

**Recording Requested by and
when recorded return to:**

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



20190926-00115961-0 1/16

Ventura County Clerk and Recorder
MARK A. LUNN
09/26/2019 03:26:37 PM
1521552 \$.00 LE

Project Name: Sr/Teen Center Lease

**LAND LEASE BETWEEN THE CONEJO RECREATION AND PARK DISTRICT
AND THE CITY OF THOUSAND OAKS
TO PROVIDE A SENIOR ADULT FACILITY AND TEEN CENTER**

This Agreement is entered this 25th day of June 2019 by and between the Lessor Conejo Recreation and Park District, a California special district, hereinafter called "District" and the Lessee City of Thousand Oaks, a California municipal corporation, hereinafter called "City".

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

WHEREAS, District owns land on the north side of Janss Road and east of the Thousand Oaks (23) Freeway on the Conejo Creek Park property (hereinafter called "District property"); and

WHEREAS, in furtherance of the cooperative relationship between the parties, the parties entered a land lease dated July 12, 1988 (recorded as document number 89-038114 and hereinafter called the "prior lease") for a portion of District property for the construction of a Senior Adult Facility and Teen Center; and

WHEREAS, pursuant to the prior lease, City constructed and owns three improvements on District property:

- A 14,000 square foot facility located at 1375 East Janss Road (known as the Alex Fiore Thousand Oaks Teen Center);
- A 21,000 square foot facility located at 1385 East Janss Road (known as the Goebel Adult Community Center);
- Three parking lots which serve the facilities.

"No Fee Required"

(Govt. Code Sec 6103 & 27383)

Recorded for the Benefit
of City of Thousand Oaks


Authorized Representative

Page 1 of 7

Contract No. 12161-2019 9180

WHEREAS, in furtherance of the cooperative relationship between the parties, District operates the Alex Fiore Thousand Oaks Teen Center in the City owned facility at 1375 East Janss Road; and

WHEREAS, in furtherance of the cooperative relationship between the parties, District operates Goebel Adult Community Center in the City owned facility at 1385 East Janss Road; and

WHEREAS, the Goebel Adult Community Center enhances the leisure time capabilities of the senior adult populous of the Conejo Valley and the Alex Fiore Thousand Oaks Teen Center provides a safe place for teens to participate in supervised recreation; and

WHEREAS, the parties may desire to construct, or cause to be constructed, additional recreation facilities or modification to the existing facilities to enhance the capabilities of delivering recreation services; and

WHEREAS, the parties desire to strengthen, renew and update the lease terms to better support their cooperative relationship.

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

1. PROPERTY LEASED

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

That portion of Parcel "C" LD 428 in the City of Thousand Oaks, County of Ventura, State of California, as per map recorded in Book 31, Page 99 of the parcel map in the office of the County Recorder of said County as described in Exhibits A and B attached.

2. TERM

The term of this Agreement shall be for a period of fifty (50) years commencing on the first day of the calendar month following the day the Agreement has been executed by both parties. Upon commencement of the term of this Agreement, the prior agreement shall terminate. It is the parties' intention that the tenancy be uninterrupted and there be no change in ownership of any facilities as a result of the termination of the prior lease.

3. OPTION

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

4. HOLDOVER

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

5. USE

City shall use Premises to provide, or cause to be provided, needed community recreational services. It is the expectation of the parties that City will provide these services through a separate operation agreement with District to operate the Goebel Adult Community Center and the Alex Fiore Thousand Oaks Teen Center. Other incidental public uses may also occur at Premises. The parking lots on the premises may be used jointly with patrons of the Library.

6. CESSATION OF ORIGINAL USE

Use of the premises other than as an adult community center or teen center shall only be permitted upon the mutual agreement of the parties.

7. IMPROVEMENTS BY CITY

The City may make such additions and substantial alterations to the Premises, as the parties may from time to time mutually deem desirable.

8. OWNERSHIP AND REMOVAL OF IMPROVEMENTS

All improvements placed on the Premises by City during the term of this Agreement, including the existing facilities and improvements, shall be the property of the City until this Agreement expires when any left on the land shall become the property of the District. City shall be allowed a reasonable period of time after such termination in which to remove any fixtures or improvements.

9. REPAIRS AND MAINTENANCE

Obligations between the parties for repair and maintenance shall be agreed between the parties in a separate operating agreement.

10. ENTRY ON PREMISES

City and District may enter upon the Premises and any improvements placed thereon at all reasonable times to examine the condition thereof and to provide such maintenance and services as appropriate, provided that such right shall not be exercised in such a manner as to unreasonably interfere with any business conducted by either entity.

11. DEFAULT OR BREACH

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

12. WAIVER

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

13. PARTIES BOUND AND BENEFITTED

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

14. CONDEMNATION

If the whole of the Premises should be taken by a public authority under the power of eminent domain, then the term of this Agreement shall cease on the day of possession by said public authority. If only a part of the Premises should be taken under eminent domain, City shall have the right to either terminate this Agreement or to continue in possession of the remainder of the Premises. If City remains in possession, all of the terms hereof shall continue in effect with respect to the remainder of the Premises. If such taking under the power of eminent domain occurs, compensation attributable to the improvements of City shall belong to City, and compensation attributable to the real property of District shall belong to District. If either the whole or part of the Premises should be taken by a public authority under the power of eminent domain, or if an act or omission of inverse condemnation shall occur causing damage to this property, the District's interest shall be valued based upon the full fair market value of the property interest taken or compromised as though the leasehold interest did not exist on the subject property. The City interest in such case shall be valued based upon the buildings, improvements and appurtenances minus any reversionary interest of the District therein.

15. ENTIRE AGREEMENT

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

16. AGREEMENT MODIFICATION

Any amendment, modification, or variation of the terms or tasks of this Agreement shall be in writing and shall be effective only upon the mutual written approval by the City and District.

17. ARTICLE HEADINGS

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

18. RECORDATION

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

19. ASSIGNMENT

This Agreement is not assignable by District without City's prior written consent.

20. SUBCONTRACTING

No part of the work described in this Agreement may be subcontracted out to other parties.

21. MUTUAL INDEMNIFICATION

District shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability including, but not limited to, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with District's negligence, recklessness or willful misconduct in the performance of obligations hereunder or its failure to comply with any of its obligations contained in the Agreement.

City shall indemnify, defend with legal counsel approved by District, and hold harmless District, its officers, officials, employees and volunteers from and against all liability including, but not limited to, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with City's negligence, recklessness or willful misconduct in the performance of obligations hereunder or its failure to comply with any of its obligations contained in the Agreement.

Should conflict of interest principles preclude a single legal counsel from representing both City and District, then the indemnifying party shall reimburse the indemnified party its costs of defense, including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation.

The indemnification obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee.

22. PARTIAL INVALIDITY

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

23. NOTICES

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

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

General Manager
Conejo Recreation and Park District
403 West Hillcrest Drive
Thousand Oaks CA 91360

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

City Manager
City of Thousand Oaks
2100 Thousand Oaks Boulevard
Thousand Oaks CA 91362

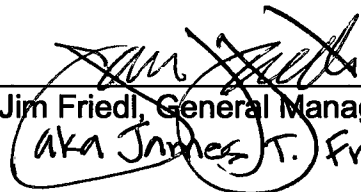
IN WITNESS WHEREOF, the parties execute this Land Lease Between the City of Thousand Oaks and the Conejo Recreation and Park District for the Lease for the Operation of a Senior Adult Facility and Teen Center as of the date set forth above.

CONEJO RECREATION AND PARK DISTRICT




Chuck Huffer, Chair

ATTEST:



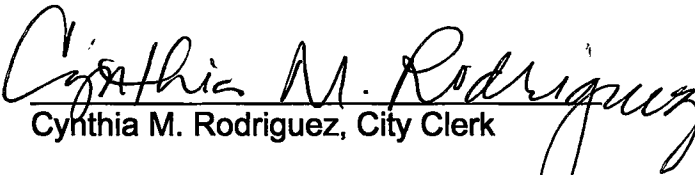
Jim Friedl, General Manager
aka James T. Friedl

CITY OF THOUSAND OAKS




Robert McCoy, Mayor

ATTEST:



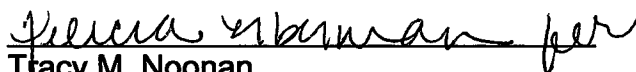
Cynthia M. Rodriguez, City Clerk

APPROVED AS TO ADMINISTRATION:



Andrew P. Powers
City Manager

APPROVED AS TO FORM:



Tracy M. Noonan
City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Ventura)

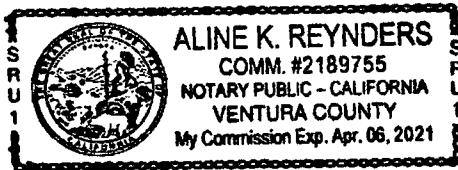
On Sept. 5, 2019 before me, Aline K. Reynders, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Chuck Huffer
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Aline K. Reynders
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Land lease CRPO/CD Document Date: 6/25/19
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

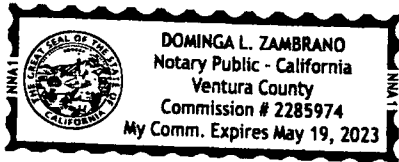
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Ventura)
On September 23, 2019 before me, Dominga L. Zambrano, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Albert Adam
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Dominga L. Zambrano
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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Description of Attached Document

Title or Type of Document: Land Lease CRPD/CTO Document Date: 6/25/2019
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

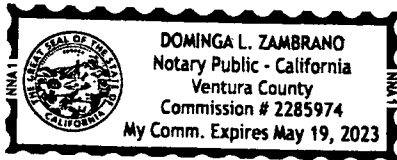
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Ventura)
On September 18, 2019 before me, Dominga L. Zambrano, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Cynthia M. Rodriguez
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Dominga L. Zambrano
Signature of Notary Public

Place Notary Seal Above

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

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

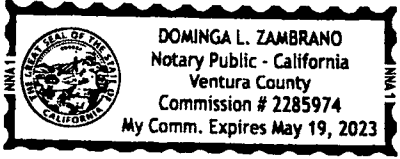
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State of California)
County of Ventura)
On September 18, 2019 before me, Dominga L. Zambrano, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Andrew P. Powers
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Dominga L. Zambrano
Signature of Notary Public

Place Notary Seal Above

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 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

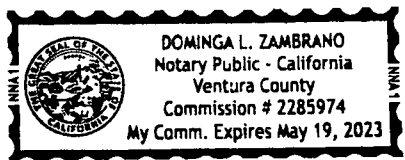
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Ventura)
On September 18, 2019 before me, Dominga L. Zambrano, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Felicia Liberman
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Dominga L. Zambrano
Signature of Notary Public

Place Notary Seal Above

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Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
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 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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State of California)
County of Ventura)
On Sept. 5, 2019 before me, Aline K. Reynders
Date Here Insert Name and Title of the Officer
personally appeared James T. Friedl
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature Aline K. Reynders
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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

LEGAL DESCRIPTION

That portion of Section 3, Township 1 north, Range 19 west, Rancho El Conejo, in the County of Ventura, State of California, as per map recorded in Book 1, Page 746 of Deeds, in the office of the County Recorder of said County, described as follows:

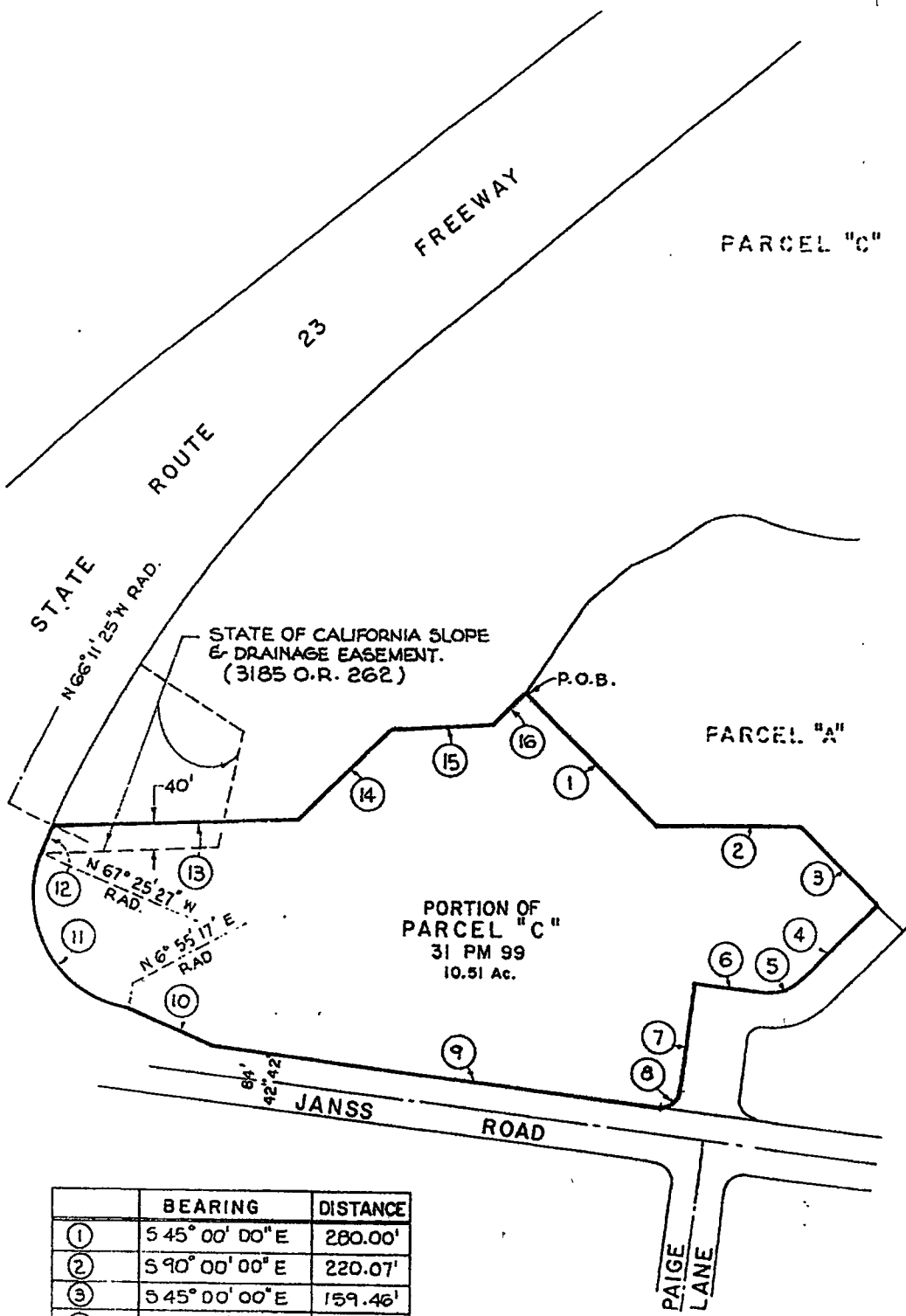
Beginning at the most westerly corner of Parcel "A" of LD 428 as per map recorded in Book 31, Page 99 of parcel maps in the office of the County Recorder of said County; thence along the boundary of Parcel "C" of said LD 428 the following 12 courses:

1. South 45°00'00" East 280.00 feet; thence
2. South 90°00'00" East 220.07 feet; thence
3. South 45°00'00" East 159.46 feet; thence
4. South 45°00'00" West 163.79 feet to the beginning of a curve concave northerly having a radius of 57.00 feet; thence, along said curve
5. Southwesterly and westerly through a central angle of 51°55'17" an arc length of 51.65 feet; thence
6. North 83°04'43" West 115.00 feet; thence
7. South 6°55'17" West 171.10 feet to the beginning of a curve concave northwesterly having a radius of 25.00 feet; thence, along said curve
8. Southerly, southwesterly and westerly through a central angle of 90°00'00" an arc length of 39.27 feet; thence
9. North 83°04'43" West 677.96 feet; thence
10. North 67°15'56" West 136.64 feet to the beginning of a non-tangent curve concave northeasterly having a radius of 170.00 feet to which point of beginning a radial line bears South 6°55'17" West; thence, along said curve
11. Westerly, northwesterly and northerly through a central angle of 105°39'16" an arc length of 313.48 feet to the beginning of a compound curve concave southeasterly having a radius of 2045.00 feet to which point of beginning a radial line bears North 67°25'27" West; thence, along said curve
12. Northerly and northeasterly through a central angle of 1°14'02" an arc length of 44.04 feet to a line that is parallel with and distant 40.00 feet northerly measured at right angles to the southerly line of the "State of California Slope and Drainage Easement" per Book 3185, Page 262 of official records; thence, along said parallel line and leaving said boundary of Parcel "C"
13. North 88°27'49" East 370.00 feet; thence
14. North 45°00'00" East 200.00 feet; thence
15. North 88°27'49" East 145.35 feet; thence
16. North 45°00'00" East 79.75 feet to the point of beginning

The above described parcel contains 10.51 acres.

LL22/33

Exhibit "A"



	BEARING	DISTANCE
①	S 45° 00' 00" E	280.00'
②	S 90° 00' 00" E	220.07'
③	S 45° 00' 00" E	159.46'
④	S 45° 00' 00" W	163.79'
⑤	$\Delta = 51^{\circ} 55' 17''$ R = 57.00' L = 51.65'	
⑥	N 83° 04' 43" W	115.00'
⑦	S 6° 55' 17" W	171.10'
⑧	$\Delta = 90^{\circ} 00' 00''$ R = 25.00' L = 39.27'	
⑨	N 83° 04' 43" W	677.96'
⑩	N 67° 15' 56" W	136.64'
⑪	$\Delta = 105^{\circ} 39' 16''$ R = 170.00' L = 313.48'	
⑫	$\Delta = 1^{\circ} 14' 02''$ R = 2045.00' L = 44.04'	
⑬	N 88° 27' 49" E	370.00'
⑭	N 45° 00' 00" E	200.00'
⑮	N 88° 27' 49" E	145.35'
⑯	N 45° 00' 00" E	79.75'

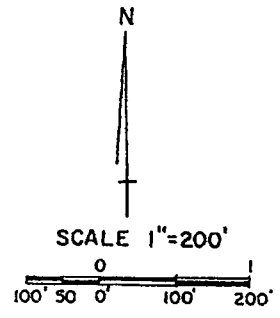


EXHIBIT "B"

LD-428
PORTION OF
PARCEL "C"

SE 45.
280.
SE 90.
220.07
SE 45.
159.46
SW 45.
163.79
NW 45.
57.
SW 6.5517
57.
SW 70.57385
A= 51.5517
R= 57.
L= 51.65
T= 27.75
CORD
49.90400853
SEGMENT
386.7410685
NW 83.0443
115.
SW 6.5517
171.1
NW 83.0443
25.
SW 6.5517
25.
SW 51.5517
A= 90.
R= 25.
L= 39.27
T= 25.00
CORD
35.35533906
SEGMENT
356.7477042

NW 83.0443
677.96
NW 67.1556
136.64
NE 6.5517
170.
NW 67.2527
170.
NW 30.1505
A= 105.3916
R= 170.
L= 313.48
T= 224.19
CORD
270.9178084
SEGMENT
25464.11743
SE 67.2527
2045.
NW 66.1125
2045.
NE 23.1134
A= 1.1402
R= 2045.
L= 44.04
T= 22.02
CORD
44.03909048
SEGMENT
6.96122534
NE 88.2749
370.

NE 45.
200.
NE 88.2749
145.35
NE 45.
79.75

TOTAL ERROR
0.004

ACCURACY 1/
727214.

SQ FT
457916.17

ACRES
10.51

LAT.
-0.0006

DEP.
0.0043