

# ADDENDUM TO CLU/CRPD COMMUNITY POOL GROUND LEASE AND JOINT USE AGREEMENT DATED MARCH 6, 2008

## **ADDENDUM NO. 1**

This Addendum is entered into by and between **California Lutheran University ("CLU")** and **Conejo Recreation and Park District ("CRPD")** with respect to the Ground Lease and Joint Use Agreement dated March 6, 2008 (the "Lease").

In March 2008, CLU and CRPD entered into a 30-year ground lease for the placement and operation of a publicly owned aquatic facility on CLU-owned property adjacent to the Samuelson Aquatics Center. Per the original agreement within Article 19.1 CRPD Alterations, the parties now wish to clarify their understanding regarding the installation of a shade structure serving the adjacent pool facilities, portions of which will extend onto CLU property outside the formally leased Premises.

### **1. Shade Structure**

CLU consents to CRPD's design, funding, and construction of a shade structure (the "Shade Structure") serving the adjacent aquatic facilities, including portions located on CLU-owned property. This consent does not grant CRPD any ownership interest in CLU's underlying land.

Drawings of the agreed shade structure are included as Exhibit 1.

### **2. Plans and Approvals**

The Shade Structure shall be constructed in accordance with plans reviewed and approved by CLU and in compliance with all applicable codes and permitting requirements. All costs associated with design, permitting, and construction shall be borne by CRPD.

### **3. Ownership**

During the term of the Lease, the Shade Structure shall be considered an improvement constructed by CRPD. Ownership and disposition at the end of the Lease term shall be governed by the applicable provisions of the Lease unless otherwise agreed in writing.

### **4. Encumbrances or Liens on CLU Property**

Notwithstanding any other provision of this Agreement, the City shall not place, permit, suffer, or consent to the placement of any lien, encumbrance, security interest, covenant, easement, right-of-way, or other claim of any kind against any real property owned by California Lutheran University ("CLU") as a result of, or in connection with, any improvements, construction, installation, maintenance, or other work performed by or on behalf of the City under this Agreement. The City acknowledges and agrees that City shall not create or confer upon the

City, its contractors, or any third party any ownership interest, possessory right, or legal or equitable claim in or to CLU's property. The City shall ensure that all contractors, subcontractors, suppliers, and service providers waive any right to file mechanics' liens or similar claims against CLU's property, and the City shall promptly remove or cause to be removed any such lien or encumbrance filed in violation of this provision. This clause shall survive the expiration or termination of the Agreement.

## 5. Maintenance and Expense

CRPD shall be solely responsible for all ongoing maintenance, inspection, cleaning, repair, fabric replacement, structural repairs, and eventual removal of the Shade Structure. The Shade Structure shall be maintained in a safe and code-compliant condition at all times.

CLU shall have no obligation to maintain, repair, replace, or fund any portion of the Shade Structure. CLU will allow CRPD reasonable and mutually agreeable access to their property to install, inspect, repair, remove structure.

If CRPD fails to maintain the Shade Structure in a safe condition after written notice and reasonable opportunity to cure, CLU may perform the necessary work and recover its reasonable costs from CRPD.

## 6. Insurance and Indemnity

The Shade Structure shall be included within CRPD's required insurance coverage under the Lease. CRPD's indemnification obligations under the Lease shall apply to the Shade Structure.

## 7. No Other Changes

Except as expressly stated in this Addendum, the Lease remains unchanged and in full force and effect.

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Jim Friedl  
General Manager  
Conejo Recreation and Parks District  
Date \_\_\_\_\_



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Dave Lawrence  
Vice President, Administration and Finance  
California Lutheran University  
Date 3-3-26