

**GROUND LEASE AND JOINT USE AGREEMENT**  
**BETWEEN**  
**CALIFORNIA LUTHERAN UNIVERSITY,**  
**LANDLORD**  
**AND**  
**CONJEO RECREATION AND PARK DISTRICT,**  
**TENANT**

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## GROUND LEASE AGREEMENT

THIS GROUND LEASE (the "Lease"), is made as of March 6, 2008 (the "Effective Date"), between CALIFORNIA LUTHERAN UNIVERSITY, a private educational institution and a California non-profit corporation ("CLU") and CONEJO RECREATION AND PARK DISTRICT, an independent special district ("CRPD") (the "Parties", and each being a "Party").

For good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereto agree as follows:

Section 1. Basic Lease Terms. This Section 1 states certain basic terms of this Lease (the "Basic Lease Terms") and the additional capitalized terms used herein are defined in Schedule 1.

1.1 "Premises" means (1) all of that certain Community Pool Facility, which shall include CRPD's Office Building, equipment and storage facility, shade areas and deck areas, to be depicted on and shall be substantially the same as the Site Plan (defined below) with any changes of Olsen Road and Montclef Blvd. in the City of Thousand Oaks, County of Ventura, State of California, and more particularly described in the legal description set forth in 0 hereto (the "Land"). The Premises are shown on the proposed Site Plan attached hereto as Exhibit B.

1.2 "Building" means the building that CRPD shall occupy, which shall include areas at least 1350 square feet of ground floor area designated office equipment and storage and 675 square feet shade structure, as depicted on the Site Plan attached as Exhibit B, and on the elevations attached hereto as Exhibit C.

1.3 "Samuelson Aquatics Center" means the existing 51 meter pool, decking, and associated office, equipment and storage buildings, fencing and lighting, located at the northwest corner of Olsen Road and Montclef Blvd. in the City of Thousand Oaks, County of Ventura, State of California, the legal description of which is set forth in Exhibit D, including all buildings, improvements, rights, easements, rights of way and appurtenances, and which includes the Premises.

1.4 "Early Termination" shall mean the right of CLU to terminate the Lease and Joint Use Agreement as set forth in Section 3.5.

1.5 "Outside CLU Entitlements Date" means on or before 26 months after the Effective Date. (See Section 5.3)

1.6 "Outside Delivery Date of Premises" means the date by which CLU must deliver the Premises to CRPD, which date shall be no later than one hundred eighty days (180) after issuance of grading permit.

1.7 "Permits and Construction Period" shall commence on the Date of Term Commencement and shall end 365 days thereafter.

1.8 "Date of Term Commencement" means one hundred eighty (180) days after issuance of grading permit by the City for the Community Pool Facility or any portion thereof.

1.9 "Date of Rent Commencement" means one hundred eighty (180) days after issuance of the grading permit by City for the Community Pool Facility.

1.10 "Rent" means (a) Fixed Rent, (b) CRPD's Pro Rata Share of Real Estate Taxes, if the Premises are not separately assessed (see Section 13.3).

1.11 "Fixed Rent" means the rent for the Premises calculated and paid annually at \$10.00 per year.

1.12 "Parking Spaces" means the number of approved automobile parking spaces shown on the Site Plan.

1.13 "City" means the City of Thousand Oaks.

1.14 "Date of Possession" is defined in Section 4.1.

1.15 Exhibits and Schedules. The following Exhibits and Schedules are attached hereto and made a part hereof:

*Schedule 1 – Definitions*

*Exhibit A – Legal Description of Premises*

*Exhibit B – Site Plan*

*Exhibit C – Elevation Plans*

*Exhibit D – Legal Description for Samuelson Aquatics Center*

*Exhibit E – Lease Commencement Agreement*

*Exhibit F – Memorandum of Ground Lease*

*Exhibit G – Subordination, Nondisturbance and Attornment Agreement*

*Exhibit H – Permitted Title Exceptions*

*Exhibit I – Restrictions and Exclusives*

*Exhibit J – Mortgages and Deeds of Trust (none)*

*Exhibit K – Buy Out Schedule*

*Exhibit L – Intentionally Omitted*

*Exhibit M – Shared Parking Analysis*

*Exhibit N – CLU Information Statement*

*Exhibit O – CRPD Information Statement*

*Exhibit P – Estoppel Certificate*

*Exhibit Q- Title Policy Endorsements*

*Exhibit R-Entitlement Conditions.*

Any reference in this Lease to any Exhibit or Schedule shall mean the referenced Exhibit or Schedule attached hereto, or to such Exhibit or Schedule as it may be modified with CRPD's and CLU's prior written approval, neither of which shall be unreasonably withheld, conditioned or delayed. Any reference in this Lease to this Lease shall mean this Lease and all Exhibits and Schedules incorporated by this reference.

Section 2. Lease of Premises; Site Plan.

2.1 Premises. CLU leases the Premises to CRPD, and CRPD hereby leases the Premises from CLU, for the Term and on the conditions stated herein.

2.2 Rights to Ingress and Egress and Certain Common Areas. CRPD and CRPD's employees, suppliers, vendors, customers, licensees and other invitees shall have the nonexclusive rights to use and freely access, without charge for the entire Term, all Common Areas, if any, of the North Campus and areas of ingress to and egress from the Premises, Common Areas of the North Campus and private and public streets, including each street access existing on the Date of Term Commencement or shown on the Site Plan.

2.3 Site Plan for North Campus.

2.3.1 CLU represents and agrees that, at CLU's sole cost, CLU shall develop, operate and maintain to the best of CLU's ability the Samuelson Aquatics Center as shown on Exhibit C (the "Site Plan").

2.3.2 CRPD shall be responsible for funding development and construction of the Community Pool Facility and its associated improvements, including, but not limited to, decking, lighting support offices, storage and equipment buildings, shade structures, fencing and landscaping.

Section 3. Term of Lease; Renewal Options; Memorandum of Lease.

3.1 Term Commencement. The Initial Term shall commence on the Date of Term Commencement.

3.2 Memorandum of Lease Term Commencement. Upon demand by either Party, the other Party shall promptly join in the execution of a document amending this Lease, in

recordable form, in substantially the form set forth as Exhibit E, evidencing the Date of Term Commencement and the expiration date of the Initial Term of this Lease, and early termination right of CLU. CLU shall record such Memorandum of Lease Term Commencement and shall provide to CRPD, within 30 days from date of recordation, a conformed copy of the Memorandum of Lease Term Commencement showing the recording confirmation.

3.3 Memorandum of Ground Lease. Within 5 business days after either Party's demand, and not later than 3 business days prior to the day CLU delivers possession of the Premises to CRPD as set forth herein, the Parties shall execute a memorandum of ground lease ("Memorandum") in the form of Exhibit F. CRPD shall record such Memorandum and shall provide to CLU, within 5 business days from the date of recordation, a conformed copy of the Memorandum showing the recording confirmation.

3.4 Lease Year.

3.4.1 For the purposes hereof, the term "Lease Year" shall mean a period of 12 consecutive calendar months; provided however that the first Lease Year shall commence on the Date of Term Commencement and shall end on the last day of the month which includes the one-year anniversary of the Date of Rent Commencement. Each successive Lease Year (other than the first Lease Year) shall begin on the day following the last day of the prior Lease Year and shall end 12 calendar months thereafter.

3.4.2 All amounts payable by CRPD hereunder for any fractional month at the beginning or end of the Term shall be prorated on a daily basis based on the actual number of days in such month.

3.4.3 The "term" of this Lease is thirty (30) years, subject to early termination as set forth in Section 3.5.

3.5 Early Termination. CLU shall have the right to initiate early termination of the Lease and Joint Use Agreement as follows:

The annual early termination/buyout provision shall begin at year ten, based upon the schedule provided in Exhibit K. CLU shall be able to initiate early termination/buyout of the lease for any reason, beginning at year ten. Written notice of the intent to buyout the Lease shall be provided to CRPD two years prior to the proposed exercise date of the buyout provision, with the accompanying payment of the early termination/buyout sum, pursuant to Exhibit K. For example only, at year eight, CLU may provide written notice of its desire to exercise the buyout in year ten. Based upon the schedule set forth in Exhibit K, CLU, at the time of exercising the early termination/buyout, shall pay to CRPD the sum of \$3,400,000.

Section 4. Delivery of Premises.

4.1 Notice to CRPD.

4.1.1 CLU agrees to deliver possession of the Premises 365 days after Date of Term of Commencement or at such time as the Community Pool Facility is completed, which is beyond the control of CRPD and CLU.

4.1.2 At all times prior to the anticipated date of delivery of the Premises to CRPD, CRPD and CRPD's contractors, engineers, surveyors, agents and vendors shall have the right to enter the Premises to measure, survey and inspect the Premises in order to ensure that the Premises will be delivered in accordance with this Section 4; provided, however, that CRPD and its representatives and agents shall not interfere with the work of CLU's representatives and agents, and shall make any inquiries of CLU's professionals and agents through CLU's representative, Valerie Crooks, or such other representative who is designated by CLU in writing.

4.2 CLU's Delivery. CLU agrees to deliver the Premises in a clean, finished, usable state at time of delivery.

4.3 CRPD's Acceptance of Premises. Upon CLU's delivery of possession of the Premises to CRPD in conformance with all of the terms of this Lease, CRPD shall give written notice of its acceptance or non-acceptance of the Premises. If CRPD accepts possession of the Premises, then CRPD's acceptance of possession of the Premises shall be determined. If CRPD does not accept possession of the Premises, then CRPD shall send written notice to CLU specifically setting forth the reasons of CRPD's non-acceptance of the Premises.

## Section 5. Conditions Precedent to Delivery; Rights to Terminate.

5.1 Delivery of Possession. CLU shall deliver exclusive possession of the Premises to CRPD subject to the Terms, set forth in this Agreement, and the entitlement conditions approved by the City of Thousand Oaks, which are attached as Exhibit R hereto and incorporated herein by reference as set forth in full. .

5.2 Intentionally Omitted.

5.3 CLU Acquisition of Entitlements.

5.3.1 Pursuit of Entitlements. CLU and CRPD have both approved the elevations of the buildings in the Community Pool Facility, including CRPD's Building, from those shown on Exhibit C, which shall include, but not be limited to building colors, prior to CLU submitting requests for Entitlements with the applicable governing authorities. CLU and CRPD have approved the Entitlements for SUM 2007-70082, Planning Commission Resolution No. 22-2007 PC. A copy of the entitlement conditions is attached as Exhibit R.

5.4 Title Insurance and Survey. CLU acknowledges that, upon the establishment of the Date of Term Commencement and the recordation of the Memorandum of Lease, CRPD may obtain a leasehold title insurance policy from the Title Company insuring CRPD's leasehold estate in the Premises. CRPD shall pay for any costs related to the issuance of such title insurance coverage lessee's policy if CRPD elects to obtain such coverage. To help CRPD in obtaining Title Insurance, each of CLU and CRPD shall complete and deliver to the other Party and to the Title Company, Exhibit N or Exhibit O, as applicable.

## Section 6. Construction Obligations.

6.1 Work. CLU and CRPD have jointly developed together a design plan and specification for the Community Pool Facility and its associated improvements, including, but not limited to swimming pool decking, lighting, support offices, storage and equipment building, shade structures, fencing and landscaping. Pursuant to a separate Construction Management Agreement and this Lease, CLU shall perform the work required for construction of the Community Pool Facility, as depicted on Exhibits B and C ("**Work**"). All rights, responsibilities, liabilities, defense, indemnity and hold harmless and any additional insurance provisions shall be addressed in the Construction Management Agreement. CLU shall own the improvements however, CRPD shall reimburse CLU for such constructions costs, including but not limited to permits, licenses necessary for the development, and construction of the Community Pool Facility and related facilities on the Premises, which shall be subject to CRPD's reasonable approval.

Section 7. Rent. CRPD shall pay in full the annual Fixed Rent for the entire lease term at the Date of Commencement of the Lease Term. Should the lease be terminated early, CLU shall be entitled to keep any remaining rent previously paid in advance.

7.1 Construction Costs.

7.1.1 "Construction Costs" is the cost to complete Work, shall be the actual cost of construction, which is currently estimated to be \$3,400,000.00.

Section 8. Utilities.

8.1 Service to the Premises. CLU shall provide, at the location on the Premises reasonably approved by CRPD, the facilities necessary to enable CLU to construct for the Premises water, sanitary sewer, gas, telephone service, internet data service and electricity.

8.1.1 Payment for Utilities. On and after the Date of Term Commencement, CRPD shall pay directly prior to delinquency for all water, sanitary sewer, waste disposal service, gas, electricity, power, telephone service, data service and similar services, and heating, ventilating and air conditioning used by CRPD in the Building and Community Pool Facility. Community Pool Facility and CRPD shall pay all utility costs associated with construction of the Community Pool Facility, as billed as a result of construction. If CRPD approves the same in advance, and subject to Sections 8.1.2 CLU may supply any or all of the above-named services, and CRPD agrees to purchase same from CLU in accordance with the terms of this Section provided that CLU shall not charge more than the consumer rate that would be charged by the public service corporation or municipal authority supplying such services in the area.

(a) With respect to all utility services which can be separately and directly metered or submetered and charged by, and paid directly by CRPD to, the utility company or CLU, when applicable, serving the Community Pool Facility.

(b) Utilities that cannot be metered or submetered. Any utilities that cannot be separately metered or submetered shall be paid in the following pro rate basis: 25% CRPD and 75% CLU, except sanitary sewer shall be based upon water consumption.

CRPD agrees to provide copies of its water bills or provide authorization to the water purveyor to provide such water bills to CLU for computation of sewer costs.

8.1.2 Telephone and Internet. Notwithstanding anything to the contrary contained in this Lease, CRPD shall have the right to choose its own telephone service provider, internet service provider, data line service provider and provider for any other similar services. CLU shall permit the company chosen by CRPD to provide such services to have access to the lines, cables, conduits and the like within the Building and Community Pool Facility to provide such services to CRPD. CLU shall not enter into any contract which will prevent CRPD from receiving such services from the carriers, suppliers or the like chosen by CRPD in its sole discretion unless necessary in order for CLU to fulfill its obligation under this Lease to provide utility service. CRPD may also elect to use the existing telephone and communication lines already existing at CLU's property. If such election is made as part of the construction activities for the Community Pool Facility, a connection box will be installed at the property line between the Premises and CLU property. CRPD will be responsible for all costs and maintenance of the telephone and communication line from this connection box to the Premises.

8.2 Solid Waste Disposal. CRPD shall be responsible to pay for one day a week solid waste removal of one trash bin and one recycle bin pick up.

8.3 Interruption of Service. CLU shall not be liable for any interruption in utility service to the Building or Community Pool Facility unless any such interruption results from the willful or grossly negligent acts or omissions of CLU or its agents, employees or contractors. If any utility service to the Building or Community Pool Facility is interrupted as a result of any willful or grossly negligent act or omission of CLU or its agents, employees or contractors, and as a result CRPD cannot operate its Premises for its intended use, the term of the Lease shall be extended on a pro rata basis for the time period that the Premises cannot be operated due to interruption of service. CRPD acknowledges that if power outages occur as a result of electricity purveyor, currently Southern California Edison that CLU does not have a back up generator for the North Campus and that CLU is not responsible for such interruption in service.

## Section 9. Maintenance and Repairs.

### 9.1 Maintenance and Repairs.

9.1.1 All obligations of CLU pursuant to this Section 9.1 shall be performed by CLU, subject to the cost thereof being reimbursed by CRPD for extraordinary wear due to or caused by CRPD to Common Area. CLU shall maintain (including painting and cleaning), repair, and replace, as necessary to keep the same in good condition and repair, the Common Areas and each of the exterior portions of the buildings owned by CLU outside the Premises.

9.2 CRPD's Maintenance and Repairs. On and after the Date of Possession, CRPD shall, at its sole cost and using its own vendors, shall keep the Premises in good condition and repair, including, without limitation, to the extent part of Work, the fixtures and equipment therein or related thereto, any Building, and Community Pool Facility and the heating,

ventilation and air-conditioning systems exclusively serving the Building, the roof and floor supports, flashings, gutters, downspouts, footings, foundations, structural supports, columns, decking, exterior walls, bearing walls, retaining walls, floor slab, utility meters, fire protection sprinkler systems (if any), exterior canopies or shade areas, loading docks, fencing, landscaping, lighting, underground and otherwise concealed sewage, plumbing, conduit, electrical, and other utility systems of the Premises. Without limiting the foregoing, CRPD (i) shall keep all exterior and interior surfaces clean and shall maintain the rest of the Building and Community Pool Facility in a clean and orderly condition and free of insects, rodents, vermin and other pests; (ii) shall not permit accumulations of any refuse, but shall remove the same and keep such refuse in odor-proof, rat-resistant containers within the interior of the Premises shielded from the view of the general public until removed; (iii) shall not cause or permit unreasonably objectionable odors to emanate or be dispelled from the Premises; and (iv) shall not use the plumbing facilities for any other purpose than that for which they are constructed.

9.3 Responsibility of Parties for Their Own Negligence. Except as expressly otherwise stated herein, neither Party shall be obligated to perform any maintenance, repair or replacement, the necessity of which shall have arisen solely due to the negligence or fault of the other, or of the other's employees, contractors or agents; and the Party which shall have caused the need for such maintenance, repair or replacement shall be responsible for the same, at its sole cost.

Section 10. Compliance With Laws.

10.1 CRPD Compliance with Laws. At CRPD's sole cost, CRPD shall comply with all Laws relating to the Building and Community Pool Facility from and after the Date of Term Commencement. The foregoing covenant of CRPD shall not impose any liability for the presence of Hazardous Substances on the Premises beyond the express liability of CRPD set forth in Sections 16.1.

Section 11. Insurance.

11.1 CRPD's Insurance.

11.1.1 Commercial General Liability Insurance. From the Date of Possession, CRPD shall maintain commercial general liability insurance coverage on an occurrence basis, in combined policy limits of not less than \$5,000,000.00 per occurrence and \$20,000,000 in the aggregate, with such reasonable deductibles as CRPD may carry in conducting its business, insuring CRPD (as named insured) and CLU, its officers, directors, employees, agents and lenders (as an additional insured) against all claims, liability, demands or actions for bodily injury, personal injury, death, and property damage made by or on behalf of any person, firm or corporation, occurring in or upon the Premises, or arising from any acts or omissions of CRPD or any of CRPD's agents, employees or contractors.

11.1.2 All Risks Property Insurance. From and after the Date of Term Commencement and at its sole cost, CRPD shall keep all buildings and improvements erected on the Land within the CLU's North Campus at any time insured for the benefit of CLU and CRPD, as their respective interests may appear, against loss or damage by fire or other casualty except

for earthquake and customary extended coverage in a minimum amount equal to 90% of the reasonable replacement value thereof. All proceeds payable at any time and from time to time by any insurance company under such policies, or to CRPD, and CLU shall not be entitled to, and shall have no interest in, such proceeds or any part thereof. Any proceeds paid directly to CRPD shall be held by CRPD for the purpose of paying the expenses of complying with its rights and obligations under Section 15 hereof. During the Term and at its sole cost, CRPD shall provide and maintain, or cause to be provided or maintained, All Risks, except for earthquake property insurance covering all of CRPD's personal property in the Premises, including inventory, trade fixtures, floor covering, furniture and other property removable by CRPD under the provisions of this Lease, and all leasehold improvements installed in the Premises by, or on behalf of, CRPD.

11.1.3 Additional Insured Endorsement, Cancellation and Automatic Renewal. A separate additional insured endorsement naming CLU, its officers, directors, employees, agents and lenders shall be provided and such policy shall be placed with an insurer satisfactory to CLU, whose approval shall not be unreasonably withheld and may not be cancelled without thirty (30) days written notice to CLU. The policies shall automatically renew or replace each year of the term of this Lease and a new certificate of insurance and additional insured endorsements evidencing coverage shall be provided to CLU prior to the expiration.

11.1.4 Blanket Coverage. Notwithstanding the provisions stated in Section 11.3, CRPD may include any of the insurance coverage set forth above in general or blanket policies of insurance provided that the coverage afforded will not be reduced or diminished by use of such general or blanket policies.

## 11.2 CLU's Insurance.

11.2.1 Commercial General Liability Insurance. Throughout the Term, CLU shall maintain in force its currently insurance policies with coverage equal to or better than current policies with respect to the common areas on the North Campus. CLU currently maintains general liability coverage of \$1,000,000 each occurrence with \$2,000,000 aggregate and fire liability of \$50,000 with self-insured retention of \$500,000.

11.2.2 Rental Interruption Insurance. CLU may elect to carry rental interruption insurance for the Community Pool Facility, in amounts not to exceed 12 months' worth of Rent.

11.2.3 CRPD's Payment of Pro Rata Share of CLU's Insurance Costs. From and after the Date of Rent Commencement, CRPD shall pay to CLU CRPD's Pro Rata Share of the cost of increased insurance required to be maintained under Sections 11.2.1, as a result of the Community Pool Facility and during the Term ("Insurance Charge"). Any sum payable to CLU hereunder shall be paid by CRPD within 30 days after receipt from CLU of demand therefor, which shall not be made more than once annually, and shall be accompanied by a computation of CRPD's Pro Rata Share, copies of receipted insurance bills, copies of the declaration pages of the applicable policies, with determinations of premium allocations, and any endorsements and exclusions, and by a certificate of all of CLU's insurance naming CRPD as an additional insured with respect to CLU's general liability policy. CLU agrees to send to CRPD

CLU's estimate of the annual insurance cost hereunder at least 30 days prior to (a) the commencement of the Term, and (b) the commencement of each and every Lease Year thereafter.

11.2.4 Credits from Insurance. If CLU shall receive a credit for any amount of the insurance premium paid by CLU for the insurance required or permitted hereunder, then CLU shall notify CRPD of such credit within 15 days after its receipt; and CRPD's Pro Rata Share of said amount shall be credited to CRPD for the next succeeding insurance payment required to be paid by CRPD hereunder, except that, at the expiration or termination of the Term, CRPD's Pro Rata Share of said amount will be refunded to CRPD. CLU shall not carry any insurance concurrent in coverage and contributing in the event of loss with any insurance required to be furnished by CRPD hereunder if the effect of such separate insurance would be to reduce the protection or the payment to be made under CRPD's insurance.

### 11.3 Insurance Requirements.

11.3.1 Licensed and Rated Companies. All insurance coverage required to be carried hereunder shall be carried with insurance companies that are (a) licensed to do business in the state in which the Premises are located; and (b) rated in the then-most current Best's Insurance Guide (or any successor thereto) as having a general policyholder rating of A- or better and a financial rating of "VIII" or better.

11.3.2 Standard Forms; Notifications. All insurance policies required to be carried hereunder shall (a) be effected under standard form policies and (b) require the insured's insurance carrier to notify the other Party hereto (and any Leasehold Mortgagee) at least 30 days prior to any cancellation or material modification of such insurance.

11.3.3 Increased Amounts. Upon the commercially reasonable request of either Party, the other Party shall increase the limits of insurance carried by it pursuant hereto and carry types of insurance in addition to the types required to be carried by it pursuant hereto.

11.3.4 Certificates of Insurance. Prior to the date either must maintain insurance hereunder, CRPD and CLU shall furnish the other with certificates of insurance evidencing the insurance coverage required herein. Current certificates of insurance for any insurance policy required hereunder shall be delivered to CLU or CRPD, as the case may be, at least 10 days prior to the expiration of any policy.

11.3.5 Contractual Indemnity, Cross-liability and Severability of Interests. All commercial general liability insurance policies shall insure for contractual indemnity and contain a cross-liability endorsement. All property insurance policies shall contain a severability of interests clause.

11.4 Waiver of Subrogation of Insured Claims Against CLU and CRPD. CLU and CRPD mutually agree that the one carrying such insurance and suffering such a loss of a type intended to be covered thereby hereby releases the other of and from any and all claims with respect to such a loss; and CLU and CRPD further mutually agree that their respective insurance companies shall have no right of subrogation against the other on account thereof. Notwithstanding anything in this Lease to the contrary, CLU and CRPD each waives and

releases any rights of action for negligence against the other Party, which may arise during the Term for damage to the Premises or CLU's Property therein to the extent it results from any such loss.

Section 12. Mutual Indemnities of CLU and CRPD.

12.1 CLU's Indemnity. CLU shall indemnify, defend and hold CRPD, its officers, directors, employees, and agents harmless from and against any and all claims, suits, proceedings, actions, causes of action, responsibility, damages, liability, demands, judgments, and executions (including reasonable Attorneys' Fees and costs incurred at trial and with respect to appellate or bankruptcy proceedings incurred by CRPD) (each hereinafter referred to as a "Claim" and collectively as "Claims") which Claims (i) arise from or in connection with any willful, negligent or tortious act or omission of CLU, or its employees, agents or contractors; (ii) result from any CLU Default or any condition that gives rise to such a default; or (iii) result from occurrences of injury to or death of any person or damage to property arising out of any work, construction, reconstruction, restoration, maintenance or other work to be done hereunder by CLU, unless such Claims are caused solely by the act or omission of CRPD or its employees, agents or invitees.

12.2 CRPD's Indemnity. CRPD shall indemnify, defend and hold CLU, its officers, directors, employees, and agents harmless from and against any and all Claims which Claims (i) arise from or in connection with any willful, negligent or tortious act or omission of CRPD, or its employees, agents or contractors in connection with CRPD's due diligence on, or use or occupancy of, the Premises; (ii) result from any CRPD Default or any condition that gives rise to such a default; or (iii) result from occurrences of injury to or death of any person or damage to property arising out of any due diligence investigations conducted by CRPD, work, construction, reconstruction, restoration, maintenance or other work to be done hereunder by CRPD, unless such Claims are caused solely by the act or omission of CLU or its employees, agents or invitees, or resulted from conditions that existed on the Premises prior to the Effective Date.

12.3 Limitations on Indemnities. The liability of either Party to indemnify the other shall not extend to any matter against which the indemnified Party shall be effectively protected by insurance; provided, however, that if any such liability shall exceed the amount of the effective and collectible insurance in question, said liability of the indemnifying Party shall apply to such excess.

12.4 Notices Needed for Indemnification. In case any action or proceeding is brought against an indemnified Party by reason of any such claim hereunder, the indemnifying Party, upon written notice from the indemnified Party, shall, at the indemnifying Party's sole cost, resist or defend such action or proceeding, but the indemnifying Party may make or cause to be made such investigation and such settlement of any suit, claim or demand as the indemnifying Party or its insurers shall deem expedient.

12.5 Subrogation Pursuant to Indemnification. To the extent of any payment made hereunder, the indemnifying Party, or if applicable, its insurer, shall be subrogated to all the indemnified Party's rights of recovery therefor, against any person or organization and the

indemnified Party shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights, and shall do nothing after loss to prejudice such rights.

Section 13. Real Estate Taxes and Public Entity Assessments.

13.1 Real Estate Taxes - If the Premises Constitute a Separate Tax Parcel. If the Premises constitute a separate tax parcel, as approved during the Feasibility Period, then (a) from and after the Date of Rent Commencement, CRPD shall timely and fully pay all Real Estate Taxes, including possessory taxes, if any, levied against the Premises and (b) CLU shall timely and fully pay or cause to be paid all Real Estate Taxes levied against the remainder of the Property, excluding the Premises.

13.2 Real Estate Taxes - If the Premises Do Not Constitute a Separate Tax Parcel. If the Premises do not constitute a separate tax parcel and therefore the Real Estate Taxes are not separately assessed solely to the Premises, then (i) CLU shall timely and fully pay or cause to be paid all Real Estate Taxes, including any possessory taxes, levied against the Property (including the Premises) and (ii) CRPD shall pay to CLU within 15 days of being billed (but not sooner than 30 days before delinquency), along with a copy of the tax bill (1) CRPD's Pro Rata Share of the Real Estate Taxes levied on account of the assessed value of the Property and (2) all the Real Estate Taxes levied on account of the assessed value of the improvements on the Premises for the period commencing on the Date of Rent Commencement and continuing for the duration of the Term or until the taxes for the Premises are separately assessed. For the first and last partial calendar year of the Fixed Rent period, CRPD shall pay said Real Estate Taxes for the entire year multiplied by a fraction, consisting of the number of days in the calendar year subsequent to the Rent Start Date or prior to the Lease Termination Date, as the case may be, and divided by 365.

13.3 CRPD's Tax Obligations. CRPD agrees to pay to all tax authorities all personal property taxes which may be levied against CRPD's fixtures, and other personal property in and about the Building and related improvements, all sales taxes, all taxes required as a result of its hiring employees and all license fees and taxes assessed only against CRPD, and not as a result of CLU's operations.

13.4 Parcel Number. CLU hereby represents to CRPD that the parcel number for the Property parcel including the Premises as reflected on the real estate tax billings from the local governmental entity as of the Effective Date is as follows: 521-0-031-125.

13.5 Right to Contest Taxes. At CRPD's sole cost, CRPD shall have the right to contest the validity, amount or rate of such Real Estate Taxes, or any factor used in the determination thereof, provided that CRPD first shall satisfy any requirement of Laws that such Real Estate Taxes be paid in full before being contested. CLU agrees to render to CRPD all assistance reasonably possible in connection therewith, including the joining in, and signing of, any application, protest or pleading which CRPD may deem it advisable to file. Should CRPD obtain any rebate of Real Estate Taxes, then, after first deducting from any such rebate received by CRPD all reasonable costs incurred by CRPD pursuant to this Section, CRPD shall pay to CLU CLU's Pro Rata Share of the remaining amount. "Pro Rata Share" shall mean 100% of the applicable sum described, less CRPD's Pro Rata Share.

13.6 CLU to Minimize Taxes. CLU agrees to use its reasonable efforts to minimize Real Estate Taxes and to notify CRPD of any increase in Real Estate Taxes on the Community Pool Facility within 30 days after receipt of the tax bill or other evidence of such increase.

13.7 Personal Property Taxes. CRPD shall be responsible for and shall pay before delinquency all local, municipal, county or state taxes, levies and fees of every kind and nature, including, but not limited to, general or special assessments assessed during the term of this Lease against CRPD's leasehold interest or CRPD's personal property of any kind.

13.8 Public Entity Assessments. CRPD shall be responsible for any public entity assessments for the Premises and its pro rata share as such assessment pertain to common areas, owned and maintained by CLU. CLU shall be responsible for all public entity assessments attributable to its real and personal property.

Section 14. Samuelson Aquatics Center Operation and Maintenance of Common Areas.

14.1 Operation of Samuelson Aquatics Center. CLU shall at all times during the Term operate the Samuelson Aquatics Center, and shall not permit any CRPD or occupant in the Samuelson Aquatics Center to create or continue any nuisance, disturbance or other condition in the Samuelson Aquatics Center, which may adversely affect CRPD or its enjoyment of the Premises or the Common Areas. CLU shall use commercially reasonable efforts to enforce this Section 14.1.

14.2 CLU's Maintenance and Operation of Samuelson Aquatics Center Common Areas. CLU shall operate and maintain the Samuelson Aquatics Center Common Areas and all associated infrastructure around the Samuelson Aquatics Center and Community Pool Facility, including parking, lighting, landscaping, walkways and related facilities in the Gilbert Sports & Fitness Center necessary for the operation of the Community Pool Facility, in a manner commensurate with acceptable standards of maintenance, and provide therefor all such services as are reasonably required, including repairing, resurfacing, repaving, restriping, and resealing, of the parking areas; repairing all curbing, sidewalks and directional markers; cleaning and sweeping each applicable morning; provision of adequate lighting during all hours of darkness that CRPD shall be open for business; installing, maintaining and replacing landscaping as needed, and any other required maintenance, including inspection, testing or monitoring of any fire sprinkler system or alarm system serving more than one CRPD's Premises in the Samuelson Aquatics Center. CLU shall adopt and implement a regular program of pest control as may be necessary to keep the areas adjoining the Premises free of pests and rodents. CLU.

14.2.1 Common Area Charges. CLU shall pay all of the costs and expenses related to the maintenance of the Common Areas. From and after the Date of Rent Commencement, CRPD shall reimburse CLU for extraordinary wear due to or caused by CRPD to Common Areas (hereinafter referred to as the "Common Area Charges"), real and possessory taxes, if any, public entity assessments and any utilities not already addressed in the Lease.

14.3 Failure to Maintain. If CLU shall fail to perform any of its obligations under this Section 14 within 30 days after receipt of written notice from CRPD of the need therefor or such reasonable period of time necessary, provided CLU is diligently proceeding the same to completion (except that no notice shall be required in the event of an emergency, other event or natural disaster requiring removal of debris), then CRPD may do so on CLU's behalf and charge CLU for the reasonable cost thereof. If CLU shall not pay CRPD within 30 days after receipt of an invoice therefor with supporting documentation, CRPD may deduct the reasonable cost thereof from Fixed Rent and other charges due hereunder.

Section 15. Damage and Destruction. If, at any time during the Term, the buildings and improvements on the Land are destroyed or damaged in whole or in part by fire or other cause within the extended coverage of the property insurance policies required to be carried by CRPD in accordance with this Lease, then, to the extent the same is fully insured (excluding deductibles) and CRPD receives the net proceeds, CRPD shall commence re-construction as soon as is reasonably possible and diligently pursue the repair, replacement or rebuilding of the same to completion.

Section 16. Environmental Matters.

16.1 CRPD's Use of Hazardous Substances. CRPD shall not use, store or dispose of any Hazardous Substances except for those substances required for operation of the Community Pool. CRPD may use household cleaners and chemicals to maintain the Building. Storage of such chemicals shall also be permitted. CLU and CRPD expressly acknowledge that any or all of the cleaners and chemicals described in this Section 16 may constitute Hazardous Substances. Notwithstanding any other provision of this Lease, provided that CRPD complies with Laws in doing so, CRPD may use and store same as herein set forth, but shall not dispose of same on the Premises, except for empty household cleaning containers.

16.2 CRPD's Remediation Obligations. With regard to the presence or release of any Hazardous Substances caused by CRPD, its employees, agents or invitees, CRPD shall remove or remediate same to the extent required by Laws, in compliance with Laws, and at CRPD's sole cost. CRPD agrees to defend, indemnify and hold CLU harmless from and against any and all Claims which CLU may suffer as a result of any Claim regarding any such Hazardous Substances (whether alleged or real), and/or regarding the removal and remediation of same.

16.3 Survival of Environmental Obligations. Each of CLU's and CRPD's obligations pursuant to this Section 16 shall survive any expiration or termination of the Term for 2 years.

Section 17. Eminent Domain.

17.1 Taking of the Premises.

17.1.1 If the Premises shall be taken under the power of eminent domain, the Lease shall automatically terminate as of the date the condemning authority takes title.

17.1.2 All awards for the taking of any part of the Premises or payment made under the threat or the exercise of the power of eminent domain, shall be the property of the party entitled to such award.

17.1.3 CRPD shall have the right to claim and recover from the condemning authority such compensation as may be separately awarded or recoverable by CRPD in its own right on account of the taking of any or all of its leasehold improvements, furniture, fixtures and equipment.

Section 18. Use.

18.1 Intended Use of Premises. CRPD intends to use the Premises for the operation of a Community Pool Facility. CRPD shall not use the Premises for any use prohibited by Section 18.3 hereof.

18.2 Use.

18.2.1 Except as set forth herein, throughout the Term, CLU shall not lease, nor permit the assignment, sublease, license or other use of, any portion of the Community Pool Facility, other than the Premises, except as follows:

(a) The Community Pool Facility shall be for community recreational activities. The Community Pool and Samuelson Aquatics Center are separate facilities. The primary use of the Samuelson Aquatics Center shall be for CLU's various sports, intramural purposes and academic purposes. The CRPD and the CLU agree to use their best efforts to develop schedules, protocols and such other programs as required to facilitate mutual use of these facilities. The following is the anticipated use of each facility by CLU and CRPD:

(i) CRPD shall have priority use of the Community Pool. CRPD reserves the right to withhold approval of CLU's use of the Community Pool, at its sole discretion.

(ii) CRPD may schedule use of the Samuelson Aquatics Center for instructional programs and competitive swim team meets. It is anticipated that the scheduled use may include daily practice time and up to four meets per year held during the school year. The dates and times must be approved by CLU, in advance, to avoid any conflicts with CLU's use; such approval shall not be unreasonably withheld. CRPD understands that CLU's varsity use of the Samuelson Aquatics Center shall take precedence over CRPD's competitive swim team practice time. CLU reserves the right to withhold approval of CRPD's use of the Samuelson Aquatics Center, at its sole discretion.

(iii) CLU shall have priority use of the Samuelson Aquatics Center.

(iv) CLU may schedule use of the Community Pool for competitive swim team meets. The dates and times must be approved by CRPD, in advance, to avoid any conflicts with CRPD's use; such approval shall not be unreasonably withheld.

(v) The parties agree that use hours may be traded or be purchased for the scheduled lease amounts at each facility.

(b) CLU shall be responsible for all reservations and scheduling of the Samuelson Aquatics Center and CRPD shall be responsible for all reservations and scheduling of the Community Pool Facility. Both CLU and CRPD, and their respective staff and employees, agree to work together cooperatively to develop an annual master schedule for both facilities. The Community Pool Facility and use of the Samuelson Aquatics Center by CRPD shall not conflict with any major CLU events at the University. No CRPD use of the Community Pool Facility shall be scheduled for the dates of commencement, typically May 15 of each year.

(c) CRPD agrees, at all times, that egress from the double gates on the northeastern side of the Samuelson Aquatics Center which adjoins the two facilities will not be blocked or restricted in any manner.

18.3 Restrictions and Exclusives. CLU warrants and represents that 0 attached hereto is a complete list of all use restrictions that affect the use of the Premises except for the matters set forth in 0, there are no other exclusives or use restrictions outstanding which would in any manner impair CRPD's right to use the Premises for lawful purposes as set forth in Sections 18.1. For such period of time as the restrictions set forth in 0 shall be outstanding, CRPD agrees that its operations in the Premises shall not violate the restrictions or exclusives set forth in 0.

18.4 Violation of Exclusives. If CLU shall violate any of the provisions of this Section 18 and shall not cure such violation within 30 days after receipt of CRPD's notice thereof, CRPD, at any time thereafter, upon 10 days prior notice to CLU, may, in addition to any and all other remedies available at law or in equity: (i) terminate this Lease; or (ii) other available legal remedies, as appropriate.

Section 19. Alterations; Improvements.

19.1 CRPD Alterations. Any further changes proposed to be made shall be made with CLU's and CRPD's prior approval, which approval may be withheld in good faith business judgment, and, if required, any applicable public agency approval and all additional public agency entitlements required for the change or modification. Any such alterations, changes, additions or replacements shall be in compliance with all applicable building and zoning codes and ordinances, and in the event of any such removal of the improvements (and not due to a casualty or condemnation, in which event the provisions of Section 15 or Section 17, respectively, shall govern), the same shall be replaced with improvements of at least equal quality to the improvements so demolished or removed. CRPD shall provide CLU with at least 15 days notice prior to any construction, alteration, or renovation of the Building so that CLU may have the opportunity to place any nonresponsibility notices on the Premises.

Section 20. Intentionally Omitted.

Section 21. Signs.

21.1 CRPD's Signs. Subject to any CLU and City of Thousand Oaks approved master sign program for CLU and/or Community Pool Facility, CRPD shall have the right provided the sign is in conformance with the CLU approved Master Sign Program and identified design standards, at all times and from time to time to install and maintain, replace and relocate one or more signs in conformity with applicable Laws, affixed anywhere in or on the exterior of the Building, or any building in the Premises. CRPD shall obtain and pay for all Permits related to such signs or required in connection therewith. CRPD's installations and removals of such signs shall be made in compliance with applicable law.

21.2 Restrictions on CLU. During the Term, CLU shall not install any structure, sign or landscaping on any part of the Premises whatsoever, or take any other action on land owned or controlled by CLU outside the Premises, which will materially obstruct or interfere with the visibility or legibility of any of CRPD's signs.

Section 22. Parking.

22.1 Shared Parking. Throughout the Term, CRPD, its staff, invitees and users, shall have the full shared right to use all of the parking spaces in the University. Parking use will be in compliance with the 2007 Shared Parking Analysis by Associated Transportation Engineers. A copy is attached as Exhibit M.

22.2 Covenant Concerning Parking. CLU covenants that there is no legal impediment to the use of or access to the parking areas of the University or Premises for operation parking.

22.3 Parking. CRPD acknowledges that CLU is in the process of developing a comprehensive Parking Management Plan to address and control parking at the University. The Parking Management Plan will implement a paid parking program at the University. CRPD acknowledges that CLU intends to charge for parking and waives any objection to the charging of parking fees for users. CLU and CRPD agree to work together to develop an equitable program to accommodate CRPD's parking pursuant to the paid parking program. CLU shall retain all funds received by CRPD for the paid parking program to defray CLU's parking maintenance costs. CLU shall have the ability to reserve all parking spaces of Graduation, Scandinavian Festive and three (3) additional times each calendar year with the dates established during the normal scheduling as set forth in Section 19.2.2.

22.4 Usage Fees. Both CLU and CRPD may charge usage fees for their programs and respective uses of the Samuelson Aquatics Center and Community Pool Facility. Each party shall retain all user fees received by that party.

Section 23. Quiet Enjoyment. CLU covenants and agrees that, contingent on paying the Rent due hereunder and performing all of CRPD's other obligations pursuant to this Lease, CRPD shall, during the Term, quietly hold, occupy and enjoy the Premises without hindrance, ejection or molestation by CLU or any other person, subject to the terms of this Lease.

Section 24. Intentionally Omitted.

Section 25. Assignment by CRPD.

25.1 Assignment. CRPD shall not assign this Lease, except (i) with the prior written approval of CLU which shall not be unreasonably withheld, and (ii) only to a public entity.

Section 26. Assignment or Transfer by CLU.

26.1 Transfer Of Title. If any transfer(s) of the title to the fee estate in the Land or the University occurs, CLU (and in the case of any subsequent transfer, the then grantor) automatically shall be relieved from and after the date of such transfer, of all liability with respect to the performance of any obligations on the part of said CLU contained in this Lease thereafter to be performed; provided that any amount then due and payable to CRPD by CLU (or the then grantor), and any other obligation then to be performed by CLU (or the then grantor) under this Lease, either shall be paid or performed by CLU (or the then grantor) or such payment or performance shall be assumed by the transferee. The covenants, conditions and agreements contained in this Lease on the part of CLU shall, subject to the foregoing, be binding on CLU, its successors and assigns, only during and with respect to their respective successive period of ownership. Any such sale, assignment or transfer by CLU shall be made expressly subject to the terms and conditions of this Lease.

26.2 Intentionally omitted.

26.3 Estoppel Certificate. At any time, and from time to time, upon the written request of either Party to this Lease, the other Party, within 30 days of the date of such written request, agrees to execute and deliver to the requesting Party, without charge, a written statement (a) ratifying this Lease; (b) confirming the commencement and expiration dates of the Term; (c) certifying to the CRPD's actual knowledge without any duty of inquiry that CRPD is in occupancy of the Premises and that this Lease is in full force and effect and has not been modified or assigned, except by such modifications as shall be stated therein; (d) certifying that the requesting Party is not in default under this Lease and there are no defenses or offsets against the enforcement of this Lease by the requesting Party or stating the defaults and/or defenses claimed by the certifying Party; (e) reciting the amount of advance Rent, if any, paid by CRPD and the date to which such Rent has been paid; and (f) reciting the amount of security deposited with CLU, if any, in a form substantially similar to Exhibit P attached hereto.

26.4 Subordination. This Lease shall be subject and subordinate to the lien of any bank or institutional or other mortgage or mortgages now or hereafter in force against the fee estate in the University, and to all advances made upon the security thereof, provided that the holder of any such mortgage shall execute and deliver to CRPD an agreement ("SNDA Agreement"), substantially in the form attached hereto as Exhibit G. CRPD agrees, upon receipt of such SNDA Agreement, to execute such further reasonable instrument(s) as may be necessary to subordinate this Lease to the lien of any such mortgage. The term "mortgage" shall include deeds of trust or any other similar hypothecations. Even if an SNDA Agreement has not been provided to CRPD, if any proceedings are brought for foreclosure, or in the event of the exercise of the power of sale under any mortgage or deed of trust made by CLU encumbering the Premises, or a deed in lieu of foreclosure is granted by CLU, or if a lease in which CLU is the lessee is terminated, then provided that the purchaser or lessor shall give CRPD written notice prior to or within 30 days after the effective date of such foreclosure, power of sale, deed in lieu

or termination of master lease that such purchaser or master lessor shall acquire and accept the Premises subject to this Lease, CRPD shall attorn to the purchaser or lessor under such lease upon any foreclosure, sale or lease termination and recognize the purchaser or lessor as CLU under this Lease.

26.5 Access to Premises. Upon reasonable notice to CRPD, and during CRPD's operation hours, CLU may show the Premises to mortgagees and potential mortgagees. Upon reasonable notice to CRPD, CLU may, any time during the last 365 days of the Term, all without rebate of rent or liability to CRPD, provide a sign regarding availability of lease, which is reasonably acceptable to CRPD, as to size and location.

Section 27. Default by CRPD; Remedies of CLU.

27.1 Events of Default. Each of the following shall be deemed an event of default by CRPD (a "CRPD Default") and a breach of this Lease:

27.1.1 Default in the performance of any other covenant or condition of CRPD pursuant to this Lease, or the accuracy of the representations or warranties made by CRPD hereunder shall prove not to be true, for a period of 30 days after notice from CLU of such default. However, notwithstanding the foregoing sentence, if the nature of the CRPD Default is such that more than 30 days are required for its cure, then CRPD shall not be in default if CRPD commences to cure within said 30 days, and thereafter diligently prosecutes the same to completion.

27.1.2 The making by CRPD of any general assignment for the benefit of creditors; the filing by or against CRPD of a petition to have CRPD adjudged bankrupt or of a petition for reorganization or arrangement under any federal or state bankruptcy law (unless, in the case of a petition filed against CRPD, the same is dismissed within 90 days after filing); the appointment of a trustee or receiver to take possession of all or substantially all of CRPD's assets located at the Premises or of CRPD's interest in this Lease and possession is not restored to CRPD within 90 days thereafter; or the attachment, execution or other judicial seizure of substantially all of CRPD's assets located at the Premises or of CRPD's interest in this Lease and possession is not restored to CRPD within 90 days thereafter.

27.2 CLU's Remedies. Upon the occurrence of any CRPD Default and the expiration without cure of any applicable notice and cure periods, CLU may, at its option and in addition to any other rights and remedies given hereunder or by law, do any of the following:

27.2.1 CLU shall have the right at any time thereafter to give notice of termination to CRPD; and on the date specified in such notice (which shall not be less than 30 days after the giving of such notice) this Lease shall, subject to Section 27.3, terminate and come to an end as fully and completely as if such date were the day herein definitely fixed for the expiration of this Lease; and CRPD shall then surrender the Premises pursuant to Section 28 but shall remain liable as hereinafter provided. If any such termination of this Lease occurs, CLU may then or any time thereafter re-enter the Premises by summary proceedings or otherwise, remove therefrom all persons and property, and repossess and enjoy the Premises, without

prejudice to any other remedies that CLU may have by reason of CRPD's Default or of such termination.

27.2.2 CLU shall have the remedy described in California Civil Code Section 1951.4 (lessor may continue lease in effect after lessee's breach and abandonment and recover Rent as it becomes due, if lessee has right to sublet or assign, subject only to reasonable limitations).

27.2.3 CLU shall have the right, without terminating this Lease, to re-enter the Premises by summary proceedings or otherwise if allowed by applicable Laws and remove all persons and property, and CRPD shall remain liable as hereinafter provided. No commencement and prosecution of any action by CLU in unlawful detainer, ejectment or otherwise, or execution of any judgment or decree obtained in any action to recover possession of the Premises, nor any re-entry by CLU, shall be construed as an election to terminate this Lease, unless CLU shall give notice to CRPD of such intention. No such re-entry by CLU shall constitute an election to terminate this Lease unless and until CLU thereafter gives CRPD notice of CLU's election to terminate.

27.2.4 All deposits, security, letter of credit proceeds or other amounts held by CLU or made available by or for the account of CRPD as assurance to CLU for the performance by CRPD of its obligations hereunder shall, if applied by CLU, be applied only to the satisfaction of amounts then owing to CLU hereunder which are Fixed Rent, Insurance, Real Estate Taxes, Utilities or other amounts which are not disputed by CRPD; as to such amounts disputed by CRPD, Section 27.2.5 shall control. Any excess over such amounts due shall be held by CLU only as a deposit, and any amount remaining after application to the obligations of CRPD hereunder shall be returned to CRPD following satisfaction in full of all such obligations. Should CRPD have provided CLU with a letter of credit to secure CRPD's obligations hereunder, CLU shall be entitled to draw upon such letter of credit only after (i) the expiration of all applicable notice and cure periods provided herein without cure by CRPD, and (ii) CLU's giving CRPD 10 days' notice after the expiration of all applicable notice and cure periods that CLU intends to make a draw on the letter of credit, together with a true, correct and complete copy of all of the draft documents and statements of CLU which CLU plans to present to the bank which issued the letter of credit in order to draw on the letter of credit.

27.2.5 Notwithstanding anything to the contrary stated elsewhere in this Lease, if CRPD disputes whether or not CRPD must cure an alleged CRPD Default (other than for the payment of Fixed Rent) after notice thereof from CLU, and any court of competent jurisdiction subsequently determines that CLU is entitled to a final unappealed judgment of possession due to CRPD's failure to timely cure the alleged CRPD Default, then CRPD shall have such cure period provided in this Lease in which to cure such CRPD Default, commencing from the date of entry of judgment. However, if such CRPD Default cannot be cured within such period, the cure period will be extended by the reasonable period required to cure such CRPD Default; provided that CRPD has, prior to the expiration of the cure period, begun to cure, and thereafter diligently prosecutes the curing of, such CRPD Default. CLU shall stay the warrant of eviction or other execution of judgment during the cure period. If CRPD completes such cure in a timely fashion, CLU waives any rights it may have to execute on the warrant of eviction or other execution of judgment, and CRPD may apply to the court for a permanent stay

of execution of the warrant of eviction or other execution of judgment based upon the curing of such CRPD Default. Notwithstanding any notice of termination given by CLU hereunder, neither this Lease nor CRPD's leasehold estate in the Premises shall terminate pursuant to this Section, unless all the following events have taken place: (1) a court of competent jurisdiction determines that CLU is entitled to a final judgment of possession due to CRPD's failure to timely cure the alleged CRPD Default; (2) CRPD has exhausted its appeals therefrom (including failure to timely file a notice of appeal); and (3) CRPD has thereafter failed to timely cure the CRPD Default pursuant to the provisions of this Section.

27.3 Damages. Should CLU terminate this Lease for default pursuant to Section 27.2, CLU shall be entitled, at CLU's election, to damages as provided by law, including those set forth in California Civil Code Section 1951.2. Such damages shall include, subject to the limitations provided in said section 1951.2:

(a) The worth at the time of award of the unpaid Rent and other sums owing by CRPD to CLU under this Lease that had been earned at the time of termination of this Lease;

(b) The worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such loss of Rent that CRPD proves could have been reasonably avoided;

(c) The worth at the time of award of the amount by which the unpaid Rent for the balance of the Term, specifically excluding any unexercised Extension Periods, after the time of award exceeds the amount of such loss of Rent that CRPD proves could be reasonably avoided;

(d) Any other amount necessary to compensate CLU for all detriment proximately caused by CRPD's failure to perform CRPD's obligations under this Lease, or which in the ordinary course of things would be likely to result therefrom, including but not limited to attorneys fees and costs; and

(e) The "worth at the time of the award" of the amounts referred to in clauses (a) and (b) above is computed by allowing interest at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award plus 1%. The "worth at the time of the award" of the amount referred to in clause (c) above is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award plus 1%.

27.4 Mitigation of Damages. In the event of any re-entry or termination finally occurs under this Section 27, CLU agrees to use its best commercially reasonable efforts to relet the Premises at a commercially reasonable rent. CLU may execute any lease made pursuant to the terms of this Section in CLU's own name and CRPD shall have no right or authority whatsoever to collect any rent from such subtenant.

Section 28. Surrender of Premises and Removal of Property.

28.1 Surrender. At the expiration or other termination of this Lease, CRPD shall surrender the Premises to CLU in its as is condition. On or before the expiration or other termination of this Lease, CRPD shall remove all its personal property and trade fixtures from the Premises and repair all damage incurred in such removal. Other than such items removed by CRPD, all alterations, additions, and improvements in or upon the Premises made by either Party (except the items excluded below), shall become the property of CLU and shall remain upon and be surrendered with the Premises as a part thereof at the termination or other expiration of the Term. The following items shall be excluded from the surrender of the Premises and retained by CRPD: CRPD's installed equipment, cabinets, shelving, loose equipment or counters, all other loose equipment, any electronic equipment, CCTV monitors and cameras, telephones, computers, computer systems, printers, fax machines, radio frequency equipment, satellite dishes, furniture, fixtures, satellite communications dishes and related equipment, signs, security systems, safe(s), storage equipment and shelving, floor coverings, decorative wall panels (but not walls), and all internal and external signage. It is agreed that the foregoing list shall not be construed to include the heating, air conditioning, and cooling system for the Building or any security system wiring, control boxes, cameras or other security equipment which is integrated into and attached to the Building construction.

Section 29. Intentionally Omitted.

Section 30. CLU's Warranties, Representations, and Covenants.

30.1 Warranties and Representations. CLU warrants, represents, covenants and agrees as follows:

30.1.1 CLU is the sole owner of the entire fee simple estate in the Premises and the University and by this instrument conveys a good leasehold interest in the Premises to CRPD in accordance with the terms and conditions hereof. CLU's title to the Premises and the University is good and marketable, free and clear of any claims of other parties, encumbrances, mortgages, deeds of trust or other liens, restrictions, reservations or defects in title, other than those set forth in Exhibit H and Q, if any, none of which will or could interfere with or impair or result in any interference with or impairment of CRPD's use, occupancy and enjoyment of the Premises or with CRPD's rights hereunder.

30.1.2 CLU has not entered and shall not enter into any exclusive use restrictions, restrictive covenants or other agreements, which would prevent CRPD from occupying the Premises for the purposes provided in Section 18.1, or prevent the full use of the parking areas shown on the Site Plan.

30.1.3 On the date of delivery of possession of the Premises to CRPD, to CLU's actual knowledge, the Premises and the North Campus shall have been constructed in compliance with all Laws, shall be free and clear of all violations, orders, or notices of violations of Laws.

30.1.4 To CLU's actual knowledge, there are no restrictions or other legal impediments either imposed by Laws, (including applicable zoning and building ordinances) or by any contracts or other instrument and no exclusive use restrictions in other CRPDs' leases,

restrictive covenants or other agreements, which would prevent (i) the use of the North Campus, including the Premises, in the manner contemplated by this Lease; (ii) the use of the parking facilities, access roads, and other Common Areas in the manner contemplated by this Lease; or (iii) CLU's full performance of its obligations hereunder. If at any time during the Term any applicable law enacted after the Feasibility Period shall not permit the use of the Premises as permitted under this Lease, then without waiving any other rights it may have, CRPD may terminate this Lease by giving CLU notice thereof.

30.1.5 The North Campus shall have on the Date of Possession, full pedestrian and vehicular access from Monteclef Blvd. and Campus Drive.

30.1.6 As of the date on which CLU shall deliver possession of the Premises to CRPD, the Premises and the North Campus shall be free from contamination by Hazardous Substances, except those required for pool maintenance at the Samuelson Aquatics Center.

30.1.7 To the CLU's actual knowledge, there are no actions, suits or proceedings of any kind or nature whatsoever, legal or equitable, pending or, to CLU's knowledge, threatened against the Premises or CLU in any court or before or by any federal, state, county or municipal department, commission, board, bureau or agency or other governmental instrumentality, including, without limitation, any condemnation or eminent domain proceedings.

30.1.8 No person, firm, corporation or other legal entity whatsoever (other than CRPD) has any right or option whatsoever to acquire or lease the Premises or any portion or portions thereof or any interest or interests therein.

30.1.9 To CLU's actual knowledge, on the Effective Date, the Premises are not and will not be subject to or affected by any special assessments, whether or not presently a lien thereon, except as shown on the title policy.

30.1.10 To CLU's actual knowledge, there is no existing non-compliance or breach of any ordinance, code, law, rule, requirement or regulation applicable to the Premises.

30.1.11 To CLU's actual knowledge, there are no actions, suits, proceedings or proposals of any kind or nature whatsoever pending or being considered relating to any proposed changes to the highways, roadways and/or access ways adjoining or adjacent to the University, including without limitation, the widening thereof, proposed or pending construction of road medians, proposed or pending construction of acceleration/deceleration lanes, changes in or additions to existing or approved curb cuts, proposed or pending installation or removal of traffic lights or any other changes or proposed changes in traffic patterns or management of traffic flow.

30.1.12 CLU shall, as expeditiously as possible and in no event later than 60 days prior to the CLU's delivery of the Premises, obtain all consents and approvals required to be obtained (if any) from all non-governmental third parties including CRPDs, occupants and lenders for the use permitted under this Lease, the construction, repair and maintenance (as applicable) of a building on the University Property in accordance with this Lease and the

granting of any and all the easements provided for in this Lease. CLU shall provide evidence of such consents and all other information reasonably requested by CRPD and its title insurer within 20 days following the Effective Date of this Lease.

30.1.13 CLU has not used, operated or permitted the use of the University Property in any manner for the storage, use, treatment, manufacture or disposal of any Hazardous Substances (as hereinafter defined), and to the best of CLU's actual knowledge, the University Property has not ever been used or operated for the storage, use, treatment, manufacture or disposal of any Hazardous Substances.

30.1.14 This Lease does not violate the provisions of any instrument heretofore executed by CLU, and the execution of this Lease has been duly and validly authorized on behalf of CLU.

30.1.15 On the Date of Term Commencement, the water lines, gas mains, electric power lines, and sanitary and storm sewers located on the University shall be adequate for CRPD's physical connection and use for the Community Pool Facility.

30.1.16 CLU is a private educational institution duly organized, validly existing and in good standing under the laws of the State of California. CLU has the limited power and authority to execute, deliver and perform this Lease and to carry on its business as it is currently being conducted. This Lease has been duly authorized by all necessary action on the part of CLU and has been duly executed and delivered by CLU. This Lease does not violate the provisions of any agreement, instrument or document to which CLU is a party or by which CLU or its properties are bound.

30.1.17 Each person executing and delivering this Lease on behalf of CLU has been duly authorized to do so.

30.1.18 This Lease constitutes the legal, valid and binding obligation of CLU enforceable against CLU in accordance with its terms, except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium and other principles relating to or limiting the rights of contracting Parties generally.

30.1.19 CLU is not bankrupt or insolvent under any applicable Federal or state standard. CLU has not filed for protection or relief under any applicable bankruptcy or creditor protection statute. CLU has not been threatened by creditors with an involuntary application of any applicable bankruptcy or creditor protection statute. CLU is not entering into the transactions described in this Lease with an intent to defraud any creditor or to prefer the rights of one creditor over any other.

30.2 CRPD's Remedies for Breach. If any of the foregoing representations proves to be inaccurate, or if CLU breaches any of the foregoing warranties, covenants or agreements, CLU shall indemnify and hold harmless CRPD from and against any loss and cost, including reasonable Attorneys' Fees and consequential damage incurred by CRPD as a result thereof, and if CRPD gives CLU notice of any such loss or cost arising due to such an inaccuracy or breach of any of the foregoing warranties, covenants or agreements, then CLU shall pay to

CRPD the amount of such loss or cost in immediately available and unencumbered funds to such bank account as CRPD shall hereafter direct by notice to CLU.

Section 31. CRPD's Warranties and Representations.

31.1 Warranties and Representations. As a material inducement to the CLU to enter into this Lease, CRPD warrants, represents, covenants and agrees as follows:

31.1.1 CRPD is a special district duly incorporated, validly existing and in good standing under the laws of the State of California. CRPD has the power and authority to execute, deliver and perform this Lease and to carry on its business as it is currently being conducted. This Lease has been duly authorized by all necessary action on the part of CRPD and has been duly executed and delivered by CRPD. This Lease does not violate the provisions of any agreement, instrument or document to which CRPD is a party or by which CRPD or its properties are bound.

31.1.2 This Lease constitutes the legal, valid and binding obligation of CRPD enforceable against CRPD in accordance with its terms, except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium and other principles relating to or limiting the rights of contracting parties generally.

31.1.3 Each person executing and delivering this Lease on behalf of CRPD has been duly authorized to do so.

31.1.4 CRPD by this instrument accepts the leasehold estate conveyed herein in accordance with the terms, conditions and provisions hereof.

31.2 CLU's Remedies for Breach. If any of the foregoing representations proves to be inaccurate, or if CRPD breaches any of the foregoing warranties, covenants, or Leases, CRPD shall indemnify and hold harmless CLU from and against any and all losses and cost, including reasonable Attorneys' Fees and consequential damage incurred by CLU as a result thereof, and CLU may, at its option, terminate this Lease upon notice to CRPD and be released of and from all further liability hereunder.

Section 32. Equal Employment Opportunity. The Parties also agree that they shall not discriminate against any employee, applicant, or user because of race, color, religion, sex, national origin, age, or any other characteristic protected by federal, state or local law.

Section 33. Unavoidable Delays; Force Majeure. Except as otherwise provided in this Lease, if either Party shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, inclement weather, terrorism, earthquake, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a similar or dissimilar nature not the fault of such Party, then performance of any such act shall be extended for a period equivalent to the period of such delay, provided the Party prevented, delayed or stopped shall have given the other Party notice thereof within 30 days of such event causing the prevention, delay or stoppage. The foregoing, however, shall not operate to excuse either Party from

securing necessary financing to meet its obligations or from the payment of any monetary sums due under the terms of this Lease.

Section 34. Reasonable Consent. Except as otherwise expressly provided herein, if the consent, approval or permission of CLU or CRPD is required hereunder, CLU and CRPD agree that they shall not unreasonably or arbitrarily withhold, delay or condition such consent, approval or permission. If CLU or CRPD fails to respond to any request for consent, approval or permission within 15 days (or such longer or shorter period as is herein specified) after receipt of such request, then said consent, approval or permission shall be conclusively deemed to have been granted and the other party may proceed without further action, approval or permission. If any such consent, approval or permission is specifically withheld, CLU or CRPD shall set forth in writing its reasons for such withholding, which reasons must be reasonable under the circumstances presented.

Section 35. Effect of Termination of Lease. Should either Party terminate this Lease pursuant to any express right to terminate this Lease stated elsewhere herein, then upon such termination, this Lease shall be of no further force or effect and neither CLU nor CRPD shall have any further rights or obligations hereunder (except for any rights or obligations that expressly survive termination hereof).

Section 36. Submission of Lease. The submission by CRPD to CLU of this Lease shall have no binding force or effect, shall not constitute an option for the leasing of the Premises, and shall not confer any rights or impose any obligations upon either Party until the execution thereof by CLU and the delivery of any executed original copy thereof to CRPD.

Section 37. Miscellaneous.

37.1 Governing Law, Costs. This Lease shall be governed by and construed in accordance with the laws of the State of California.

37.2 Integration, Modification, Waiver. This Lease constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous communications. This Lease may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one lease agreement. Counterparts may be delivered by facsimile, provided the original executed counterparts are delivered to the recipient within 5 business days after delivery of the facsimile, using any of the methods for giving notice under Section 37.5. No addition to or modification of any term hereof shall be effective unless set forth in writing and signed by both CLU and CRPD. No waiver of a covenant, condition or time period set forth herein shall be deemed a waiver of any other covenant, condition or time period.

37.3 Parties, Successors. All of the provisions of this Lease shall inure to the benefit of and shall be binding upon the successors and assigns of the Parties, except as otherwise provided in Section 25 or Section 26. The relationship of the Parties is that of Landlord and Tenant, and nothing contained herein shall make either Party the fiduciary, agent or delegate of the other for any purpose. This Lease shall not be deemed to create any form of

business organization between the Parties. If CLU is comprised of more than one person or entity, the obligations of the persons and/or entities comprising CLU are joint and several.

37.4 Severability, Further Assurances. Should any one or more provisions of this Lease be determined to be illegal or unenforceable, all other provisions shall nevertheless be effective. The exercise of any remedy under this Lease shall not be a waiver of any remedy provided by law or in equity. Provisions for any remedy herein shall not exclude any other remedies unless they are expressly excluded. Each of the Parties shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent of this Lease.

37.5 Notices. All notices or demands shall be in writing and shall be delivered personally, electronically, or by overnight or certified mail. Delivery shall be deemed conclusively made on the soonest to occur of any of the following: (A) at the time of delivery if personally delivered, (B) immediately in the event notice is delivered by transmittal over electronic or telephonic transmitting devices, such as telecopy or e-mail, provided, the party to whom the notice is delivered has a compatible device and electronically or by other written document confirms receipt thereof, or such party otherwise confirms actual receipt thereof, and provided further that a hard copy of said notice is sent by certified mail in accordance with this Section 37.5 within twenty-four hours thereof, or (C) one day after deposit thereof if served by overnight mail or 5 business days after deposit thereof if served by certified mail in the United States mail, properly addressed and postage prepaid, return receipt requested.

In all cases, notices or other communications must be addressed to the respective addresses listed below:

To CLU:

California Lutheran University  
60 West Olsen Road  
Thousand Oaks, CA 91360  
Attn: Vice President of Finance  
Tel: 805-493-3182  
Fax: 805-493-3886

With copies to:

Nordman Cormany Hair & Compton, LLP  
1000 Town Center Drive, Sixth Floor  
Oxnard, CA 93036-1132  
Attn: Nancy Kierstyn Schreiner  
Tel: 805-988-8318  
Fax: 805-988-7718  
E-mail: nschreiner@nchc.com

To CRPD:

Conejo Recreation and Park District  
403 West Hillcrest Drive  
Thousand Oaks, CA 91360  
Attention: General Manager  
Tel: 805-495-6471  
Fax: 805-497-3199

37.6 Time. Time is of the essence of each provision of this Lease. If any date or time period herein is or ends on a day that is not a business day, then such date or period shall automatically be extended to the next business day. "Business Day" or "business day" means any day that is not a Saturday, Sunday or federal, state or legal holiday observed in the State. All references to "days" in this Lease that do not expressly specify business days mean calendar days. Wherever herein there is a day or time period established for performance and such day or the expiration of such time period is a Saturday, Sunday or holiday, then such time for performance shall be automatically extended to the next business day.

37.7 Interpretation, Construction. Each Party and its respective attorneys have participated equally in the drafting, preparation and negotiation of this Lease, which shall be construed accordingly. All schedules and exhibits to this Lease are incorporated in this Lease by this reference.

37.8 No Precedential Value. CLU and CRPD expressly acknowledge and agree that this Lease is being entered into in connection with CRPD's establishment of a new Community Pool Facility, and as a result, the terms stated in this Lease shall be of no precedential value should CLU and CRPD negotiate any other Lease at any time hereafter.

37.9 Notice of Premises. CLU must give CRPD at least 30 days' prior notice of any anticipated sale of the Premises.

37.10 Plats and Riders. Clauses, plats, riders and addenda, if any, affixed to this Lease are a part hereof.

37.11 Paragraph Headings. The paragraph titles and headings of this Lease are not a part of this Lease and are not intended to be full and accurate descriptions of the contents of the paragraph and shall have no effect upon the construction or interpretation of any part of this Lease.

37.12 Interest. In the event either party fails to pay any rent or any other sum due to the other party under the terms of this Lease on the due date, the sum due shall earn interest ("Interest Rate") at the lesser of (a) the Bank of America prime rate (reference rate) plus 1% and (b) the maximum rate permitted by applicable Laws and such interest shall be due and payable by CRPD as additional rent..

37.13 Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.

37.14 Sale of Premises by CLU. In the event of any sale of the Premises by CLU, CLU shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale; and the purchaser at such sale or any subsequent sale of the Premises shall be deemed, without any further agreement between the parties or their successors-in-interest or between the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of CLU under this Lease.

37.15 Choice of Forum. Any dispute that arises under or relates to the Premises or the Lease shall be resolved in Ventura County, California, or in the Superior Court in Ventura County or in the federal court for the Central District of California in Los Angeles County.

37.16 Authority. Each individual executing this Lease represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of their respective party.

37.17 Relationship. This Lease does not create any agency, partnership, franchise, employment or joint venture relationship between CLU and CRPD.

37.18 No Third-Party Rights. The covenants, agreements and other terms of this Lease are for the exclusive benefit of the parties to this Lease, and no other person, including the creditors of any party, is entitled to any right or claim against CLU or CRPD by reason of any of the terms of this Lease or is entitled to enforce any of these terms against CLU or CRPD.

37.19 Other Tenancies. Subject to the limitations of Section 18, CLU reserves the absolute right to affect such other tenancies in the University owned by it as CLU shall determine, in the exercise of its sole business judgment to best promote CLU's interests. CRPD does not rely on the fact, nor does CLU represent, that any specific CRPD, type of CRPD or number of CRPDs shall during the Term occupy any space in the University, regardless of what is shown on any drawing. Save and except as set forth in Section 18, nothing contained in this Lease shall be deemed to give CRPD an express or implied exclusive right to operate any particular type of operation, or require that CLU obtain or retain any number, percentage or type of CRPDs in the Shopping Center, or any particular CRPD or CRPDs.

37.20 Survival of Obligations. In the event of any early termination of this Lease under and pursuant to any of the terms and provisions hereof or the normal expiration of the Term, all obligations of CLU and CRPD accruing prior to such termination or expiration, and all obligations of CLU and CRPD to be performed after such termination or expiration as set forth in this Lease, shall be fully performed by CLU or CRPD, as the case may be, regardless of whether or not such performance is required to take place or does in fact take place subsequent to the date of expiration or termination. No early termination nor the normal expiration of this Lease shall release CLU or CRPD from any liabilities or obligations accruing prior to the date of termination or expiration, or obligations to be performed by each after the normal expiration or earlier termination of this Lease, nor shall the indemnity obligations of CLU or CRPD as set forth in this Lease be released or terminated as to acts or omissions occurring prior to the termination date.

37.21 Further Documents. Each party shall execute and deliver all such further instruments, documents and papers, and shall perform any and all acts necessary, to give full force and effect to all of the terms and provisions of this Lease.

37.22 No Warranties. CRPD acknowledges that except as expressly provided in this Lease neither CLU nor CLU's agents or employees have made any representation or warranty, express or implied, including but not limited to the suitability of the Premises for the conduct of CRPD's business.

Section 38. Attorneys' Fees. In the event of any claim, dispute or controversy arising out of or relating to this Agreement, including an action for declaratory relief, the prevailing party in such action or proceedings shall be entitled to recover his court costs and reasonable out of pocket expenses not limited to taxable costs, including but not limited to phone calls, photocopies, expert witness, travel, etc. and reasonable attorney expenses and attorney fees on appeal, if any.

The court shall determine who is the "prevailing party," whether or not the dispute or controversy proceeds to final judgment. If either party is reasonably required to incur such out of pocket expenses and attorney fees as a result of any claim arising out of or concerning this Agreement or any right or obligation derived hereunder, then the prevailing party shall be entitled to recover such reasonable out of pocket expenses and attorney fees whether or not an action is filed.

Section 39. Equal Participation in Drafting. No inference, assumption, or presumption shall be drawn from the fact that a party or his attorney prepared and/or drafted this Agreement. It shall be conclusively presumed that all parties participated equally in the preparation and/or drafting of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Ground Lease on the day and year first set forth above.

CLU:

CALIFORNIA LUTHERAN UNIVERSITY,  
a California non-profit corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

CRPD:

CONEJO RECREATION AND PARK DISTRICT,  
a Special District

By: \_\_\_\_\_

  
James T. Friedl, Jr.,  
General Manager

## SCHEDULE 1

### **DEFINITIONS**

“Attorneys’ Fees” is defined in Section 40.

“Building” is defined in Section 1.2.

“Business Address” is the principal place of business for each party.

“Business Day” is defined in Section 37.6.

“Certificate of Occupancy” is a certificate of occupancy or any equivalent documentation which confirms that the Premises are available for CRPD to take possession, fixture, and open for operation.

“Claim” and “Claims” are defined in Section 12.1.

“Common Area Charges” is defined in Section 14.

“Common Areas” means all areas used on a nonexclusive basis by the CRPDs of the University and their employees, customers, users and other invitees, including without limitation, paved parking areas, paved service areas, sidewalks, ramps, roadways, driveways, curbs, curb cuts and all similar facilities and areas of the University now or hereafter existing in the University. As used herein, the term “Common Areas” shall mean all areas within the exterior boundaries of the University which are now or hereafter made available for general use, convenience and benefit of CRPDs and their customers, including automobile parking areas, if any, driveways, sidewalks and landscaped and planted areas as reflected in Exhibit L.

“Date of Rent Commencement” is defined in Section 1.8.

“Date of Term Commencement” is defined in Section 1.8.

“Early Termination” is defined in Section 1.4.

“Effective Date” is defined in the first paragraph of this Lease.

“Entitlements” means all approvals, authorizations and entitlements relating to land use from the City and other authorities deemed necessary or appropriate by CLU and CRPD, including without limitation zone change, general and/or specific plan amendments, tentative tract map(s), conditional use permits, and site plan approval, to improve the Community Pool Facility as contemplated by CLU and CRPD, but excluding any building permits, all in form approved by CRPD, which approval shall be withheld on through the exercise of CRPD’s good faith business judgment and Exhibit R.

“Environmental Hazard” means any of the following: (a) discovery in the Premises or the Shopping Center of asbestos or asbestos-containing materials, or of any condition or substance that violates any applicable environmental, health or hazardous waste law or

regulation, including without limitation, the Occupational Safety and Health Act, or any hazardous or toxic substances, wastes or materials, including oil and petroleum derivatives and products, asbestos, lead paint and radon (collectively "Hazardous Substances"); (b) issuance of any clean-up order by any governmental agency as a result of any event described in clause (a); (c) issuance by any court or governmental agency of any order or judgment permanently or temporarily closing down the Premises or any other part of the Shopping Center as a result of any event described in clause (a) or (b); or (d) the performance of any work for the purpose of remedying or complying with any of the foregoing.

"Fixed Rent" is defined in Section 1.10.

"Including" shall mean including without limitation.

"CLU" is defined in the first paragraph of this Lease.

"CLU's Business Address" is defined in Section 37.5.

"Laws" means all applicable laws, statutes, ordinances, and regulations of local, municipal, state and federal governmental authorities including those relating to public health and safety, access for disabled and handicapped people, sprinkler systems, building codes, and hazardous substances.

"Lease" is defined in the first paragraph of this Lease.

"Lease Year" is defined in Section 3.4.1.

"Memorandum" is defined in Section 3.3.

"North Campus" shall mean the portion of the University north of Olsen Road on the University Property in Thousand Oaks, California.

"Outside Delivery Date of Premises" is the date by which CLU must deliver Premises or CRPD shall be entitled to exercise its remedies and is specified in Section 1.6.

"Outside CLU Entitlements Date" is defined in Section 1.5.

"Parking Spaces" is defined in Section 1.12.

"Parties" and "Party" are defined in the first paragraph of this Lease.

"Permits and Construction Period" is defined in Section 1.7.

"Permits and Licenses" shall mean any and all permissions, permits, licenses and other indicia of governmental approvals from the City and other Authorities deemed necessary or appropriate by CRPD excluding Alcoholic Beverage Permits.

"Premises" is defined in Section 1.1.

"Real Estate Taxes" shall mean all real estate taxes, assessments (excluding assessments levied for the period prior to the Date of Rent Commencement), water and sewer rates and charges, and other governmental levies and charges, general and special, ordinary and extraordinary, foreseen as well as unforeseen, which are assessed, levied, imposed or become a lien upon the University as shall be finally determined after deducting abatements, refunds, rebates or credits, if any (less the reasonable cost of obtaining the same), to be payable with respect to the University for such period but expressly excluding any and all increases to such taxes and assessments due to any reassessment triggered by any transfer of all or any portion of the CLU's right, title or interest in the University. If any such Real Estate Tax is payable at the option of the taxpayer in installments, Real Estate Taxes for each Lease Year shall be deemed to include only the installments which become due in such Lease Year. Nothing herein shall be construed to include in Real Estate Taxes any inheritance, estate, succession, transfer, gift, franchise, corporation, income, sales, net profit tax or capital levy that is or may be imposed on CLU, nor any penalty for late payment of Real Estate Taxes imposed on CLU nor any interest thereon provided that CRPD has timely paid its Pro Rata Share of all such Real Estate Taxes. Real Estate Taxes shall in no event include penalties imposed by the taxing authority for late payment (except for a late payment by CRPD) or for any Real Estate Tax or assessment levied with respect to periods prior to the commencement of the Term.

"Rent" is defined in Section 1.10.

"Samuelson Aquatics Center" shall mean the Olympic pool, locker rooms, and restrooms on the University North Campus as defined in Section 1.3.

"Site Plan" is defined in Section 2.3.1.

"SNDA Agreement" is defined in Section 26.4.

"Substantially Completed" shall mean that a clear final inspection report for CLU's Work shall have been issued and that CLU's Work shall have been fully completed except for minor incomplete items or deficiencies, provided that any such incomplete items or deficiencies shall not (1) hinder CRPD's work in or about the Premises, or (2) prevent CRPD from obtaining a Certificate of Occupancy, or opening for business, or both.

"CRPD" is defined in the first paragraph of this Lease.

"CRPD Alteration" is defined in Section 19.1.

"CRPD Default" is defined in Section 27.1.

"CRPD's Business Address" is defined in Section 37.5.

"CRPD's Construction Costs" is defined in Section 7.3.1.

"CRPD's Pro Rata Share" of costs shall mean a fraction, the numerator of which is the leasable ground floor area of the Building and the denominator of which is the leasable ground floor area of all buildings within the Shopping Center.

“CRPD’s Work” is defined in Section 6.1.

“Term” is defined in Section 3.4.3.

“Title Company” means TBD Title Company, Attention: \_\_\_\_\_.

“Undisputed Amount” means, as to any amount of Rent due other than the Fixed Rent, such amount due, minus any amount which the CRPD has certified to CLU in writing as being disputed in good faith (and as to which no final adjudication has been made).

“University” shall mean the entire campus of California Lutheran University located in Thousand Oaks, California.

**EXHIBIT "A"**  
**(COMMUNITY POOL LEASE AREA)**

Those portions of Lots 1, 2 and 3, Fractional Sections 21 and 28, Township 2 North, Range 19 West, Rancho El Conejo, in the City of Thousand Oaks, County of Ventura, State of California, according to that certain repartition map recorded in Book 5 Page 14 of Miscellaneous Records (Maps) in the office of the Recorder of said County, and as shown on the map filed in Book 20 at Page 28 of Records of Survey of said County described as follows:

That portion of Parcel 2, of LLA 2003-425, recorded as Document Number 20040123-016528 of Official Records in the Office of the County Recorder of said county described as follows:

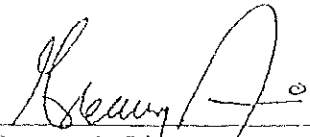
Commencing at a the southeast corner of said Lot 2; thence along the easterly of said Parcel 2, North 00°06'41" West, a distance of 193.42; thence at right angles, South 88°53'19" West, distance of 320.86 feet to the **Point of Beginning**; thence,

- 1<sup>st</sup> North 57°59'32" West, a distance of 88.15 feet; thence,
- 2<sup>nd</sup> North 31°13'59" East, a distance of 5.49 feet; thence,
- 3<sup>rd</sup> North 59°59'42" West, a distance of 47.91 feet; thence,
- 4<sup>th</sup> North 28°53'27" East, a distance of 24.60 feet; thence,
- 5<sup>th</sup> North 60°32'34" West, a distance of 22.62 feet; thence,
- 6<sup>th</sup> North 29°21'33" East, a distance of 88.12 feet to the beginning of a tangent curve concave southeasterly with a radius of 2.00 feet; thence along said curve,
- 7<sup>th</sup> Northeasterly an arc distance of 1.29 feet through a central angle of 37°03'08"; thence,
- 8<sup>th</sup> North 66°24'41" East, a distance of 3.85 feet to the beginning of a tangent curve concave southwesterly with a radius of 2.00 feet; thence along said curve,
- 9<sup>th</sup> Southeasterly an arc distance of 3.12 feet through a central angle of 89°22'31"; thence,
- 10<sup>th</sup> South 24°12'48" East, a distance of 28.92 feet; thence,
- 11<sup>th</sup> South 68°35'19" East, a distance of 6.77 feet; thence,
- 12<sup>th</sup> North 66°15'25" East, a distance of 72.15 feet to the beginning of a tangent curve concave southerly with a radius of 5.20 feet; thence along said curve,

- 13<sup>th</sup> Easterly and southeasterly an arc distance of 6.12 feet through a central angle of 67°27'53"; thence,
- 14<sup>th</sup> South 46°16'42" East, a distance of 7.93 feet to the beginning of a tangent curve concave westerly with a radius of 5.50 feet; thence along said curve,
- 15<sup>th</sup> Southeasterly and southerly an arc distance of 4.44 feet through a central angle of 46°16'42"; thence,
- 16<sup>th</sup> South, a distance of 106.69 feet to the beginning of a tangent curve concave northwesterly with a radius of 6.00 feet; thence along said curve,
- 17<sup>th</sup> Southwesterly and westerly an arc distance of 9.42 feet; through a central angle of 90°00'00"; thence,
- 18<sup>th</sup> West, a distance of 20.44 feet; thence,
- 19<sup>th</sup> South, a distance of 63.27 feet to the Point of Beginning.

Contains: 17,557 Square Feet

The above described parcel of land is delineated on the attached Exhibit "B".

  
\_\_\_\_\_  
Gregory L. Rice  
L.S. 8201 (Exp. 03/31/09)

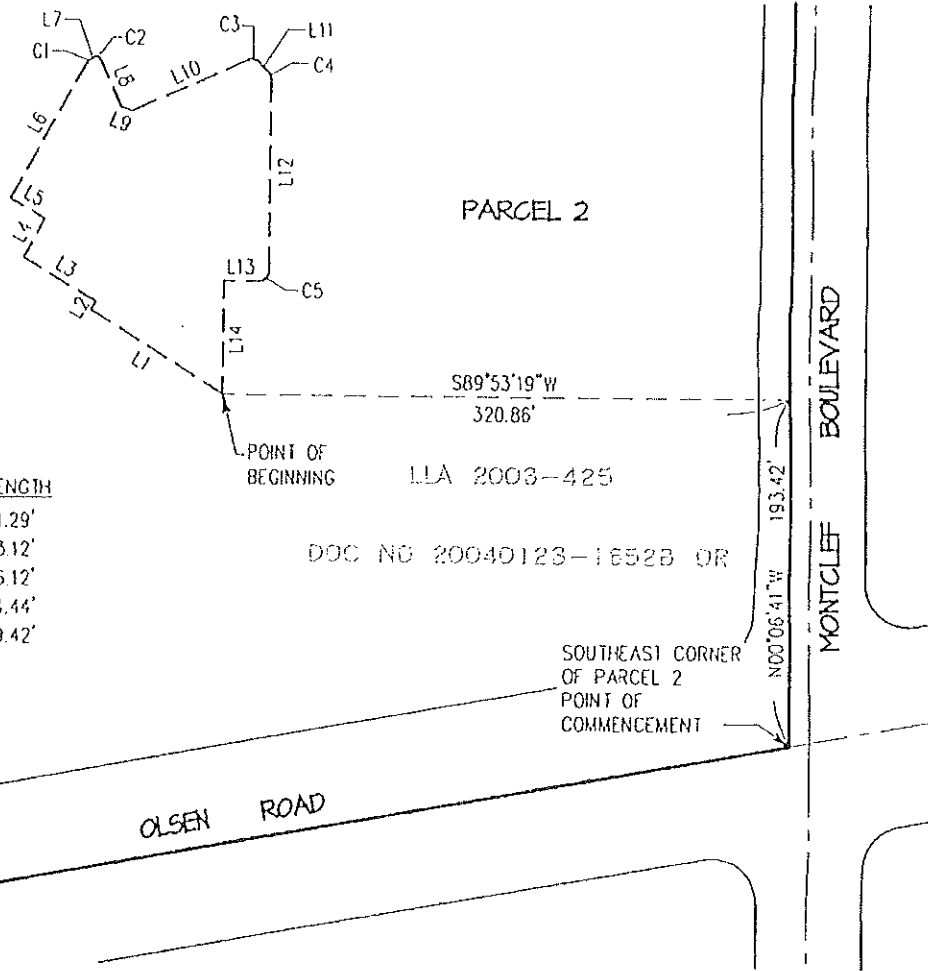
2/8/08  
Date



# EXHIBIT "A2"

ONE SHEET ONLY

(COMMUNITY POOL LEASE AREA)



### CURVE DATA

| NO | DELTA     | RADIUS | LENGTH |
|----|-----------|--------|--------|
| C1 | 37°03'08" | 2.00'  | 1.29'  |
| C2 | 89°22'31" | 2.00'  | 3.12'  |
| C3 | 67°27'53" | 5.20'  | 6.12'  |
| C4 | 46°16'42" | 5.50'  | 4.44'  |
| C5 | 90°00'00" | 6.00'  | 9.42'  |

DOC NO 20040123-16528 OR

SOUTHEAST CORNER OF PARCEL 2  
POINT OF COMMENCEMENT

### LINE DATA

| NO  | BEARING     | DISTANCE |
|-----|-------------|----------|
| L1  | N57°59'32"W | 88.15'   |
| L2  | N31°13'59"E | 5.49'    |
| L3  | N59°59'42"W | 47.91'   |
| L4  | N28°53'27"E | 24.60'   |
| L5  | N60°32'34"W | 22.62'   |
| L6  | N29°21'33"E | 88.12'   |
| L7  | N66°24'41"E | 3.85'    |
| L8  | S24°12'48"E | 28.92'   |
| L9  | S68°35'19"E | 6.77'    |
| L10 | N66°15'25"E | 72.15'   |
| L11 | S46°16'42"E | 7.93'    |
| L12 | SOUTH       | 106.69'  |
| L13 | WEST        | 20.44'   |
| L14 | SOUTH       | 63.27'   |

100' 50' 0' 100' 200'

SCALE: 1"=100'

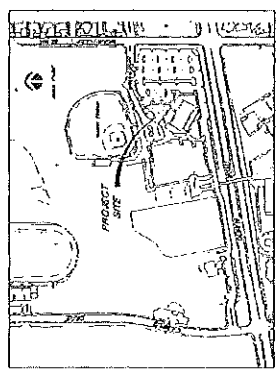
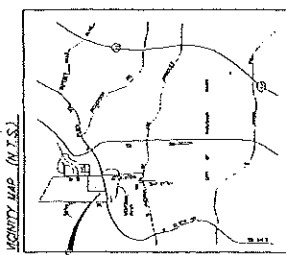
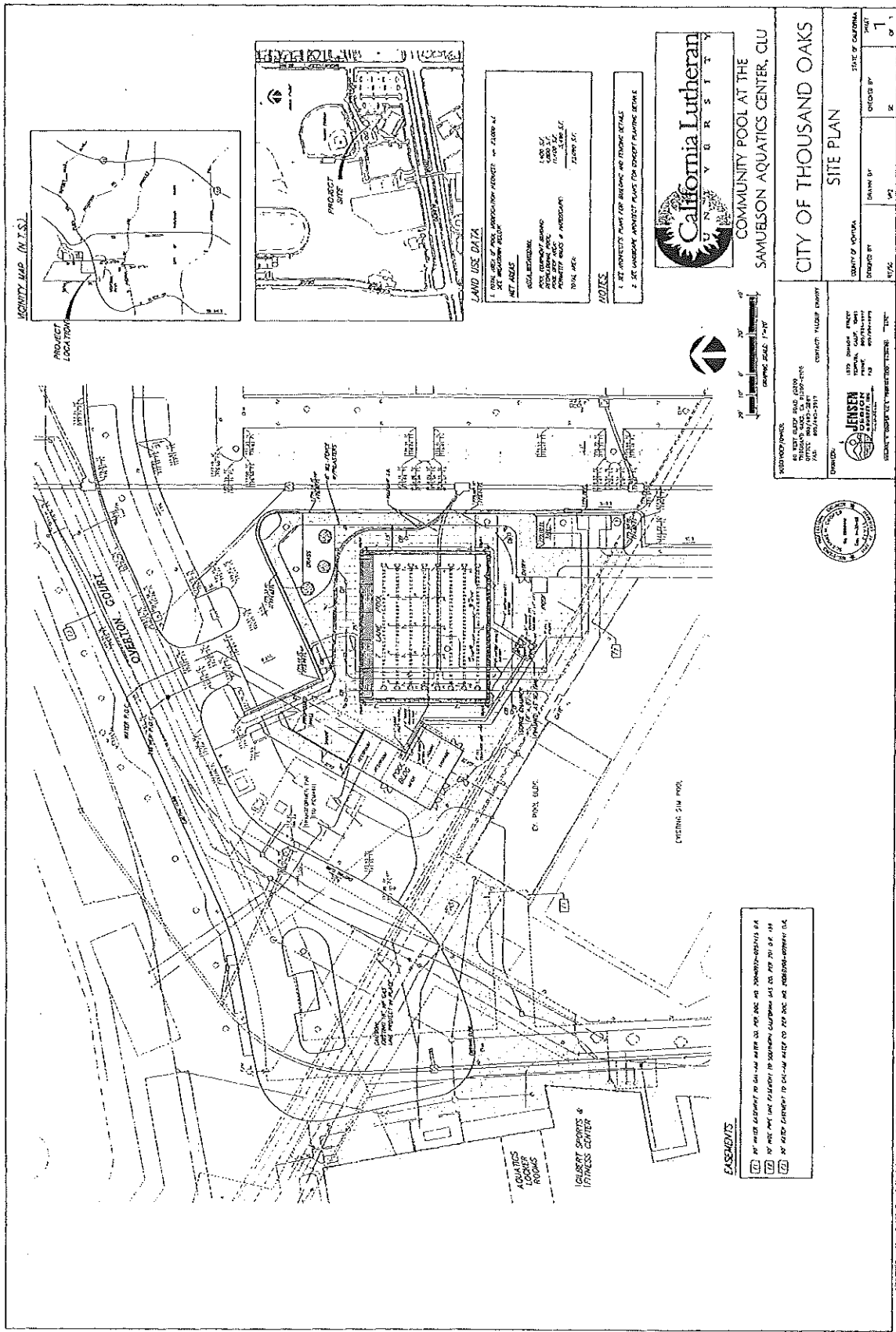
SHADED AREA DENOTES LAND DESCRIBED IN THE ATTACHED EXHIBIT "A"

GREG L. RICE  
LS 8201 (EXP. 03-31-09)

2/8/08  
DATE



EXHIBIT B



**LAND USE DATA**

1. TOTAL AREA OF POOL, APPROXIMATELY 100,000 SQ. FT.

2. TOTAL AREA OF PROJECT SITE, APPROXIMATELY 100,000 SQ. FT.

3. TOTAL AREA OF PROJECT SITE, APPROXIMATELY 100,000 SQ. FT.

4. TOTAL AREA OF PROJECT SITE, APPROXIMATELY 100,000 SQ. FT.

**NOTES**

1. SEE ARCHITECT'S PLANS FOR FINISHES AND FINISHING DETAILS.

2. SEE LANDSCAPE ARCHITECT'S PLANS FOR EXCEPT PLANTING DETAILS.



COMMUNITY POOL AT THE  
SAMUELSON AQUATICS CENTER, CLU

**CITY OF THOUSAND OAKS**

**SITE PLAN**

COUNTY OF SONOMA  
DRAWN BY: [Name]  
DATE: [Date]

STATE OF CALIFORNIA  
ORDER BY: [Name]  
SHEET: [Number]

**DESIGNED BY:**  
JENSEN ENGINEERING  
1000 UNIVERSITY AVENUE  
THOUSAND OAKS, CA 94921  
TEL: 805/465-3511

**CONTACT: TUDOR COMPANY**

1275 UNIVERSITY AVENUE  
THOUSAND OAKS, CA 94921  
TEL: 805/465-3511

**PROJECT: COMMUNITY POOL AT THE SAMUELSON AQUATICS CENTER, CLU**



**EXHIBITS:**

1. BY ARCHITECT'S PLANS FOR FINISHES AND FINISHING DETAILS.

2. BY LANDSCAPE ARCHITECT'S PLANS FOR EXCEPT PLANTING DETAILS.

EXHIBIT C

ELEVATION PLANS



**EXHIBIT D**

**LEGAL DESCRIPTION FOR SAMUELSON AQUATICS CENTER**

Those portions of Lots 1, 2 and 3, Fractional Sections 21 and 28, Township 2 North, Range 19 West, Rancho El Conejo, in the City of Thousand Oaks, County of Ventura, State of California, according to that certain repartition map recorded in Book 5, Page 14 of Miscellaneous Records (Maps), in the office of the Recorder of said County, and as shown on the map filed in Book 20 at Page 28 of Records of Survey of said County, shown and defined as Lot 2, in the Lot Line Adjustment No. 2003-425 recorded January 23, 2004 as Instrument Number 20040123-016528 of Official Records of said County.

**EXHIBIT E**

**GROUND LEASE COMMENCEMENT AGREEMENT**

THIS GROUND LEASE COMMENCEMENT AGREEMENT, is made as of \_\_\_\_\_, 20\_\_\_, by and between CALIFORNIA LUTHERAN UNIVERSITY, a private educational institution ("CLU"), and CONEJO RECREATION AND PARK DISTRICT, a special district ("CRPD").

**RECITALS**

A. CRPD leased from CLU, and CLU leased to CRPD, certain premises located at California Lutheran University, in the city of Thousand Oaks, County of Ventura, State of California, pursuant to that certain Ground Lease Agreement dated as of \_\_\_\_\_, 2008 (hereinafter the "Lease", capitalized terms being used herein as therein defined).

B. The Parties hereto desire to amend the Lease to state with particularity certain key dates described in the Lease but not established as of the Effective Date of the Lease.

NOW, THEREFORE, in consideration of the mutual promises and representations made herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLU and CRPD hereby agree as follows:

**AGREEMENT**

1. The Date of Term Commencement as defined in the Lease means \_\_\_\_\_, 20\_\_.
2. The Date of Rent Commencement as defined in the Lease means \_\_\_\_\_, 20\_\_.
3. The first Lease Year as defined in the Lease shall end on \_\_\_\_\_, 20\_\_.
4. The scheduled expiration date for the Initial Term is \_\_\_\_\_, 20\_\_.
5. Except as hereinabove otherwise set forth, all terms, provisions, covenants and conditions contained in the Lease shall remain the same and in full force and effect.
6. This Memorandum may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one Memorandum.
7. The Parties to this Agreement intend to be legally bound hereby.

IN WITNESS WHEREOF, CLU and CRPD have duly executed this Lease Commencement Agreement as of the day and year first above written.

CLU:

CALIFORNIA LUTHERAN UNIVERSITY,

a \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

CRPD:

CONEJO RECREATION AND PARK DISTRICT,  
a Special District

By: \_\_\_\_\_

James T. Friedl, Jr., General Manager

**EXHIBIT F**

**MEMORANDUM OF GROUND LEASE**

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_

[Add documentary transfer tax provision.]

\_\_\_\_\_  
(Space above this line for Recorder's use.)

**MEMORANDUM OF GROUND LEASE**

This MEMORANDUM OF GROUND LEASE ("Memorandum") is made as of \_\_\_\_\_, 200\_\_, by and between CALIFORNIA LUTHERAN UNIVERSITY, a private educational institution ("CLU"), and CONEJO RECREATION AND PARK DISTRICT, a special district ("CRPD").

**RECITALS**

A. CLU and CRPD have entered into that certain unrecorded Ground Lease dated as of \_\_\_\_\_, 200\_\_ ("Lease"). All capitalized terms not otherwise defined herein shall have the meaning assigned thereto in the Lease.

B. CLU and CRPD desire to provide notice that CRPD has the right to lease certain land located at the northwest corner of Olsen Road and Monteclef Blvd. in the City of Thousand Oaks, County of Ventura, State of California and legally described on Exhibit A attached hereto (the "Premises") and shown on the map attached hereto as Exhibit B, on the terms and conditions as more fully set forth in the Lease.

NOW, THEREFORE, in consideration of mutual promises and representations made herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLU and CRPD hereby agree as follows:

**AGREEMENT**

1. Demise of Premises. CLU leases to CRPD, and CRPD leases from CLU, the Premises, subject to the terms and conditions set forth in the Lease. The Date of Term Commencement shall be as set forth in the Lease, and the term of the Lease (the "Term") shall expire thirty (30) years from the Date of Rent Commencement, unless subject to early termination.

2. Use. CLU has granted CRPD the right to operate a Community Pool Facility described in The Site Plan during the Term, in accordance with the terms and conditions set forth in the Lease. CRPD's exclusive right is intended to "run with the land" and be binding upon all successors-in-interest of CLU or any portions thereof, whether or not the various parcels making up the University are held together or in separate or multiple ownerships.

3. Incorporation by Reference; No Modification of Lease. The terms and conditions of the Lease are incorporated herein by this reference. This Memorandum is prepared and recorded for the purpose of putting the public on notice of the Lease, and this Memorandum in no way modifies the terms and conditions of the Lease. In the event of any inconsistency between the terms and conditions of this Memorandum and the terms and conditions of the Lease, the terms and conditions of the Lease shall control.

4. Cancellation of Memorandum of Lease. Upon the request of CLU following the expiration or termination of the Lease, CRPD shall promptly execute and deliver to CLU an appropriate release and/or cancellation instrument acknowledging the expiration or termination of the Lease and releasing any and all right, title and interest of CRPD in and to the Premises under the Lease. Such release and/or cancellation instrument shall be executed in proper form for recordation in the Official Records of Ventura County.

5. Counterparts. This Memorandum may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one Memorandum.

IN WITNESS WHEREOF, CLU and CRPD have duly executed this Memorandum of Lease as of the day and year first above written.

CLU:

CALIFORNIA LUTHERAN UNIVERSITY,

a \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

CRPD:

CONEJO RECREATION AND PARK DISTRICT,  
a Special District

By: \_\_\_\_\_  
James T. Friedl, Jr., General Manager

By: \_\_\_\_\_

**EXHIBIT A TO MEMORANDUM TO LEASE**

**LEGAL DESCRIPTION**

This exhibit shall be completed after CRPD obtains a metes and bounds description of the Premises.

**EXHIBIT "A"**  
**(COMMUNITY POOL LEASE AREA)**

Those portions of Lots 1, 2 and 3, Fractional Sections 21 and 28, Township 2 North, Range 19 West, Rancho El Conejo, in the City of Thousand Oaks, County of Ventura, State of California, according to that certain repartition map recorded in Book 5 Page 14 of Miscellaneous Records (Maps) in the office of the Recorder of said County, and as shown on the map filed in Book 20 at Page 28 of Records of Survey of said County described as follows:

That portion of Parcel 2, of LLA 2003-425, recorded as Document Number 20040123-016528 of Official Records in the Office of the County Recorder of said county described as follows:

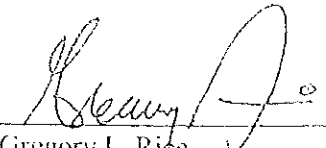
Commencing at a the southeast corner of said Lot 2; thence along the easterly of said Parcel 2, North 00°06'41" West, a distance of 193.42; thence at right angles, South 88°53'19" West, distance of 320.86 feet to the **Point of Beginning**; thence,

- 1<sup>st</sup> North 57°59'32" West, a distance of 88.15 feet; thence,
- 2<sup>nd</sup> North 31°13'59" East, a distance of 5.49 feet; thence,
- 3<sup>rd</sup> North 59°59'42" West, a distance of 47.91 feet; thence,
- 4<sup>th</sup> North 28°53'27" East, a distance of 24.60 feet; thence,
- 5<sup>th</sup> North 60°32'34" West, a distance of 22.62 feet; thence,
- 6<sup>th</sup> North 29°21'33" East, a distance of 88.12 feet to the beginning of a tangent curve concave southeasterly with a radius of 2.00 feet; thence along said curve,
- 7<sup>th</sup> Northeasterly an arc distance of 1.29 feet through a central angle of 37°03'08"; thence,
- 8<sup>th</sup> North 66°24'41" East, a distance of 3.85 feet to the beginning of a tangent curve concave southwesterly with a radius of 2.00 feet; thence along said curve,
- 9<sup>th</sup> Southeasterly an arc distance of 3.12 feet through a central angle of 89°22'31"; thence,
- 10<sup>th</sup> South 24°12'48" East, a distance of 28.92 feet; thence,
- 11<sup>th</sup> South 68°35'19" East, a distance of 6.77 feet; thence,
- 12<sup>th</sup> North 66°15'25" East, a distance of 72.15 feet to the beginning of a tangent curve concave southerly with a radius of 5.20 feet; thence along said curve,

- 13<sup>th</sup> Easterly and southeasterly an arc distance of 6.12 feet through a central angle of 67°27'53"; thence,
- 14<sup>th</sup> South 46°16'42" East, a distance of 7.93 feet to the beginning of a tangent curve concave westerly with a radius of 5.50 feet; thence along said curve,
- 15<sup>th</sup> Southeasterly and southerly an arc distance of 4.44 feet through a central angle of 46°16'42"; thence,
- 16<sup>th</sup> South, a distance of 106.69 feet to the beginning of a tangent curve concave northwesterly with a radius of 6.00 feet; thence along said curve,
- 17<sup>th</sup> Southwesterly and westerly an arc distance of 9.42 feet; through a central angle of 90°00'00"; thence,
- 18<sup>th</sup> West, a distance of 20.44 feet; thence,
- 19<sup>th</sup> South, a distance of 63.27 feet to the Point of Beginning.

Contains: 17,557 Square Feet

The above described parcel of land is delineated on the attached Exhibit "B".

  
\_\_\_\_\_  
Gregory L. Rice  
LS 8201 (Exp. 03/31/09)

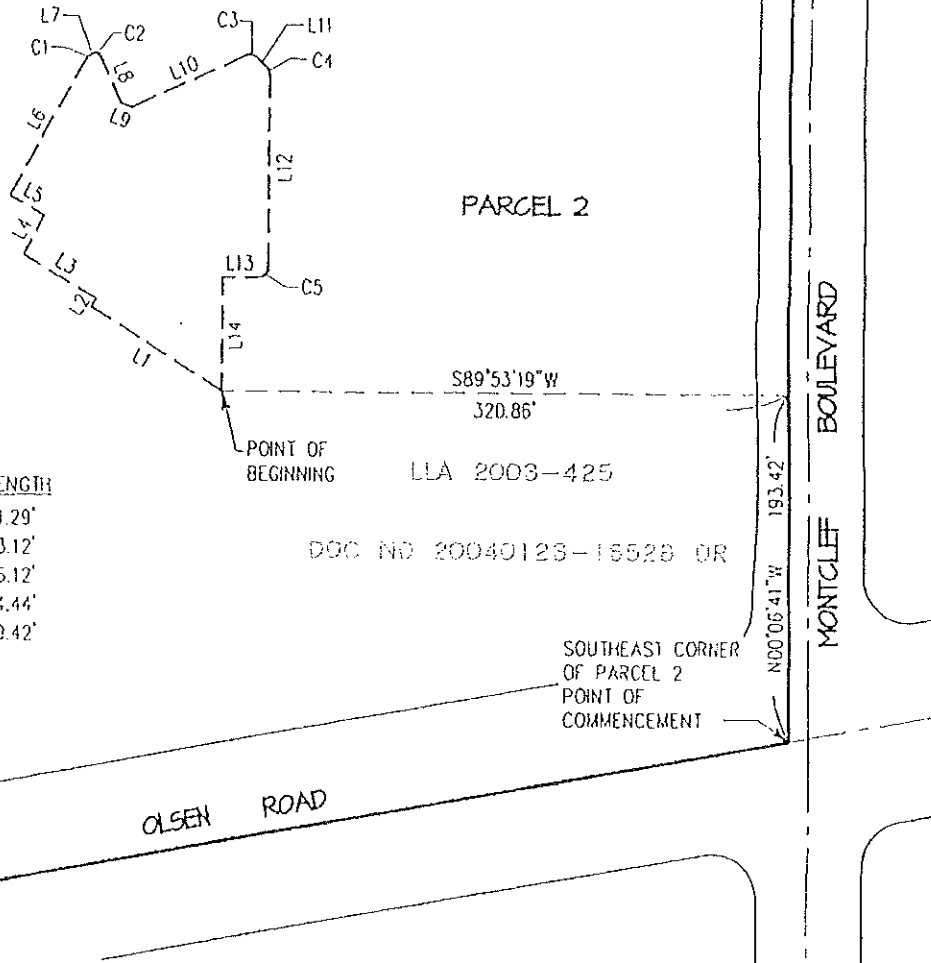
2/8/08  
Date



# EXHIBIT "A2"

ONE SHEET ONLY

(COMMUNITY POOL LEASE AREA)



**CURVE DATA**

| NO | DELTA     | RADIUS | LENGTH |
|----|-----------|--------|--------|
| C1 | 37°03'03" | 2.00'  | 1.29'  |
| C2 | 89°22'31" | 2.00'  | 3.12'  |
| C3 | 67°27'53" | 5.20'  | 6.12'  |
| C4 | 46°16'42" | 5.50'  | 4.44'  |
| C5 | 90°00'00" | 6.00'  | 9.42'  |

DOC NO 20040123-16529 OR

SOUTHEAST CORNER OF PARCEL 2  
POINT OF COMMENCEMENT

**LINE DATA**

| NO  | BEARING     | DISTANCE |
|-----|-------------|----------|
| L1  | N57°59'32"W | 88.15'   |
| L2  | N31°13'59"E | 5.49'    |
| L3  | N59°59'42"W | 47.91'   |
| L4  | N28°53'27"E | 24.60'   |
| L5  | N60°32'34"W | 22.62'   |
| L6  | N29°21'33"E | 88.12'   |
| L7  | N66°24'41"E | 3.85'    |
| L8  | S24°12'48"E | 28.92'   |
| L9  | S68°35'19"E | 6.77'    |
| L10 | N66°15'25"E | 72.15'   |
| L11 | S46°16'42"E | 7.93'    |
| L12 | SOUTH       | 106.69'  |
| L13 | WEST        | 20.44'   |
| L14 | SOUTH       | 63.27'   |

100' 50' 0' 100' 200'

SCALE: 1"=100'

*Gregory L. Rice*  
 GREG L. RICE  
 LS 8201 (EXP. 03-31-09)  
 DATE: 2/8/08



SHADED AREA DENOTES LAND DESCRIBED IN THE ATTACHED EXHIBIT "A"

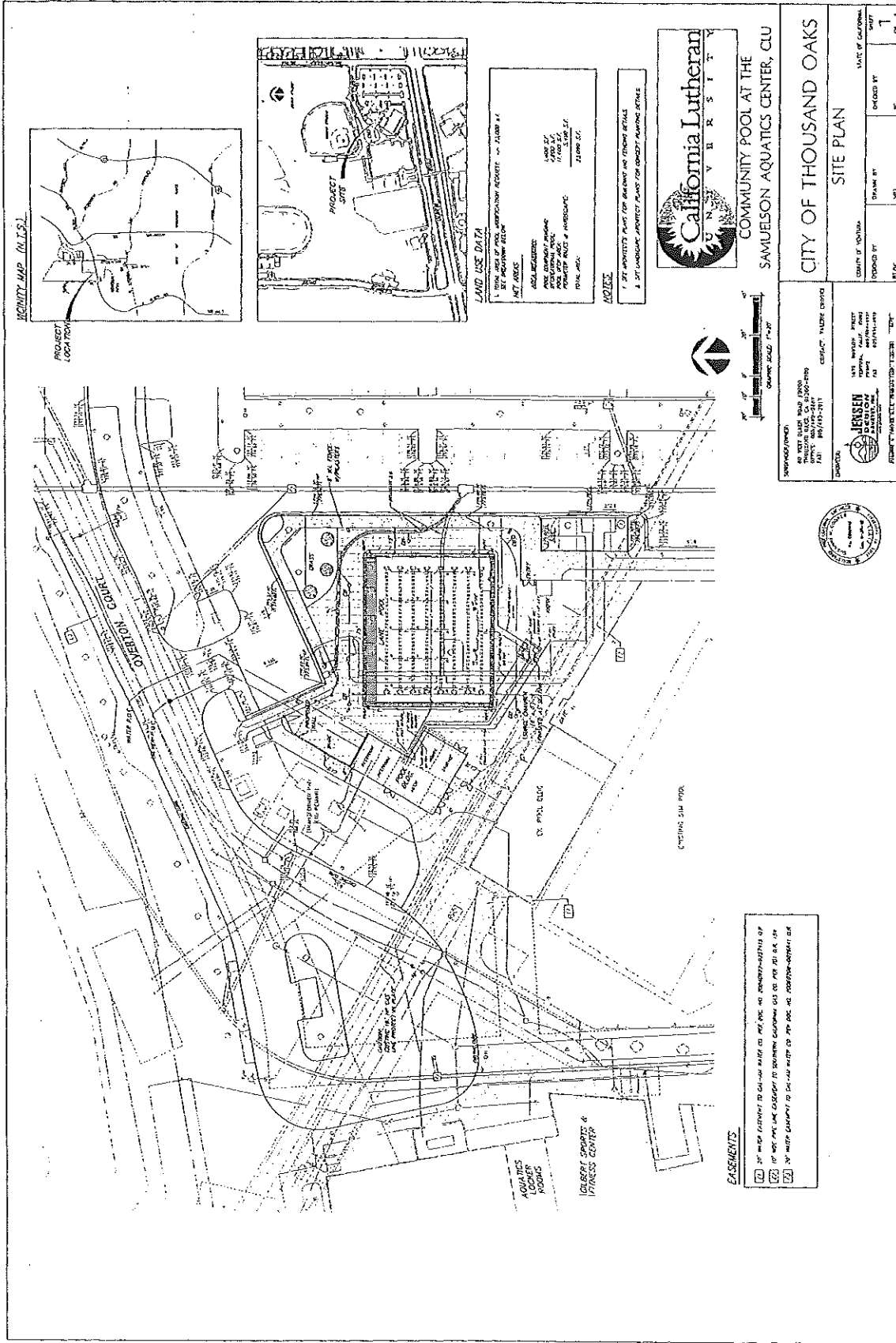
1672 Donlon Street, Ventura, CA 93003  
 Feb 07, 2005, 2:28pm  
 ulpiston

**EXHIBIT B TO MEMORANDUM TO LEASE**

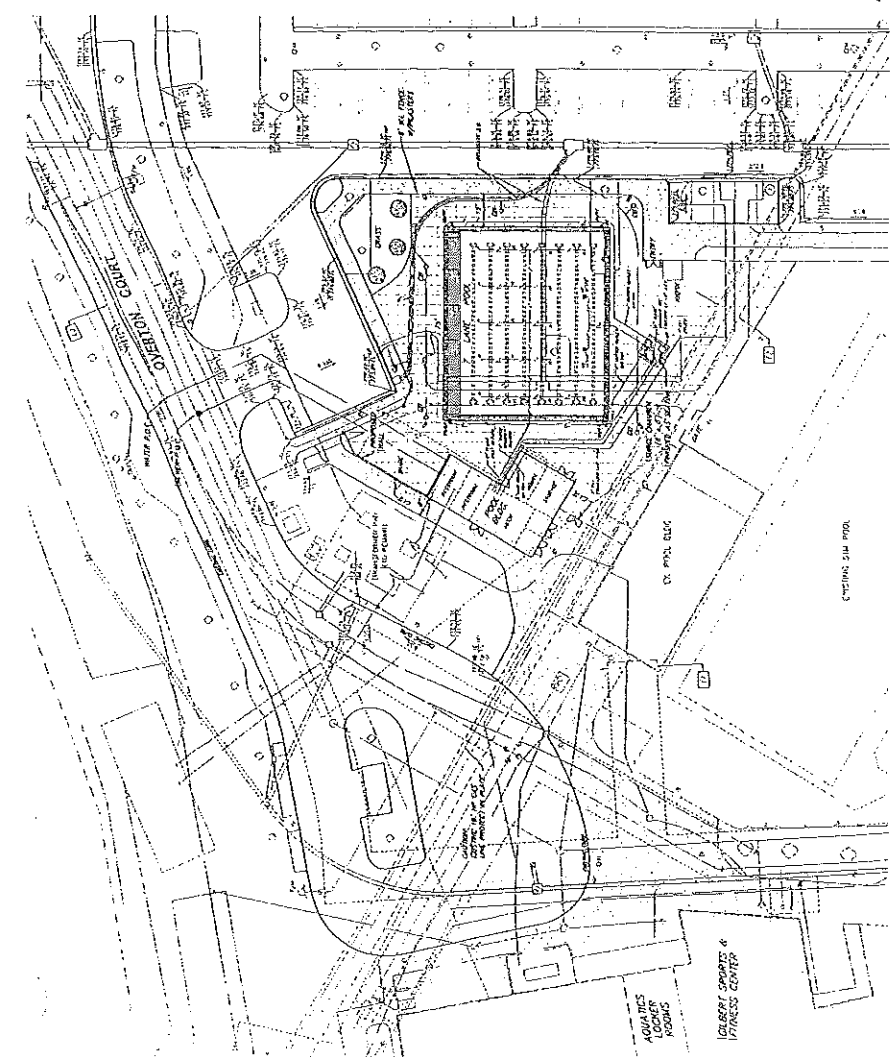
**SITE PLAN**

Please see attached Site Plan.

EXHIBIT B



PROJECT LOOK FROM



LANDSCAPE

WALKWAY

POOL DECK

EXISTING SIDE WALK

LAND USE DATA

1. TOTAL AREA OF POOL, WALKWAY, AND LANDSCAPE: 11,000 S.F.

2. TOTAL AREA OF POOL: 11,000 S.F.

3. TOTAL AREA OF WALKWAY: 11,000 S.F.

4. TOTAL AREA OF LANDSCAPE: 11,000 S.F.

5. TOTAL AREA OF POOL, WALKWAY, AND LANDSCAPE: 11,000 S.F.

NOTICE

1. THIS ARCHITECTURE PLAN IS FOR GENERAL REFERENCE ONLY AND DOES NOT CONSTITUTE A CONTRACT.

2. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF THOUSAND OAKS.

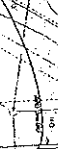
3. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CALIFORNIA DEPARTMENT OF WATER RESOURCES.

4. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CALIFORNIA DEPARTMENT OF PUBLIC WORKS.

5. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS.



COMMUNITY POOL AT THE  
SAMUELSON AQUATICS CENTER, CU



JENSEN  
ENGINEERING &  
ARCHITECTURE

DESIGNER

DATE: 10/15/03

PROJECT: COMMUNITY POOL AT THE SAMUELSON AQUATICS CENTER, CU

CITY OF THOUSAND OAKS

SITE PLAN

DESIGNED BY: JENSEN ENGINEERING & ARCHITECTURE

CHECKED BY: [Signature]

DATE OF SUBMITTAL: 10/15/03

ASSUMPTIONS

1. THE POOL DECK IS ASSUMED TO BE 11,000 S.F.

2. THE POOL DECK IS ASSUMED TO BE 11,000 S.F.

3. THE POOL DECK IS ASSUMED TO BE 11,000 S.F.

4. THE POOL DECK IS ASSUMED TO BE 11,000 S.F.

5. THE POOL DECK IS ASSUMED TO BE 11,000 S.F.

**EXHIBIT C TO MEMORANDUM TO LEASE**

**LEGAL DESCRIPTION OF SAMUELSON AQUATICS CENTER**

Those portions of Lots 1, 2 and 3, Fractional Sections 21 and 28, Township 2 North, Range 19 West, Rancho El Conejo, in the City of Thousand Oaks, County of Ventura, State of California, according to that certain repartition map recorded in Book 5, Page 14 of Miscellaneous Records (Maps), in the office of the Recorder of said County, and as shown on the map filed in Book 20 at Page 28 of Records of Survey of said County, shown and defined as Lot 2, in the Lot Line Adjustment No. 2003-425 recorded January 23, 2004 as Instrument Number 20040123-016528 of Official Records of said County.



STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, 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.

\_\_\_\_\_  
Notary Public

My commission expires:

**EXHIBIT G**

**SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT**

This SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement") is made as of \_\_\_\_\_, 20\_\_, by and among CONEJO RECREATION AND PARK DISTRICT, a special district ("CRPD"), CALIFORNIA LUTHERAN UNIVERSITY, a private educational institution ("CLU") and \_\_\_\_\_ ("Lender"), having its office and notice address at \_\_\_\_\_, \_\_\_\_\_.

**RECITALS**

A. As security for a loan (the "Loan") made by Lender, CLU has given to Lender (a) a [Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing] dated \_\_\_\_\_, 20\_\_ (the "Security Instrument"), which constitutes a first lien against the real property described on Exhibit A attached hereto (the "Property"), and (b) an [Absolute Assignment of Leases and Rents] dated \_\_\_\_\_, 20\_\_ (the "Assignment of Leases"), which among other things assigns all of CLU's right, title and interest as lessor under the Lease (defined below) to further secure the indebtedness described in the Security Instrument], [and (c) \_\_\_\_\_,] each made by CLU for the benefit of Lender, and each to be recorded in the official public records of the County of \_\_\_\_\_, State of \_\_\_\_\_.

B. CRPD has entered into that certain Ground Lease dated \_\_\_\_\_, 20\_\_ (the "Lease") covering all or a portion of the Property (the "Leased Premises"). As a condition to making the loan, Lender has required that the Lease be subordinated to the Security Instrument. CRPD is willing to attorn to the purchaser of the Property in connection with foreclosure of the Security Instrument (or similar event), if Lender will recognize CRPD's rights under the Lease as, and subject to the terms and conditions that are, hereinafter provided.

In consideration thereof and subject to the terms hereof, Lender, CLU and CRPD agree as follows:

**AGREEMENT**

1. Subordination of Lease. The Lease is and shall be subject and subordinate to the provisions and lien of the Security Instrument and all other security documents now or hereafter securing payment of any indebtedness of CLU to Lender (hereinafter referred to as the "Security Documents"), and to all increases, renewals, modifications, extensions, consolidations, replacements and extensions thereof, to the full extent of the principal amount and other sums secured thereby and interest thereon, as if the Lease had been executed and delivered after the execution, delivery and recording of the Security Documents. The foregoing subordination shall remain in effect regardless of any release or modification of any security or obligation arising thereunder or security therefor and any settlement or compromise of any claim with respect thereto.

2. Attornment. CRPD agrees that CRPD will attorn to and recognize Lender, whether as mortgagee in possession, transferee in lieu of foreclosure or otherwise; or any purchaser at a foreclosure sale or sale under a power of sale pursuant to the Security Instrument,

or any other transferee who acquires possession of or title to the Property, or any successors and assigns of such purchasers and/or transferees (each, a "Successor") as its CLU for the unexpired balance (and any extensions, if exercised) of the term of the Lease upon the terms and conditions set forth therein. Such attornment shall be effective and self-operative without the execution of any further instruments by any party hereto other than a written notice to CRPD of such election by Lender or any Successor.

3. Non-Disturbance and Quiet Enjoyment. So long as CRPD complies with CRPD's obligations under this Agreement and is not in default under the Lease beyond any applicable grace or cure periods applicable provided therein, (a) Lender (and any other Successor claiming rights hereunder) will not disturb CRPD's use, possession and quiet enjoyment of the Leased Premises, nor will CRPD's rights under the Lease be impaired in any foreclosure action, sale under a power of sale, or transfer in lieu of the foregoing, except to the extent of the rights of the CLU, under the Lease, would have had such right if the Security Instrument or the Assignment of Leases had not been made; and (b) Lender (and any other Successor claiming rights hereunder) will, if it succeeds to the rights of CLU under the Lease, recognize CRPD as the lessee thereunder and will be bound by the obligations of the CLU thereunder that accrue from and after such succession, but excluding (i) any liability for the acts or omissions of a prior CLU (other than any continuing CLU default then remaining uncured), (ii) any rent, deposit or other amounts paid to a prior CLU but not actually received by Lender or such Successor, and (iii) any amendment or modification to the Lease of which Lender or such Successor has not received actual written notice.

4. Assignment of Leases. CRPD consents to the Assignment of Leases. CRPD agrees that if, pursuant to the Assignment of Leases, Lender (or its Successor) shall give notice to CRPD that it has elected to require CRPD to pay to it the rent and other charges payable under the Lease, CRPD shall thereafter pay to it all such amounts in lieu of payment to CLU, until Lender (or such Successor) shall have canceled such election by notice to CRPD. CLU agrees that CRPD may rely exclusively on any such notice from Lender (or such Successor).

5. Right to Cure Defaults. CRPD agrees to give notice to Lender of any default by CLU under the Lease, specifying the nature of such default, and thereupon Lender shall have the right (but not the obligation) to cure such default, and CRPD shall not terminate the Lease or abate the rent payable thereunder by reason of such default until it has afforded Lender fifteen (15) calendar days after Lender's receipt of such notice to cure such default.

6. CRPD's Agreements. CRPD hereby covenants and agrees that: (a) CRPD shall not subordinate the Lease to any lien or encumbrance (other than the Security Instrument) without Lender's prior written consent [except as expressly allowed pursuant to Section \_\_\_ of the Lease]; and (b) CRPD shall promptly deliver to Lender, from time to time, but not more frequently than twice in any calendar year, a certificate regarding the status of the Lease, stating (or specifying why not): (i) that the Lease is in full force and effect, (ii) the date through which rentals have been paid, (iii) the date of the commencement of the term of the Lease, (iv) the nature of any amendments or modifications of the Lease, (v) the presence and status of any options to purchase the Leased Premises and (vi) what defaults, or facts which with the passage of time or notice or both could constitute a default, if any exist under the Lease.

8. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of California. This Agreement constitutes the entire agreement among Lender, CLU and CRPD pertaining to the subject matter hereof and supersedes all prior and contemporaneous communications. No addition to or modification of any term hereof shall be effective unless set forth in writing and signed by Lender, CLU and CRPD. All of the provisions of this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of Lender and CRPD.

9. Any notice to be given hereunder shall be in writing and given either by express mail, reputable courier service[, telefacsimile, email, or by registered or certified mail with return receipt requested and postage prepaid, and addressed to Lender at the address first set forth below (or to such substitute address as Lender or its Successor may subsequently notify to the other parties hereto), or to CRPD or CLU at the address then specified in the Lease for notices to such Party. Any such notice shall be deemed delivered upon receipt or, if earlier, the second attempt at delivery as documented by the person or entity attempting delivery.

To CLU:

To CRPD:

[Remainder of Page Intentionally Left Blank; Signatures on Following Page]

EXECUTED as of the date first written above.

CRPD:

CONEJO RECREATION AND PARK DISTRICT,  
a \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

LENDER:

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

CLU:

CALIFORNIA LUTHERAN UNIVERSITY,  
a \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_







**EXHIBIT H**

**PERMITTED TITLE EXCEPTIONS**

This exhibit shall be as set forth in a title commitment letter issued by TBD Title Company prior to execution of Lease.

## EXHIBIT I

### RESTRICTIONS AND EXCLUSIVES

1. CRPD shall not permit any skateboarding within the perimeter of the lease area, and, to the best of their ability, shall prevent their patrons from skateboarding, grinding, and otherwise causing damage to the Common Areas and generally to CLU's property.
2. CRPD shall not permit the use of any type of tobacco product within the perimeter of the lease area.
3. There shall be no glass containers permitted within the perimeter of the lease area.
4. CRPD shall be solely responsible for obtaining any and all permits and licenses required for food service within the perimeter of the lease area.
5. CRPD shall not permit any alcoholic beverages within the perimeter of the lease area, other than beer and wine, which shall only be allowed subject to CRPD obtaining any and all permits and licenses required for the service and/or consumption of beer and wine on the premises.
6. CRPD shall not mount any additional equipment on the roof of the pool equipment building that projects above the building parapet.
7. No additional mechanical equipment, lighting, sound systems and speakers, or additions of any type shall be installed by CRPD on the pool equipment building and shade structure, existing light standards, fence, CLU's pool equipment building, or anywhere on the pool deck, without the prior written approval of CLU. CRPD shall be responsible for obtaining any and all permits, entitlements, and approvals required from the applicable agencies with jurisdiction (City of Thousand Oaks and County of Ventura).
8. CRPD shall not change, modify, or alter the external appearance of the buildings, pool deck, fencing, landscaping within the perimeter of the lease area, or lighting improvements.
9. The use of public address system speakers and other amplified sound devices shall be prohibited between the hours of 10:00 pm and 9:00 am daily. Sound speakers shall be directed away from adjacent residential areas. The use of air horns is prohibited. The public address system and sound system shall be reduced in volume to the minimum level necessary.
10. The community pool facility shall be limited to daily operating hours from 5:00 am to 10:00 pm. Between the hours of 5:00 am and 8:00 am daily, use of the pool is limited to lap swimming activities or other quiet uses.
11. All lighting, except for emergency or security lighting, shall be turned off every evening at 10:00 pm.
12. CRPD shall staff on the premises at all times the Community Pool is in operation, and shall supply additional staff as necessary for larger functions and parties.

13. CRPD shall designate a community liaison lead person who shall be accessible on a continuous basis to the general public and who has the authority to address general questions and community concerns such as noise and traffic, relating to CRPD activities or events at the Community Pool. The name and contact telephone number of the designee shall be posted on the CLU website. CRPD shall notify CLU 10 working days in advance of any change in the community liaison person.

14. CRPD shall comply with all Best Management Practices with respect to stormwater management, and shall comply with the requirements of the CLU Phase I North Campus Maintenance Plan, as it pertains to the Community Pool.

15. CRPD shall not modify, alter or otherwise change any drainage within the perimeter of the lease area.

16. CRPD shall allow the pool water to sit, without treatment, for a period of not less than 24 hours, to fully dechlorinate prior to discharge to the parking lot and the storm drain system. CRPD shall coordinate the discharge of any pool water to the on-site storm drain system with CLU 5 working days prior to the discharge.

**EXHIBIT J**

**MORTGAGES AND DEEDS OF TRUST**

None.

EXHIBIT K

BUY OUT SCHEDULE

EXHIBIT K

CLU COMMUNITY POOL BUY OUT

Initial Cost \$3,400,000.00

| YEAR  | DEPRECIATION   | ACCUMULATED DEPRECIATION | BUY OUT        |
|-------|----------------|--------------------------|----------------|
| 1     | \$0.00         | \$0.00                   | N/A            |
| 2     | \$0.00         | \$0.00                   | N/A            |
| 3     | \$0.00         | \$0.00                   | N/A            |
| 4     | \$0.00         | \$0.00                   | N/A            |
| 5     | \$0.00         | \$0.00                   | N/A            |
| 6     | \$0.00         | \$0.00                   | N/A            |
| 7     | \$0.00         | \$0.00                   | N/A            |
| 8     | \$0.00         | \$0.00                   | N/A            |
| 9     | \$0.00         | \$0.00                   | N/A            |
| 10    | \$0.00         | \$0.00                   | \$3,400,000.00 |
| 11    | \$170,000.00   | \$170,000.00             | \$3,230,000.00 |
| 12    | \$170,000.00   | \$340,000.00             | \$3,060,000.00 |
| 13    | \$170,000.00   | \$510,000.00             | \$2,890,000.00 |
| 14    | \$170,000.00   | \$680,000.00             | \$2,720,000.00 |
| 15    | \$170,000.00   | \$850,000.00             | \$2,550,000.00 |
| 16    | \$170,000.00   | \$1,020,000.00           | \$2,380,000.00 |
| 17    | \$170,000.00   | \$1,190,000.00           | \$2,210,000.00 |
| 18    | \$170,000.00   | \$1,360,000.00           | \$2,040,000.00 |
| 19    | \$170,000.00   | \$1,530,000.00           | \$1,870,000.00 |
| 20    | \$170,000.00   | \$1,700,000.00           | \$1,700,000.00 |
| 21    | \$170,000.00   | \$1,870,000.00           | \$1,530,000.00 |
| 22    | \$170,000.00   | \$2,040,000.00           | \$1,360,000.00 |
| 23    | \$170,000.00   | \$2,210,000.00           | \$1,190,000.00 |
| 24    | \$170,000.00   | \$2,380,000.00           | \$1,020,000.00 |
| 25    | \$170,000.00   | \$2,550,000.00           | \$850,000.00   |
| 26    | \$170,000.00   | \$2,720,000.00           | \$680,000.00   |
| 27    | \$170,000.00   | \$2,890,000.00           | \$510,000.00   |
| 28    | \$170,000.00   | \$3,060,000.00           | \$340,000.00   |
| 29    | \$170,000.00   | \$3,230,000.00           | \$170,000.00   |
| 30    | \$170,000.00   | \$3,400,000.00           | \$0.00         |
| TOTAL | \$3,400,000.00 |                          |                |

NOTE: Initial cost defined as final construction costs plus final soft costs  
Buy out amount due at time early termination clause is exercised

EXHIBIT L

CLU'S WIRING INSTRUCTIONS

TBD

EXHIBIT M  
SHARED PARKING ANALYSIS

EXHIBIT M

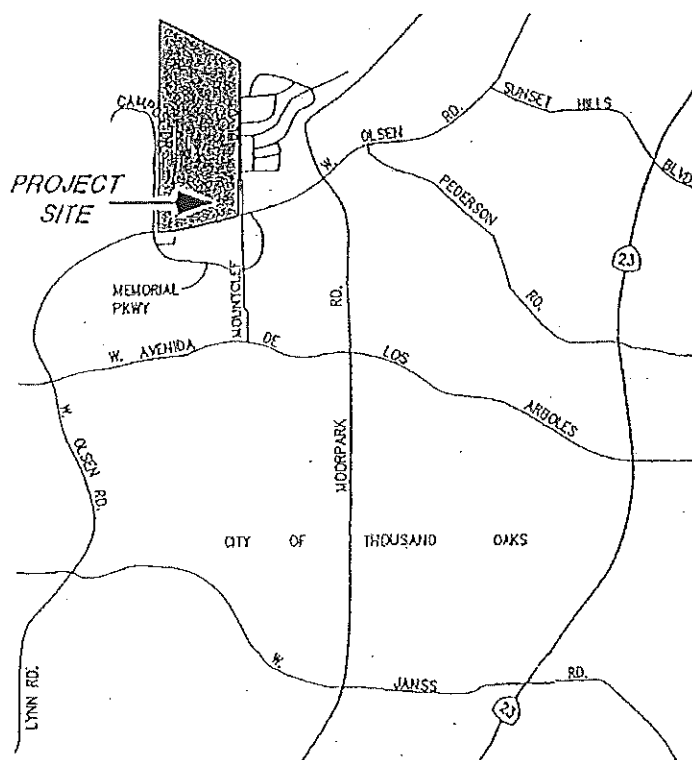
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CALIFORNIA LUTHERAN UNIVERSITY COMMUNITY POOL  
CITY OF THOUSAND OAKS, CALIFORNIA

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REVISED SHARED PARKING STUDY

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June 4, 2007

ATE Project #07044

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Prepared for:  
Beth Baden  
City of Thousand Oaks  
2100 Thousand Oaks Boulevard  
Thousand Oaks, CA91362

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**ASSOCIATED TRANSPORTATION ENGINEERS**

100 N. Hope Avenue, Suite 4, Santa Barbara, CA 93110-1686 • (805) 687-4418 • FAX (805) 682-8509

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## PROJECT DESCRIPTION

The project is proposing to build a community pool in the southeast corner of the California Lutheran University (CLU) North Campus, in the City of Thousand Oaks. Figure 1 shows the project location within the City of Thousand Oaks. The pool will provide a venue to allow warm-up activities for aquatic tournaments to be held at the CLU Samuelson Aquatics Center and for aquatics-based programming by the Conejo Recreation and Park District (CRPD). The proposed community pool is part of a Major Modification to the CLU North Campus Athletic Facility Master Plan.

The project site is located within the CLU North Campus Athletic Facility. The project proposes to construct a community pool in the southeast corner of the CLU North Campus which will result in the removal of 33 parking spaces from Parking Lot A. Currently there are four parking lots (Lots A, C, D-1, and E) that serve the athletic facilities on the CLU North Campus. These facilities include the baseball field, football/soccer practice field, track and field practice area, Samuelson Aquatics Center, Gilbert Sports & Fitness Center, and the Events Center. The four existing parking lots provide a total of 470 parking spaces. The pool requires the removal of 33 parking spaces which will reduce the existing parking to 437 spaces.

The buildout scenario of the Master Plan for the CLU North Campus Athletic Facility includes the following facilities: Sports and Fitness Center, Aquatics Complex, baseball stadium, soccer stadium, football stadium, tennis courts and tennis club house, track and field facilities, softball stadium, baseball infield practice field, two detention basins/practice fields, 4 additional practice fields, preschool, maintenance/facilities yard, and associated parking lots and access roads. Upon buildout, there will be seven parking lots (Lots A, B, C, D, D-1, E, and F) at the CLU North Campus providing a total of 931 parking spaces. The pool requires the removal of 33 parking spaces for a buildout parking supply of 898 spaces.

## STUDY METHODOLOGY

The shared parking analysis assesses the adequacy of the parking supply provided at the CLU North Campus Athletic Facility assuming construction of the proposed community pool. The study assesses parking for both Phase 1 and buildout conditions.

The Phase 1 analysis assumes the proposed community pool would be developed within the existing Parking Lot A, resulting in a loss of 33 parking spaces and no additional developments or parking improvements to the CLU North Campus. The Phase 1 parking supply in Lot A would be reduced to 316 spaces and the total parking supply at the CLU North Campus would be reduced to 437 spaces. The Phase 1 parking requirements are based on the City of Thousand Oaks Municipal Code requirements. The shared parking analysis breaks down the shared parking requirements into weekday use and weekend use.

The buildout parking analysis assumes complete buildout of the CLU North Campus Athletic Facility. Parking requirements for the buildout scenario were determined based on the City of Thousand Oaks Municipal Code requirements. The shared parking analysis breaks down the parking requirements into weekday and weekend periods.

## EXISTING PARKING CONDITIONS

### Existing Parking Supply

Currently there are four parking lots (Lot A, C, D-1, and E) on the CLU North Campus that serve the existing athletic facilities. The total number of parking spaces available at the CLU North Campus is 470 spaces. Figure 2 illustrates the location of the parking lots at the CLU North Campus and Table 1 shows the number of spaces provided in each lot.

**Table 1**  
CLU North Campus Existing Parking Supply

| Parking Lot  | Total Spaces |
|--------------|--------------|
| Lot A        | 349          |
| Lot C        | 43           |
| Lot D-1      | 30           |
| Lot E        | 48           |
| <b>Total</b> | <b>470</b>   |

## PHASE 1 PARKING ANALYSIS

### Phase 1 Parking Supply

The proposed community pool would be developed within Parking Lot A, resulting in a loss of 33 parking spaces. Table 2 shows the Phase 1 parking supply at the CLU North Campus Athletic Facility assuming implementation of the community pool.

**Table 2**  
**CLU North Campus Phase 1 Parking Supply with Community Pool**

| Parking Lot          | Total Spaces |
|----------------------|--------------|
| Lot A <sup>(a)</sup> | 316          |
| Lot C                | 43           |
| Lot D-1              | 30           |
| Lot E                | 48           |
| <b>Total</b>         | <b>437</b>   |

<sup>(a)</sup> Assumes loss of 33 spaces with community pool.

**Phase 1 Project Parking Requirements - City Municipal Code Requirements**

Community Pool: This section reviews the parking requirements for the Community Pool Project based on the City of Thousand Oaks Municipal Code requirements as set forth in Article 24 Off-Street Parking, Section 9-4.2402 (Municipal Code requirements contained in the Technical Appendix). Table 3 summarizes the parking requirement calculations for the community pool.

**Table 3**  
**Parking Requirements for Community Pool Facility based on  
 City of Thousand Oaks Municipal Code**

| Land Use       | Size                          | Parking Rate     | Parking Requirements |
|----------------|-------------------------------|------------------|----------------------|
| Community Pool | 4,505 S.F. (Pool S.F.)        | 1 space/ 45 S.F. | 100 spaces           |
|                | 16,590 S.F. (Gross Land Area) | 1 space/500 S.F. | 33 spaces            |
| <b>Total</b>   |                               |                  | <b>133 spaces</b>    |

The data presented in Table 3 show that the Municipal Code requirement for the community pool is 133 parking spaces.

The March 19, 2003 Parking Plan<sup>1</sup> provided an analysis of parking requirements for each athletic venue and for each building functional area in the Gilbert Sports and Fitness Center. Parking requirements were calculated based on the City of Thousand Oaks Municipal Code

<sup>1</sup>Parking Plan, North Campus Athletic Facilities, California Lutheran University, March 19, 2003.

Table 4  
Summary of Maximum Total Shared Parking Requirements for Phase 1

| Month     | Weekday Morning | Weekday Afternoon | Weekday Evening | Weekend Daytime | Weekend Evening |
|-----------|-----------------|-------------------|-----------------|-----------------|-----------------|
| January   | 252             | <b>511</b>        | <b>639</b>      | 706             | 518             |
| February  | 252             | <b>442</b>        | <b>639</b>      | 397             | 518             |
| March     | 252             | <b>511</b>        | 321             | 398             | 200             |
| April     | 252             | 392               | 321             | 397             | 200             |
| May       | 293             | 356               | 362             | 341             | 267             |
| June      | 345             | 345               | 413             | 418             | 360             |
| July      | 570             | <b>570</b>        | 478             | 415             | 357             |
| August    | 397             | 397               | 429             | 339             | 281             |
| September | 252             | 362               | <b>639</b>      | 244             | 200             |
| October   | 252             | 362               | <b>639</b>      | <b>515</b>      | 200             |
| November  | 252             | 324               | <b>639</b>      | <b>545</b>      | 518             |
| December  | 252             | <b>633</b>        | <b>639</b>      | <b>638</b>      | 518             |

Note: Total parking requirements highlighted in bold type indicate the total parking required exceeds the capacity of the parking provided for Phase 1 (437 spaces).

Table 4 shows that adequate parking supply exists in the North Campus for 65% of the time periods analyzed for Phase 1 with the community pool. The table also shows that the highest parking requirements for Phase 1 based on shared parking is 706 spaces during the weekend daytime periods in January, when a maximum deficit of 269 spaces may occur.

During periods such as this, when the parking supply does not satisfy the parking requirements at the North Campus, overflow parking would be available in the administrative and the chapel/library parking lots located on the Main Campus. The administrative parking lots is located on the northeast corner of the Main Campus, adjacent to the Mountclef Boulevard/Olsen Road intersection, while the chapel/library parking lot is located near the pedestrian bridge. The administrative lot has 309 parking spaces and the chapel/library has 55 parking spaces for a total of 364 overflow parking spaces. These lots are not generally in use when peak parking demands occur on the North Campus. Additional shuttle bus service from the Main Campus to the CLU North Campus would be implemented to facilitate the parking requirements generated by these overlapping events. See the Parking Management Section for a more detailed description of the parking plan during major events.

## Buildout Shared Parking Analysis

Similar to the Phase 1 shared parking analysis, the shared parking requirements for buildout of the North Campus are broken down into weekday use and weekend use based on the schedules of events and activities at the CLU North Campus. Weekday use was analyzed for the morning period (6:00 A.M.-12:00 P.M.), afternoon period (12-6 P.M.), and evening period (6-10 P.M.). Weekend use was analyzed for the daytime period (6:00 A.M.-6:00 P.M.) and the evening period (6-10 P.M.). A summary of the shared parking requirements for the buildout scenario are shown in Table 6. The shared parking requirements for each month of the year are contained in Tables C1-C12 in the Technical Appendix.

Table 6  
Summary of Maximum Total Shared Parking Requirements for Ultimate Buildout

| Month     | Weekday Morning | Weekday Afternoon | Weekday Evening | Weekend Daytime | Weekend Evening |
|-----------|-----------------|-------------------|-----------------|-----------------|-----------------|
| January   | 316             | 691               | 639             | 698             | 518             |
| February  | 316             | 631               | 639             | 464             | 518             |
| March     | 316             | 641               | 321             | 514             | 200             |
| April     | 316             | 573               | 321             | 514             | 200             |
| May       | 357             | 420               | 362             | 341             | 267             |
| June      | 409             | 409               | 413             | 418             | 360             |
| July      | 659             | 659               | 478             | 415             | 357             |
| August    | 486             | 486               | 429             | 339             | 281             |
| September | 316             | 618               | 660             | <b>1,036</b>    | 200             |
| October   | 316             | 597               | 639             | <b>1,036</b>    | 200             |
| November  | 316             | 388               | 639             | <b>1,036</b>    | 518             |
| December  | 316             | 697               | 639             | 638             | 518             |

Note: Total parking requirements highlighted in bold type indicate the total parking required exceeds the capacity of the North Campus parking lots (898 total parking spaces) and overflow parking lots on the South Campus will be utilized.

Table 6 shows that the highest parking requirement considering shared parking is 1,036 spaces with the new pool. The buildout parking supply (898 spaces) will satisfy the shared parking requirements in 95% of all time periods analyzed in Table 6. During major events, when the parking supply does not satisfy the parking requirements, overflow parking would be available in the administrative and the chapel/library parking lots located on the Main

## STUDY PARTICIPANTS AND REFERENCES

### ATE Participants

Scott Schell, AICP, Principal Transportation Planner  
Dan Dawson, Supervising Transportation Planner  
Lauren Hobson, Traffic Technician

### References

Parking Plan, North Campus Athletic Facilities, California Lutheran University,  
March 19, 2003.

### Persons Contacted

Beth Baden, City of Thousand Oaks  
Pam Leopold, City of Thousand Oaks  
Natasha Windle, California Lutheran University

CITY OF THOUSAND OAKS MUNICIPAL CODE REQUIREMENTS

that the safety, visual appeal and increased landscaping associated with such parking structures will be key elements of their design, carefully reviewed and strongly implemented.

The purpose of this article is to set forth the conditions under which parking structures may be incorporated in a project and to provide guidelines for their location and design.

A Parking Structure Design Review Board, as appointed by the City Council, may be formed to review any proposed development project that includes a parking structure. The review shall be conducted at the early stages of the development process, at the pre-application meeting, to review the proposed parking structure design for compliance with this article, prior to the processing of the project.

(§ 8161.1, T.O.O.C., as amended by § I, Ord. 149-NS, eff. May 7, 1970, renumbered by § XIV, Ord. 173-NS, eff. November 5, 1970, as amended by § 2, Ord. 1156-NS, eff. July 7, 1992)

Sec. 9-4.2402. Parking spaces required.

Every use hereby inaugurated and every building or structure hereafter erected or altered shall have permanently maintained parking spaces in accordance with the provisions as set forth in this section.

The number of off-street parking spaces required shall be no less than the following:

| Use   | Parking Spaces Required  |
|---|--|
| (a) Residential types   |  |
| (1) Dwellings, single-family in the R-A, R-E, R-O, R-1 and R-2 zones              | 2 spaces (enclosed) per unit; 3 spaces (2 enclosed) per unit with 5-6 bedrooms; 4 spaces (enclosed) per unit with 7 or more bedrooms. Covered parking may be authorized only in special circumstances as determined by the Community Development Director. |
| (2) Dwellings, single-family in the RPD and HPD zones                             | 2 spaces (enclosed) per unit; 3 spaces (enclosed) per unit with 5-6 bedrooms; 4 spaces (enclosed) per unit with 7 or more bedrooms   |
| (3) Rooming houses, boarding homes, dormitories or clubs with sleeping facilities | 1 for each sleeping room; in case of dormitories, 100 square feet of floor area shall be considered a sleeping room  |

- (9) Day nurseries, preschools  
1 for every 5 children maximum enrollment, plus provision for loading/unloading facilities
- (c) Commercial types
  - (1) Any commercial use listed as permitted in the C-1, C-2, or C-3 Zones, irrespective of where it is maintained, except as specifically provided below
    - (2) Bowling lanes  
3 for each bowling lane, plus additional parking for connected commercial uses, such as eating and drinking establishments
    - (3) Automotive dealerships and other open air sales  
1 for each 1,000 square feet of gross lot area devoted to display and sales plus 1 for each 5,000 square feet over 10,000 square feet of gross lot area, or a minimum of one for each employee plus additional parking for connected commercial uses
    - (4) Automotive car washes (conveyor)  
1 for each employee on the largest shift plus provision of adequate ingress/egress stacking
    - (5) Automotive car washes (self-service)  
1 for each employee on the largest shift plus 1.5 for each washing bay
    - (6) Automotive service stations (self-service fuel dispensing only)  
2 plus 1 for each employee on the largest shift
    - (7) Automotive service stations (fuel dispensing and mechanical service and/or repair)  
3 plus 2 for each service bay
    - (8) Automotive repair facilities  
1 for each 200 square feet of gross floor area
    - (9) Furniture, carpet, appliance stores and other similar uses utilizing large showroom area for display of bulk goods excluding lamp shops, plumbing accessory shops, and similar specialty uses  
1 for each 750 square feet of gross floor area
    - (10) Hotels and motels  
1.25 for each unit, plus additional parking for connected commercial uses such as restaurants, retail shops, entertainment and assembly facilities contained within the hotel/motel complex unless alternating or mixed use of the facilities can be established

- (22) Health clubs, gymnasiums, figure salons and similar uses with affixed athletic equipment and/or mechanical training facilities  
1 for each 200 square feet of gross floor area in the activity area plus 1 for each 250 square feet of other floor area
- (23) Game arcades  
1 for each 250 square feet of gross floor area plus provision for adequate bicycle parking
- (24) Trade schools, business colleges and similar adult schools  
1 for every employee on the largest shift, plus 1 for each student maximum enrollment at any one time
- (25) Instructional clinics, commercial educational facilities, and other training schools for children under 16 years of age  
1 for every employee on the largest shift, plus 1 for every 250 square feet of gross floor area
- (26) Business and professional offices  
1 for each 250 square feet of floor area as calculated under Section 9-4.2403(d)
- (27) Medical, dental, surgical and physical therapy offices  
1 for each 200 square feet of gross floor area
- (28) Psychologists, psychiatrist, chiropractors, counselors and other similar uses with individualized patient programs  
1 for each 250 square feet of floor area as calculated under Section 9-4.2403(d)
- (29) Bicycle stores  
1 for each 500 square feet of gross floor area; plus bicycle racks for 1 bicycle per 1,000 square feet of gross floor area
- (30) Martial arts studios (karate, judo and similar self-defense schools)  
1 for each 250 square feet of gross floor area
- (d) Manufacturing types
  - (1) Industrial uses listed as permitted in the M-1 and M-2 Zones, except as specifically provided below  
1 for each 500 square feet of gross floor area or 1 for every 2 employees on the largest shift, whichever is greater, plus 1 for each company vehicle, plus 1 for each 250 square feet of gross floor area for incidental office use
  - (2) Research and development facilities  
1 for each 300 square feet of gross floor area, plus 1 for each company vehicle, plus 1 for each 250 square feet of gross floor area for incidental office use

TABLE A1 - REQUIRED PARKING BE VENUE OR ACTIVITY

FIGURE 3 - EVENTS PARKING AND TRAFFIC CONTROL PLAN

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TABLES B1-B12 SHARED PARKING ANALYSIS FOR PHASE 1

Table B2 - Shared Parking Analysis for Phase Buildout Varsity Athletics Use and Events Center Fully Utilized  
February

| Varsity Athletics and Facilities                            | Weekday A.M. | Weekday Afternoon | Weekday Evening | Weekend A.M. or Afternoon | Weekend Evening |
|---|--------------|-------------------|-----------------|---------------------------|-----------------|
| Baseball  |              |                   |                 | 60                        |                 |
| Aquatics  |              | 100               |                 | 100                       |                 |
| Basketball  |              |                   | 300             |                           | 300             |
| Volleyball  |              |                   |                 |                           |                 |
| Soccer  |              |                   |                 |                           |                 |
| Fitness and Strength Conditioning Center                    | 42           | 42                | 42              | 42                        |                 |
| Aerobics Studio   |              | 63                | 63              |                           |                 |
| Faculty and Fitness Area Lockers                            | 16           | 16                | 16              | 16                        |                 |
| Varsity, Visitors & Officials Lockers                       |              |                   | 8               | 8                         | 8               |
| Athletics Equipment Storage, Distribution, and Laundry Room | 6            | 6                 |                 | 6                         |                 |
| Hydrotherapy and Treatment and Taping Room                  |              | 9                 | 9               | 9                         | 9               |
| 2 Multipurpose Rooms  | 14           | 14                |                 |                           |                 |
| Ex. Physiology/Biomechanics Classrooms                      | 7            | 7                 |                 |                           |                 |
| Athletic Training Classrooms                                | 7            | 7                 |                 |                           |                 |
| Concession Stand  |              |                   | 1               |                           | 1               |
| Faculty and Staff Offices                                   | 22           | 22                |                 |                           |                 |
| Aquatics Building Faculty and Staff Offices                 | 5            | 5                 |                 | 5                         |                 |
| Aquatics Building Lockers and Changing Rooms                |              | 18                |                 | 18                        |                 |
| Events Center   |              |                   | 67              |                           | 67              |
| Community Pool  | 133          | 133               | 133             | 133                       | 133             |
| <b>Maximum Total Parking Required</b>                       | <b>252</b>   | <b>442</b>        | <b>639</b>      | <b>397</b>                | <b>518</b>      |

Table B4 - Shared Parking Analysis for Phase 1 Buildout Varsity Athletics Use and Events Center Fully Utilized April

| Varsity Athletics and Facilities                            | Weekday A.M. | Weekday Afternoon | Weekday Evening | Weekend A.M. or Afternoon | Weekend Evening |
|---|--------------|-------------------|-----------------|---------------------------|-----------------|
| Baseball  |              | 60                |                 | 60                        |                 |
| Aquatics  |              |                   |                 | 100                       |                 |
| Basketball  |              |                   |                 |                           |                 |
| Volleyball  |              |                   |                 |                           |                 |
| Soccer  |              |                   |                 |                           |                 |
| Fitness and Strength Conditioning Center                    | 42           | 42                | 42              | 42                        |                 |
| Aerobics Studio   |              | 63                | 63              |                           |                 |
| Faculty and Fitness Area Lockers                            | 16           | 16                | 16              | 16                        |                 |
| Varsity, Visitors & Officials Lockers                       |              | 8                 |                 | 8                         |                 |
| Athletics Equipment Storage, Distribution, and Laundry Room | 6            | 6                 |                 | 6                         |                 |
| Hydrotherapy and Treatment and Taping Room                  |              | 9                 |                 | 9                         |                 |
| 2 Multipurpose Rooms  | 14           | 14                |                 |                           |                 |
| Ex. Physiology/Biomechanics Classrooms                      | 7            | 7                 |                 |                           |                 |
| Athletic Training Classrooms                                | 7            | 7                 |                 |                           |                 |
| Concession Stand  |              |                   |                 |                           |                 |
| Faculty and Staff Offices                                   | 22           | 22                |                 |                           |                 |
| Aquatics Building Faculty and Staff Offices                 | 5            | 5                 |                 | 5                         |                 |
| Aquatics Building Lockers and Changing Rooms                |              |                   |                 |                           |                 |
| Events Center   |              |                   | 67              | 18                        | 67              |
| Community Pool  | 133          | 133               | 133             | 133                       | 133             |
| <b>Maximum Total Parking Required</b>                       | <b>252</b>   | <b>392</b>        | <b>321</b>      | <b>397</b>                | <b>200</b>      |

Table B6 - Shared Parking Analysis for Phase 1 Buildout Varsity Athletics Use and Events Center Fully Utilized  
June

| Varsity Athletics and Facilities                            | Weekday A.M. | Weekday Afternoon | Weekday Evening | Weekend A.M. or Afternoon | Weekend Evening |
|---|--------------|-------------------|-----------------|---------------------------|-----------------|
| Baseball  | 30           | 30                |                 |                           |                 |
| Aquatics  |              |                   |                 |                           |                 |
| Basketball  |              |                   |                 |                           |                 |
| Volleyball  |              |                   |                 |                           |                 |
| Soccer  |              |                   |                 |                           |                 |
| Fitness and Strength Conditioning Center                    |              |                   | 42              | 42                        |                 |
| Aerobics Studio   |              |                   |                 |                           |                 |
| Faculty and Fitness Area Lockers                            |              |                   | 16              | 16                        |                 |
| Varsity, Visitors & Officials Lockers                       |              |                   |                 |                           |                 |
| Athletics Equipment Storage, Distribution, and Laundry Room |              |                   |                 |                           |                 |
| Hydrotherapy and Treatment and Taping Room                  |              |                   |                 |                           |                 |
| 2 Multipurpose Rooms  |              |                   |                 |                           |                 |
| Ex. Physiology/Biomechanics Classrooms                      |              |                   |                 |                           |                 |
| Athletic Training Classrooms                                |              |                   |                 |                           |                 |
| Concession Stand  |              |                   |                 |                           |                 |
| Faculty and Staff Offices                                   | 22           | 22                |                 |                           |                 |
| Aquatics Building Faculty and Staff Offices                 | 5            | 5                 |                 |                           |                 |
| Aquatics Building Lockers and Changing Rooms                |              |                   |                 |                           |                 |
| Events Center   |              |                   | 67              | 67                        | 67              |
| Expected Camp and event parking requirement                 | 155          | 155               | 155             | 160                       | 160             |
| Community Pool  | 133          | 133               | 133             | 133                       | 133             |
| <b>Maximum Total Parking Required</b>                       | <b>345</b>   | <b>345</b>        | <b>413</b>      | <b>418</b>                | <b>360</b>      |

Table B8 - Shared Parking Analysis for Phase 1 Buildout Varsity Athletics Use and Events Center Fully Utilized August

| Varsity Athletics and Facilities                            | Weekday A.M. | Weekday Afternoon | Weekday Evening | Weekend A.M. or Afternoon | Weekend Evening |
|---|--------------|-------------------|-----------------|---------------------------|-----------------|
| Baseball  |              |                   |                 |                           |                 |
| Aquatics  |              |                   |                 |                           |                 |
| Basketball  |              |                   |                 |                           |                 |
| Volleyball  |              |                   |                 |                           |                 |
| Soccer  | 60           | 60                |                 |                           |                 |
| Fitness and Strength Conditioning Center                    |              |                   | 42              | 42                        |                 |
| Aerobics Studio   |              |                   |                 |                           |                 |
| Faculty and Fitness Area Lockers                            |              |                   | 16              | 16                        |                 |
| Varsity, Visitors & Officials Lockers                       |              |                   |                 |                           |                 |
| Athletics Equipment Storage, Distribution, and Laundry Room | 6            | 6                 |                 |                           |                 |
| Hydrotherapy and Treatment and Taping Room                  |              |                   |                 |                           |                 |
| 2 Multipurpose Rooms  |              |                   |                 |                           |                 |
| Ex. Physiology/Biomechanics Classrooms                      |              |                   |                 |                           |                 |
| Athletic Training Classrooms                                |              |                   |                 |                           |                 |
| Concession Stand  |              |                   |                 |                           |                 |
| Faculty and Staff Offices                                   | 22           | 22                |                 |                           |                 |
| Aquatics Building Faculty and Staff Offices                 | 5            | 5                 |                 |                           |                 |
| Aquatics Building Lockers and Changing Rooms                |              |                   |                 |                           |                 |
| Events Center   |              |                   | 67              | 67                        | 67              |
| Expected Camp and event parking requirement                 | 171          | 171               | 171             | 81                        | 81              |
| Community Pool  | 133          | 133               | 133             | 133                       | 133             |
| <b>Maximum Total Parking Required</b>                       | <b>397</b>   | <b>397</b>        | <b>429</b>      | <b>339</b>                | <b>281</b>      |

Table B10 - Shared Parking Analysis for Phase 1 Buildout Varsity Athletics Use and Events Center Fully Utilized  
October

| Varsity Athletics and Facilities                            | Weekday A.M. | Weekday Afternoon | Weekday Evening | Weekend A.M. or Afternoon | Weekend Evening |
|---|--------------|-------------------|-----------------|---------------------------|-----------------|
| Baseball  |              |                   |                 |                           |                 |
| Aquatics  |              |                   |                 |                           |                 |
| Basketball  |              |                   |                 |                           |                 |
| Volleyball  |              |                   | 300             | 300                       |                 |
| Soccer (a)  |              | 30                |                 | 30                        |                 |
| Fitness and Strength Conditioning Center                    | 42           | 42                | 42              | 42                        |                 |
| Aerobics Studio   |              | 63                | 63              |                           |                 |
| Faculty and Fitness Area Lockers                            | 16           | 16                | 16              | 16                        |                 |
| Varsity, Visitors & Officials Lockers                       |              | 8                 | 8               | 8                         |                 |
| Athletics Equipment Storage, Distribution, and Laundry Room | 6            | 6                 |                 | 6                         |                 |
| Hydrotherapy and Treatment and Taping Room                  |              | 9                 | 9               |                           |                 |
| 2 Multipurpose Rooms  | 14           | 14                |                 | 9                         |                 |
| Ex. Physiology/Biomechanics Classrooms                      | 7            | 7                 |                 |                           |                 |
| Athletic Training Classrooms                                | 7            | 7                 |                 |                           |                 |
| Concession Stand  |              |                   | 1               |                           |                 |
| Faculty and Staff Offices                                   | 22           | 22                |                 | 1                         |                 |
| Aquatics Building Faculty and Staff Offices                 | 5            | 5                 |                 |                           |                 |
| Aquatics Building Lockers and Changing Rooms                |              |                   |                 |                           |                 |
| Events Center   |              |                   | 67              |                           |                 |
| Community Pool  | 133          | 133               | 133             | 133                       | 67              |
| <b>Maximum Total Parking Required</b>                       | <b>252</b>   | <b>362</b>        | <b>639</b>      | <b>515</b>                | <b>200</b>      |

(a) Estimated parking required for soccer games, provided in separate parking lot at the track.

Table B12 - Shared Parking Analysis for Phase 1 Buildout Varsity Athletics Use and Events Center Fully Utilized  
December

| Varsity Athletics and Facilities                            | Weekday A.M. | Weekday Afternoon | Weekday Evening | Weekend A.M. or Afternoon | Weekend Evening |
|---|--------------|-------------------|-----------------|---------------------------|-----------------|
| Baseball  |              |                   |                 |                           |                 |
| Aquatics  |              |                   |                 | 100                       |                 |
| Basketball  |              | 300               | 300             | 300                       | 300             |
| Volleyball  |              |                   |                 |                           |                 |
| Soccer  |              |                   |                 |                           |                 |
| Fitness and Strength Conditioning Center                    | 42           | 42                | 42              | 42                        |                 |
| Aerobics Studio   |              | 63                | 63              |                           |                 |
| Faculty and Fitness Area Lockers                            | 16           | 16                | 16              | 16                        |                 |
| Varsity, Visitors & Officials Lockers                       |              | 8                 | 8               | 8                         | 8               |
| Athletics Equipment Storage, Distribution, and Laundry Room | 6            | 6                 |                 |                           |                 |
| Hydrotherapy and Treatment and Taping Room                  |              | 9                 | 9               | 9                         | 9               |
| 2 Multipurpose Rooms  | 14           | 14                |                 |                           |                 |
| Ex. Physiology/Biomechanics Classrooms                      | 7            | 7                 |                 |                           |                 |
| Athletic Training Classrooms                                | 7            | 7                 |                 |                           |                 |
| Concession Stand  |              | 1                 | 1               | 1                         | 1               |
| Faculty and Staff Offices                                   | 22           | 22                |                 |                           |                 |
| Aquatics Building Faculty and Staff Offices                 | 5            | 5                 |                 | 5                         |                 |
| Aquatics Building Lockers and Changing Rooms                |              |                   |                 | 18                        |                 |
| Events Center   |              |                   | 67              |                           | 67              |
| Community Pool  | 133          | 133               | 133             | 133                       | 133             |
| <b>Maximum Total Parking Required</b>                       | <b>252</b>   | <b>633</b>        | <b>639</b>      | <b>638</b>                | <b>518</b>      |

Table C1 - Shared Parking Analysis for Ultimate Buildout Varsity Athletics Use and Events Center Fully Utilized  
January

| Varsity Athletics and Facilities                            | Weekday A.M. | Weekday Afternoon | Weekday Evening | Weekend A.M. or Afternoon | Weekend Evening |
|---|--------------|-------------------|-----------------|---------------------------|-----------------|
| Baseball  |              | 60                |                 | 60                        |                 |
| Aquatics  |              | 100               |                 | 100                       |                 |
| Basketball  |              |                   | 300             | 300                       | 300             |
| Volleyball  |              |                   |                 |                           |                 |
| Tennis  |              | 45                |                 |                           |                 |
| Soccer  |              |                   |                 |                           |                 |
| Football  |              |                   |                 |                           |                 |
| Softball  |              | 50                |                 |                           |                 |
| Fitness and Strength Conditioning Center                    | 42           | 42                | 42              | 42                        |                 |
| Aerobics Studio   |              | 63                | 63              |                           |                 |
| Faculty and Fitness Area Lockers                            | 16           | 16                | 16              | 16                        |                 |
| Varsity, Visitors & Officials Lockers                       |              | 29                | 8               | 8                         | 6               |
| Athletics Equipment Storage, Distribution, and Laundry Room | 6            | 6                 |                 | 6                         |                 |
| Hydrotherapy and Treatment and Taping Room                  |              | 9                 | 9               | 9                         | 9               |
| 2 Multipurpose Rooms  | 14           | 14                |                 |                           |                 |
| Ex. Physiology/Biomechanics Classrooms                      | 7            | 7                 |                 |                           |                 |
| Athletic Training Classrooms                                | 7            | 7                 |                 |                           |                 |
| Concession Stand  |              | 1                 | 1               | 1                         | 1               |
| Faculty and Staff Offices                                   | 22           | 22                |                 |                           |                 |
| Aquatics Building Faculty and Staff Offices                 | 5            | 5                 |                 | 5                         |                 |
| Aquatics Building Lockers and Changing Rooms                |              | 18                |                 | 18                        |                 |
| Events Center   |              |                   | 67              |                           | 67              |
| Preschool   | 29           | 29                |                 |                           |                 |
| Facilities  | 35           | 35                |                 |                           |                 |
| Community Pool  | 133          | 133               | 133             | 133                       | 133             |
| Maximum Total Parking Required                              | 316          | 691               | 639             | 638                       | 518             |

Table C3 - Shared Parking Analysis for Ultimate Builddout Varsity Athletics Use and Events Center Fully Utilized  
March

| Varsity Athletics and Facilities                            | Weekday A.M. | Weekday Afternoon | Weekday Evening | Weekend A.M. or Afternoon | Weekend Evening |
|---|--------------|-------------------|-----------------|---------------------------|-----------------|
| Baseball  |              | 60                |                 | 60                        |                 |
| Aquatics  |              | 100               |                 | 100                       |                 |
| Basketball  |              |                   |                 |                           |                 |
| Volleyball  |              |                   |                 |                           |                 |
| Tennis  |              | 45                |                 | 45                        |                 |
| Soccer  |              |                   |                 |                           |                 |
| Football  |              |                   |                 |                           |                 |
| Softball  |              |                   |                 | 50                        |                 |
| Fitness and Strength Conditioning Center                    | 42           | 42                | 42              | 42                        |                 |
| Aerobics Studio   |              | 63                | 63              |                           |                 |
| Faculty and Fitness Area Lockers                            | 16           | 16                | 16              | 16                        |                 |
| Varsity, Visitors & Officials Lockers                       |              | 29                |                 | 29                        |                 |
| Athletics Equipment Storage, Distribution, and Laundry Room | 6            | 6                 |                 | 6                         |                 |
| Hydrotherapy and Treatment and Taping Room                  |              | 9                 |                 | 9                         |                 |
| 2 Multipurpose Rooms  | 14           | 14                |                 |                           |                 |
| Ex. Physiology/Biomechanics Classrooms                      | 7            | 7                 |                 |                           |                 |
| Athletic Training Classrooms                                | 7            | 7                 |                 |                           |                 |
| Concession Stand  |              | 1                 |                 | 1                         |                 |
| Faculty and Staff Offices                                   | 22           | 22                |                 |                           |                 |
| Aquatics Building Faculty and Staff Offices                 | 5            | 5                 |                 | 5                         |                 |
| Aquatics Building Lockers and Changing Rooms                |              | 18                |                 | 18                        |                 |
| Events Center   |              |                   | 67              |                           | 67              |
| Preschool   | 29           | 29                |                 |                           |                 |
| Facilities  | 35           | 35                |                 |                           |                 |
| Community Pool  | 133          | 133               | 133             | 133                       | 133             |
| <b>Maximum Total Parking Required</b>                       | <b>316</b>   | <b>641</b>        | <b>321</b>      | <b>514</b>                | <b>200</b>      |

Table C5 - Shared Parking Analysis for Ultimate Buildout Varsity Athletics Use and Events Center Fully Utilized  
May

| Varsity Athletics and Facilities                            | Weekday A.M. | Weekday Afternoon | Weekday Evening | Weekend A.M. or Afternoon | Weekend Evening |
|---|--------------|-------------------|-----------------|---------------------------|-----------------|
| Baseball  |              |                   |                 | 60                        |                 |
| Aquatics  |              |                   |                 |                           |                 |
| Basketball  |              |                   |                 |                           |                 |
| Volleyball  |              |                   |                 |                           |                 |
| Tennis  |              |                   |                 |                           |                 |
| Soccer  |              |                   |                 |                           |                 |
| Football  |              |                   |                 |                           |                 |
| Softball  |              |                   |                 |                           |                 |
| Fitness and Strength Conditioning Center                    | 42           | 42                | 42              | 42                        |                 |
| Aerobics Studio   |              | 63                | 63              |                           |                 |
| Faculty and Fitness Area Lockers                            | 16           | 16                | 16              | 16                        |                 |
| Varsity, Visitors & Officials Lockers                       |              |                   |                 | 8                         |                 |
| Athletics Equipment Storage, Distribution, and Laundry Room | 6            | 6                 |                 | 6                         |                 |
| Hydrotherapy and Treatment and Taping Room                  |              |                   |                 | 9                         |                 |
| 2 Multipurpose Rooms  | 14           | 14                |                 |                           |                 |
| Ex. Physiology/Biomechanics Classrooms                      | 7            | 7                 |                 |                           |                 |
| Athletic Training Classrooms                                | 7            | 7                 |                 |                           |                 |
| Concession Stand  |              |                   |                 |                           |                 |
| Faculty and Staff Offices                                   | 22           | 22                |                 |                           |                 |
| Aquatics Building Faculty and Staff Offices                 | 5            | 5                 |                 |                           |                 |
| Aquatics Building Lockers and Changing Rooms                |              |                   |                 |                           |                 |
| Events Center   |              |                   | 67              |                           | 67              |
| Preschool   | 29           | 29                |                 |                           |                 |
| Facilities  | 35           | 35                |                 |                           |                 |
| Expected Camp and event parking requirement                 | 41           | 41                | 41              | 67                        | 67              |
| Community Pool  | 133          | 133               | 133             | 133                       | 133             |
| <b>Maximum Total Parking Required</b>                       | <b>357</b>   | <b>420</b>        | <b>362</b>      | <b>341</b>                | <b>267</b>      |

Table C7 - Shared Parking Analysis for Ultimate Buildout Varsity Athletics Use and Events Center Fully Utilized July

| Varsity Athletics and Facilities                            | Weekday A.M. | Weekday Afternoon | Weekday Evening | Weekend A.M. or Afternoon | Weekend Evening |
|---|--------------|-------------------|-----------------|---------------------------|-----------------|
| Baseball  | 30           | 30                |                 |                           |                 |
| Aquatics  |              |                   |                 |                           |                 |
| Basketball  | 100          | 100               |                 |                           |                 |
| Volleyball  |              |                   |                 |                           |                 |
| Tennis  | 25           | 25                |                 |                           |                 |
| Soccer  | 60           | 60                |                 |                           |                 |
| Football  |              |                   |                 |                           |                 |
| Softball  |              |                   |                 |                           |                 |
| Fitness and Strength Conditioning Center                    |              |                   | 42              | 42                        |                 |
| Aerobics Studio   |              |                   |                 |                           |                 |
| Faculty and Fitness Area Lockers                            |              |                   | 16              | 16                        |                 |
| Varsity, Visitors & Officials Lockers                       |              |                   |                 |                           |                 |
| Athletics Equipment Storage, Distribution, and Laundry Room |              |                   |                 |                           |                 |
| Hydrotherapy and Treatment and Taping Room                  |              |                   |                 |                           |                 |
| 2 Multipurpose Rooms  |              |                   |                 |                           |                 |
| Ex. Physiology/Biomechanics Classrooms                      |              |                   |                 |                           |                 |
| Athletic Training Classrooms                                |              |                   |                 |                           |                 |
| Concession Stand  |              |                   |                 |                           |                 |
| Faculty and Staff Offices                                   | 22           | 22                |                 |                           |                 |
| Aquatics Building Faculty and Staff Offices                 | 5            | 5                 |                 |                           |                 |
| Aquatics Building Lockers and Changing Rooms                |              |                   |                 |                           |                 |
| Events Center   |              |                   | 67              | 67                        | 67              |
| Preschool   | 29           | 29                |                 |                           |                 |
| Facilities  | 35           | 35                |                 |                           |                 |
| Expected Camp and event parking requirement                 | 220          | 220               | 220             | 157                       | 157             |
| Community Pool  | 133          | 133               | 133             | 133                       | 133             |
| <b>Maximum Total Parking Required</b>                       | <b>659</b>   | <b>659</b>        | <b>478</b>      | <b>415</b>                | <b>357</b>      |

Table C9 - Shared Parking Analysis for Ultimate Buildout Varsity Athletics Use and Events Center Fully Utilized  
September

| Varsity Athletics and Facilities                            | Weekday A.M. | Weekday Afternoon | Weekday Evening | Weekend A.M. or Afternoon | Weekend Evening |
|---|--------------|-------------------|-----------------|---------------------------|-----------------|
| Baseball  |              |                   |                 |                           |                 |
| Aquatics  |              |                   |                 |                           |                 |
| Basketball  |              |                   |                 |                           |                 |
| Volleyball  |              |                   | 300             |                           |                 |
| Tennis  |              |                   |                 |                           |                 |
| Soccer  |              | 200               |                 | 200                       |                 |
| Football  |              |                   |                 | 600                       |                 |
| Softball  |              |                   |                 |                           |                 |
| Fitness and Strength Conditioning Center                    | 42           | 42                | 42              | 42                        |                 |
| Aerobics Studio   |              | 63                | 63              |                           |                 |
| Faculty and Fitness Area Lockers                            | 16           | 16                | 16              | 16                        |                 |
| Varsity, Visitors & Officials Lockers                       |              | 29                | 29              | 29                        |                 |
| Athletics Equipment Storage, Distribution, and Laundry Room | 6            | 6                 |                 | 6                         |                 |
| Hydrotherapy and Treatment and Taping Room                  |              | 9                 |                 | 9                         |                 |
| 2 Multipurpose Rooms  | 14           | 14                |                 |                           |                 |
| Ex. Physiology/Biomechanics Classrooms                      | 7            | 7                 |                 |                           |                 |
| Athletic Training Classrooms                                | 7            | 7                 |                 |                           |                 |
| Concession Stand  |              | 1                 | 1               |                           |                 |
| Faculty and Staff Offices                                   | 22           | 22                |                 | 1                         |                 |
| Aquatics Building Faculty and Staff Offices                 | 5            | 5                 |                 |                           |                 |
| Aquatics Building Lockers and Changing Rooms                |              |                   |                 |                           |                 |
| Events Center   |              |                   | 67              |                           | 67              |
| Preschool   | 29           | 29                |                 |                           |                 |
| Facilities  | 35           | 35                |                 |                           |                 |
| Community Pool  | 133          | 133               | 133             | 133                       | 133             |
| Maximum Total Parking Required                              | 316          | 618               | 660             | 1036                      | 200             |

Table C11 - Shared Parking Analysis for Ultimate Buildout Varsity Athletics Use and Events Center Fully Utilized  
November

| Varsity Athletics and Facilities                            | Weekday A.M. | Weekday Afternoon | Weekday Evening | Weekend A.M. or Afternoon | Weekend Evening |
|---|--------------|-------------------|-----------------|---------------------------|-----------------|
| Baseball  |              |                   |                 |                           |                 |
| Aquatics  |              |                   |                 |                           |                 |
| Basketball (a)  |              |                   | 300             | 300                       | 300             |
| Volleyball  |              |                   |                 |                           |                 |
| Tennis  |              |                   |                 |                           |                 |
| Soccer  |              |                   |                 | 200                       |                 |
| Football (a)  |              |                   |                 | 600                       |                 |
| Softball  |              |                   |                 |                           |                 |
| Fitness and Strength Conditioning Center                    | 42           | 42                | 42              | 42                        |                 |
| Aerobics Studio   |              | 63                | 63              |                           |                 |
| Faculty and Fitness Area Lockers                            | 16           | 16                | 16              | 16                        |                 |
| Varsity, Visitors & Officials Lockers                       |              |                   | 8               | 29                        | 8               |
| Athletics Equipment Storage, Distribution, and Laundry Room | 6            | 6                 |                 | 6                         |                 |
| Hydrotherapy and Treatment and Taping Room                  |              | 9                 | 9               | 9                         | 9               |
| 2 Multipurpose Rooms  | 14           | 14                |                 |                           |                 |
| Ex. Physiology/Biomechanics Classrooms                      | 7            | 7                 |                 |                           |                 |
| Athletic Training Classrooms                                | 7            | 7                 |                 |                           |                 |
| Concession Stand  |              |                   | 1               | 1                         | 1               |
| Faculty and Staff Offices                                   | 22           | 22                |                 |                           |                 |
| Aquatics Building Faculty and Staff Offices                 | 5            | 5                 |                 |                           |                 |
| Aquatics Building Lockers and Changing Rooms                |              |                   |                 |                           |                 |
| Events Center   |              |                   | 67              |                           | 67              |
| Preschool   | 29           | 29                |                 |                           |                 |
| Facilities  | 35           | 35                |                 |                           |                 |
| Community Pool  | 133          | 133               | 133             | 133                       | 133             |
| <b>Maximum Total Parking Required</b>                       | <b>316</b>   | <b>388</b>        | <b>639</b>      | <b>1036</b>               | <b>518</b>      |

(a) Women's basketball and football are schedules on different dates and do not compete for parking.



## **ASSOCIATED TRANSPORTATION ENGINEERS**

100 N. Hope Avenue, Suite 4, Santa Barbara, CA 93110 • (805) 687-4418 • FAX (805) 682-8509

Richard L. Pool, P.E.  
Scott A. Schell, AICP

June 4, 2007

07044L03.WPD

Beth Baden  
City of Thousand Oaks  
2100 Thousand Oaks Boulevard  
Thousand Oaks, CA 91362

### ***SUMMARY OF THE EXISTING PARKING DEMANDS FOR THE CALIFORNIA LUTHERAN UNIVERSITY NORTH CAMPUS AREA- CITY OF THOUSAND OAKS***

Associated Transportation Engineers (ATE) has prepared the following letter that reviews the existing parking demands for the California Lutheran University North Campus area, located in the City of Thousand Oaks.

#### **EXISTING PARKING CONDITIONS**

##### **Existing Parking Supply**

Currently there are three parking lots (Lot A, C, and E) on the North Campus that serve the existing athletic facilities. Lot D-1 is currently closed, therefore this parking lot was not included in the parking analysis. The total number of parking spaces available at these three lots is 440 spaces. Figure 1 (attached) illustrates the location of the parking lots at the North Campus and Table 1 shows the number of spaces provided in each lot.

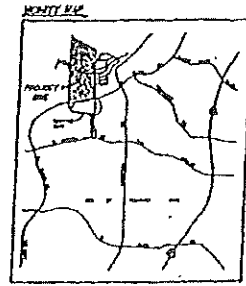
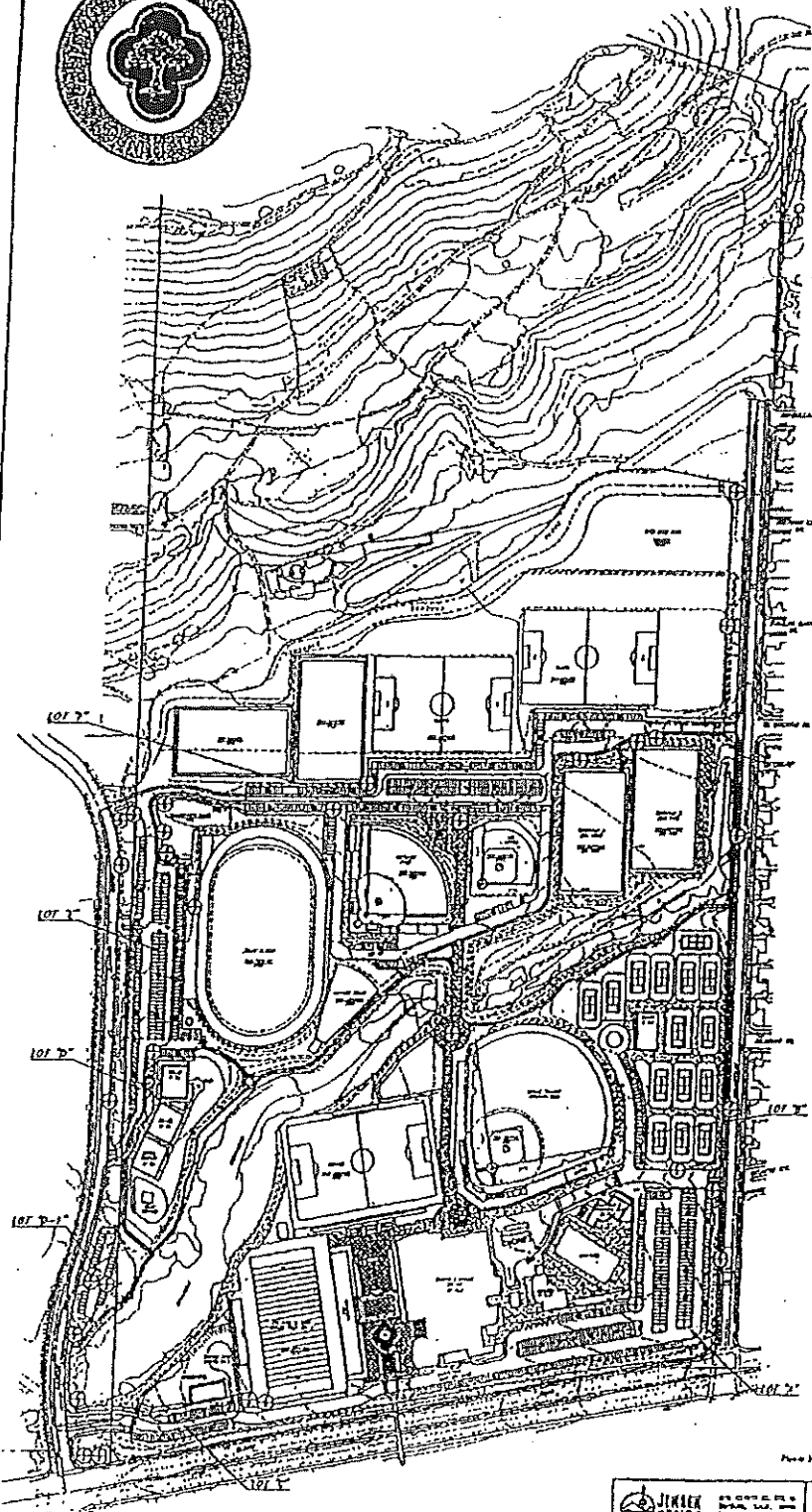
Table 2  
Existing Weekday Parking Demands - Wednesday, May 2, 2007

| Time       | North Campus Athletic Facility <sup>(a)</sup> |        |            | Community Pool - Lot A |        |            |
|------------|---|--------|------------|------------------------|--------|------------|
|            | Supply  | Demand | % Occupied | Supply                 | Demand | % Occupied |
| 10:00 A.M. | 440   | 86     | 20%        | 349                    | 37     | 11%        |
| 11:00 A.M. | 440   | 126    | 29%        | 349                    | 79     | 23%        |
| 12:00 P.M. | 440   | 99     | 23%        | 349                    | 52     | 15%        |
| 1:00 P.M.  | 440   | 100    | 23%        | 349                    | 54     | 15%        |
| 2:00 P.M.  | 440   | 108    | 25%        | 349                    | 56     | 16%        |
| 3:00 P.M.  | 440   | 127    | 29%        | 349                    | 86     | 25%        |
| 4:00 P.M.  | 440   | 114    | 26%        | 349                    | 79     | 23%        |

<sup>(a)</sup> Lots A, C, and E.

The data presented in Table 2 shows that the highest weekday parking demands at the North Campus Athletic Facility occurred at 3:00 P.M. when the peak parking demand observed was 127 spaces (29% occupied). The peak parking demand observed for the community pool parking lot was at 3:00 P.M. when it was 25% occupied (86 occupied spaces).

Table 3 shows the existing weekend parking demands observed when several athletic events were occurring at the North Campus Athletic Facility parking areas and for Lot A.



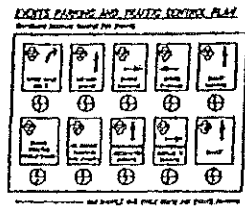
**LAND USE BILL**

| ITEM                      | AREA (SQ. FT.) | PERCENT |
|---------------------------|----------------|---------|
| 1. Hardtop parking area   | 125,700        | 100%    |
| 2. Area of ground surface | 24,000         | 19%     |
| 3. Gravel parking         | 14,000         | 11%     |
| 4. Gravel and sand lot    | 14,000         | 11%     |
| 5. Total area paved       | 157,700        | 126%    |

**NOTES**

SEE SHEET 4 FOR DETAILS AND SPECIFICATIONS

| ITEM                      | QUANTITY | UNIT    |
|---------------------------|----------|---------|
| 1. Hardtop lot "A"        | 125,700  | SQ. FT. |
| 2. Hardtop lot "B"        | 14,000   | SQ. FT. |
| 3. Hardtop lot "C"        | 14,000   | SQ. FT. |
| 4. Hardtop lot "D"        | 14,000   | SQ. FT. |
| 5. Hardtop lot "E"        | 14,000   | SQ. FT. |
| 6. Hardtop lot "F"        | 14,000   | SQ. FT. |
| 7. Parking lot "G"        | 14,000   | SQ. FT. |
| 8. Area of ground surface | 24,000   | SQ. FT. |
| 9. Gravel parking         | 14,000   | SQ. FT. |
| 10. Gravel and sand lot   | 14,000   | SQ. FT. |
| 11. Total area paved      | 157,700  | SQ. FT. |



|  |  |   |                    |
|--|--|---|--------------------|
|  | 1100 S. 10TH ST. SUITE 100<br>DENVER, CO 80202<br>TEL: 303.733.1100<br>FAX: 303.733.1101 | <b>PARKING PLAN</b><br>NORTH CAMPUS ATHLETIC FACILITY<br>CAROLINA LEONORAS UNIVERSITY | SHEET<br>5<br>OF 6 |
|  | DATE: 10/15/01<br>DRAWN BY: J. JENSEN<br>CHECKED BY: J. JENSEN                           |   |                    |



ASSOCIATED  
TRANSPORTATION  
ENGINEERS

CLU NORTH CAMPUS ATHLETIC FACILITY PARKING LOTS

FIGURE 1

LDH - 07014

ASSOCIATED TRANSPORTATION ENGINEERS  
 CLU SHARED PARKING STUDY

Date: 5/1/2007 Tuesday

| Lot A |        |          |        |     |      |        |
|-------|--------|----------|--------|-----|------|--------|
| Time  | Spaces | Occupied |        |     | Ill. | % Occ. |
|       |        | Regular  | Handi. | Bus |      |        |
| 10:00 | 349    | 44       | 0      | 6   | 0    | 14%    |
| 11:00 | 349    | 63       | 2      | 5   | 0    | 20%    |
| 12:00 | 349    | 62       | 1      | 4   | 0    | 19%    |
| 1:00  | 349    | 75       | 1      | 4   | 0    | 23%    |
| 2:00  | 349    | 76       | 1      | 4   | 0    | 23%    |
| 3:00  | 349    | 77       | 0      | 4   | 0    | 23%    |
| 4:00  | 349    | 78       | 0      | 4   | 0    | 23%    |

| Lot C |        |          |        |     |      |        |
|-------|--------|----------|--------|-----|------|--------|
| Time  | Spaces | Occupied |        |     | Ill. | % Occ. |
|       |        | Regular  | Handi. | Bus |      |        |
| 10:00 | 43     | 23       | 0      | 0   | 0    | 53%    |
| 11:00 | 43     | 20       | 0      | 0   | 0    | 47%    |
| 12:00 | 43     | 19       | 0      | 0   | 0    | 44%    |
| 1:00  | 43     | 19       | 1      | 0   | 0    | 47%    |
| 2:00  | 43     | 21       | 0      | 0   | 0    | 49%    |
| 3:00  | 43     | 26       | 2      | 0   | 0    | 65%    |
| 4:00  | 43     | 26       | 1      | 0   | 0    | 63%    |

| Lot E |        |          |        |     |      |        |
|-------|--------|----------|--------|-----|------|--------|
| Time  | Spaces | Occupied |        |     | Ill. | % Occ. |
|       |        | Regular  | Handi. | Bus |      |        |
| 10:00 | 48     | 26       | 0      | 0   | 0    | 54%    |
| 11:00 | 48     | 28       | 0      | 0   | 0    | 58%    |
| 12:00 | 48     | 20       | 0      | 0   | 0    | 42%    |
| 1:00  | 48     | 22       | 0      | 0   | 0    | 46%    |
| 2:00  | 48     | 24       | 0      | 0   | 0    | 50%    |
| 3:00  | 48     | 22       | 0      | 0   | 0    | 46%    |
| 4:00  | 48     | 18       | 0      | 0   | 0    | 38%    |

| North Campus Athl. Facility |        |        |       |                        |        |       |
|-----------------------------|--------|--------|-------|------------------------|--------|-------|
| Time                        | Supply | Demand | % Occ | Community Pool (Lot A) |        | % Occ |
|                             |        |        |       | Supply                 | Demand |       |
| 10:00                       | 440    | 99     | 23%   | 349                    | 50     | 14%   |
| 11:00                       | 440    | 118    | 27%   | 348                    | 70     | 20%   |
| 12:00                       | 440    | 106    | 24%   | 349                    | 67     | 19%   |
| 1:00                        | 440    | 122    | 28%   | 349                    | 80     | 23%   |
| 2:00                        | 440    | 126    | 29%   | 349                    | 81     | 23%   |
| 3:00                        | 440    | 131    | 30%   | 349                    | 81     | 23%   |
| 4:00                        | 440    | 127    | 29%   | 349                    | 82     | 23%   |

ASSOCIATED TRANSPORTATION ENGINEERS  
 CLU SHARED PARKING STUDY

Date: 5/3/2007 Thursday

| Time  | Spaces | Occupied |        |     | % Occ. |
|-------|--------|----------|--------|-----|--------|
|       |        | Regular  | Handl. | Bus |        |
| 10:00 | 349    | 40       | 1      | 4   | 13%    |
| 11:00 | 349    | 57       | 1      | 4   | 18%    |
| 12:00 | 349    | 64       | 0      | 3   | 19%    |
| 1:00  | 349    | 48       | 0      | 2   | 14%    |
| 2:00  | 349    | 55       | 2      | 1   | 17%    |
| 3:00  | 349    | 60       | 0      | 1   | 17%    |
| 4:00  | 349    | 69       | 0      | 1   | 20%    |

| Time  | Spaces | Occupied |        |     | % Occ. |
|-------|--------|----------|--------|-----|--------|
|       |        | Regular  | Handl. | Bus |        |
| 10:00 | 43     | 25       | 0      | 0   | 58%    |
| 11:00 | 43     | 25       | 0      | 0   | 58%    |
| 12:00 | 43     | 21       | 0      | 0   | 49%    |
| 1:00  | 43     | 24       | 1      | 0   | 58%    |
| 2:00  | 43     | 19       | 0      | 0   | 44%    |
| 3:00  | 43     | 21       | 0      | 0   | 49%    |
| 4:00  | 43     | 21       | 1      | 0   | 51%    |

| Time  | Spaces | Occupied |        |     | % Occ. |
|-------|--------|----------|--------|-----|--------|
|       |        | Regular  | Handl. | Bus |        |
| 10:00 | 48     | 27       | 0      | 0   | 56%    |
| 11:00 | 48     | 27       | 0      | 0   | 56%    |
| 12:00 | 48     | 23       | 0      | 0   | 48%    |
| 1:00  | 48     | 25       | 0      | 0   | 52%    |
| 2:00  | 48     | 24       | 0      | 0   | 50%    |
| 3:00  | 48     | 21       | 0      | 0   | 44%    |
| 4:00  | 48     | 17       | 0      | 0   | 35%    |

| Time  | Supply | North Campus Athl. Facility |       | Community Pool (Lot A) |        |
|-------|--------|-----------------------------|-------|------------------------|--------|
|       |        | Demand                      | % Occ | Supply                 | Demand |
| 10:00 | 440    | 97                          | 22%   | 349                    | 45     |
| 11:00 | 440    | 114                         | 26%   | 349                    | 62     |
| 12:00 | 440    | 111                         | 25%   | 349                    | 67     |
| 1:00  | 440    | 100                         | 23%   | 349                    | 50     |
| 2:00  | 440    | 101                         | 23%   | 349                    | 58     |
| 3:00  | 440    | 103                         | 23%   | 349                    | 61     |
| 4:00  | 440    | 109                         | 25%   | 349                    | 70     |

EXHIBIT N

**CLU INFORMATION STATEMENT**

CLU and CRPD agree and acknowledge that under Section 110 of the Internal Revenue Code of 1986, as amended, (the "Code") and Treasury Regulation Section 1.110 1(c)(3), each of them must furnish certain information with their respective tax returns. In that regard, CLU hereby furnishes the following information to CRPD, to the best of CLU's knowledge:

CLU's name: California Lutheran University (if CLU is part of a consolidated group under the Code, the parent of such group is provided).

CLU's address:       60 West Olsen Road  
                          Thousand Oaks, CA 91360

CLU's employer identification number: 95-2962604.

Location of the Premises:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of authorized employee of CLU:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT O

**CRPD INFORMATION STATEMENT**

CLU and CRPD agree and acknowledge that under Section 110 of the Internal Revenue Code of 1986, as amended, (the "Code") and Treasury Regulation Section 1.110 1(c)(3), each of them must furnish certain information with their respective tax returns. In that regard, CRPD hereby furnishes the following information to CLU, to the best of CRPD's knowledge:

CRPD's name: Conejo Recreation & Park District (if CRPD is part of a consolidated group under the Code, the parent of such group is provided).

CRPD's address: 403 West Hillcrest Drive  
Thousand Oaks, CA 91360-4223

CRPD's employer identification number: 95-2265201.

Location of the Premises:

|                 |               |
|-----------------|---------------|
| Project Name:   | _____         |
| Street Address: | _____         |
| Premises City:  | Thousand Oaks |
| Premises State: | California    |

Signature of authorized employee of CRPD:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT P

**ESTOPPEL CERTIFICATE**

The undersigned, \_\_\_\_\_, whose address is \_\_\_\_\_ represents and warrants as follows:

1. The undersigned is the CRPD ("CRPD") under that certain ground lease ("Lease") dated \_\_\_\_\_ with \_\_\_\_\_ covering the premises commonly known as \_\_\_\_\_ ("Premises").

2. The Lease constitutes the only agreement (either written or oral) the undersigned has with respect to the Premises and any right of occupancy or use thereof.

3. The Lease is in full force and effect and has not been assigned, subleased, supplemented, modified or amended except as follows: \_\_\_\_\_.

4. The undersigned presently occupies the Premises and is paying rent on a current basis. All obligations of CLU under the Lease required to be performed to date, including any improvements to be constructed by CLU (or its predecessors), or the granting of any free rent, rent credit, offset, deductions, building allowance or rent reduction have been completed or fulfilled to the satisfaction of the undersigned except as follows: \_\_\_\_\_.

5. No rent has been paid by CRPD in advance except for the monthly rental that became due on \_\_\_\_\_, and a security deposit in the sum of \$ \_\_\_\_\_ now held by CLU in accordance with the terms of the Lease.

6. The monthly rental is the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

7. The present Lease term expires on \_\_\_\_\_ and there are no options to renew except: \_\_\_\_\_.

8. To the CRPD's actual knowledge without making any inquiry or investigation, there are no defaults under the Lease by CLU or any events which with the passage of time or giving of notice or both will result in any such default except as follows: \_\_\_\_\_.

9. The undersigned does not presently have (nor with the passage of time or giving of notice or both will have) any offset, charge, lien, claim, termination right or defense under the Lease except as follows: \_\_\_\_\_.

10. The undersigned has no purchase option and no rights of first refusal to acquire the Premises or the Shopping Center in which it is located or any part thereof, and there is no cancellation or termination rights, except as specifically set forth in the Lease.

11. The undersigned is aware that third parties intend to rely upon this Certificate and the statements set forth herein and that the statements and facts set forth above shall be binding on the undersigned.

12. The undersigned and the persons executing this Certificate on behalf of the undersigned have the power and authority to execute and deliver this Certificate.

DATED: \_\_\_\_\_