



# Conejo Recreation & Park District

**GENERAL MANAGER**  
Jim Friedl

**BOARD OF DIRECTORS**  
Chuck Huffer, Chair  
George M. Lange, Vice Chair  
Nellie Cusworth, Director  
Doug Nickles, Director  
Marissa Buss, Director

**DATE:** October 5, 2023

**TO:** Board of Directors

**FROM:** Jim Friedl, General Manager

**SUBJECT:** Lease Agreement with Conejo Valley Botanic Garden

**GENERAL MANAGER EMERITUS**  
Tex Ward

## RECOMMENDATION

Authorize General Manager to enter into a Lease Agreement with Conejo Valley Botanic Garden.

## DISCUSSION

On October 18, 1973, the Board approved a fifty-year lease agreement with the Conejo Valley Botanic Garden (then called the Gregor Mendel Botanic Foundation) to operate the property as a botanic garden and arboretum for passive recreation, cultural, educational, and scientific purposes. Today, the 33-acre property has developed into fifteen unique specialty gardens, including scenic vistas of the Conejo Valley, and various hiking trails throughout the hillside property.

In order to continue the District's successful relationship with the Conejo Valley Botanic Garden, as well as account for changes of the organization managing the property, insurance requirements, etc., staff recommends entering into a new agreement for an additional five years with a five-year option with the attached Lease Agreement.

The original agreement is also attached as a reference.

## STRATEGIC PLAN COMPLIANCE

Meets 2023 Strategic Plan Goal 3.2.5: Maintain a capital improvement fund. Incentivize groups to improve District facilities through a grant funding application program for District-approved projects.

Meets 2023 Strategic Plan Goal 4.6: Partnerships. Build, maintain, and support local organizations engaged in activities consistent with the District's mission. Look for collaborative opportunities to expand services and fill unmet needs.

Respectfully submitted by,

Andrew J. Mooney, Administrator  
Parks and Planning

# **EXHIBIT A**

October 5, 2023 Lease  
Conejo Valley Botanic Garden

## LEASE

THIS LEASE is made and executed this 5<sup>th</sup> day of October 2023, by and between the CONEJO RECREATION AND PARK DISTRICT, a public entity, hereinafter referred to as "DISTRICT", Lessor, and the CONEJO VALLEY BOTANIC GARDEN , a California non-profit corporation, hereinafter referred to as "GARDEN", Lessee.

The parties agree as follows:

1. DESCRIPTION OF PROPERTY: The Lessor hereby leases to the Lessee, and the Lessee hires from the Lessor, on the terms and conditions hereinafter set forth, that certain real property situated in the City of Thousand Oaks, County of Ventura, State of California, sometimes known as a part of Assessor's Book 524, Page 090, Parcel 15, located generally at Gainsborough Road and McCloud Street.

Further, Lessee is hereby given rights of ingress and egress to said real property for use of Lessee and the general public.

2. TERM: The term of this lease shall be five (5) years, with an optional five-year extension. The term of the contract may be extended based on the mutual agreement of both parties.
3. RENT: Lessee hereby agrees to pay Lessor as rent therefor, during said term, in lawful money of the United States of America, the sum of One Dollar (\$1.00) per year, payable annually on the anniversary date of this Lease, each and every year during the term thereof.
4. USE: The real property is leased to Lessee for the purpose of Lessee's operating the property as a botanic garden and arboretum for passive recreational, cultural, educational, scientific and/or charitable purposes. However, Lessee agrees that Lessee will, at all times, observe and abide by the Conejo Recreation and Park District's rules and regulations for the operation and maintenance of the lease property and its improvements, if such shall subsequently be made. If the Lessee fails diligently to use the premises for any of its intended purposes for a period exceeding 120 days, excepting acts of God, strikes, riots, civil commotions, and other matters outside the reasonable control of Lessee, and provided Lessee does not within said time commence to use the premises as intended, then this lease shall terminate, and the Conejo Recreation and Park District will have the unconditional right to use the property and any improvements thereon for any and all of the stated public purposes.
5. INDEMNIFY: Lessee shall indemnify, defend and hold the DISTRICT and its Board members, officials, employees, agents, invitees, and volunteers harmless from and against any and all claims by or on behalf of any person or persons, firm or firms, corporation or corporations arising from any negligent act or omission either under this Agreement, by Lessee or any of its contractors, servants, employees, permittees, invitees or agents, from and against all claims and liabilities including; costs, judgements, attorney fees, and expenses incurred in or about any such claim, action, or proceeding brought thereon.
6. INSURANCE REQUIREMENTS : General liability insurance: The Lessee shall procure and maintain, for the duration of the use period contemplated herein, commercial general

liability insurance with coverage at least as broad as Insurance Services Office Form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

- A. Such insurance shall name DISTRICT, its officers, employees, agents, and volunteers as additional insureds prior to the use of the facility. The Lessee shall file certificates of such insurance with the DISTRICT, which shall be endorsed to provide thirty (30) days' notice to the DISTRICT of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, the DISTRICT may deny access to the facility.
- B. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the DISTRICT's self-insurance pool.
- C. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Lessee maintains higher limits than the minimums shown above, the DISTRICT requires and shall be entitled to coverage for the higher limits maintained by the Lessee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to DISTRICT.

7. MAINTENANCE AND WASTE: Lessee shall, at all times, exercise diligence in keeping property in neat and tidy condition and shall permit no nuisance or public hazard to exist thereon due to its operations. Lessee shall not permit trash or wastes to accumulate on the property. Lessor shall not be responsible for maintenance of the property except as provided hereunder:

- A. Lessor may perform maintenance functions at its discretion in the event it is deemed to be desirable for the purposes of safety, preservation, protection or public convenience.
- B. Lessor shall be responsible for all utility costs.
- C. Lessor will perform maintenance on public convenience areas such as restrooms, walkways, benches, lighting systems, parking lots, and bridges.

8. RESPONSIBILITIES OF PARTIES DEFINED: Lessor and Lessee agree that they will jointly draw up a master plan for the use of the property, and that all actions of each will be taken with reference to and proper regard for said plan. Such master plan shall cover

all physical attributes of the property, improvements thereon, and the biological surface cover thereof.

From time to time, Lessor and Lessee may jointly agree to modify, update, or otherwise enhance said master plan, in each instance jointly agreeing to such modification.

Lessor shall have the responsibility to insure the security of the property against vandalism, unwarranted trespass, and unauthorized use, keeping the property at all times suitable for its use as a public area of passive recreation. Lessor shall insure the public safety upon the property in the same fashion that such is insured in any public park. Lessor shall perform and direct all improvements upon the property which relate to public access and the control thereof and to the maintenance of such physical aspects of the property as may be required for correct environmental and ecological surroundings for the various plantings therein. Lessee shall have the responsibility of providing and selecting all flora to be introduced to the property and planted thereon, whether obtained by purchase, gift, or trade, subject to approval of Lessor. Lessee shall be responsible for identification, listing, maintenance of current taxonomic records, herbarium files and specimens, and all such files and correspondence as are customary to the operation of a properly managed botanic garden. Lessee shall be responsible for the planting and location of all specimens, within the overall planning of the area defined by the Lessor, except that, in the instance of very large specimens or trees, Lessee may seek the willing cooperation of Lessor to assist with labor or machinery. Lessee shall conduct, or allow to be conducted, and be responsible for scientific experiments, measurements, or tests conducted upon the property, and for the description and publication thereof. In each instance of publication, the District shall be listed as a cooperating party in the work. Lessee shall be responsible for the exchange and dissemination of information with and to scientific organizations within the United States and the world and shall promote such exchange and dissemination diligently. Lessee shall maintain and keep available for public use lists and descriptions of plantings upon the property and guides to recreational or studious use of the property. Lessee shall, subject to the Conejo Recreation and Park District's rules and regulations, have the right to set hours of public use and access to the property, or to define areas of no public access for defined periods of time. Lessor shall cooperate, aid, and assist in enforcement of the access times and areas defined by Lessee, except that nothing in these provisions shall give Lessee the right facetiously, arbitrarily, or capriciously to deny the public the maximum possible right of access and passive recreational enjoyment commensurate with the proper operation of a botanic garden. Both parties to this lease agree that it is their intent to cooperate to the maximum extent possible, and to aid and assist each other in the best possible development and use of this real property, and to this end no specific agreement shall be precluded by this lease.

9. ABANDONMENT AND MANAGEMENT OF PROPERTY: Lessee shall not vacate or abandon real property at any time during the term, and Lessee shall at all times manage the real property consistent with the use and purposes as herein set forth, and Lessor may, at its option, supplement said real property or be dispossessed by process of Law, or otherwise, any personal property upon said real property not belonging to Lessor shall be removed by Lessee within thirty (30) days, or, at Lessor's option, be deemed to be abandoned and become subject to the control and management of Lessor for all purposes.

10. REMOVAL OF EQUIPMENT: Conditioned upon Lessee not being in default of any of the provisions of this Lease, Lessee may remove all unattached, movable furniture, tools, and equipment installed on the real property by Lessee, and the same shall be removed by Lessee at the expiration or termination of this lease, or any renewal term hereof, provided that the same be removed without damage to the real property, and if damage is caused by such removal, Lessee agrees to repair such damage at Lessee's own cost forthwith.
11. ENTRY BY OWNER: Lessee shall permit Lessor and his agents to enter into and upon said real property at all times for any lawful purpose.
12. ASSIGNMENT OR SUBLETTING: Lessee shall not assign this lease or any interest therein, and shall not sublet the said real property or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person (the agents and servants of Lessee accepted) to occupy or use the said real property or any portion thereof in any way that violates the intended use of the real property as herein set forth and as set forth in the District's Rules and Regulations, or policies, without the written consent of Lessor first had and obtained, and consent to one assignment, subletting, occupation, or use by another person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by other person. Any such assignment or subletting without such consent, however, shall be subject to disaffirmance at the option of the Lessor. This lease shall not, nor shall any interest therein, be assignable as to the interest of the Lessee, by operation of law, without the written consent of Lessor. Either (a) the appointment of a receiver to take possession of all or substantially all of the assets of Lessee; or (b) a general assignment by Lessee for the benefit of creditors; or (c) any action taken or suffered by Lessee under any insolvency or bankruptcy act shall constitute a breach of this lease by Lessee.
13. REMEDIES OF LESSOR ON DEFAULT: In the event of any breach of this lease by Lessee, then Lessor, besides other rights or remedies he may have, shall have the right of re-entry and may remove all persons and personal property from the premises, such personal property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Lessee. Lessor shall have the right at Lessor's election upon any breach by Lessee to terminate this lease.
14. NOTICES: All notices to be given to Lessee may be given in writing, personally or by depositing the same in the United States mail, postage prepaid, and addressed to Lessee at the business address of record of the Lessee.
15. WAIVER: The waiver by Lessor of any breach of any term, covenant, or condition herein, shall not be deemed to be a waiver of such term, covenant, or condition thereafter.
16. BINDING ON SUCCESSORS: The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, and assigns of all of the parties hereto, and all of the parties hereto shall be jointly and severally liable hereunder.
17. FEES: Lessee may not impose public admission charges or fees as a condition for the use of the property by the public. Lessee may conduct other revenue producing activities on the real property and Lessee may retain fees so collected. In said event, the Lessor

will, at all times, retain the reasonable right to prior approval of all public charges, fees, or other revenue producing activities of the Lessee. All such scheduling shall be subject to Lessor's Rules and Regulations and policies as then in existence.

18. INTENTION OF THE PARTIES: It is specifically understood by and between the parties hereto that the intent of this lease is to provide that the Lessor and the Lessee shall cooperate in the development, operation, and maintenance of a botanic garden and arboretum for recreation and scientific purposes, and for the enjoyment and edification of the general public. It is further understood that all of Lessee's activities on, and management of, the property described herein shall be subject to the direct supervision and control of the Conejo Recreation and Park District.
19. ANNUAL REPORT: Lessee shall annually, on or before November 1<sup>st</sup> of each year, provide Lessor with a report as to plantings and expenditures in connection with said real property and as to any other reasonable information requested by Lessor in connection with this lease.
20. TERMINATION OF LEASE: This Agreement supersedes and terminates the lease agreement between the same parties dated October 18, 1973.
21. NOTICE: Any written notice required by this Agreement shall be delivered to:

CRPD  
Jim Friedl  
General Manager  
Conejo Recreation & Park District  
403 W. Hillcrest Drive  
Thousand Oaks, CA 91360  
jfriedl@crpd.org

Conejo Valley Botanic Garden  
Beverly Brune  
President  
Conejo Valley Botanic Garden  
400 W. Gainsborough Road  
Thousand Oaks, CA 91360  
b.brune@att.net

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written below.

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Jim Friedl, General Manager  
CONEJO RECREATION AND PARK DISTRICT

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Beverly Brune, President  
CONEJO VALLEY BOTANIC GARDEN

# **EXHIBIT B**

October 18, 1973 Lease  
Gregor Mendel Botanic Foundation

LEASE

THIS LEASE, is made and executed this 18th day of October, 1973, by and between the CONEJO RECREATION AND PARK DISTRICT, a public entity, hereinafter referred to as "DISTRICT", Lessor, and the GREGOR MENDEL BOTANIC FOUNDATION, INC., a California non-profit corporation, hereinafter referred to as "FOUNDATION", Lessee.

The parties agree as follows:

1. DESCRIPTION OF PROPERTY: The Lessor hereby leases to the Lessee, and the Lessee hires from the Lessor, on the terms and conditions hereinafter set forth, that certain real property situated in the City of Thousand Oaks, County of Ventura, State of California, sometimes known as a part of Assessor's Book 524, Page 090, Parcel 15, located generally at Gainsborough Road and McCloud Street.

Further, Lessee is hereby given rights of ingress and egress to said real property for use of Lessee and the general public.

2. TERM: The term of this lease shall be fifty (50) years commencing on occupancy by Lessee.

3. RENT: Lessee hereby agrees to pay Lessor as rent therefor, during said term, in lawful money of the United States of America, the sum of One Dollar (\$1.00) per year, payable annually on the anniversary date of this Lease, each and every year during the term thereof.

4. USE: The real property is leased to Lessee for the purpose of Lessee's operating the property as a botanic garden and arboretum for passive recreational, cultural, educational, scientific and/or charitable purposes. However, Lessee agrees that Lessee will, at all times, observe and abide by the Conejo Recreation and Park District's rules and regulations for the operation and maintenance of the leased property and its improvements, if such shall subsequently be made. If the Lessee fails diligently to use the premises for any of its intended purposes for a period exceeding 120 days, excepting acts of God, strikes, riots, civil commotions and other matters outside the reasonable control of Lessee, and provided Lessee does not within said time commence to use the premises as intended, then this lease shall terminate, and the Conejo Recreation and Park District will have the unconditional right to use the property and any improvements thereon for any and all of the stated public purposes.

5. INSURANCE HAZARDS: Lessee will maintain public liability insurance which covers all operations of the Foundation and its members upon the property. Limits of liability are, at all times, to be no less than \$100,000/\$500,000 B.I. and \$50,000 P.D. All normal and customary hazards attendant upon public use of a public park are to be insured against by the District as Lessor in the same fashion in which all such hazards are covered in a public park. Lessor and Lessee jointly agree and covenant that each shall hold the other harmless in the event of liability involving both, and that responsibility therefor shall be several and not joint.

6. MAINTENANCE AND WASTE: Lessee shall, at all times, exercise diligence in keeping property in neat and tidy condition, and shall permit no nuisance or public hazard to exist thereon due to its operations. Lessee shall not permit trash or wastes to accumulate on the property. Lessor shall not be responsible for maintenance of the property except as provided hereunder:

- A. Lessor may perform maintenance functions at its discretion in the event it is deemed to be desirable for the purposes of safety, preservation, protection or public convenience.
- B. Lessor shall be responsible for all utility costs.

C. Lessor will perform maintenance on public convenience areas such as restrooms, walkways, benches, lighting systems, parking lots and bridges.

7. RESPONSIBILITIES OF PARTIES DEFINED: Lessor and Lessee agree that they will jointly draw up a master plan for the use of the property, and that all actions of each will be taken with reference to and proper regard for said plan. Such master plan shall cover all physical attributes of the property, improvements thereon, and the biological surface cover thereof.

From time to time, Lessor and Lessee may jointly agree to modify, update, or otherwise enhance said master plan, in each instance jointly agreeing to such modification.

Lessor shall have the responsibility to insure the security of the property against vandalism, unwarranted trespass, and unauthorized use, keeping the property at all times suitable for its use as a public area of passive recreation. Lessor shall insure the public safety upon the property in the same fashion that such is insured in any public park. Lessor shall perform and direct all improvements upon the property which relate to public access and the control thereof and to the maintenance of such physical aspects of the property as may be required for correct environmental and ecological surroundings for the various plantings therein. Lessee shall have the responsibility of providing and selecting all flora to be introduced to the property and planted thereon, whether obtained by purchase, gift, or trade,

subject to approval of Lessor. Lessee shall be responsible for identification, listing, maintenance of current taxonomic records, herbarium files and specimens, and all such files and correspondence as are customary to the operation of a properly managed botanic garden. Lessee shall be responsible for the planting and location of all specimens, within the overall planning of the area defined by Lessor, except that, in the instance of very large specimens or trees, Lessee may seek the willing cooperation of Lessor to assist with labor or machinery. Lessee shall conduct, or allow to be conducted, and be responsible for scientific experiments, measurements, or tests conducted upon the property, and for the description and publication thereof. In each instance of publication, the District shall be listed as a cooperating party in the work. Lessee shall be responsible for the exchange and dissemination of information with and to scientific organizations within the United States and the world and shall promote such exchange and dissemination diligently. Lessee shall maintain and keep available for public use lists and descriptions of plantings upon the property and guides to recreational or studious use of the property. Lessee shall, subject to the Conejo Recreation and Park District's rules and regulations, have the right to set hours of public use and access to the property, or to define areas of no public access for defined periods of time. Lessor shall cooperate, aid, and assist in enforcement of the access times and areas defined by Lessee, except that nothing in these provisions shall give Lessee the right facetiously, arbitrarily, or capriciously to deny the public the maximum possible right of access and passive recreational enjoyment commensurate with the proper operation of a botanic garden. Both parties to this lease agree that it is their intent to cooperate to the maximum extent possible, and to aid and assist each other in the best possible development and use of this real property, and to this end no specific agreement shall be precluded by this lease.

8. ABANDONMENT AND MANAGEMENT OF PROPERTY: Lessee shall not vacate or abandon real property at any time during the term, and Lessee shall at all times manage the real property consistent with the use and purposes as herein set forth, and Lessor may, at its option, supplement such management. If Lessee shall abandon, vacate or surrender said real property or be dispossessed by process of Law, or otherwise, any personal property upon said real property not belonging to Lessor shall be removed by Lessee within thirty (30) days, or, at Lessor's option, be deemed to be abandoned and become subject to the control and management of Lessor for all purposes.

9. REMOVAL OF EQUIPMENT: Conditioned upon Lessee not being in default of any of the provisions of this Lease, Lessee may remove all unattached, movable furniture, tools and equipment installed on the real property by Lessee, and the same shall be removed by Lessee at the expiration or termination of this lease, or any renewal term hereof, provided that the same be removed without damage to the real property, and if damage is caused by such removal, Lessee agrees to repair such damage at Lessee's own cost forthwith.

10. ENTRY BY OWNER: Lessee shall permit Lessor and his agents to enter into and upon said real property at all times for any lawful purpose.

11. ASSIGNMENT OR SUBLETTING: Lessee shall not assign this lease or any interest therein, and shall not sublet the said real property or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person (the agents and servants of Lessee accepted) to occupy or use the said real property or any portion thereof in any way that violates the intended use of the real property as herein set forth and as set forth in the District's Rules and Regulations, or policies, without the written consent of Lessor first had and obtained, and a consent to one assignment, subletting, occupation, or use by another person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by other person. Any such assignment or subletting without such consent, however, shall be subject to disaffirmance at the option of the Lessor. This lease shall not, nor shall any interest therein, be assignable as to the interest of Lessee, by operation of law, without the written consent of Lessor. Either (a) the appointment of a receiver to take possession of all or substantially all of the assets of Lessee; or (b) a general assignment by Lessee for the benefit of creditors; or (c) any action taken or suffered by Lessee under any insolvency or bankruptcy act shall constitute a breach of this lease by Lessee.

12. REMEDIES OF LESSOR ON DEFAULT: In the event of any breach of this lease by Lessee, then Lessor, besides other rights or remedies he may have, shall have the right of re-entry and may remove all persons and personal property from the premises such personal property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Lessee. Lessor shall have the right at Lessor's election upon any breach by Lessee to terminate this lease.

13. NOTICES: All notices to be given to Lessee may be given in writing, personally or by depositing the same in the United States mail, postage prepaid, and addressed to Lessee at the business address of record of the Foundation.

14. WAIVER: The waiver by Lessor of any breach of any term, covenant or condition herein, shall not be deemed to be a waiver of such term, covenant, or condition thereafter.

15. BINDING ON SUCCESSORS: The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, and assigns of all of the parties hereto, and all of the parties hereto shall be jointly and severally liable hereunder.

16. FEES: Lessee may not impose public admission charges or fees as a condition for the use of the property by the public. Lessee may conduct other revenue producing activities on the real property and Lessee may retain fees so collected. In said event, the Lessor will at all times retain the reasonable right to prior approval of all public charges, fees, or other revenue producing activities of the Lessee. All such scheduling shall be subject to Lessor's Rules and Regulations and policies as then in existence.

17. INTENTION OF THE PARTIES: It is specifically understood by and between the parties hereto that the intent of this lease is to provide that the Lessor and the Lessee shall cooperate in the development, operation, and maintenance of a botanic garden and arboretum for recreation and scientific purposes, and for the enjoyment and edification of the general public. It is further understood that all of Lessee's activities on, and management of, the property described herein shall be subject to the direct supervision and control of the Conejo Recreation and Park District

18. ANNUAL REPORT: Lessee shall annually, on or before November 1st of each year, provide Lessor with a report as to plantings and expenditures in connection with said real property and as to any other reasonable information requested by Lessor in connection with this lease.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first written above.

GREGOR MENDEL BOTANIC FOUNDATION

CONEJO RECREATION & PARK DISTRICT

By: [Signature]

By: [Signature]

By: [Signature]

Orland (Tex) Ward  
General Manager

By: [Signature]

THIS AGREEMENT dated October 18, 1973, is hereby modified on January 22, 1976, as follows:

On page three the following language is deleted:

"Lessee shall, at its sole option, have the right to set hours of public use and access to the property, or to define areas of no public access for defined periods of time."

The following language is hereby substituted: "Lessee shall, subject to the Conejo Recreation and Park District's rules and regulations, have the right to set hours of public use and access to the property, or to define areas of no public access for defined periods of time."

IN WITNESS WHEREOF, the parties hereto set their hands and seals on this \_\_\_\_\_ day of \_\_\_\_\_, 1976.

GREGOR MENDEL BOTANIC FOUNDATION

CONEJO RECREATION & PARK DISTRICT

By: [Signature]

By: [Signature]  
Tex Ward  
General Manager

By: [Signature: Fred P. Wilson]

By: [Signature]