so terminate if construction or operation of said public library facility is resumed, as specified in the Notice from DISTRICT, prior to the expiration of any such thirty-day notice period.

7. IMPROVEMENTS BY CITY

Subject to a review process that is mutually agreeable to CITY and DISTRICT, CITY may make such excavation of and do such grading of the Premises, and may place such improvements on the Premises, as CITY may from time-to-time deem desirable; provided, however, that no such excavation, grading or improvements shall be done, made or placed without the prior written approval by DISTRICT of both the exterior design and location thereof. Once improvements have been placed pursuant to the provisions of this Agreement, CITY may, at CITY'S option and expense, thereafter make minor modifications of such improvements without the prior approval of DISTRICT. For the purposes of this Agreement, any modification which entails a change in the location of, amount of land covered by, basic exterior dimensions of, or basic exterior appearance of an improvement is not a "minor modification" and shall be subject to the prior approval of DISTRICT in the same manner as the original placing of such improvement. All costs of installation of utilities to the library Premises and on-site improvements in connection with construction of the public library facility shall be borne by CITY.

8. OWNERSHIP AND REMOVAL OF IMPROVEMENTS

All improvements placed on the Premises by CITY during the term of this Agreement or any extension thereof shall be considered personal property of CITY and CITY may, at its option, remove any or all of such improvements at any time during the term of this Agreement or any extension thereof. If CITY removes any of such improvements, CITY shall restore the portion of the Premises affected by such removal as nearly as is practicable to its condition as of the date of occupancy by CITY. Any such improvements which remain on the Premises upon the expiration of this Agreement shall become the property of DISTRICT; provided, however, that if this Agreement should be terminated for any reason prior to the expiration of the term of this Agreement or any extension thereof, CITY shall be allowed a reasonable period of time after such termination in which to remove such improvements.

9. LIENS

City shall keep the Premises free from any liens arising out of any work performed on the Premises for material furnished to the Premises or for obligations incurred by CITY.

10. REPAIRS AND MAINTENANCE

CITY shall maintain the Premises in good order and condition and shall make all repairs and replacements necessary to that end.

11. ENTRY BY DISTRICT

DISTRICT may enter upon the Premises and any improvements placed thereon at all reasonable times to examine the condition thereof and for the purpose of providing such maintenance as DISTRICT desires to make, provided that such right shall not be exercised in such a manner as to unreasonably interfere with any business conducted by CITY on the Premises. DISTRICT shall restore at its expense any improvements affected by DISTRICT'S exercise of its rights granted hereunder.

12. ASSIGNMENT AND SUBLETTING

CITY shall have the right to assign this Agreement and/or to sublet the Premises to COUNTY or to an entity formed by CITY and COUNTY, or CITY and others, for the purpose of financing the library facilities. Any other assignment or subletting shall be with the written consent of DISTRICT. DISTRICT shall not arbitrarily withhold such consent but shall give such consent in every instance wherein DISTRICT'S interest will not be affected to its detriment.

13. DEFAULT OR BREACH

Except as otherwise provided, at any time one party to this Agreement is in default or breach in the performance of any of the terms and conditions of this Agreement, the other party shall give written notice to remedy such default or breach. If said default or breach is remedied within thirty (30) days following such notice, then this Agreement shall continue in full force and effect. If such default or breach is not remedied within thirty (30) days following such notice, the other party may, at its option, terminate this Agreement. Such termination shall not be considered a waiver of damages or other remedies available to either party because of such default or breach.

14. WAIVER

A waiver by either party of any default or breach by the other party in the performance of any of the covenants, terms or conditions of this Agreement shall not constitute or be deemed a waiver of any subsequent or other default or breach.

15. PARTIES BOUND AND BENEFITTED

The covenants, terms and conditions herein contained shall apply to and bind the heirs, successors, executors, administrators, and assigns of all of the parties hereto; and all of the parties hereto shall be jointly and severally liable hereunder.

16. HOLD HARMLESS

CITY shall indemnify and defend DISTRICT against, and hold DISTRICT harmless from, any loss or damage arising out of or relating to any death, bodily injury, or property damage resulting from, or in connection with, the maintenance, use or occupation of the Premises by CITY, CITY'S agents, invitees, employees, contractors or patrons.

17. CONDEMNATION

If the whole of the Premises should be taken by a public authority under the power of eminent domain, then the term of this Agreement shall cease on the day of possession by said public authority. If a part only of the Premises should be taken under eminent domain, CITY shall have the right to either terminate this Agreement or to continue in possession of the remainder of the Premises. If CITY remains in possession, all of the terms hereof shall continue in effect. If such taking under the power of eminent domain occurs, those payments attributable to the improvements of CITY shall belong to CITY, and those payments attributable to the real property of DISTRICT shall belong to DISTRICT.

18. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties hereto and no obligation other than those set forth herein will be recognized.

19. AGREEMENT MODIFICATION

This Agreement may be terminated, extended, or amended in writing by the mutual consent of the parties hereto.

20. PARTIAL INVALIDITY

If any term, covenant, condition or provision of this Agreement is found by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereto shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

21. ARTICLE HEADINGS

Article headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants and conditions of this Agreement.

22. RECORDATION

The signatures of the parties to this Agreement shall be acknowledged, and the Agreement shall be recorded in the Office of the Ventura County Recorder.

23. NOTICES AND PAYMENTS

All notices required under this Agreement including change of address shall be in writing. All notices shall be made as follows:

A. All notices to DISTRICT shall be given or mailed to:

Conejo Recreation and Park District
401 West Hillcrest Drive Suite B
Thousand Oaks, California 91360

B. All notices to CITY shall be given or mailed to:

City of Thousand Oaks
P.O. Box 1496
Thousand Oaks, California 91360

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF THOUSAND OAKS

By Frances K. Prince
Frances K. Prince, Mayor

ATTEST:

Velma S. Quinn
Velma S. Quinn, City Clerk

CONEJO RECREATION AND PARK DISTRICT

By Doris Granholm
Doris Granholm, Chairman

APPROVED AS TO ADMINISTRATION:

Grant R. Brimhall
Grant R. Brimhall, City Manager
City of Thousand Oaks

Orland (Tex) Ward
Orland (Tex) Ward, General Manager
and Secretary to the Board of Directors

APPROVED AS TO FORM:

James Longtin
James Longtin, City Attorney
City of Thousand Oaks


C.B. Henrichsen
C.B. Henrichsen, Attorney
Conejo Recreation and Park District
Approved by the City Council 6-13-78

RECORDING REQUESTED BY:

CITY OF THOUSAND OAKS

WHEN RECORDED RETURN TO:

City Clerk
City of Thousand Oaks
2100 Thousand oaks Boulevard
Thousand Oaks, CA 91362


20100519-00074849-0 1/17
Ventura County Clerk and Recorder
James B. Becker, Assistant
05/19/2010 09 02 04 AM
416703 \$ 00 AR

First Amendment to Agreement Between City
of Thousand Oaks And Conejo Recreation and
Park District For the Lease of Five Acre Parcel
of Land For Construction of Library (Lease
Agreement No. 594)

1981-22452

This First Amendment to Agreement Between City of Thousand Oaks (CITY) and Conejo Recreation and Park District (DISTRICT) For the Lease of Five Acre Parcel of Land For Construction of Library (Lease Agreement No. 594) is made this 11th day of May, 2010.

RECITALS


Whereas, in 1978, CITY and DISTRICT entered into Lease Agreement No. 594 for lease of approximately 5 acres of DISTRICT land to CITY to construct and operate a public library.

Whereas, pursuant to Lease Agreement No. 594, CITY did construct an approximately 75,000 square foot library facility (Main Library) opening in 1982, which CITY owns and operates.

Whereas, due to damage to Main Library from the 1994 Northridge earthquake, Main Library underwent a major seismic retrofit.

Whereas, in June 1988, pursuant to Section 7 of Lease Agreement No. 594, the DISTRICT consented to addition to Main Library square footage for an expanded to children's section.

Whereas, in June 2003, DISTRICT approved increasing Main Library footprint by approximately 1.5 acres to accommodate a 20,000 square foot Children's Services section.

"No Fee Required"
(Govt. Code Sec 6103 & 27383)
Recorded for the Benefit
of City of Thousand Oaks

Authorized Representative

Contract No. 594-2010A

Whereas, CITY did construct Children's Services addition, which is integrated into Main Library, which opened in June 2006 (collectively referred to as Library).

Whereas, Lease Agreement No. 594 between the parties was not amended by the parties to reflect this larger facility footprint and expanded lease area.

Whereas, the parties are now desirous to amend Lease Agreement No. 594 to reflect the expanded lease area, additional maintenance requirements imposed because of the expansion and other updating of Agreement No. 594.

Now therefore CITY and DISTRICT agree that Lease Agreement No. 594 be, and hereby is, amended as follows:

Section 1: 1. PROPERTY LEASED

DISTRICT hereby leases to CITY and CITY hereby rents for the sum of one dollar (\$1.00) per year from DISTRICT the property, hereinafter called "Premises", located in the County of Ventura, State of California, described as follows:

Approximately six and a half (6.5) acres of land in DISTRICT'S Property located northerly of Janss Road and easterly of State Route 23. The premises as described in Exhibit A, attached hereto and incorporated herein by this reference and generally depicted in Exhibit B.

Section 2: 6. CONSIDERATION

A. In full consideration for use of Premises over the term of this Agreement and any extensions thereof, CITY will cause to be developed and maintained a public library on Premises. DISTRICT has determined that: (1) a library facility will be compatible with the proposed uses of DISTRICT'S adjoining property and will enhance the adjoining property; (2) the library services to be furnished will beneficially supplement services furnished by DISTRICT.

B. Should CITY cease operating a public library facility on the Premises any time during the term of this Agreement, then the Premises may only be used for such uses as mutually agreed to by CITY and DISTRICT.

Section 3: 10. REPAIRS AND MAINTENANCE

A. CITY shall maintain the Premises in good order and condition and shall make all repairs and replacements necessary to that end.

B. CITY further agrees that it is responsible to maintain the stormwater system including all obligations as set forth in Covenant and Deed Restriction executed by DISTRICT on May 23, 2006, attached hereto as Exhibit C and incorporated herein by

this reference. This deed restriction was recorded against CRPD's property as a condition of approval of the Children's Services expansion to the Main Library.

Section 4: 12. ASSIGNMENT AND SUBLETTING

CITY shall have the right to assign this Agreement and/or to sublet the Premises to COUNTY or to an entity formed by CITY and COUNTY, or CITY and others, for the purposes of financing and refinancing the library facilities. DISTRICT acknowledges that CITY and Redevelopment Agency of the City of Thousand Oaks entered into a joint powers agreement and created the Thousand Oaks Public Financing Authority (Authority). DISTRICT acknowledges and consents to CITY subleasing the Library and Premises to Authority, which in turn leases back the same to CITY to facilitate financing and refinancing of public improvements to the Premises. Any other assignment or subletting shall be with the written consent of DISTRICT. DISTRICT shall not arbitrarily withhold such consent but shall give such consent in every instance wherein DISTRICT'S interest will not be affected to its detriment.

Section 5: 23. NOTICES AND PAYMENTS

All notices required under this Agreement including change of address shall be in writing. All notice shall be made as follows:

- A. All notices to DISTRICT shall be given or mailed to:

Conejo Recreation and Park DISTRICT
403 West Hillcrest Drive
Thousand Oaks, California 91360

- B. All notices to CITY shall be given or mailed to:


CITY of Thousand Oaks
Attention: Finance Director
2100 Thousand Oaks Blvd
Thousand Oaks, California 91362

[Remainder of page intentionally left blank.]

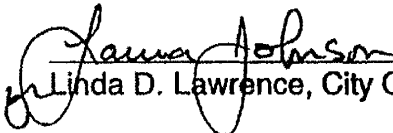
Section 6: Except as otherwise specifically provided herein, all other provisions of the Agreement No. 594 shall remain in full force and effect.

In witness whereof, this First Amendment to Agreement No. 594 has been executed by the parties effective on the date and year first written above.

CITY OF THOUSAND OAKS

By 
Dennis C. Gillette, Mayor

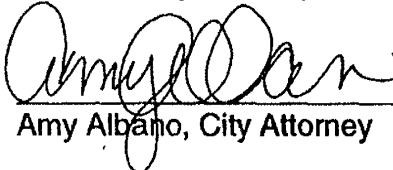
ATTEST :


Linda D. Lawrence, City Clerk

APPROVED AS TO ADMINISTRATION:


Scott Mitnick, City Manager

APPROVED AS TO FORM:
Office of City Attorney


Amy Albano, City Attorney

CONEJO RECREATION AND PARK DISTRICT

By: 
Jim Friedl, General Manager

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Ventura }

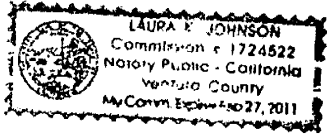
On May 11, 2010 before me, Laura K Johnson, Deputy Clerk/Notary
Date Here Insert Name and Title of the Officer

personally appeared Dennis C. Gillette, Mayor
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Laura K Johnson
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: 1st Amendment to Agreement between City T.O.'s CRPD.

Document Date: May 11, 2010 Number of Pages: _____

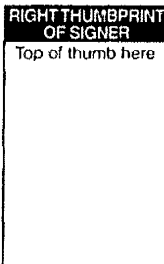
Signer(s) Other Than Named Above: N/A

Lease Agreement

Capacity(ies) Claimed by Signer(s)

Signer's Name: Dennis C. Gillette

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: Mayor



Signer Is Representing: City of Thousand Oaks

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Ventura

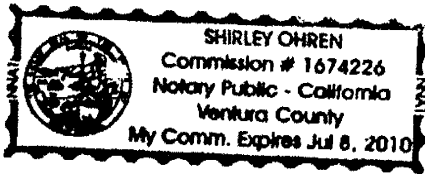
On 5/2/10 before me, Shirley Ohren
Date Here Insert Name and Title of the Officer

personally appeared Jim Friedl
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Shirley Ohren
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

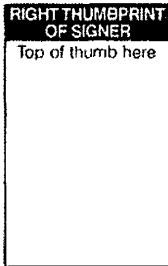
Description of Attached Document First Amendment to Agreement Between City of Thousand Oaks Lease Agreement 16594

Title or Type of Document: _____ Number of Pages: _____

Document Date: _____ Signer(s) Other Than Named Above _____

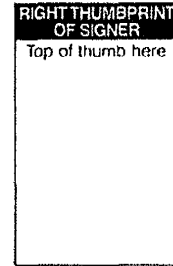
Capacity(ies) Claimed by Signer(s)

- Signer's Name: _____
- Individual
 - Corporate Officer — Title(s) _____
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____



Signer Is Representing: Coyote Recreation & Park District

- Signer's Name: _____
- Individual
 - Corporate Officer — Title(s) _____
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____



Signer Is Representing: _____

EXHIBIT "A"

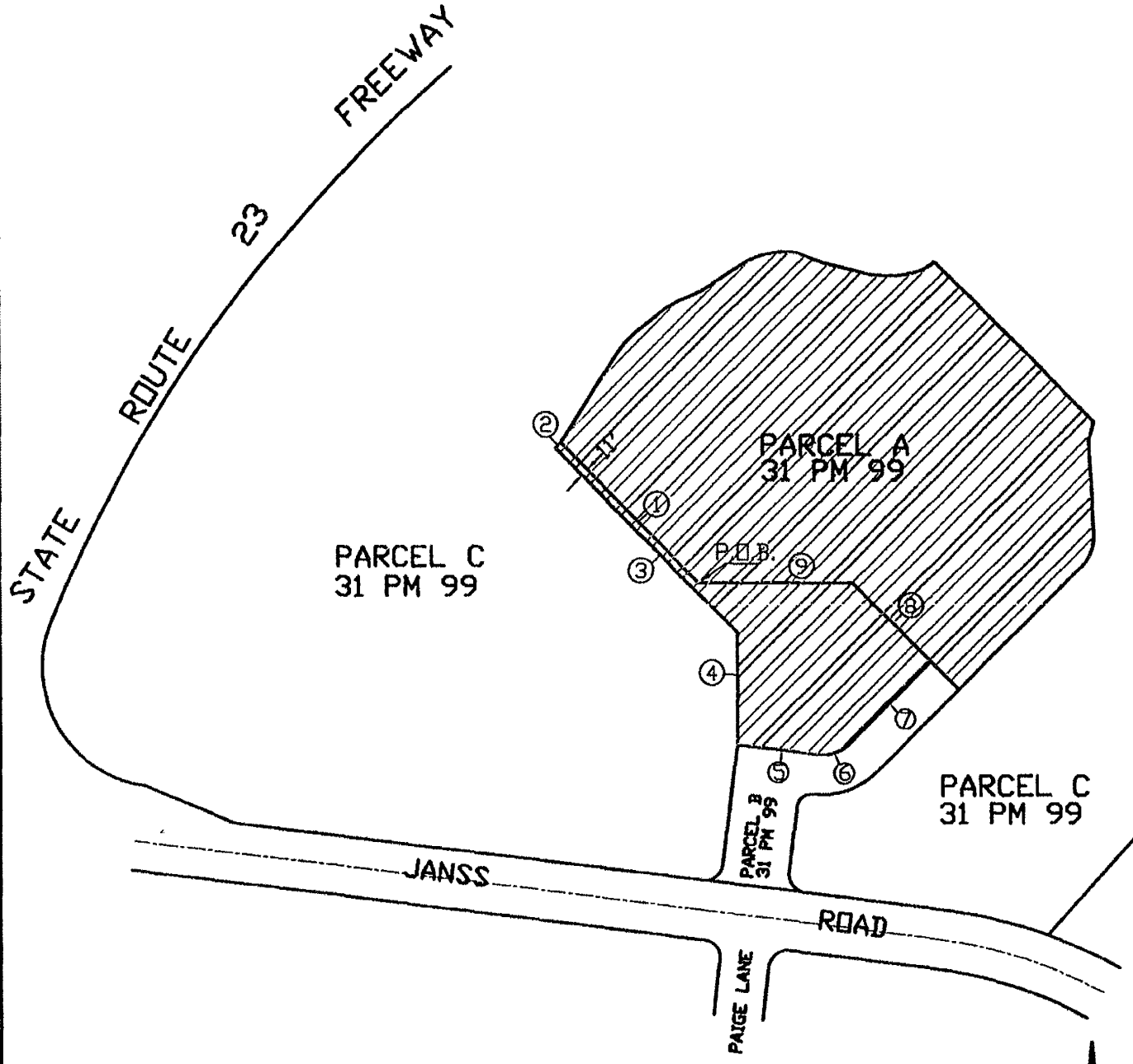
Parcel "A" of Parcel Map No. LD 428, in the City of Thousand Oaks, County of Ventura, State of California, as per map recorded in Book 31, Page 99, of Parcel Maps, in the Office of the County Recorder of said County.

TOGETHER WITH that portion of Parcel "C" of said Parcel Map No. LD 428, described as follows:

BEGINNING at the southeasterly terminus of the southwesterly boundary line of said Parcel "A", shown as having a bearing and distance of North 45°00'00" West 280.00 feet; thence northwesterly along said line

- 1st North 45°00'00" West 280.00 feet to the most westerly corner of said Parcel "A"; thence leaving said southwesterly boundary
- 2nd South 45°00'00" West 11.00 feet to a line that is parallel with and distant 11.00 feet southwesterly from said southwesterly boundary line of said Parcel "A"; thence along said parallel line
- 3rd South 45°00'00" East 370.00 feet; thence
- 4th South 00°04'08" West 159.57 feet to an angle point on said Parcel "C", said point being northwesterly corner of Parcel "B" of said Parcel Map No. LD 428 and also that angle point being westerly terminus of that course shown as having a bearing and distance of North 83°04'43" West 115.00 feet; thence easterly, northeasterly, northwesterly and westerly along boundary of said Parcel "C" following five courses
- 5th South 83°04'43" East 115.00 feet to the beginning of a curve concave northwesterly having a radius of 57.00 feet; thence along said curve
- 6th Easterly and northeasterly through a central angle of 51°55'17" an arc length of 51.65 feet; thence
- 7th North 45°00'00" East 163.79 feet; thence
- 8th North 45°00'00" West 159.46 feet; thence
- 9th North 90°00'00" West 220.07 feet to the **POINT OF BEGINNING**

EXHIBIT B



①	N 45°00'00" W	280.00'
②	S 45°00'00" W	11.00'
③	S 45°00'00" E	370.00'
④	S 00°04'08" W	159.57'
⑤	S 83°04'43" E	115.00'
⑥	$\Delta=51^{\circ}55'17"$ R=57.00' L=51.65'	
⑦	N 45°00'00" E	163.79'
⑧	N 45°00'00" W	159.46'
⑨	N 90°00'00" W	220.07'

LEGEND

Area as described in Exhibit 'A'

P.O.B. Point of Beginning



N.T.S.

EXHIBIT C

DO NOT PLACE RECORDING DATA ABOVE THIS LINE

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Linda D. Lawrence, Interim City Clerk
City of Thousand Oaks
2100 Thousand Oaks Boulevard
Thousand Oaks, CA 91362

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

COVENANT AND DEED RESTRICTION

This Covenant and Deed Restriction is made and executed on this 23RD day of MAY, 2006, by Conejo Recreation and Park District.

The undersigned hereby certifies that it is the owner of fee title to the real property located at 1401 E. Janss Road, Thousand Oaks, County of Ventura, State of California, and more particularly described in Exhibit "A", which is attached hereto and incorporated herein as set forth in full.

For valuable consideration, in compliance with the conditions of approval for City of Thousand Oaks, the undersigned hereby covenants, acknowledges and agrees that it will:

1. Assume responsibility for proper maintenance of stormwater quality Best Management Practices as described in Exhibit "B", which is attached hereto and incorporated herein as though set forth in full.
2. Perform maintenance and inspection of Best Management Practices per the schedule specified within the Maintenance Plan (Exhibit "B"), not less than once annually.
3. Retain written proof that the inspection and maintenance were performed by the owner, with said proof being retained for a period of not less than five (5) calendar years.

The purpose of this Deed Restriction is to provide notice and disclosure to subsequent purchasers or transferees of limitations associated with the real property.

This covenant shall run with the land and shall be binding upon ourselves, our tenants and any future owners and tenants, their successors, heirs or assigns and shall continue in effect unless otherwise released by the authority of the City of Thousand Oaks in writing. Any lease of said specified parcels shall be subject to this restriction, which is made for the general benefit of the entire community. The covenant shall be enforceable by remedy of injunctive relief in addition to any other remedy in law or equity.

This covenant and the provisions hereof are irrevocable and nonmodifiable except by the express written consent of the City of Thousand Oaks, a municipal corporation. The City of Thousand Oaks shall have the right, but not the responsibility, to enforce each and every provision hereof.

In the event that the owners, their heirs, assigns or successors in interest shall fail to abide by any of the covenants hereunder, they hereby agree to pay all costs and expenses incurred by the City in securing performance of such obligation, including reasonable attorney's fees and costs.

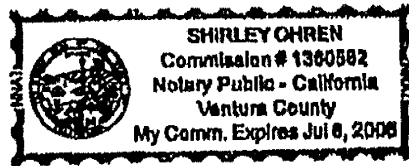
Dated: 5/23/06

By: [Signature]
Owner

Conejo Recreation and Park District
Company

STATE OF CALIFORNIA)
COUNTY OF Ventura) ss.

On May 23 2006, before me, Shirley Ohren a Notary Public in and for said County and State, personally appeared Tex Ward his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal

Signature [Signature]
Shirley Ohren
(Name typed or printed)

(This area for official notarial seal)

EXHIBIT A

**PARCELS "A" & "C" IN THE CITY OF THOUSAND OAKS, COUNTY OF VENTURA,
STATE OF CALIFORNIA, AS SHOWN ON PARCEL MAP NO. LD-428 FILED IN BOOK
31, PAGE 99 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF
SAID COUNTY.**

EXHIBIT B

A grass swale filter per Ventura County Technical Guidance Manual for Storm Water Quality Control Measures, control measure T-2 will be utilized as A best management practice for this project.

The Filter is located in the northwesterly portion of the site westerly of the existing library and northerly of the proposed addition. (See attached site diagram)

Maintenance Activities

At a minimum the following activities must occur to properly maintain a grass swale filter (GSWF).

- Mow regularly to maintain vegetation height between 4 and approximately 6 inches, and to promote thick, dense vegetative growth. Clippings are to be removed immediately after mowing.
- Regularly maintain the GSWF to remove all litter, branches, rocks, or other debris. Damaged areas of the filter strip should be repaired immediately by reseeding and applying mulch.
- Remove all accumulated sediment that may obstruct flow through the GSWF. Replace the grass areas damaged in the process.
- Irrigate GSWF during dry season (April through October) when necessary to maintain the vegetation.
- After installing, inspect GSWF after seeding and after major storms. Repair all damage immediately.
- Once the GSWF is established, inspect at least three time per year. Repair all damage immediately.

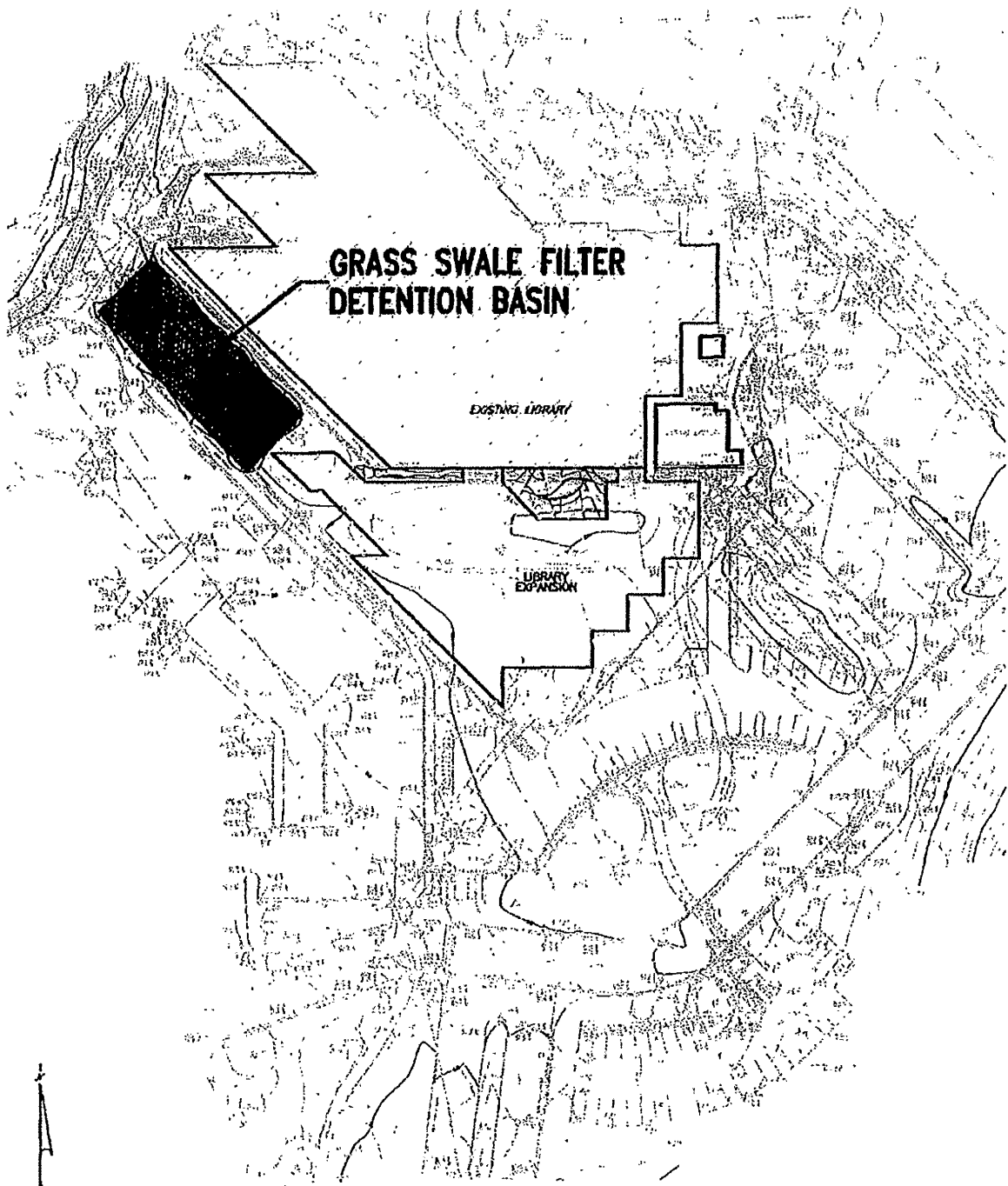
EXHIBIT B CONTINUED

Vector Control

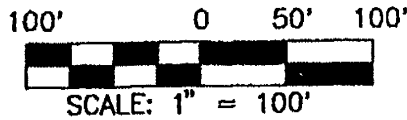
- Vector control issues are not anticipated to be a concern for this project.
- The storm water detention draw down time of this facility is far less than the 7 to 10 days required for mosquito incubation. In addition to this a sub drain has been placed below the grass swale filter to further de-water the bottom of the facility.
- Maintenance as described above and as indicated on the Inspection and Maintenance log will prevent standing water from occurring within the system.
- However if standing water is observed and does not appear to be draining from facility within a reasonable time it is to be brought to the attention of the owner or maintenance personnel for immediate attention.

DATE: 03/29/06

SITE DIAGRAM



SITE ADDRESS:
1401 EAST JANSS ROAD
THOUSAND OAKS, CA



PREPARED BY
PEAK
SURVEYS INC.

CIVIL ENGINEERING & LAND SURVEYING
2488 TOWNSCAPE RD Suite D
WESTLAKE VILLAGE CA 91361
(805) 497-0102 Fax: (805) 495-7014
www.peakinc.com

Certification

The project architect, or engineer of record, or authorized qualified designee must sign the following statement (as required in Order 00-108, Part 4(D)(4), Ventura County Municipal Stormwater Permit):

As the architect/engineer of record, I have selected appropriate BMPs to effectively minimize the negative impacts of this project's construction activities on stormwater quality. The project owner and contractor are aware that the selected BMPs must be installed, monitored, and maintained to ensure their effectiveness. The BMPs not selected for implementation are redundant or deemed not applicable to the proposed construction activity."

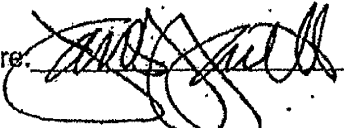
Name: _____ Title: _____

Signature: _____ Date: _____

The landowner* must sign the following statement (as required in Order 00-108, Part 4(D)(4), Ventura County Municipal Stormwater Permit):

I certify that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering the information, to the best of my knowledge and belief, the information submitted is true, accurate and complete. I am aware that submitting false and/or inaccurate information, failing to update the SWPCP to reflect current conditions, or failing to properly and/or adequately implement the SWPCP may result in revocation of grading and/or other permits or other sanctions provided by law.

Name: JAMES T. FRIEDL Title: ASST. GENERAL MGR.

Signature:  Date: 11.15.04

* The SWPCP certification shall be signed by the landowner as follows:

- (1) For a corporation: by a responsible corporate officer which means (a) a president, secretary, treasurer, or vice president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation, or (b) the manager of the construction activity if the authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures;
- (2) For a partnership or sole proprietorship: by a general partner or the proprietor; or
- (3) For a municipality or other public agency: by an elected official, a ranking management official (e.g., County Administrative Officer, City Manager, Director of Public Works, City Engineer, District Manager), or the manager of the construction activity if authority to sign SWPCPs has been assigned or delegated to the manager in accordance with established agency policy. **PROJECT MANAGED BY TENANT, CITY OF T.O.**

STORM WATER POLLUTION PREVENTION PLAN
WDID #.

Children's Library Expansion, Thousand Oak Library
1401 East Janss Road
Thousand Oaks, Ca 91362

OWNER/DEVELOPER

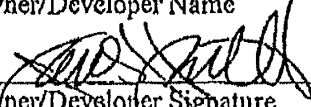
APPROVAL AND CERTIFICATION OF THE
STORM WATER POLLUTION PREVENTION PLAN

(state required)

"I certify under a penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to ensure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering the information, to the best of my knowledge and belief, the information submitted is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

JAMES T. FRIEDL
Owner/Developer Name

805.381.1239
Telephone Number


Owner/Developer Signature

11.15.04
Date

ASST. GEN'L MGR.
FOR PPTY OWNER, CRPD
PROJECT MANAGED
BY TENANT, CITY OF T.O.

ATTACHMENT 2

**AGREEMENT BETWEEN THE CITY OF THOUSAND OAKS (“CITY”) AND THE
CONEJO RECREATION AND PARK DISTRICT (“CRPD”) TO TERMINATE LEASE
AGREEMENT 594 (GRANT R. BRIMHALL LIBRARY SITE)**

This Termination Agreement is made and entered into by and between the City of Thousand Oaks, a municipal corporation (“CITY”) and the Conejo Recreation and Park District (“CRPD”), a California special district, and shall be deemed effective as of _____, 2021 (the “Effective Date”). The parties hereto also may be referred to individually as “Party” or collectively as “Parties.”

The Parties, and each of them, in the joint and mutual exercise of their powers, in consideration of the mutual covenants herein contained, and for other valuable consideration the receipt and sufficiency of which is hereby acknowledged, do hereby recite and agree as follows:

SECTION ONE – RECITALS

WHEREAS, CRPD is the owner of record of two parcels, collectively 8.12 acres, of real property commonly known as 1401 East Janss Road, Thousand Oaks, County of Ventura, State of California, APN 6770100365 (6.8 acres) and APN 6770100385, (hereinafter the “Library Site”). The legal description of the Library Site is attached hereto as Exhibit A; and

WHEREAS, on or about June 15, 1978, CRPD leased a portion of the Library Site property to CITY for the purpose of constructing and operating a library thereon (the “Library Lease Agreement”), which, on or about May 11, 2010, was amended to reflect an expansion of the Library facilities, expanded use of the Library Site property, and related maintenance responsibilities. Said amended lease agreement was recorded with the County of Ventura as Instrument No. 20100519-00074849; and

WHEREAS, CITY currently owns and operates the Grant R. Brimhall Library at the Library Site property under said Library Lease Agreement; and

WHEREAS, CRPD will be granting the fee interest to the Library Site to City, and the Parties therefore wish to terminate the Library Lease Agreement.

SECTION TWO – AGREEMENT

NOW THEREFORE, the Parties hereby agree as follows:

- 1) The Lease Agreement between CRPD and CITY is hereby terminated, and all rights and responsibilities of the Parties thereunder are ended, effective as of _____.
- 2) Miscellaneous.
 - a) Third Parties. Except as otherwise expressly provided for in this Agreement, no rights shall inure to any third party from the obligations, representations and agreements of the Parties made in this Agreement.
 - b) Interpretation of Agreement. This Agreement is to be construed fairly and not in favor of or against any Party, regardless of which Party or Parties drafted or participated in the drafting of its terms. Any rule of construction

that a document is to be construed against the drafting Party shall not be applicable to this Agreement. This portion of this Agreement, like all other portions, was subject to negotiation.

- c) Final Agreement. This Agreement (including without limitation the Exhibits hereto) contains the entire agreement and understanding concerning the subject matter among the Parties, and supersedes all prior and contemporaneous oral and written agreements and discussions. Each Party hereto acknowledges that no other Party or any agent or attorney of any of the Parties has made any promise, representation or warranty whatsoever, express or implied, not contained herein concerning the subject matter hereof to induce any Party to execute this Agreement in reliance upon any such promise, representation, or warranty not contained herein. This Agreement may not be modified or amended unless all of the Parties to this Agreement execute a written amendment thereto or modification thereof.
- d) Investigation. Each Party to this Agreement has read this Agreement and understands the contents hereof, and has made such investigation of the facts pertaining to this Agreement and of all the matters pertaining thereto as it deems necessary.
- e) Successors and Assigns. The provisions of this Agreement shall be deemed to obligate, extend to, and inure to the benefit of the legal predecessors, successors, assigns, transferees, grantees and heirs of each of Party to this Agreement, and to their respective agents, employees, attorneys, representatives, officers, and directors.
- f) No Waiver. Failure to insist on compliance with any term, covenant or condition contained in this Agreement shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power contained in this Agreement at any one time or more times be deemed a waiver or relinquishment of any right or power at any other time or times.
- g) Authority. Each of the undersigned in executing this Agreement represents and warrants that it has full authority and legal power to represent and execute this Agreement on behalf of itself and its Related Parties, and that such party's signature hereon shall be binding thereon.
- h) Severability. In the event that any provision of this Agreement shall be held to be void, voidable or unenforceable, the remaining portions thereof shall remain in full force and effect.
- i) Governing Law. This Agreement has been executed in the State of California. This Agreement and the rights and obligations of the Parties hereto under this Agreement shall be construed and enforced in

accordance with and governed by the internal laws of the State of California without regard for conflict of law provisions.

- j) Headings. The headings and the order in which the paragraphs appear in this Agreement have no significance whatsoever.
- k) Notices. Any notice, request, demand or other communication which is required or may be given under or in connection with this Agreement shall be in writing and shall be deemed to have been duly given if mailed by certified or registered mail, return receipt requested, by personal delivery by overnight delivery service (e.g. Federal Express), or by fax addressed as follows:

If to CRPD:

JIM FRIEDL
General Manager
Conejo Recreation and Park District
403 W. Hillcrest Drive
Thousand Oaks, CA 91360
Tel: (805) 495-6471
Email: jfriedl@crpd.org

If to CITY:

ANDREW P. POWERS
City Manager
City of Thousand Oaks
2100 Thousand Oaks Blvd.
Thousand Oaks, CA 91362
Tel: (805) 449-2121
Email: apowers@toaks.org

Notices, demands, consents, approvals, and other communications which are mailed by certified or registered mail shall be given when delivered; provided, however, that if any such notice or other communication shall also be sent by facsimile machine, such notice shall be deemed given at the time and on the date of machine transmittal if the sending party receives a written send verification on its machines and forwards a copy thereof with its mailed or courier delivered notice or communication.

- l) Time. Time is of the essence in the performance of this Agreement.
- m) Counterparts. This Agreement may be executed and delivered in two or more counterparts, each of which when so executed and delivered shall be the original, but such counterparts together shall constitute but one and

the same instrument. Electronic or facsimile signatures shall be deemed original signatures.

- n) Attorneys' Fees. If any Party brings an action against any other Party to enforce, interpret, or for breach of, this Agreement, the prevailing Party (as determined by the arbitrator or court adjudicating such action), shall be entitled to an award of all reasonable costs, fees and expenses of counsel from the non-prevailing Party whether or not such action results in a final judgment in favor such Party.

I HAVE READ THE FOREGOING AGREEMENT AND FULLY UNDERSTAND AND ACCEPT IT.

DATED: _____, 2021

CITY OF THOUSAND OAKS, a municipal corporation

By:

ANDREW P. POWERS
City Manager

DATED: _____, 2021

CONEJO RECREATION AND PARK DISTRICT, a special district

By:

JIM FRIEDL
General Manager

Attest:

CYNTHIA M. RODRIGUEZ
City Clerk

Approved as to Form:

David W. Womack, Assistant City Attorney

EXHIBIT A

LEGAL DESCRIPTION OF THE LIBRARY SITE PROPERTY

The land referred to as "Library Site Property" and as referred to herein is situated in the City of Thousand Oaks, County of Ventura, State of California, and described as follows, together with all improvements, facilities or other property situated thereon:

Parcel 1:

Parcel A of Parcel Map No. LD-428, in the City of Thousand Oaks, County of Ventura, State of California, as per map recorded in Book 31, Page 99 of Parcel Maps, in the office of the County Recorder of said County.

Together with that portion of Parcel "C" of said Parcel Map No. LD 428, described as follows:

Beginning at the Southeasterly terminus of the Southwesterly boundary line of said Parcel "A", shown as having a bearing and distance of North 45° 00' 00" West 280.00 feet; thence Northwesterly along said line.

1st North 45° 00' 00" West 280.00 feet to the most Westerly corner of said Parcel "A"; thence leaving said Southwesterly boundary

2nd South 45° 00' 00" West 11.00 feet to a line that is parallel with and distant 11.00 feet Southwesterly from said Southwesterly boundary line of Parcel "A"; thence along said parallel line.

3rd South 45° 00' 00" East 370.00 feet; thence

4th South 00° 04' 08" West 159.57 feet to an angle point on said Parcel "C", said point begin Northwesterly corner of Parcel "B" of said Parcel Map No. LD 428 and also that angle point begin Westerly terminus of that course shown as having a bearing and distance of North 83° 04' 43" West 115.00 feet; thence Easterly, Northeasterly, Northwesterly and Westerly along boundary of said Parcel "C" following five courses.

5th South 83° 04' 43" East 115.00 feet to the beginning of curve concave Northwesterly having a radius of 57.00; thence along said curve

6th Easterly and Northeasterly through a central angle of 51° 55' 17" an arc length of 51.65 feet; thence

7th North 45° 00' 00" East 163.79 feet; thence

8th North 45° 00' 00" West 159.46 feet; thence

9th North 90° 00' 00" West 220.07 feet to the point of beginning.

Except an undivided one-half interest in and to all oil, gas, petroleum and other mineral or hydrocarbon substances in and under that portion of said land lying below a depth of 500 feet perpendicular to each point on any surface of said land, without the right to enter or otherwise use the surface of said land or the subsurface thereof to a depth of 500 feet, but reserving the right to drill into and through that portion of the subsurface of said land lying below said depth of 500 feet for the purpose of exploring, prospecting, extracting and removing any and all of the above mentioned substances from a surface location on lands other than the land herein described, as reserved in the deed from Gene Lang Congdon and Jacquelyn Lang MacDonald, as Co-Executrices of the Will of Michael Bernard Lang, also known as Michael B. Lang, M. B. Lang and Mike Lang, deceased, recorded June 12, 1967 in Book 3154, Page 294 of Official Records, and as reserved in the deed from Jacquelyn Lang MacDonald and Gene Lang Congdon, recorded June 12, 1967 in Book 3154, Page 302 of Official Records.

Parcel 2:

A nonexclusive easement for ingress and egress and incidental purposes over Parcel B, in the City of Thousand Oaks, County of Ventura, State of California, as per parcel map filed in Book 31, Pages 99 through 101, inclusive, of Parcel Maps, in the office of the County Recorder of said County.

OAKS AND THE CONEJO RECREATION AND PARK
DISTRICT FOR THE LEASE OF A FIVE-ACRE
PARCEL OF LAND FOR THE CONSTRUCTION OF
A LIBRARY FACILITY

THIS AGREEMENT is entered into this 15th day of June, 1978, by and between the City of Thousand Oaks, a municipal corporation, created and existing by virtue of the laws of the State of California, hereinafter called "CITY" and the Conejo Recreation and Park District, hereinafter called "DISTRICT".

WHEREAS, there is a need for enhanced library services in the Conejo Valley; and

WHEREAS, a variety of sites have been evaluated and it has been determined by CITY that the most desirable location is on the north side of Janss Road and the east side of the Conejo Creek Park property; and

WHEREAS, DISTRICT desires to make such land available to CITY for the construction of a library and appurtenant facilities; and

WHEREAS, there has been a long history of cooperative relationships between the two agencies involving, but not limited to, the purchase and development of park properties for the benefit of the entire community; and

WHEREAS, the library facility will enhance the leisure time capabilities of the entire populous of the Conejo Valley; and

WHEREAS, there are a variety of alternative methodologies for constructing and operating a library facility, including, but not limited to, continued operation under the County Library Services Agency, or CITY owning and operating the facility, or creation of a special district, or possible other methods; and

WHEREAS, CITY may determine that it may be in the best interest of the community to continue with the County Library Services Agency, CITY may desire to sublease the premises to either the County or to a joint powers agency; and

WHEREAS, DISTRICT may desire to construct, or cause to be constructed, recreation facilities as an adjunct to the library, thereby directly enhancing the capabilities of DISTRICT to deliver recreation services.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. PROPERTY LEASED

DISTRICT hereby leases to CITY and CITY hereby rents for the sum of one dollar (\$1.00) per year from DISTRICT the property, hereinafter called

Approximately five (5) acres of land in DISTRICT'S property located northerly of Janss Road and easterly of State Route 23. The premises is generally depicted on Exhibit A, attached hereto and incorporated herein by this reference. The premises will be particularly described and depicted on a replacement Exhibit A at such time as a parcel map is recorded, dividing said DISTRICT'S total property. Said replacement Exhibit A shall be effective upon execution thereof by the parties and attachment hereto. At and after such event, this Agreement shall be recorded.

2. TERM

The term of this Agreement shall be for a period of fifty (50) years commencing on the first day of the calendar month following the day the Agreement has been executed by both parties.

3. OPTION

CITY may, at its option, extend this Agreement for two additional twenty-four (24) year periods. Each period shall commence on the day following the termination of the preceding term and shall terminate twenty-four (24) years after the termination of the preceding term. The option for each period shall be exercised separately by CITY giving DISTRICT written notice at least six (6) months prior to the commencement of each option period. The extensions shall be on all the terms and conditions as are contained herein.

4. HOLDOVER

If CITY holds possession of the Premises after the expiration of the term of this Agreement, or any extension thereof, with consent of DISTRICT, either expressed or implied, CITY shall become a tenant from month to month. Such tenancy to be subject to all of the terms and conditions of this Agreement.

5. USE

It is contemplated by the parties to this Agreement that the County of Ventura, hereinafter called "COUNTY", may, on behalf of CITY, place and operate on the Premises a public library and appurtenant facilities, although nothing in this Agreement shall be construed to impose any obligation upon COUNTY to do so.

6. CONSIDERATION

In full consideration for use of Premises over the term of this Agreement and any extensions thereof, CITY will cause to be developed and maintained a public library on Premises. DISTRICT has determined that: (1) a library facility will be compatible with the proposed uses of DISTRICT'S adjoining property and will enhance the adjoining property, (2) the library services to be furnished will beneficially supplement services furnished by DISTRICT.

library facility on the Premises is discontinued at any time after instituting such operation, DISTRICT may, at its option, terminate this Agreement upon thirty (30) days' written notice to CITY; provided, however, that this Agreement shall not so terminate if construction or operation of said public library facility is resumed, as specified in the Notice from DISTRICT, prior to the expiration of any such thirty-day notice period.

7. IMPROVEMENTS BY CITY

Subject to a review process that is mutually agreeable to CITY and DISTRICT, CITY may make such excavation of and do such grading of the Premises, and may place such improvements on the Premises, as CITY may from time-to-time deem desirable; provided, however, that no such excavation, grading or improvements shall be done, made or placed without the prior written approval by DISTRICT of both the exterior design and location thereof. Once improvements have been placed pursuant to the provisions of this Agreement, City may, at CITY'S option and expense, thereafter make minor modifications of such improvements without the prior approval of DISTRICT. For the purposes of this Agreement, any modification which entails a change in the location of, amount of land covered by, basic exterior dimensions of, or basic exterior appearance of an improvement is not a "minor modification" and shall be subject to the prior approval of DISTRICT in the same manner as the original placing of such improvement. All costs of installation of utilities to the library Premises and on-site improvements in connection with construction of the public library facility shall be borne by CITY.

8. OWNERSHIP AND REMOVAL OF IMPROVEMENTS

All improvements placed on the Premises by CITY during the term of this Agreement or any extension thereof shall be considered personal property of CITY and CITY may, at its option, remove any or all of such improvements at any time during the term of this Agreement or any extension thereof. If CITY removes any of such improvements, CITY shall restore the portion of the Premises affected by such removal as nearly as is practicable to its condition as of the date of occupancy by CITY. Any such improvements which remain on the Premises upon the expiration of this Agreement shall become the property of DISTRICT; provided, however, that if this Agreement should be terminated for any reason prior to the expiration of the term of this Agreement or any extension thereof, CITY shall be allowed a reasonable period of time after such termination in which to remove such improvements.

9. LIENS

City shall keep the Premises free from any liens arising out of any work performed on the Premises for material furnished to the Premises or for obligations incurred by CITY.

10. REPAIRS AND MAINTENANCE

CITY shall maintain the Premises in good order and condition and shall make all repairs and replacements necessary to that end.

placed thereon at all reasonable times to examine the condition thereof and for the purpose of providing such maintenance as DISTRICT desires to make, provided that such right shall not be exercised in such a manner as to unreasonably interfere with any business conducted by CITY on the Premises. DISTRICT shall restore at its expense any improvements affected by DISTRICT'S exercise of its rights granted hereunder.

12. ASSIGNMENT AND SUBLETTING

CITY shall have the right to assign this Agreement and/or to sublet the Premises to COUNTY or to an entity formed by CITY and COUNTY, or CITY and others, for the purpose of financing the library facilities. Any other assignment or subletting shall be with the written consent of DISTRICT. DISTRICT shall not arbitrarily withhold such consent but shall give such consent in every instance wherein DISTRICT'S interest will not be affected to its detriment.

13. DEFAULT OR BREACH

Except as otherwise provided, at any time one party to this Agreement is in default or breach in the performance of any of the terms and conditions of this Agreement, the other party shall give written notice to remedy such default or breach. If said default or breach is remedied within thirty (30) days following such notice, then this Agreement shall continue in full force and effect. If such default or breach is not remedied within thirty (30) days following such notice, the other party may, at its option, terminate this Agreement. Such termination shall not be considered a waiver of damages or other remedies available to either party because of such default or breach.

14. WAIVER

A waiver by either party of any default or breach by the other party in the performance of any of the covenants, terms or conditions of this Agreement shall not constitute or be deemed a waiver of any subsequent or other default or breach.

15. PARTIES BOUND AND BENEFITTED

The covenants, terms and conditions herein contained shall apply to and bind the heirs, successors, executors, administrators, and assigns of all of the parties hereto; and all of the parties hereto shall be jointly and severally liable hereunder.

16. HOLD HARMLESS

CITY shall indemnify and defend DISTRICT against, and hold DISTRICT harmless from, any loss or damage arising out of or relating to any death, bodily injury, or property damage resulting from, or in connection with, the maintenance, use or occupation of the Premises by CITY, CITY'S agents, invitees, employees, contractors or patrons.

under the power of eminent domain, then the term of this Agreement shall cease on the day of possession by said public authority. If a part only of the Premises should be taken under eminent domain, CITY shall have the right to either terminate this Agreement or to continue in possession of the remainder of the Premises. If CITY remains in possession, all of the terms hereof shall continue in effect. If such taking under the power of eminent domain occurs, those payments attributable to the improvements of CITY shall belong to CITY, and those payments attributable to the real property of DISTRICT shall belong to DISTRICT.

18. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties hereto and no obligation other than those set forth herein will be recognized.

19. AGREEMENT MODIFICATION

This Agreement may be terminated, extended, or amended in writing by the mutual consent of the parties hereto.

20. PARTIAL INVALIDITY

If any term, covenant, condition or provision of this Agreement is found by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereto shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

21. ARTICLE HEADINGS

Article headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants and conditions of this Agreement.

22. RECORDATION

The signatures of the parties to this Agreement shall be acknowledged, and the Agreement shall be recorded in the Office of the Ventura County Recorder.

23. NOTICES AND PAYMENTS

All notices required under this Agreement including change of address shall be in writing. All notices shall be made as follows:

A. All notices to DISTRICT shall be given or mailed to:

Conejo Recreation and Park District
401 West Hillcrest Drive Suite B
Thousand Oaks, California 91360

B. All notices to CITY shall be given or mailed to:

City of Thousand Oaks
P.O. Box 1496
Thousand Oaks, California 91360

CITY OF THOUSAND OAKS

By Frances K. Prince
Frances K. Prince, Mayor

ATTEST:

Velma S. Quinn
Velma S. Quinn, City Clerk

CONEJO RECREATION AND PARK DISTRICT

By Doris Granholm
Doris Granholm, Chairman

APPROVED AS TO ADMINISTRATION:

Grant R. Brimhall
Grant R. Brimhall, City Manager
City of Thousand Oaks

Orland (Tex) Ward
Orland (Tex) Ward, General Manager
and Secretary to the Board of Directors

APPROVED AS TO FORM:

James Longtin
James Longtin, City Attorney
City of Thousand Oaks

C.B. Henrichsen
C.B. Henrichsen, Attorney
Conejo Recreation and Park District
Approved by the City Council 6-13-78

ATTACHMENT 3

ASSIGNMENT AND ASSUMPTION AGREEMENT
Interim Memorandum of Understanding Between the City of Thousand Oaks and
Ride On, LA for the Operation of the Rancho Potrero Equestrian Center

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "**Agreement**") is entered into as of the ____ day of _____, 2021 by and among CONEJO RECREATION AND PARK DISTRICT ("CRPD"), a California Special District and the CITY OF THOUSAND OAKS, a municipal corporation ("**City**").

RECITALS

WHEREAS, the Conejo Open Space Conservation Agency ("COSCA") is the owner of a 20-acre parcel commonly known as the Rancho Potrero Equestrian Center, 4790 Lynn Road, Thousand Oaks, County of Ventura, State of California ("Equestrian Center Property"); and

WHEREAS, COSCA and CITY entered into a Lease Agreement on or about January 23, 2007, for CITY to develop the Equestrian Center Property to operate as a public equestrian facility, (hereinafter the "**Lease Agreement**"); and

WHEREAS, Ride On, LA, (hereinafter "**RIDE ON**"), is a 501(c)(3) non-profit corporation with experience owning and operating community based equestrian facilities; and

WHEREAS, on or about January 25, 2019, CITY and RIDE ON entered into an Interim Memorandum of Understanding for RIDE ON to operate the Equestrian Center Property as a public equestrian facility, (hereinafter the "**Operating Agreement**"), a copy of which, inclusive of all amendments, are attached hereto as **Exhibit A**; and

WHEREAS, COSCA has transferred all of its ownership and interest in the land, improvements and operation at the Equestrian Center Property to CRPD in consideration of the commitment of CRPD to improve, maintain and operate a public equestrian center at the Equestrian Center Property and has terminated the Lease Agreement with CITY.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, it is hereby declared, understood and agreed as follows:

1. Assignment. City hereby assigns and delegates to CRPD all of City's rights, interest in, and obligations under the Operating Agreement.
2. Acceptance of Assignment and Assumption. CRPD accepts the above assignment of City's rights and interest in the Operating Agreement and assumes all of City's obligations under the Operating Agreement and agrees to perform all of City's obligations and covenants regarding the Operating Agreement. All references in the Operating Agreement to "City" shall be deemed to be references to CRPD.

3. Ride On Consent to Assignment and Transfer of Agreement. Ride On hereby consents to the assignment and assumption of City's rights, interest in, and obligations under, the Operating Agreement by CRPD, and releases City from all obligations regarding the Operating Agreement.

4. Full Force and Effect. Except as set forth in this Agreement, the Operating Agreement remains unmodified and is in full force and effect.

5. Headings. The headings used in this Agreement are for convenience only and shall be disregarded in interpreting the substantive provisions of this Agreement.

6. Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the legal representatives, heirs, successors and assigns of the parties.

7. California Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

8. Invalidity. Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be deemed severed herefrom, and the remaining provisions shall remain in full force and effect as if the invalid or unenforceable provision had not been a part hereof.

9. Counterparts. This Agreement may be signed by the different parties hereto in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

[Signatures on Following Pages]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day first above written.

CRPD:

CRPD, a California Special District,

By: _____
Jim Friedl, General Manager

CITY:

CITY OF THOUSAND OAKS, a municipal corporation

By: _____
Andrew P. Powers, City Manager

ATTEST:

Cynthia M. Rodriguez, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Tracy Noonan, City Attorney

CONSENT TO ASSIGNMENT

RIDE ON hereby consents to the forgoing assignment of the Interim Memorandum of Understanding Between the City of Thousand Oaks and with Ride On, LA for the Operation of the Rancho Potrero Equestrian Facilities Center by City to CRPD.

RIDE ON:

By: _____
Brian McQueeney, Chief Executive Officer

Project Name: Rancho Potrero Equestrian Center Lease

**INTERIM MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF THOUSAND OAKS
AND RIDE ON LA
FOR THE OPERATION OF THE RANCHO POTRERO EQUESTRIAN CENTER**

THIS Interim Memorandum of Agreement (MOU) is made and entered into this 25 day of January, 2019, by and between the **CITY OF THOUSAND OAKS**, a municipal corporation, sometimes hereinafter referred to as "CITY", and **RIDE ON, LA** a 501(c)(3) nonprofit corporation, hereinafter referred to as "RIDE ON", with reference to the following facts:

RECITALS

- A. The City and Ride On, desire to enter a memorandum of understanding for Ride On to operate a publicly-owned equestrian center located in the Rancho Potrero area of Thousand Oaks ("Rancho Potrero Equestrian Center" or "ranch".) Conejo Open Space Conservation Agency (COSCA) owns the site and leases it to the City.
- B. The City is in the process of transitioning the operation of the ranch and desires to provide uninterrupted service to the equestrian community during the transition.
- C. Ride On has a 25-year history as a community organization delivering high-quality programming to the entire community including horseback riding lessons, horse boarding, horse management and care, and trail rides.

AGREEMENT

1. **TERM.** Services under this MOU shall commence on the Transition Date, which shall be the date on which the City delivers possession of the Rancho Potrero Equestrian Center to Ride On. This MOU shall terminate on the last day of the seventh month following the transition date.

The terms of this MOU reflect the interim nature of the MOU. Both parties commit, in good faith, to enter negotiations to identify a mutually acceptable long-term relationship generally consistent with the services provided in Section 2.

2. **SERVICES.** Ride On shall provide the following services:
 - a. Maintain current boarding operations should current boarders choose to continue boarding at the ranch;

- b. Within 60 days of the Transition Date, re-start hourly Trail Rides to the public at least 3-days per week. It is understood by both parties that Ride On may choose to sub-lease the Trail Ride Operation;
 - c. Provide professional and courteous management of the facility consistent with best practices;
 - d. Provide a range of educational, vocational, competitive and recreational program offerings to the entire community;
 - e. Maintain the property in good repair, safe for horse keeping and riding;
 - f. Collect and account for boarding payments;
 - g. Collect and account for proceeds from operation of the ranch including trail rides and training;
 - h. Pay all expenses of the operation of the ranch.
3. **COMPENSATION.** City will not charge Ride On for use of the ranch and all monies received by Ride On for operations may be retained by Ride On as full and complete compensation for the services provided under this MOU.
4. **DUE DILIGENCE.** As of this date, much of the information normally available through a due diligence process is not available to Ride On. For example, Ride On does not have:
- a. The number of horses currently boarded;
 - b. The number and sizes of stalls currently on-site;
 - c. Copies of the current boarder list, boarding agreement and boarding rules;
 - d. A listing of existing ranch equipment to remain with property after current operator leaves, including equipment needed on a daily basis to feed, clean and maintain the arenas;
 - e. A copy of schedule of current user fees for extra services;
 - f. A copy of agreement(s) with any current trainer using the property;
 - g. A copy of any prior report on fees at comparable facilities prepared by City staff or the current operator; and
 - h. Copies of current utility bills

Considering this, both parties commit, in good faith to work jointly to ensure a smooth transition from the former operator to Ride On and any additional matters arising as the result of the due diligence process.

5. **BOARDING RATES:** Ride On will maintain current board rates for the duration of this MOU.
6. **TRANSITION FEE:** If Ride On assumes operations at a date other than the first of a month, board fees will have been paid to the current operator and Ride On will bear the expense of feed and maintenance for the balance of the month. In consideration of the above, the City will pay Ride On a Transition Fee equal to the monthly board for each horse on the property on the Transition Date prorated for the

portion of the month Ride On provides services. In addition, the City will pay Ride On a one-time \$2,500 Mobilization Fee.

7. **INSURANCE:** Ride On will maintain insurance at the following levels:
 - a. Comprehensive General Liability insurance in an amount not less than \$2M per occurrence /\$4M aggregate and name the City, COSCA, their officers, directors, elected officials and employees as Additional Insured parties;
 - b. Automobile Liability in an amount not less the \$2M and name the City COSCA, their officers, directors, elected officials and employees as Additional Insured parties;
 - c. Worker's Compensation insurance as required by law, including an endorsement waiving subrogation rights against the City;
 - d. Ride On will provide written evidence of compliance with the insurance requirements.

8. **WALKTHROUGH:** On the Transition Date, City staff will walk through the property with Ride On staff to survey the site, to identify equipment and maintenance issues. All parties agree to work diligently to ensure the smooth transition of operations.

9. **UTILITIES:** The City will pay for water and sewer for the month that Ride On assumes operations. Ride On will pay for all other expenses and utilities.

10. **DEFAULT:** If either party violates any part of this MOU, they will be in default. The City and Ride On will have the right to notify the other party in writing of the default and the other party will have 30 days in which to cure that default or begin to cure the default if it cannot be cured in 30 days. If the default is not timely cured, the MOU may be terminated on 30 days advanced written notice.

11. **RIGHT OF ENTRY:** The City shall have Right of Entry during normal business hours and emergencies.

12. **INDEMNIFICATION.**
 - a. Ride On will defend and indemnify the City from any and all costs, claims, lawsuits, damages or injuries that arise out of the operation of the ranch during the term of this MOU.

 - b. The City will defend and indemnify Ride On for any condition, encumbrances or liens that may exist as of the Transition Date and in the event of any dispute, claim or litigation with the prior operator and/or relating to the removal of the prior operator.

- c. The City will defend and indemnify Ride On from any costs required to bring the property as it exists on the Transition Date into compliance with any planning, zoning and building requirements.
 - d. Ride On will defend and indemnify the City from any costs required to bring the property into compliance with any planning, zoning or building requirements created by any change of use following the Transition Date.
13. **NOTICES:** Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

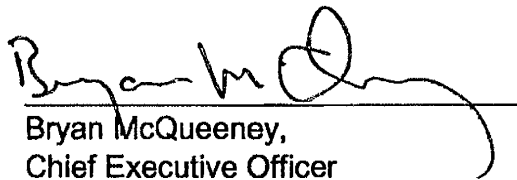
To City: Attention: Jaime Boscarino,
Finance Director
City of Thousand Oaks
2100 Thousand Oaks Boulevard
Thousand Oaks, CA 91362

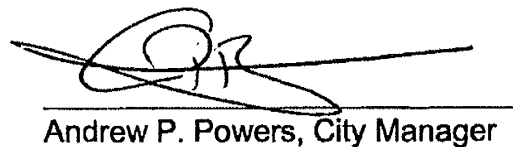
To Ride On: Attention: Brian McQueeney,
Chief Executive Officer
Ride On
401 Ronel Court
Newbury Park, CA 92320
(805) 375-9078

In concurrence and witness whereof, this Agreement has been executed by the parties effective on the date and year first above written.

For Ride On:

For the City:


Bryan McQueeney,
Chief Executive Officer


Andrew P. Powers, City Manager

Approved as to Form:


Tracy M. Noonan, City Attorney

Attest:


for Cynthia M. Rodriguez, City Clerk

**FIRST AMENDMENT TO
INTERIM MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF THOUSAND OAKS
AND RIDE ON LA
FOR THE OPERATION OF THE RANCHO POTRERO EQUESTRIAN CENTER**

Contract No. 11980-2019

THIS FIRST AMENDMENT to the Interim Memorandum of Understanding entered into between the **CITY OF THOUSAND OAKS**, a municipal corporation, (hereafter "City") and **RIDE ON, LA**, a 501(c)(3) nonprofit corporation ("Ride On"), dated January 25, 2019 (herein "Contract") is made this 25th day of July, 2019.

RECITALS

- A. Section 6 of Contract, currently, and as may have been previously amended, provides for a transition fee payable to Ride On to allow Ride On to assume full operations.
- B. The transition fee was negotiated upon an expectation that the current operator would be willing to transfer existing equipment and supplies to City or Ride On to assure a smooth transition of operations. The current operator has not agreed to provide such equipment and supplies to date.
- C. City is in need of modifying the transition fee to address the potential need for new equipment and supplies, and Ride On is desirous of modifying the transition fee to address potential needs.

AGREEMENT TO AMEND

NOW, THEREFORE, the undersigned parties to Contract agree to amend Contract as described below:

Part 1. Section 4 of the agreement is hereby amended to include the following additional language:

The City and Ride On agree to continue coordinating a successful transition as new circumstances emerge and, no later than 90 days from the Transition Date, to Lookback at events as they have transpired and negotiate in good faith to resolve any items.

Part 2. Section 6 of Contract and such section is hereby amended to read in its entirety:

1. **TRANSITION FEE:** If Ride On assumes operations at a date other than the first of a month, board fees will have been paid to the current operator and Ride On will bear the expense of feed and maintenance for the balance of the month. In consideration of the above, the City will pay Ride On a Transition Fee equal to the monthly board for each horse on the property on the Transition Date prorated for the portion of the month Ride On provides services. In addition, the City will pay Ride On a one-time \$7,500 Mobilization Fee.

To the extent equipment and tools for the operation of the center can be procured by the City from the current operator, the equipment and tools shall remain the property of the City and shall be provided to Ride On to support their operation of the center for the duration of this Contract. If Ride On shall procure any additional equipment and tools from operating income during the term of this MOU, such equipment and supplies shall be the property of Ride On.

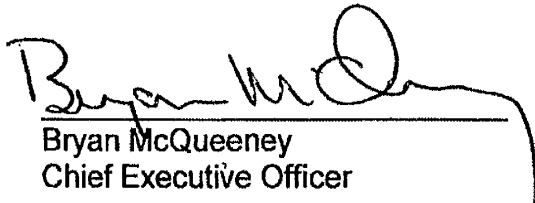
To the extent equipment and tools for the operation of the center are not procured by the City from the current operator: City shall procure mechanical equipment (tractors and utility task vehicles) on a rental or purchase basis; and Ride On shall purchase such additional equipment and tools necessary for operating the center. Such equipment and tools shall be as specified on Schedule A attached hereto. The mechanical equipment shall be held in the name of City. City shall reimburse Ride On for the actual cost such additional equipment and tools in an amount not to exceed \$15,000. The additional equipment and supplies shall be the property of the City and shall be marked as such and shall be provided to Ride On to support their operation of the center for the duration of this Contract.

If City and Ride On agree to an agreement whereby Ride On will continue to operate the facility after the expiration of this Contract, City and Ride On expect to agree on a reasonable payment from Ride On to City for such equipment and supplies from operating income over an agreed period of time.


Part 3. All terms used in Parts 1 and 2 above shall have the meanings ascribed thereto in Contract. Except as amended in Parts 1 and 2 above, all other sections, terms, obligations, duties, clauses, and provisions of Contract shall remain the same.

IN WITNESS WHEREOF, the parties execute this First Amendment to Contract as of the date set forth above.


For Ride On:


Bryan McQueeney
Chief Executive Officer

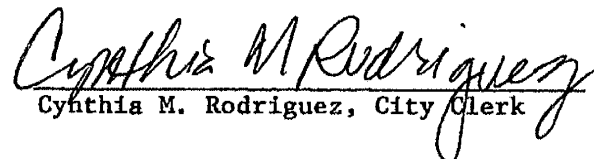
For the City:


Andrew P. Powers
City Manager

Approved as to Form:


Tracy Noonan
City Attorney

ATTEST:


Cynthia M. Rodriguez, City Clerk

Interim MOU for
Rancho Potrero Community Equestrian Center

7/29/2019

Schedule A

<i>Mechanical Equipment</i>	<i>Purchase</i>	<i>Monthly</i>	<i>Notes</i>	<i>Circle K Equipment</i>
Kubota M62TL	\$63,000	\$2,500	Manure Tractor	Ford 545 c/d x 2
Kubota MX4800HST	\$24,600	\$1,595	Arena Drag	Ford - old
Kubota RTV-X114W-H	\$17,400	\$950	Feeding	Ford - old
Kubota RTV-X114W-H	\$17,400	\$950	Maintenance	ATV/Golf Cart
Total	\$122,400	\$5,995	6 mos = \$33,570	
<i>Start up Equipment</i>				
Gearmore Arenavator 8'	\$3,300		arena drag	Arenavator 6'
Trailer	\$1,300		hay feed	custom
Manure bucket	\$2,500		custom fabricated 3cy	custom
wheel barrows	\$1,500		x 6	
mounting blocks, cross ties	\$1,000		x 8	
rakes, hoses, buckets	\$1,000		x many	
signage	\$1,000			
Contingencies	\$3,400			
Total	\$15,000			

Contract No. 11980-2019A1

**SECOND AMENDMENT TO
INTERIM MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF THOUSAND OAKS
AND RIDE ON LA
FOR THE OPERATION OF THE RANCHO POTRERO EQUESTRIAN CENTER**

Contract No. 11980-2019

THIS SECOND AMENDMENT to the Interim Memorandum of Understanding entered into between the **CITY OF THOUSAND OAKS**, a municipal corporation, (hereafter "City") and **RIDE ON, LA**, a 501(c)(3) nonprofit corporation ("Ride On"), dated January 25, 2019 (herein "Contract") is made this 28th day of August, 2019.

RECITALS

- A. Section 6 of Contract, currently, and as may have been previously amended, provides for a transition fee payable to Ride On to allow Ride On to assume full operations.
- B. The transition fee was negotiated upon an expectation that the current operator would be willing to transfer existing equipment and supplies to City or Ride On to assure a smooth transition of operations. The current operator has not agreed to provide such equipment and supplies to date.
- C. City is in need of modifying the transition fee to provide flexibility to meet the potential need for new equipment and supplies, and Ride On is desirous of modifying the transition fee to address potential needs.

AGREEMENT TO AMEND

NOW, THEREFORE, the undersigned parties to Contract agree to amend Contract as described below:

Part 1. Section 6 of Contract and such section is hereby amended to read in its entirety:

- 1. **TRANSITION FEE:** If Ride On assumes operations at a date other than the first of a month, board fees will have been paid to the current operator and Ride On will bear the expense of feed and maintenance for the balance of the month. In consideration of the above, the City will pay Ride On a Transition Fee equal to the monthly board for each horse on the

property on the Transition Date prorated for the portion of the month Ride On provides services. In addition, the City will pay Ride On a one-time \$7,500 Mobilization Fee.

To the extent equipment and tools for the operation of the center can be procured by the City from the current operator, the equipment and tools shall remain the property of the City and shall be provided to Ride On to support their operation of the center for the duration of this Contract. If Ride On shall procure any additional equipment and tools from operating income during the term of this MOU, such equipment and supplies shall be the property of Ride On.

To the extent equipment and tools for the operation of the center are not procured by the City from the current operator: City shall procure some mechanical equipment (tractors and utility task vehicles) on a rental or purchase basis; and Ride On shall purchase such additional equipment and tools necessary for operating the center. Such equipment and tools may include those specified on Schedule A attached hereto. Additional equipment and tools may be acquired subject to the agreement of City Project Manager. The mechanical equipment shall be held in the name of City. City shall reimburse Ride On for the actual cost such additional equipment and tools as approved by City Project Manager. The additional equipment and supplies shall be the property of the City and shall be marked as such and shall be provided to Ride On to support their operation of the center for the duration of this Contract.

If City and Ride On agree to an agreement whereby Ride On will continue to operate the facility after the expiration of this Contract, City and Ride On expect to agree on a reasonable payment from Ride On to City for such equipment and supplies from operating income over an agreed period of time.

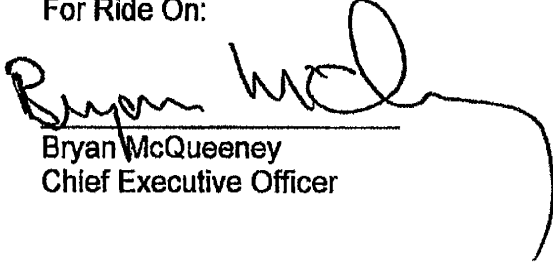
Part 2. Section 14 of the agreement is hereby added which shall read in its entirety:

14. **CITY PROJECT MANAGER.** The services to be performed by Ride On shall be accomplished under the general direction of, and coordinate with, City's "Project Manager", as that staff person is designated by City from time to time, and who presently is Interim Human Resources Director, Tim W. Giles.

Part 3. All terms used in Parts 1 and 2 above shall have the meanings ascribed thereto in Contract. Except as amended in Parts 1 and 2 above, all other sections, terms, obligations, duties, clauses, and provisions of Contract shall remain the same.

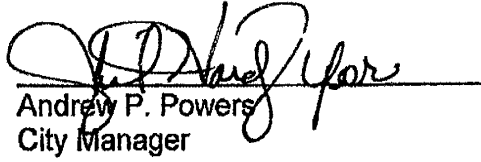
IN WITNESS WHEREOF, the parties execute this First Amendment to Contract as of the date set forth above.

For Ride On:



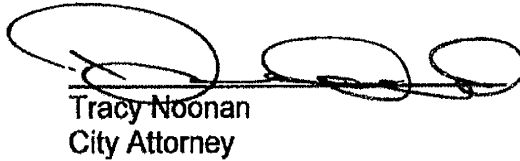
Bryan McQueeney
Chief Executive Officer

For the City:



Andrew P. Powers
City Manager

Approved as to Form:



Tracy Noonan
City Attorney

Attest:



Cynthia Rodriguez
City Clerk

**THIRD AMENDMENT TO
INTERIM MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF THOUSAND OAKS
AND RIDE ON LA
FOR THE OPERATION OF THE RANCHO POTRERO EQUESTRIAN CENTER**

Contract No. 11980-2019

THIS THIRD AMENDMENT to the Interim Memorandum of Understanding entered into between the **CITY OF THOUSAND OAKS**, a municipal corporation, (hereafter "City") and **RIDE ON, LA**, a 501(c)(3) nonprofit corporation ("Ride On"), dated January 25, 2019 (herein "Contract") is made this 28th day of January, 2020.

RECITALS

- A. Ride On assumed temporary operation of the Rancho Potrero Equestrian Center ("Center") pursuant to this Contract on August 1, 2019.
- B. Ride On has successfully established operations at the Center, establishing rental agreements with boarders, establishing reasonable rules of operation, making the full facility available for users and establishing a limited rental string operation. Ride On has assured that all animals are properly fed and cared for. Ride On has been able to identify needed capital investments and appropriate operational expenses.
- C. Due to the successful initial transition term, and Ride On's demonstrated capabilities and willingness to partner with the public in the success of the Center, City desires to negotiate exclusively with Ride On for a long-term operations agreement.
- D. City has provided limited capital support to Ride On in the transition. Additional capital support is necessary to remediate prior construction deficiencies.
- E. Section 1 of the Contract, currently, and as may have been previously amended, provides that the Contract terminates at the end of February.
- F. City and Ride On desire to enter into a long-term agreement for Ride On to operate the facility. Ride On and City desire to extend the term of the current Contract to provide time to finalize an appropriate long-term agreement.

- G. Section 5, of the Contract, currently, and as may have been previously amended, prevents Ride On from increasing fees.
- H. City and Ride On desire to provide a mechanism for users of the Center to share in the cost of operating the Center.
- I. Section 6 of Contract, currently, and as may have been previously amended, delineates payments to Ride On for operating the facility.
- J. The transition fee was negotiated upon an expectation that the current operator would not have to make significant capital investment during the transition.
- K. City desires to modify the transition fee to provide flexibility to meet the need for capital and infrastructure investments, and Ride On is desirous of modifying the transition fee to address needed capital and infrastructure needs.

AGREEMENT TO AMEND

NOW, THEREFORE, the undersigned parties to Contract agree to amend Contract as described below:

Part 1. Section 1 of Contract and such section is hereby amended to read in its entirety:

1. **TERM:** Services under this MOU shall commence on the Transition Date, which shall be the date on which the City delivers possession of the Rancho Potrero Equestrian Center to Ride On. This MOU shall terminate on July 31, 2020, unless extended or terminated by the mutual written agreement of the parties.

The terms of this MOU reflect the interim nature of the MOU. Both parties commit, in good faith, to enter negotiations to identify a mutually acceptable long-term relationship generally consistent with the services provided in Section 2.

Part 2. Section 5 of Contract and such section is hereby amended to read in its entirety:

5. **RATES:** Boarding Rates, Horse Rental Rates and other fees for use of the Center shall be established by Ride On subject to prior written approval of the City Project Manager.

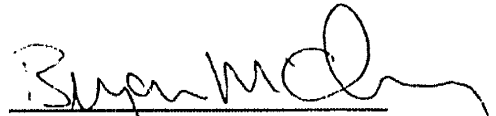
Part 3. Section 6 of Contract and such section is hereby amended to include the following additional language:

To the extent Capital Improvements are agreed to by the parties in writing in advance and performed by Ride On, City will reimburse Ride On for the cost of any such improvements.

Part 4. All terms used in Parts 1, 2 and 3 above shall have the meanings ascribed thereto in Contract. Except as amended in Parts 1, 2 and 3 above, all other sections, terms, obligations, duties, clauses, and provisions of Contract shall remain the same.

IN WITNESS WHEREOF, the parties execute this Third Amendment to Contract as of the date set forth above.

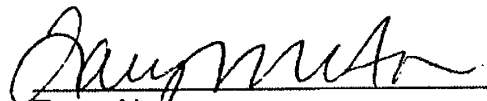
For Ride On:


Bryan McQueeney
Chief Executive Officer

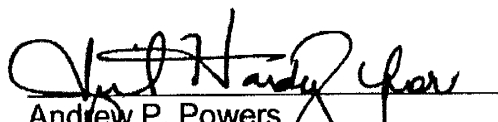
For the City:


Al Adam
Mayor


Approved as to Form:


Tracy Noonan
City Attorney

Approved as to Administration:


Andrew P. Powers
City Manager

Attest:


Cynthia M. Rodriguez
City Clerk

**FOURTH AMENDMENT TO
INTERIM MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF THOUSAND OAKS
AND RIDE ON LA
FOR THE OPERATION OF THE RANCHO POTRERO EQUESTRIAN CENTER**

Contract No. 11980-2019

THIS FOURTH AMENDMENT to the Interim Memorandum of Understanding entered into between the **CITY OF THOUSAND OAKS**, a municipal corporation, (hereafter "City") and **RIDE ON, LA**, a 501(c)(3) nonprofit corporation ("Ride On"), dated January 25, 2019 (herein "Contract") is made this 29th day of July, 2020.

RECITALS

- A. Ride On assumed temporary operation of the Rancho Potrero Equestrian Center ("Center") pursuant to this Contract on August 1, 2019.
- B. Ride On has successfully established operations at the Center, establishing rental agreements with boarders, establishing reasonable rules of operation, making the full facility available for users and establishing a limited rental string operation. Ride On has assured that all animals are properly fed and cared for. Ride On has been able to identify needed capital investments and appropriate operational expenses.
- C. Section 1 of the Contract, currently, and as may have been previously amended, provides that the Contract terminates at the end of July.
- D. City and Ride On desire to enter into a long-term agreement for Ride On to operate the facility. Ride On and City desire to extend the term of the current Contract to provide time to finalize an appropriate long-term agreement.
- E. Due to disruption in work because of the response to the Coronavirus pandemic, City and Ride On have not yet finalized an appropriate long-term agreement.
- F. The parties desire to extend this agreement through and until December 31, 2020 to provide additional time to finalize an appropriate long-term agreement.

- G. The City Council on July 7, 2020 delegated authority to the City Manager to execute an extension of this agreement.

AGREEMENT TO AMEND

NOW, THEREFORE, the undersigned parties to Contract agree to amend Contract as described below:

Part 1. Section 1 of Contract is hereby amended to read in its entirety:

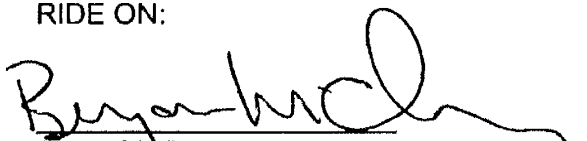
1. **TERM:** Services under this MOU shall commence on the Transition Date, which shall be the date on which the City delivers possession of the Rancho Potrero Equestrian Center to Ride On. This MOU shall terminate on December 31, 2020, unless extended or terminated by the mutual written agreement of the parties.

The terms of this MOU reflect the interim nature of the MOU. Both parties commit, in good faith, to enter negotiations to identify a mutually acceptable long-term relationship generally consistent with the services provided in Section 2.

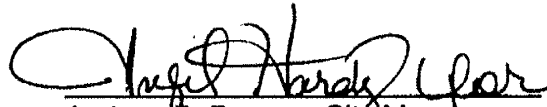
Part 2. All terms used in Part 1 above shall have the meanings ascribed thereto in Contract. Except as amended in Parts 1 above, all other sections, terms, obligations, duties, clauses, and provisions of Contract shall remain the same.

IN WITNESS WHEREOF, the parties execute this Fourth Amendment to Contract as of the date set forth above.

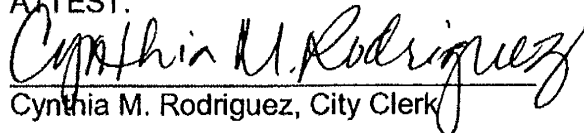
RIDE ON:


Bryan McQueeney
Chief Executive Officer

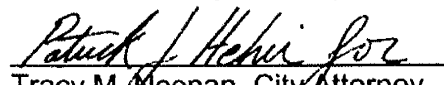
CITY OF THOUSAND OAKS:


Andrew P. Powers, City Manager

ATTEST:


Cynthia M. Rodriguez, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney


Tracy M. Noonan, City Attorney

Project Name: Rancho Potrero
Equestrian Center Lease

**FIFTH AMENDMENT TO
INTERIM MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF THOUSAND OAKS
AND RIDE ON LA
FOR THE OPERATION OF THE RANCHO POTRERO EQUESTRIAN CENTER**

Contract No. 11980-2019

THIS FIFTH AMENDMENT to the Interim Memorandum of Understanding entered into between the **CITY OF THOUSAND OAKS**, a municipal corporation, (hereafter "City") and **RIDE ON, LA**, a 501(c)(3) nonprofit corporation ("Ride On"), dated January 25, 2019 (herein "Contract") is made this 15th day of December, 2020.

RECITALS

- A. Ride On assumed temporary operation of the Rancho Potrero Equestrian Center ("Center") pursuant to this Contract on August 1, 2019.
- B. Ride On has successfully established operations at the Center, establishing rental agreements with boarders, establishing reasonable rules of operation, making the full facility available for users and establishing a limited rental string operation. Ride On has assured that all animals are properly fed and cared for. Ride On has been able to identify needed capital investments and appropriate operational expenses.
- C. Section 1 of the Contract, currently, and as may have been previously amended, provides that the Contract terminates at the end of December, 2020.
- D. City and Ride On desire a long-term operational arrangement for the facility. Ride On and City desire to extend the term of the current Contract to provide time to finalize an appropriate long-term agreement.
- E. Due to disruption in work because of the response to the Coronavirus pandemic, City and Ride On have not yet finalized an appropriate long-term arrangement. With the assistance of a Council appointed Ad Hoc committee, an appropriate long-term operational arrangement for the facility has been identified and is being prepared for submission for consideration by the City Council.

- F. The parties desire to extend this agreement through and until March 31, 2021 to provide additional time to finalize an appropriate long-term arrangement.

AGREEMENT TO AMEND

NOW, THEREFORE, the undersigned parties to Contract agree to amend Contract as described below:

Part 1. Section 1 of Contract is hereby amended to read in its entirety:

1. **TERM:** Services under this MOU shall commence on the Transition Date, which shall be the date on which the City delivers possession of the Rancho Potrero Equestrian Center to Ride On. This MOU shall terminate on March 31, 2021, unless extended or terminated by the mutual written agreement of the parties.

The terms of this MOU reflect the interim nature of the MOU. Both parties commit, in good faith, to enter negotiations to identify a mutually acceptable long-term relationship generally consistent with the services provided in Section 2.

Part 2. Section 6 of the Contract is hereby amended to include the following language:

City Project Manager and Ride On may agree that reimbursement as provided herein, including for Capital Improvements and purchases, may be paid by City to Ride upon evidence of Ride On's contractual commitment to the purchase. Ride On agrees to segregate such funds until it has paid the expenses.

Part 3. All terms used in Part 1 above shall have the meanings ascribed thereto in Contract. Except as amended in Parts 1 above, all other sections, terms, obligations, duties, clauses, and provisions of Contract shall remain the same.

IN WITNESS WHEREOF, the parties execute this Fifth Amendment to Contract as of the date set forth above.

For Ride On:

For the City:

DocuSigned by:
Bryan McQueeney
42C54BC76B164B0...
Bryan McQueeney
Chief Executive Officer

DocuSigned by:
Claudia Bill-de la Peña
0F50E74CC0899425...
Claudia Bill-de la Peña, Mayor

Attest:

DocuSigned by:
Cynthia Rodriguez
7F1B1047E208490...
Cynthia Rodriguez
City Clerk

Approved as to Administration:

DocuSigned by:
Andrew P. Powers
3062472D3E0C49D...
Andrew P. Powers
City Manager

Approved as to Form:

DocuSigned by:
Tracy M. Noonan
5E26559C3105459...
Tracy M. Noonan
City Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/27/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cheval Insurance Services Lic. 0C94257 P. O. Box 2933 Fullerton, CA 92837 Cheval Insurance Services 714-447-9191	CONTACT NAME: Cheval Insurance Services PHONE (A/C, No, Ext): 714-447-9191 FAX (A/C, No): 714-525-9191 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Indemnity Ins. Co. of No. Amer INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Ride On Ther. Horsemanship Attn: Bryan McQueeney 10860 Topanga Canyon Blvd., Chatsworth, CA 91311	NAIC #

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		FO-227397	08/27/2020	08/27/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA-227401	08/27/2020	08/27/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS		X	FX-235695	08/27/2020	08/27/2021	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below			NONE			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
				NONE			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Thousand Oaks, COSCA, CRPD, their elected officials, agents, employees, consultants and contractors are additional insured but only as respects liability arising from the equestrian activities of the named insured and/or in accordance with the policy conditions.

CERTIFICATE HOLDER

CANCELLATION

CITY100 City of Thousand Oaks 2100 E. Thousand Oaks Bl. Thousand Oaks, CA 91360	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
----------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

ATTACHMENT 4

E Ave De Las Flores

**LIBRARY SITE PROPERTY
AT CONEJO CREEK NORTH**



23 Wb On Janss Ramp
23 Fwy Sb Fw
23 Fwy Nb Fw
Janss On 23 Eb Ramp

**CONEJO CREEK NORTH
PARK**

**APN: 677-0-100-36
(6.74-acres)
Zoning: P-L**

**APN: 677-0-100-38
(1.32-acres)
Zoning: P-L**



0 75 150 300 450 600 Feet

E Janss Rd

Paige Ln

Crystal View Ct

Estimote Dr

Wynne Dr

Wynne Dr

Wynne Dr

Wynne Dr

Wynne Dr

ATTACHMENT 5

**LEASE AGREEMENT BETWEEN
CONEJO RECREATION AND PARK DISTRICT
AND
RIDE ON THERAPEUTIC HORSEMANSHIP**

This LEASE is made and entered into this 18th day of March, 2021, by and between the CONEJO RECREATION AND PARK DISTRICT, a public entity, sometimes herein after referred to as "LESSOR" or "DISTRICT", and RIDE ON L A, a California 501(c)(3) nonprofit corporation, sometimes herein after referred to as "LESSEE" or "RIDE ON".

RECITALS

- A. Conejo Open Space Conservation Agency (COSCA) is the owner of record for approximately 326 acres adjacent to the south side of West Potrero Road, Ventura County, California, more commonly known as Rancho Potrero.
- B. COSCA leased approximately 20 acres ("LEASE PREMISES") located in the northeast corner of that real property commonly known as Rancho Potrero to the City of Thousand Oaks (CITY), together with all rights, privileges, and easements appurtenant thereto, all more particularly described in Exhibit "A", attached hereto and made a part of.
- C. Two Winds Equestrian Center operated on the north side of Potrero Road since the early 1970s and due to the housing development Dos Vientos Ranch moved to LEASE PREMISES in 1995 and operated via a lease agreement with the CITY.
- D. In 2008 Circle K Riding Stables was selected, through a formal Request for Proposal process, to operate the facility on the LEASED PREMISES through a long-term agreement with the CITY.
- E. In 2019 the CITY terminated the lease with Circle K Riding Stables.
- F. In August 2019, the CITY entered into an interim Memorandum of Understanding with RIDE ON to provide interim management of the facility.
- G. Since August 2019, RIDE ON has demonstrated its capacity and willingness to continue successful operations of the facility. RIDE ON has successfully: established operations at the facility, rental agreements with boarders, reasonable fees and rules of operation, and a limited rental string operation; made the full facility available for users; provided camps, workshops, clinics, and affordable lessons to the broad community; identified needed capital improvements and expenses necessary to continue operations; and has assured that all animals are properly fed and cared for.
- H. RIDE ON is a California 501(c)(3) nonprofit corporation operating since 1994 with two existing California locations, a 13-acre Newbury Park site (Walnut Grove Equestrian Center) operated in partnership with the DISTRICT serving the Conejo Valley; and a 3-acre ranch in Chatsworth, serving the San Fernando Valley. RIDE

ON is dedicated to promoting the welfare of at risk youth and people with any type of physical, intellectual, or cognitive disability by means of equine assisted activities and therapies; and by providing instruction and education for all in equestrian-related social, vocational, and recreational activities.

- I. Significant capital improvements are necessary to remediate prior construction, address deferred maintenance, and add needed improvements.
- J. COSCA, CITY, and DISTRICT are desirous to partner with a non-profit operator to operate the facility with a public service focus.
- K. On March 18, 2021, COSCA, CITY, and DISTRICT entered into an agreement regarding:
 - a. The transition of ownership of the LEASE PREMISES from COSCA to the DISTRICT
 - b. The assignment and transfer of the August 2019 interim Memorandum of Understanding between CITY and RIDE ON for interim management of the facility to the DISTRICT.
 - c. The assignment and transfer of all CITY owned improvements at the LEASE PREMISES to the DISTRICT excepting Lynn Road street improvements and traffic signal improvements
- L. DISTRICT desires to lease the facility on the LEASE PREMISES to RIDE ON to provide public and therapeutic riding services, educational programs, and workshops to the public to increase access to and appreciation of open space and multi-use trails, and affordable boarding for the entire community
- M. RIDE ON wishes to lease from DISTRICT to continue and build a center for equestrian education for the entire community
- N. This lease replaces and supersedes any other prior agreements between RIDE ON and DISTRICT regarding the LEASE PREMISES, irrespective of whether those prior written agreements were written or oral. This lease does not affect in any way the lease for the Walnut Grove Equestrian Center between the DISTRICT and RIDE ON.

The parties agree as follows:

1. PURPOSE

It is specifically understood by and between the parties hereto that the intent of this lease is to provide for the maintenance and operation of a public equestrian facility on the LEASE PREMISES for the use and benefit of the general public. RIDE ON shall establish and promote a public equestrian center with a range of activities and programs designed to maximize recreational benefit to the constituents of the DISTRICT and RIDE ON.

In order to carry out the purposes of this Lease, RIDE ON agrees to develop, provide, operate, and maintain the facility on the LEASE PREMISES. RIDE ON agrees to provide public programs and services, generally described in Exhibit "B". DISTRICT acknowledges that building specialized programming for a community equestrian education center takes time, financial resources and unique skills. A delay or failure by RIDE ON to provide individual elements in Exhibit B shall not be grounds for termination of this agreement. RIDE ON agrees to perform each of the aforementioned as consideration for the LEASE PREMISES. In carrying out these purposes, RIDE ON shall have the exclusive use and occupancy of said leasehold property subject to the terms and conditions of this Lease. RIDE ON shall provide all personnel, materials, and equipment necessary to carry out the terms and provisions of the Lease.

2. DESCRIPTION OF PREMISES

The DISTRICT hereby leases to RIDE ON, on the terms and conditions set forth below, and RIDE ON hires and rents from DISTRICT the following property generally referred to as the LEASE PREMISES:

- A. The land, along with all fixtures, fences, corrals, improvements and buildings located thereon, having a common address of 4790 W. Lynn Road (formerly known as 4801 Potrero Road), Newbury Park, California, 91320 and more particularly described on Exhibit "A" attached hereto and made a part hereof as though set forth in full. Further, RIDE ON is hereby given license to use the land to provide public equestrian services and programs in accordance with DISTRICT regulations, CITY Zoning and Permitting Authority, laws and regulations of California, the bylaws of RIDE ON, and regulations governing 501(c)(3) entities.

3. USE OF PREMISES

License is given to RIDE ON for the purpose of operating a public equestrian center, and RIDE ON retains the right to design and implement and control those public equestrian non-DISTRICT programs; RIDE ON will at all times observe and abide by DISTRICT'S rules and regulations.

Should a caretaker's and/or ranch manager residence be requested, the selection and approval of the caretaker and/or ranch manager shall include a criminal background check, and be the subject of a separate agreement between RIDE ON and the caretaker and/or ranch manager. Prior to execution of that caretaker and/or ranch manager agreement, the DISTRICT retains the right to review the agreement and interview the applicant. RIDE ON shall use the premises for the aforementioned purposes and for no other use without DISTRICT's written consent.

- A. All DISTRICT and RIDE ON improvements shall comply with the Special Use Permit, SUP 05-70416, issued by the CITY Planning Commission per Resolution No. 104 -2005 PC for use of premises, and any subsequently issued land use entitlement permit including any necessary special event or use permit. CONDITIONS OF APPROVAL for SUP 05-70416, copies of which RIDE ON acknowledges having received and reviewed.

- B. RIDE ON shall not do, bring, or keep anything in or about the premises that would cause cancellation of any insurance covering the premises.
- C. Nothing in this section shall be construed to prohibit appropriate structure mounted security and safety lighting. Any such security /safety lighting shall be configured to minimize any impact on adjacent residences. RIDE ON shall be responsible for assuring that any such security/safety lighting is installed and maintained pursuant to all applicable zoning, building and electrical code requirements.
- D. RIDE ON shall comply with all laws concerning the premises, or RIDE ON' s use of the premises.
- E. RIDE ON shall not use the premises in any manner that will constitute a waste OR nuisance.
- F. RIDE ON shall not use the premises for the preparation, manufacture or mixture of anything that might emit an odor or objectionable noise, or light onto adjacent properties, other than that commonly associated with a properly maintained and operated equestrian facility.
- G. RIDE ON shall determine user fees for boarding by conducting a market survey analysis of comparable facilities in Los Angeles, Orange, and Ventura Counties. RIDE ON user fees shall not exceed 33% above the median for comparable facilities and shall not be below the median for comparable facilities. DISTRICT may request a copy of RIDE ON's survey or, if such survey is older than one year, request RIDE ON to conduct an updated survey. RIDE ON shall post its fees, including fees for special services (i.e. specific feed) on its website and in an area viewable by public.
- H. RIDE ON shall maintain a set of standards and rules for the facility which shall be available on its website and posted on site in an area viewable by the public.

4. **TERM**

The term of this lease shall be 40 years, commencing upon execution of this lease, and terminating March 17, 2061. Upon the mutual agreement of both parties, the lease may be extended for an additional 20-year option term. On an annual basis, RIDE ON will deliver an Annual Report to the Board of Directors of the Conejo Recreation and Park District on or about February 1 of each year, which shall include, but not limited to:

- A. Identifying activities and programs for that year, including:
 - 1) Activities and programs that were available and delivered to the public.
 - 2) Therapeutic activities and programs that were available and delivered.
- B. Current User Fees for boarding, special services, and community programming.
- C. Financial report which may be met by posting RIDE ON's audit or tax forms on its website.

- D. A summary of capital improvements and significant maintenance or operational issues for that year.
- E. Plans for the upcoming year including identifying financial, site expansion, and programming goals.

5. **ANNUAL FEE**

Upon presentation of the Annual Report to the Board of Directors, RIDE ON agrees to pay DISTRICT as an annual fee \$40.00 per year.

6. **CAPITAL IMPROVEMENTS**

RIDE ON acknowledges that immediately prior to the commencement of this Lease, RIDE ON has inspected said premises and accepts said premises in its "as is" condition subject to Sections 7 and 8A of this LEASE, and, RIDE ON agrees to quit and deliver said premises to DISTRICT at the end of the term of this Lease in as good condition, ordinary reasonable use, wear and damage by the elements excepted, as the same are now or may hereafter be put in. See also Section 21: the DISTRICT will defend and indemnify RIDE ON for any condition, encumbrances or liens that may exist as of the date of this agreement.

As consideration for use of the property, DISTRICT and RIDE ON agree to provide and manage and fund capital improvements worth approximately \$2,265,000 to the premises as described in Exhibit C.

- A. The DISTRICT and RIDE ON shall make best efforts to complete the Capital Improvements as described in Exhibit C, in accordance with the phased timeline and be fully completed no later than January 1, 2025.
- B. The DISTRICT shall be responsible for 86.75% of the funding for the Capital Improvements and RIDE ON shall be responsible for 13.25% of the funding for the Capital Improvements.
- C. By January 15 of each year until and including January 15, 2025 or until the full completion of the Capital Improvements described in Exhibit C, DISTRICT shall prepare an accounting (example in Exhibit D) of each preceding year's completed projects in progress projects including costs paid and funding sources. Outside funding sources (i.e. grants) obtained by the DISTRICT shall reduce the overall costs of projects and thus the funding responsibility of both the DISTRICT and RIDE ON. Outside funding sources (i.e. grants) obtained by RIDE ON, services in kind obtained by RIDE ON, and funding provided by RIDE ON for projects shall be accounted towards only RIDE ON's funding responsibility. Grants and services obtained by RIDE ON from DISTRICT shall be credited 50% towards the RIDE ON's funding responsibility.
- D. At the completion of all the Capital Improvement projects, DISTRICT shall provide a final accounting report to RIDE ON. RIDE ON shall pay DISTRICT in six (6) equal annual installments RIDE ON's remaining responsibility as repayment of funds advanced by CRPD for the completion of the Capital Improvements or

provide an accounting of improvements made which fully or partially fulfill this obligation. Such installments or accounting are due no later than February 1 of each year and may be included in RIDE ON's Annual Report. The first installment is due no earlier than February 1, 2025 and no later than the first February 1 after the full completion of the Capital Improvements described in Exhibit C.

- E. RIDE ON and DISTRICT shall collaborate and coordinate in making best efforts for the completion of long-term objective Capital Improvement projects at described in Exhibit E. Outside funding sources (i.e. grants) obtained by RIDE ON, services in kind (as mutually determined) obtained by RIDE ON, and funding provided by RIDE ON for projects in Exhibit E shall be accounted towards only RIDE ON's funding responsibility.
- F. In the event RIDE ON and DISTRICT mutually agree to alter or abandon an item in Exhibit C, or an item comes in under budget, those budgeted funds will remain dedicated to other, mutually agreed upon, items or cost overruns or contingencies at the facility.
- G. Exhibit F graphically represents the general location on the LEASE PREMISES of Capital Improvement projects described in Exhibit C and Exhibit E.

7. ADDITIONAL CAPITAL IMPROVEMENTS AND ALTERATIONS

No additional capital improvements in excess of \$25,000 shall be acquired or installed by RIDE ON without the prior written approval of the DISTRICT.

RIDE ON further agrees, in connection with any improvement constructed or installed in excess of \$25,000 by RIDE ON pursuant to this Lease that:

- A. RIDE ON shall submit to DISTRICT for approval a description of proposed work or detailed construction plans and specifications if available for all improvements prior to construction of same. All plans shall be subject to approval by the DISTRICT and if necessary, the CITY prior to any construction. All installation and construction work done at any time by RIDE ON or contractor in or upon the premises shall conform in all respects to the approved detailed plans and specifications, applicable statutes, ordinances, building codes, and rules and regulations of the DISTRICT and CITY (Public Works, Building and Planning Divisions), which reserve the right to inspect the installation at any time to insure that all work is and complies with approved and satisfactory plans specifications, and to order any alteration or correction to comply with the approved plans and specifications.
- B. RIDE ON, or its contractor shall, at its own expense, procure all building, fire, safety, and other permits necessary for such work. DISTRICT shall make best efforts to assist RIDE ON in coordinating all permits.
- C. RIDE ON shall not make any alterations in excess of \$25,000 to the LEASE PREMISES or any improvement hereafter installed thereon without DISTRICT's

written consent. Any alteration to a fixture shall remain on and be surrendered with the premises on expiration of, or termination of the term, or except that DISTRICT can elect within thirty (30) days before expiration of the term, or within five (5) days after termination of the term, to require RIDE ON to remove any such alteration that RIDE ON has made to the LEASE PREMISES, unless the parties have otherwise agreed. If DISTRICT so elects, RIDE ON at his cost, shall restore the LEASE PREMISES to the condition designated by DISTRICT in its election before the last day of the term, or within ninety (90) days after notice of the election is given, whichever is later.

- D. If RIDE ON makes any alteration to the LEASE PREMISES, as provided in this paragraph, the alteration shall not commence until two (2) weeks after DISTRICT has received notice from RIDE ON stating the date the alteration is to commence so that DISTRICT can post and record an appropriate Notice of Non-Responsibility. This does not apply to alterations made by RIDE ON staff.
- E. RIDE ON or its designee will act as an independent contractor and will have control of all work and the manner in which it is performed. Any provision in this Agreement that may appear to give DISTRICT the right to direct RIDE ON as to the details of doing the additional capital improvements and alterations or to exercise a measure of control over the additional capital improvements and alterations means that RIDE ON will follow the direction of DISTRICT as to end results of the work only.
- F. The improvements shall become property of the DISTRICT upon completion. RIDE ON shall be responsible for maintaining the improvements to industry standards to ensure safe operations.

8. MAINTENANCE

- A. RIDE ON and DISTRICT acknowledge the full extent of existing conditions is unknown at this time and Exhibit C represents a summary of planned improvements to remedy prior construction and deferred maintenance. RIDE ON and DISTRICT shall collaborate and coordinate and make best efforts for the remediation of repairs and deferred maintenance including by modifying Exhibit C when mutually agreed. Paragraphs 8B and 8C of this section will be understood in this light.
- B. RIDE ON at its cost shall maintain in good and sanitary condition for its intended use all portions of the LEASE PREMISES, including without limitation the land, utilities, interior and exterior of all buildings and structures, including all fuel modification/weed abatement in accordance with Ventura County Fire District guidelines for such buildings and structures and including all sidewalks, driveways, parking areas, fauna, grass, landscaping and planting, fences, corrals, horse trails, auxiliary structures, improvements and fixtures located thereon or hereafter installed, located or placed thereon by RIDE ON, as well as RIDE ON' s personal property installed, used or maintained thereon with the written permission of the DISTRICT.

- C. Facilities located on said LEASE PREMISES, including structures, mechanical and plumbing facilities, shall not be used for any purpose other than that for which constructed, and it shall be the responsibility of RIDE ON to carry out this condition. The expense of any breakage, stoppage, damage, or injury to person or property resulting from a violation of this subparagraph shall be borne if RIDE ON, his by RIDE ON, employees, agents or invitees, guests or customers have caused it.
- D. RIDE ON shall store within the LEASE PREMISES, at such place indicated by the DISTRICT, and in a manner approved the DISTRICT, all trash, garbage, refuse, manure and other waste material, and arrange for the regular pickup and disposal thereof, at RIDE ON' s expense, not less than one time per week or as necessary. RIDE ON shall not store any hazardous or toxic substances within the LEASE PREMISES.
- E. RIDE ON shall conduct a reasonable inspection of the premises to identify and schedule needed repairs at least once a week.

Maintenance of the facilities shall be consistent with DISTRICT and community standards for like facilities. Should a disagreement arise regarding those standards, such disagreement shall be adjudicated by the General Manager of the DISTRICT whose decision shall prevail.

RIDE ON is responsible for the repair and/or replacement of all fixtures, fences, corals, improvements, buildings and equipment on LEASE PREMISES.

9. SECURITY

RIDE ON shall be responsible for any and all security which RIDE ON deems is reasonable.

10. ABANDONMENT

RIDE ON shall not vacate or abandon the premises at any time during the term; and RIDE ON shall at all times operate, maintain, and manage the premises consistent with the use and purposes as set forth in this Agreement.

If RIDE ON abandons, vacates, or surrenders said premises, or be dispossessed by process of law, or otherwise, any personal property not belonging to DISTRICT shall be removed by RIDE ON within thirty (30) days, or, at DISTRICT's option, be deemed to be abandoned and become subject to the control and management of DISTRICT for all purposes. Any improvements to the premises become the property of the DISTRICT and shall remain should the RIDE ON surrender the premises for any reason.

11. UTILITIES

RIDE ON shall be responsible for the payment when due and owing of all charges for the care and maintenance of said premises, including garbage, waste, trash,

manure, refuse removal and disposal, gas, water, electric and telephone utilities supplied to said premises during the term hereof.

12. TAXES AND FEES

RIDE ON and DISTRICT agree that the purpose of this LEASE is to promote the nonprofit public benefit as stated in the organizing documents of RIDE ON and DISTRICT and acknowledge that the real property and improvements and other facilities of DISTRICT in the future will be exempt from taxation.

RIDE ON shall pay before delinquency all taxes, assessments, license fees, and other charges, including City Business License Taxes or fees that are chargeable, levied or assessed against RIDE ON' s personal property installed or located in or on the leased premises, or that arise out of RIDE ON' s maintenance and use of said premises for conducting the aforementioned business or RIDE ON on said premises, and that become payable during the term of this lease. On demand of DISTRICT, RIDE ON shall furnish DISTRICT with satisfactory evidence of those payments, if any taxes, license fees or other charges are levied against RIDE ON or RIDE ON' s property or the charges, RIDE ON on demand shall immediately reimburse DISTRICT for the sum of the taxes, licenses or charges levied against RIDE ON unless directly paid by RIDE ON. It is understood that DISTRICT shall have the right to pay the taxes, license fees and charges regardless of the validity of the levy, and upon payment, RIDE ON shall, on DISTRICT's demand, reimburse DISTRICT.

RIDE ON acknowledges that the real property and improvements and other facilities of DISTRICT in the future will be exempt from taxation, in the event that by reason of this lease agreement a possessory interest subject to property tax may be created. RIDE ON shall be responsible for any possessory interest taxes, or any other tax that may be applicable due to their use of the premises.

RIDE ON further acknowledges, understands, and hereby agrees to pay and assume, when due and owing, and hold DISTRICT free and harmless from liability thereon, all such tax levied by reason of such possessory interest. In this regard the following notice is given to RIDE ON.

NOTICE.

Pursuant to S107. 6 of the California Revenue and Taxation Code a possessory interest as defined in Revenue & Taxation Code S107 and S107.4 may be created by this agreement, and may be subject to property taxation, in which event the private party to this agreement in which the possessory interest is vested may be subject to the payment of property tax levied on such interest."

13. COVENANT OF CONTINUOUS OPERATION

During all usual business hours, and on all days a comparable business of like nature in the area is open for business, RIDE ON shall continuously and uninterruptedly occupy and use the premises for the purposes herein specified. Notwithstanding the foregoing, it is agreed that said premises shall be open at least between the hours of 8:00 A. M. and 4:30 P.M. on each weekday, between the hours of 8:00 A.M. and

5:00 P. M. on each Saturday and Sunday and holidays (exclusive of December 25 Christmas), unless agreed otherwise by the DISTRICT in writing.

Boarders shall be able to arrange for access to the leased premises during hours that the facility is not open by contacting RIDE ON' s authorized on -site employee. The premises shall be open until 7 :00 P. M. at all times subject to daylight savings time.

RIDE ON may alter hours of operation in accordance with local public health orders (i.e. COVID-19).

14. MECHANIC'S LIENS

RIDE ON shall pay when due all sums of money that may become due for any labor, services, materials, supplies or equipment alleged to have been furnished to, or to be furnished for, RIDE ON in, at, upon or about the LEASE PREMISES, and which may be secured by any lien, mechanic's lien, material man' s lien, or other lien, or stop notice, whether against the premises, or against the DISTRICT's interest in the LEASE PREMISES, or against the DISTRICT, and RIDE ON shall cause any such lien to be fully discharged and released.

15. RIDE ON'S COVENANTS

RIDE ON shall comply with each and every term and obligation imposed upon RIDE ON pursuant to this Lease, and in addition, but not limited thereby, perform the following covenants.

- A. RIDE ON shall assume and pay when due and owing all day-to-day operating costs of maintaining and operating said business, and said premises, including all payroll, feed costs, hay costs, and other charges.
- B. RIDE ON shall acquire and maintain insurance as required in Section 22.
- C. RIDE ON covenants to observe, enforce and comply with all local ordinances and State laws relative to the keeping, harboring disposition of animals.
- D. RIDE ON agrees to maintain a record of all written complaints received.
- E. RIDE ON agrees to maintain all barns, corrals and other animal shelters or storage areas in a humane manner, and to keep said premises in a sanitary condition at all times, and that RIDE ON will use humane methods of care and destruction of any animals coming under his control.
- F. RIDE ON agrees that no person shall, on the ground of race, color, national origin, gender or age, be excluded from participating in, be denied the benefits of, or be subject to discrimination under any program or activity of RIDE ON hereunder. Any person may be denied participation based upon ability to safety participate. Liability insurance standards may be relied upon to determine ability to safely participate.

G. RIDE ON agrees that he will not discriminate against any employees or applicant for employment because of race, creed, color, national origin, age, or sex. Any person may be denied employment based upon ability to safely perform job functions. Liability insurance standards may be relied upon to determine ability to safely perform.

16. DEFAULT

- A. The occurrence of any of the following shall constitute a default by RIDE ON:
- 1) Abandonment and vacation of the premises, including the failure to occupy the premises, and operate the business thereon for ten (10) consecutive days.
 - 2) Failure to perform any provision of this Lease, including care of animals and providing of public equestrian services, if the failure to perform is not cured within thirty (30) days after written notice has been given to RIDE ON to cure said default. If the default cannot reasonably be cured within thirty (30) days, RIDE ON shall not be in default of this Lease if RIDE ON commences to cure the default within said thirty (30) day period and diligently and in good faith continues to cure the default.

No notice under this subsection shall be deemed a forfeiture or termination of this lease unless DISTRICT so elects in the notice.

- B. If RIDE ON commits a default, DISTRICT shall have the following remedies. These remedies are not exclusive; they are cumulative, in addition to any remedies now or later allowed by law:
- 1) DISTRICT can continue this Lease in full force and effect, and the Lease will continue in effect as long as DISTRICT does not terminate RIDE ON's right to possession. Such election shall not be deemed a waiver of DISTRICT' s right at any time to demand that RIDE ON correct said default or to enforce this Lease.
 - 2) DISTRICT can terminate RIDE ON' s right to possession of the premises at any time if RIDE ON defaults as described above. No act by DISTRICT other than giving notice to RIDE ON shall terminate this Lease. Acts of maintenance, emergency repairs, or other acts taken by DISTRICT to protect said premises or the public shall not constitute a termination of RIDE ON' s right of possession without such notice.
 - 3) DISTRICT at any time after RIDE ON commits a default under this Lease can cure the default at RIDE ON's cost. If DISTRICT at any time by reason of RIDE ON' s default pays any sum or does any act that requires the payment of any sum, or the occurrence of any cost, the sum paid or cost incurred by DISTRICT shall be due immediately from RIDE ON to DISTRICT at the time the sum was paid, and if paid at a later date, shall bear interest at the rate of ten percent (10 %) per annum from the date the sum is paid by the DISTRICT until DISTRICT is reimbursed by RIDE ON.
- C. Capital Improvement repayment installments not paid within ten (10) days of when due shall bear interest at the rate of ten percent (10%) per annum until paid.

- D. DISTRICT shall be in default under this Lease if it fails or refuses to perform any provision of this Lease that it is obligated to perform, if the failure to perform is not cured within thirty (30) days after notice of the default has been issued.
- E. If DISTRICT commits a default RIDE ON shall have the remedies to either cure the default at DISTRICT's expense or to terminate this lease.

17. TERMINATION BY DISTRICT

In the event of a default by RIDE ON under the terms of Section 16A, DISTRICT, by notifying RIDE ON in writing, may upon 30 calendar days' notice, terminate with cause this Agreement. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by DISTRICT to RIDE ON within 30 days following submission of a final statement by RIDE ON unless termination is pursuant to remedies provided in paragraph 16B. In such event, RIDE ON shall be compensated only to the extent required by law.

18. SURRENDER OF PREMISES AND HOLDING OVER

- A. On the termination of this Lease, RIDE ON shall surrender to DISTRICT the LEASE PREMISES, along with all improvements, including but not limited to stalls, piping and fencing, all additions and alterations thereon, in good condition except for ordinary wear and tear occurring after the last required maintenance by RIDE ON, or destruction of the LEASE PREMISES as covered by this Lease, and with the exception of any property that RIDE ON has the right to remove or is obligated to remove under the provisions of this Lease. RIDE ON shall remove all his personal property, which shall not include any stalls, piping or fencing, prior to the termination date and perform all restoration necessary by removal of any alterations or RIDE ON' s personal property within ninety (90) days after the termination of the Lease. DISTRICT can elect to retain or dispose of in any manner any alteration or RIDE ON' s personal property that RIDE ON does not remove from the premises on expiration or termination of the lease, as allowed or required by this lease, by giving at least thirty (30) days' notice to RIDE ON. Title to any such alteration or RIDE ON' s personal property that DISTRICT elects to retain or dispose of on the expiration of the ninety (90) day period, shall vest in DISTRICT. RIDE ON waives all claims against the DISTRICT for any damage to RIDE ON resulting from DISTRICT's retention or disposition of any such alteration, or RIDE ON' s personal property. RIDE ON shall be liable to DISTRICT for DISTRICT's costs of storing, removal and disposal of any alterations, or RIDE ON' s personal property. If RIDE ON fails to surrender the premises to DISTRICT on the expiration of the term, as required by this subparagraph, RIDE ON shall hold DISTRICT harmless from all damages resulting from RIDE ON' s failure to surrender the premises.
- B. If RIDE ON, with DISTRICT's consent, remains in possession of the premises after the expiration or termination of the term, such possession shall be deemed to be a month -to -month tenancy, terminable on ninety (90) days' notice. All provisions

of this Lease, days; notice given at any time by either party, except those pertaining to the term shall apply to the month-to-month tenancy.

C. Upon termination of this Lease should the DISTRICT elect to retain any of the improvements, as defined in Section 7, installed on said LEASE PREMISES by said RIDE ON, RIDE ON shall receive either a credit toward any sums that RIDE ON may owe DISTRICT pursuant to this Lease, or if none, reimbursement forthwith for the value of said improvement at the date of termination. The value of said improvement, as used herein, shall be determines as follows:

1) The actual cost to RIDE ON of procuring or installing said improvement as determined at the time of its installation in accordance with the terms and provisions of this Lease.

2) Less the dollar amount of any damage or depreciation thereto caused by wear, tear, or Act of God or third parties.

19. RIDE ON'S RECORD ACCOUNT AND STATEMENTS AND DISTRICT'S AUDIT

All sales, financial transactions and revenue receipts shall be recorded and maintained by RIDE ON in RIDE ON'S usual course of business and in a form and fashion that RIDE ON has maintained for its other locations. Such records and accounts shall be made readily available to the DISTRICT at any time to examine and/or audit.

20. RELATION OF THE PARTIES

The relationship of the parties to this Agreement shall be that of independent contractors and that in no event shall RIDE ON be considered an officer, agent, servant, or employee of DISTRICT. RIDE ON shall be solely responsible for any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the described work.

21. HOLD HARMLESS AND INDEMNITY

RIDE ON agrees to hold the Conejo Recreation and Park District ("DISTRICT"), their elected officials, officers, agents, and employees, consultants, and contractors, harmless from all of RIDE ON' s claims, demands, lawsuits, judgments, damages, losses, injuries or liability to RIDE ON, to RIDE ON's employees, to RIDE ON's subcontractors, or to the owners of RIDE ON's company, which damages, losses, injuries or liability occur during the term of this Agreement, or occur while RIDE ON is on DISTRICT property, or which are connected, directly or indirectly, with RIDE ON' s performance of any activity or work required under this Agreement, unless such damage results solely from the gross negligence or intentional misconduct of the DISTRICT, their elected officials, officers or employees

Defense and Indemnity of Third-Party Claims /Liability. RIDE ON shall investigate, defend, and indemnify the DISTRICT, their elected officials, officers, agents, employees, consultants, and contractors, from any claims, lawsuits, demands, judgments, and all liability including, but not limited to, monetary or property damage,

lost profit, personal injury, wrongful death, automobile, infringement of copyright/patent/trademark, or general liability, an error, professional errors and omissions arising out of, directly or indirectly, negligence, or omission of RIDE ON or any of RIDE ON' s officers, agents, employees, representatives, sub -consultants, or subcontractors, or the willful misconduct of RIDE ON employees, representatives, sub -consultants, or any of RIDE ON' s officers, agents, subcontractors, in performing the activities described in, or normally associated with, this facility unless such damage is due to the gross negligence of the DISTRICT. The duty to defend shall include any suits or actions concerning any activity, product or work required under this Agreement, and also include the payment of all court costs, attorney fees, expert witness costs, investigation costs, claims adjusting costs and any other costs required for and related thereto.

No Waiver. DISTRICT does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by DISTRICT, or the deposit with DISTRICT, of any insurance certificates or policies described in Section 22.

The DISTRICT will defend and indemnify RIDE ON for any condition, encumbrances or liens that may exist as of the date of this agreement.

22. INSURANCE

RIDE ON shall, at RIDE ON's sole cost and expense and throughout the term of this Agreement and any extensions thereof, carry workers' compensation statutory benefits as required by law. RIDE ON shall also, at RIDE ON' s sole cost and expense and throughout the term of this Agreement and any extensions thereof, carry: General Personal Injury/Property Damage Liability insurance and Automobile Liability insurance with liability limits of not less than \$3,000,000 each claimant, and \$1,000,000 each occurrence for the injury or death of a person or persons, and property damage (which policy may have an aggregate annual limit, but in an amount of no less than \$5,000,000). All insurance policies shall be issued by a financially responsible company or companies authorized to do business in the State of California. DISTRICT, its elected officials, officers, and employees, shall be named as additional insured. RIDE ON shall provide DISTRICT with copies of certificates (on DISTRICT certificate form or an Accord form as modified per DISTRICT direction) for all policies, with the appropriate named additional insured coverage and an endorsement that they are not subject to cancellation without 30 days prior written notice to DISTRICT or as provided by State law. Proof of insurance and additional insured certificates shall be provided to DISTRICT prior to Occupancy of the leased premises and shall be maintained current throughout the term of this agreement.

23. MISCELLANEOUS

Whenever the singular number is used in the Lease, and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and the word " person" shall include the plural or DISTRICT. The word "DISTRICT" includes all authorized agents, employees, and

representatives thereof. The word " RIDE ON" includes, unless expressly indicated otherwise Ride On Therapeutic Horsemanship, it's officers and employees.

24. DISTRICT PROJECT COORDINATION, SUPERVISION AND MANAGEMENT

The DISTRICT's Parks and Planning Division will monitor the progress and execution of this Agreement. The DISTRICT's Parks and Planning Division representative may make any decisions or approvals contemplated herein except that this agreement may not be amended except in writing approved by the DISTRICT's Board of Directors.

25. PERSONAL SERVICES /ASSIGNMENT /SUBCONTRACTOR

RIDE ON is deemed to be especially experienced and shall be directly involved with all management and operations. Should RIDE ON not continue to be directly involved with management and operations for any reason, DISTRICT may terminate this Agreement. Programs and services may be subcontracted, but primary management and operational responsibility remains with RIDE ON.

This Agreement is not transferrable nor assignable by RIDE ON without DISTRICT's prior consent in writing.

26. BUSINESS OPERATION

RIDE ON agrees to operate the business authorized by this Lease and to devote all time reasonably necessary to the supervision of said business. RIDE ON further agrees that it will not hire or retain any employee who by his conduct is offensive to the general public or endangers the health, safety, and welfare of any person on said premises. Conduct, as used herein, includes failure to act, failure to maintain a clean personal appearance under the circumstances, and an illegal or unreasonable excessive use of alcohol or drugs.

27. WAIVER; REMEDIES CUMULATIVE

Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a No express written party to take any action with respect to such default or breach. waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and /or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

28. CONFLICT OF INTEREST

RIDE ON is unaware of any DISTRICT employee or official that has a financial interest in RIDE ON's business. During the term of this Agreement and /or as a result

of being awarded this Agreement, RIDE ON shall not offer, encourage or accept any financial interest in RIDE ON' s business by any DISTRICT employee or official.

29. CONSTRUCTION OF LANGUAGE OF AGREEMENT

The provisions of this Agreement shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against It shall be construed consistent with the provisions hereof, in order to any party. achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

30. MITIGATION OF DAMAGES

In all situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

31. GOVERNING LAW

This Agreement, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation occur, venue shall be in Superior Court of Ventura County.

32. MODIFICATION OF AGREEMENT

The tasks described in this Agreement and all other terms of this Agreement may be modified only upon mutual written consent of DISTRICT and RIDE ON.

33. USE OF THE TERM "DISTRICT"

Reference to "DISTRICT" in this Agreement includes General Manager or any authorized representative acting on behalf of the DISTRICT.

34. PERMITS AND LICENSES

RIDE ON, at its sole expense, shall obtain and maintain, during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of activities under this Agreement, including those with outside agencies (i.e. National Park Service and California State Parks). DISTRICT shall make best efforts to assist RIDE ON.

35. CAPTIONS

The captions or headings in this Agreement are for convenience only and in no other way define, limit, or describe the scope or intent of any provision or section of the Agreement.

36. AUTHORIZATION

Each party has expressly authorized the execution of this Agreement on its behalf and officers, directors, bind said party and its respective administrators, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint venturers, insurance carriers and any others who may claim through it to this Agreement.

37. **ENTIRE AGREEMENT BETWEEN PARTIES**

Except for RIDE ON' s proposals and submitted representations for obtaining this Agreement, this Agreement supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services, and contains all of the covenants and agreements between the parties with respect to said services.

38. **PARTIAL INVALIDITY**

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

39. **NOTICES**

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO DISTRICT:

Attention: Jim Friedl

General Manager

Conejo Recreation and Park DISTRICT

403 W. Hillcrest Drive

Thousand Oaks, CA 91360

Email jfriedl@crpd.org

TO RIDE ON:

Attention: Bryan McQueeney

10860 Topanga Canyon Blvd.

Chatsworth, CA 91311

40. **RIGHT OF ENTRY**

RIDE ON shall permit DISTRICT and its agents to enter into and upon said premises at all reasonable times for the purpose of inspecting the same, or performing work upon premises.

It is understood and agreed that the DISTRICT, or its agents or contractors, may at any time that the facility is open, enter the premises occupied by RIDE ON, for the purpose of inspecting said premises, observing the operations thereon, or for making any improvements or repairs necessary to carry out the purposes of this Lease, or to maintain said premises in a safe and sanitary condition, or to eliminate there from any nuisance or default of RIDE ON.

41. **DESTRUCTION OF PREMISES**

If the demised premises are by casualty or other causes rendered unfit and unusable for the purposes intended by the parties for a period exceeding 270 days, and provided RIDE ON does not within said time commence and diligently proceed to

cure said condition, then this lease may be terminated and neither party shall have any further obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

RIDE ON

CONEJO RECREATION AND PARK DISTRICT

By: _____

By: _____

Date: _____

Date: _____

EXHIBIT A

LEASE PREMISES

W Potrero Rd



0 37.5 75 150 225 300 Feet

EXHIBIT B

GENERAL DESCRIPTION OF PUBLIC PROGRAMS AND SERVICES

Ride On will work to build a variety of programs which enrich the quality of life for our community by enhancing recreational activities and access to and appreciation of open space with a range of equestrian activities which may include:

- Affordable horseback riding lessons in English, and western disciplines for riders of all abilities including individuals with disabilities.
- Clinics to help horse enthusiasts at all levels and continuing education for horse professionals
- Summer Camps for all
- Horseshows and group activities for Pony Club, 4-H, ETI, Safe Passages, Blue Shadows, Special Olympics and adaptive riding groups
- Community service projects for students, Scouts and YMCA and School field trips
- Outdoor education projects showcasing trail safety, animal and plant education, interpretive programs, hiking, stargazing, sustainable landscaping and best management for horse keepers
- Volunteer service days for local organizations and team projects for local businesses
- Educational partnerships to include CVUSD, Charter/Magnet and Home Schools, Cal State Channel Islands, CLU, Moorpark College, and other local universities supporting internships in equine management, vocational, and therapy disciplines
- Cooperative programming with CRPD, NPS, COSCA/Rangers, Sierra and other hiking clubs
- Access to open space by providing year round hourly trail rides for individuals with disabilities and the entire community.
- Access to affordable horse ownership by providing year round affordable boarding to the community.

EXHIBIT C

CAPITAL IMPROVEMENTS

PRIORITY	NUMBER	ITEM	GENERAL DESCRIPTION	ESTIMATED COST
PRIORITY #1	1.1	B&S Permits & Upgrades	Allowance	\$25,000
BEFORE JANUARY 2022	1.2	Electrical Repairs	Allowance	\$25,000
	1.3	Caretaker Living Quarters	14' x 52' Single-wide, 2+1 Installation Demo and Remove Existing	\$90,000
	1.4	Earthquake and Fire Water Truck	2,500 gallon water truck for: •Earthquake water supply •Daily arena/road dust control •Fire	\$90,000
	1.5	Pens (3 TOTAL)	Rebuild existing round pen and build 1 new 60' diameter round and 1 70' x150' rectangle pens	\$45,000
	1.6	Turnouts	Rebuild existing six turnouts	\$40,000
	1.7	Covered Parking Bays	Bays for 1.4 Water Truck and 5.1 Truck/Trailer	\$100,000
	1.8	Lease to own equipment		\$150,000
			SUBTOTAL	\$565,000
PRIORITY #2	2.1	Ranch Manager Apartment & Office	28' x 56 double-wide duplex. 784 sq. ft 2+1 living quarters and 784 sq. ft office with ADA bathroom and meeting space	\$200,000
BEFORE JANUARY 2023	2.2	Deferred Stall Maintenance	Rebuild existing footing in stalls - 75 total	\$35,000
			SUBTOTAL	\$235,000
PRIORITY #3	3.1	Rent String Office & Tack	16' x 48' Single wide, 2 x ADA bathrooms, office and tack storage Installation Demo and Remove Existing	\$90,000
BEFORE JANUARY 2024	3.2	Rent String Tack/Shade Structures	36' x 48' Covered Cross tie area by FCP Reinforce existing pasture shelters	\$70,000
	3.3	Arena Lighting	Musco LED arena lighting – 6 poles west ring Convert existing 2 pole light to LED	\$160,000
	3.4	(2) Arena Reconstruction	Rebuild existing footing in two arenas with permanent railing	\$80,000
			SUBTOTAL	\$400,000
PRIORITY #4	4.1	(3) Arena Reconstruction	Rebuild Roping and Jumping Arenas •Remove existing footing •Regrade sub-base •Install new DG base •Install new sand footing •Install new permanent railing	\$150,000
BEFORE JANUARY 2025	4.2	Bioswale Protection 56 Stall Replacement Barns	4 x 14 horse stall mare motels. •56 x 24' x 24' horse stalls •3 x ADA bathrooms •4 x feed room •4 x tack •2 x washrack	\$840,000
	4.3	Wildfire Response 80 Horse Evacuation Stalls	Convert 40 existing boarding 24' x 24' stalls into 80 - 12' x 24' evacuation and show stalls. •Purchase 40 x 24' double gate panels and install •Regrade/refresh base to slope away from bioswale •Plumbing for 40 additional waterers and install	\$75,000
			SUBTOTAL	\$1,065,000
			TOTAL RIDE ON AREA IMPROVEMENTS	\$2,265,000

EXHIBIT D

CAPITAL IMPROVEMENT ACCOUNTING EXAMPLE

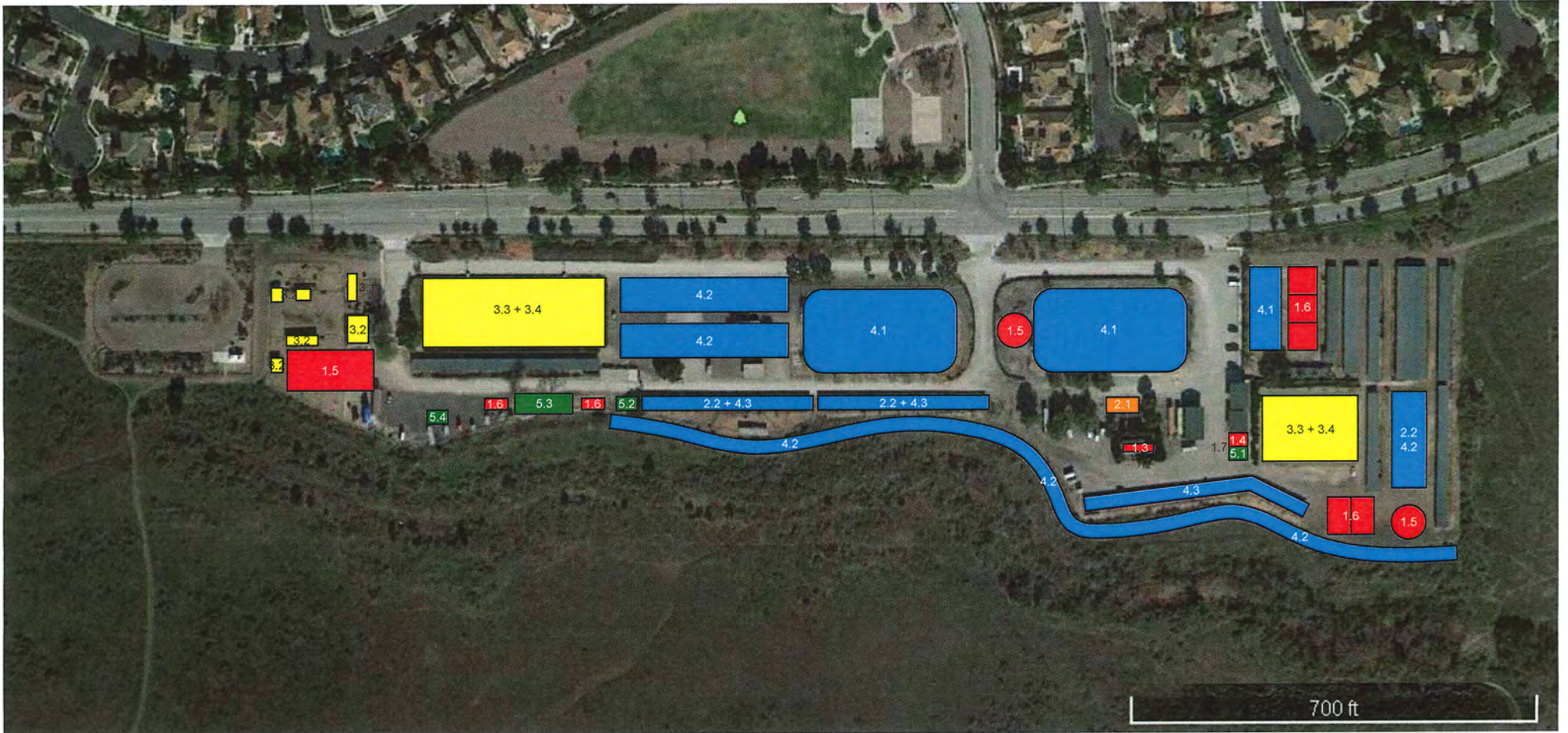
CONEJO RECREATION AND PARK DISTRICT/RIDE ON		REPORT ENDING	January 1, 2022					
RANCHO POTRERO CAPITAL IMPROVEMENT ACCOUNTING								
DATE COMPLETED OR PROGRESS DATE	PROJECT	DISTRICT FUNDING	DISTRICT OBTAINED FUNDING	RIDE ON FUNDING	RIDE ON OBTAINED FUNDING	RIDE ON GRANTS FROM DISTRICT	OVERALL PROJECT COST	NOTES
June 1, 2021	Round Pen Installation	\$45,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45,000.00	
August 1, 2021	Ranch Manager Apartment and Office	\$180,000.00	\$0.00	\$25,000.00	\$0.00	\$25,000.00	\$230,000.00	RIDE ON OBTAINED \$25K MATCHING GRANT FROM DISTRICT
December 1, 2021	Deferred Stall Maintenance	\$10,000.00	\$0.00	\$0.00	\$25,000.00	\$0.00	\$35,000.00	RIDE ON OBTAINED \$25K LA84 GRANT
December 1, 2021	Arena Lighting	\$100,000.00	\$60,000.00	\$0.00	\$0.00	\$0.00	\$160,000.00	DISTRICT OBTAINED \$60K SCE GRANT
January 1, 2022	Arena Reconstruction	\$100,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100,000.00	PROJECT IN PROGRESS; COSTS SPENT TO DATE
	TOTALS	\$435,000.00	\$60,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$570,000.00	
								NOTES
A	TOTAL OVERALL PROJECT COSTS		\$570,000.00					
B	MINUS DISTRICT OBTAINED FUNDING		\$60,000.00					
C	OVERALL FUNDING RESPONSIBILITY		\$510,000.00	LINE A - LINE B				
D	RIDE ON RESPONSIBILITY (%)		13.25%					
E	RIDE ON RESPONSIBILITY (\$)		\$67,575.00	LINE D * LINE C				
F	RIDE ON OBTAINED GRANTS FROM DISTRICT		\$25,000.00					
G	50% CREDIT FOR RIDE ON OBTAINED GRANTS FROM DISTRICT		\$12,500.00	LINE F * 0.5				
H	RIDE ON FUNDING		\$25,000.00					
I	RIDE ON OBTAINED FUNDING		\$25,000.00					
J	RIDE ONE CONTRIBUTIONS FOR THIS YEAR		\$62,500.00	LINE G + LINE H + LINE I				
K	RIDE ON NET RESPONSIBILITY FOR THIS YEAR		\$5,075.00	LINE E - LINE J				
L	RIDE ON NET RESPONSIBILITY FOR PRIOR YEARS		\$13,175.00	LINE M FROM PRIOR YEAR				
M	TOTAL RIDE ON RESPONSIBILITY AS OF REPORT DATE		\$18,250.00	LINE K + LINE L				

EXHIBIT E

LONG TERM OBJECTIVE CAPITAL IMPROVEMENTS

PRIORITY	NUMBER	ITEM	DESCRIPTION	ESTIMATED COST
PRIORITY #5	5.1	Evacuation Stock Trailer & Truck	6-8 horse trailer for evacuation and transport + truck.	\$100,000
AS FUNDING ALLOWS	5.2	Veterinary Medical 2- horse isolation stalls	2 isolation stalls for injured or contagious horses; storage area for evacuation supplies, equine first aid, human first aid, AED.	\$35,000
LONG TERM OBJECTIVES	5.3	Manure Management	Pilot Best Practice On-site Composting	\$50,000
	5.4	Picnic Pavilion	Shaded picnic shelter for rental and programming use	\$50,000
			SUBTOTAL	\$235,000
OTHER	6.1	Area 1 Improvements	Trees, hardscape, outdoor classroom	\$600,000
			SUBTOTAL	\$600,000
			TOTAL IMPROVEMENTS	\$835,000

EXHIBIT F



LEGEND

FROM EXHIBIT C

- PRIORITY #1 - BEFORE JANUARY 2022
- PRIORITY #2 - BEFORE JANUARY 2023
- PRIORITY #3 - BEFORE JANUARY 2024
- PRIORITY #4 - BEFORE JANUARY 2025

FROM EXHIBIT E

- PRIORITY #5 - AS FUNDING ALLOWS

RANCHO POTRERO
COMMUNITY EQUESTRIAN CENTER
 CAPITAL IMPROVEMENT PROJECTS
 2021 0318

