



Conejo Recreation & Park District

GENERAL MANAGER
Jim Friedl

BOARD OF DIRECTORS
Nellie Cusworth, Chair
Marissa Buss, Vice Chair
Chuck Huffer, Director
Doug Nickles, Director
Ashley Orozco, Director

DATE: January 15, 2026

TO: Board of Directors

FROM: Jim Friedl, General Manager 

SUBJECT: Acquisition of City of Thousand Oaks-Owned Property at 401/403 W. Hillcrest Drive (aka Fireworks Hill) by Conejo Recreation & Park District in the Amount of \$30.4 Million and Related Matters

RECOMMENDATION:

1. Approve Purchase and Sale Agreement (PSA) related to the sale of 401/403 W Hillcrest properties from the City of Thousand Oaks (City) to Conejo Recreation and Park District (CRPD).
2. Authorize General Manager to execute all documents necessary to effectuate the purchase of 401/403 W Hillcrest properties (aka "Fireworks Hill") (APNs 525-0-060-125, 525-0-053-115, 525-0-053-175, 525-0-060-135, 525-0-053-195, 525-0-060-085, 525-0-060-095, 525-0-060-115) from the City pursuant to the terms and conditions set forth in the Development Agreement (DAGR) and PSA.
3. Authorize a budget appropriation of \$15.4 million for the initial payment toward the property acquisition, funded by \$13.4 million from the Capital Facilities and Property Acquisition Reserve Fund and \$2.0 million from the Santa Monica Mountains Conservancy grant.
4. Authorize the General Manager to negotiate and execute a loan agreement or other debt instrument for the remaining \$15.0 million in acquisition funds, with final financing terms and conditions to be brought back to the Board for approval prior to execution.
5. Authorize the General Manager to expend up to \$200,000 for costs associated with obtaining debt financing, including, but not limited to, municipal advisor fees, bond counsel, bank counsel, and related transaction expenses, funded from the Capital Facilities and Property Acquisition Reserve Fund.
6. Find that the following actions are exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3): Common Sense Exemption; Section 15312: Surplus Government Property Sales; and Section 15325 - Transfers of Ownership of Interests of Land.

ADMINISTRATIVE OFFICES

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

BACKGROUND:

The Property

The City of Thousand Oaks owns 8 parcels totaling approximately 61 acres near the geographical center of the City of Thousand Oaks between The Oaks Shopping Center and the Janss Marketplace which acreage collectively make-up “Fireworks Hill.” (See **Exhibits A1, A2, A3**).

The General Plan and Zoning (Specific Plan No. 17)

The General Plan Land Use Designation Map (See **Exhibit B**) designates approximately half of the 60 acres (the “top of the hill”) as “Parks, Golf Courses, and Open Space,” while the lower portion is designated a combination of “Commercial Town” and “Mixed-Use”. Specific Plan No. 17, adopted by the City Council in February 1997, serves as the more particularized or “specific” zoning for the property and describes a variety of uses including commercial, residential, and institutional. (See **Exhibit C** for Specific Plan No. 17).

The Buildings at Hillcrest Center for the Arts (401 W. Hillcrest and 403 W. Hillcrest)

There are 2 primary buildings on the property 401 and 403 W. Hillcrest Drive. The building at 401 W. Hillcrest is approximately 21,000 square feet of office space (and recently served as headquarters for the National Park Service–Santa Monica Mountains National Recreation Area). The building at 403 W. Hillcrest is approximately 34,000 square feet consisting of 11,000 square feet of office space and 23,250 square feet of community center space known as the Hillcrest Center for the Arts (HCFA) including dance / exercise studio space, a black box theatre and specialty back of house space to support the theatre. The Arts Council of the Conejo Valley occupies an office in the building and displays works from local and regional artists in the community gallery space. The Conejo Gem and Mineral Club also occupies a small space in the building.

The Idea of CRPD Owning Fireworks Hill

CRPD has a history of being a tenant and investing in the property. CRPD was a tenant of the City’s when the buildings first opened in 1973 and remained a tenant until 1985 when both the City and CRPD vacated the property due to space constraints and asbestos remediation work. In the Fall of 2002, CRPD re-occupied the 403 W. Hillcrest Building via a 25-year term “License Agreement” with the City of Thousand Oaks.

Since the property and buildings are an asset owned by the City of Thousand Oaks, disposition of 401/403 W. Hillcrest is an opportunity for the City to raise revenue necessary to support construction of public improvements associated with the Downtown Project.

In March 2025, knowing that if the City sold 401/403 W. Hillcrest, CRPD would need a “home” for a significant number of staff and an important community center space, the City generously offered to incorporate CRPD’s administrative offices and a substantial portion of HCFA into the new downtown campus master plan design. Appreciative of the opportunity, the CRPD Board also expressed interest in finding-out whether the City may be willing to discuss the possibility of CRPD acquiring not only 403 W. Hillcrest, but also the 401 W. Hillcrest building and the surrounding land. On May 20, 2025, the City Council authorized the City Manager to negotiate a potential disposition of the property to CRPD.

Primary factors as to **why this acquisition is attractive to CRPD** include:

- a. CRPD already occupies 34,000 sf at 403 W. Hillcrest which includes administrative offices and HCFA and therefore CRPD would not need to lease or purchase another property, construct necessary improvements and move (avoids relocation costs).
- b. HCFA patrons and participants and the general public via visiting walkers, and sunset watchers have developed loyalty, familiarity and fondness for the current location.
- c. The people of Thousand Oaks retain public ownership of an iconic property visible to many homes and properties. The property is centrally located in town, easily accessible from the 101 freeway, has ample parking and the views from virtually anywhere on the property - and certainly the top of the hill - are spectacular. The buildings represent the City of Thousand Oaks first City-constructed City Hall, have a historic designation (City Landmark No. 10) and are culturally significant.
- d. CRPD not only retains HCFA and its administrative offices but also acquires an additional 21,000 sf of community center space (which can be brought “online” for community use faster and cheaper than new construction). These buildings are already designed to be fire-hardened structures and can serve as resiliency centers considering the community needs and how to serve the public during times of need (cooling centers, emergency shelters).
- e. CRPD acquires 61 additional acres of prominent and centrally located land to be utilized as parkland for existing residents as well as future residents as people eventually move into mixed use “housing opportunity areas” on properties such as The Oaks Shopping Center and Janss Marketplace. As new residents move-in, this additional acreage will help CRPD continue to meet the “parks to population” goals set forth in CRPD’s Parks Master Plan and ensure even more people live within a ½ mile walk to a park. Currently, Planning Zone D per the CRPD Master Plan is deficient 53.8 acres of parkland and currently serves a population of 30,409 residents which is expected to grow with the anticipated housing projects. (**See Exhibit D**).
- f. In the coming months and years, CRPD has the opportunity work closely with neighbors, the broader community and any others interested in potential park amenities within the property to enhance public access, community welfare and maintain an additional attractive public park space for the people (as well as plants and animals) of the Conejo Valley.

Should CRPD not acquire the property, CRPD’s current “License Agreement” with the City terminates in September 2027. Ideally, well before that date, CRPD would identify a new location to own or lease (most likely at market rates) approximately 11,000 square feet of administrative/office space and approximately 23,250 sf of community use space including specialized dance floors, black-box theatre space and equipment as well as back of house and set shop all with ample parking to support the demand of a venue that hosts public theatre performances.

The Purchase and Sale Agreement

After considering the opportunities and possibilities of CRPD ownership of Fireworks Hill and the two buildings, the CRPD Board authorized CRPD staff to work with City staff to craft a mutually agreeable Purchase and Sale Agreement (**See Exhibit E**). CRPD and City agreed upon a sales price of \$30.4 million based on independent appraisals of the property.

Salient terms of the Purchase and Sale Agreement include:

Purchase Price: \$30.4 million

Deposit: \$100,000 applied toward purchase price.

Title: ALTA owner's policy in amount of Purchase Price ensuring fee simple title.

Conditions Precedent to Closing:

- City Council & CRPD Board Approval of Development Agreement
- Written Confirmation Transaction complies with Surplus Lands Act

Closing Date: On or before 180 days from effective date of PSA.

City Retains Right of First Refusal to reacquire the site if CRPD ever wishes to dispose of it at SP-17 land use designation value.

The Development Agreement

The purpose of the Development Agreement is to protect CRPD's economic interest in the property. The Development Agreement essentially locks in the land use rights set forth in Specific Plan No. 17 (**See Exhibit F**) for 30 years so that, in event that CRPD requires economic value from the property, it has the right to sell some or all of the property to raise revenue. The City of Thousand Oaks retains a right of first refusal - meaning that if CRPD were to plan to offer some or all of the property for sale, CRPD would first ask the City if they may be interested in re-purchasing some or all of the property.

CRPD to Fund Acquisition Through a Combination of Cash and Financing

CRPD intends to use \$13.4 million from its Capital Facilities and Property Acquisition Reserve Fund (cash). This money has been saved over time for an opportunity such as this. The money is saved for the express purpose of acquiring property and adding recreational facilities. This acquisition will add both land and recreation facilities and offers the opportunity for additional park amenities in a park deficient portion of the community.

Santa Monica Mountains Conservancy Acquisition Grant

On August 18, 2025, the Board of Directors of the Santa Monica Mountains Conservancy voted to award a \$2 million grant to CRPD for the purpose of acquiring this property.

Financing Strategy

CRPD will release a Request for Proposals (RFP) for a municipal advisor in the coming weeks to assist in securing favorable financing for approximately \$15 million (approximately 49% of the purchase price). This financing will enable CRPD to close escrow and obtain ownership of the property and buildings. The municipal advisor will evaluate various debt instruments and market conditions to recommend the most advantageous financing structure for the CRPD.

Debt Servicing: How Does CRPD Plan to Pay Debt?

Depending on the interest rate (3.5%-5.5%) and term (10 years – 30 years), financing \$15 million is likely to cost CRPD between \$1,000,000/year and \$1,500,000/year. CRPD is prepared to manage that additional cost along with the owner operating costs associated with the property (\$400,000/year - \$600,000/year), which will be addressed through the FY 2026-27 budget process.

Additionally, the \$13.4 million being withdrawn from reserves will result in approximately \$450,000 foregone annual interest earnings. However, CRPD has not relied on these interest earnings for operating expenses. Instead, the District has relied on conservative budgeting, intentionally preserving budget capacity to accommodate CRPD's strategic priorities.

As with CRPD's other community centers, there will be an opportunity for new program and rental revenues from 401 W. Hillcrest associated with new operations which will offset some of the expenses.

For many years, CRPD has been methodically and intentionally saving funds for 2 primary purposes: building capital improvement projects in parks and paying down the unfunded accrued liabilities associated with employee pensions and benefits that were unfunded from the Great Recession of 2007-2009. CRPD's most recent actuarial reports indicate CRPD's unfunded accrued liabilities are now fully funded. Funds are invested in an irrevocable trust as well as its "Pensions Stabilization Reserve" to manage those long-term liabilities. Now that those liabilities are fully funded, CRPD is fortunate to have the capacity within its annual budget to absorb the debt service and operating costs associated with this acquisition.

A Financial Reach - with a Safety Net

Much like a couple getting their first home, CRPD will be financially stretching for the first few years to make the acquisition of CRPD's "forever home" a reality. The acquisition will result in new annual budgetary costs of approximately \$1.9 million to \$2.1 million. This includes debt service of up to \$1.5 million per year and operating costs of approximately \$400,000 to \$600,000 per year. CRPD typically maintains \$3 million in annual budget capacity through conservative revenue estimates and prudent expenditure management, providing sufficient room to absorb these new costs. These costs will be managed through the annual budget process, funded through a combination of general fund capacity (utilizing conservative revenue budgeting), interest earnings on reserve funds, and decreased pension obligations. These combined impacts are significant but manageable, especially knowing CRPD has a financial safety net in place.

There are several financial security considerations woven together to ensure a safety net is in place as CRPD acquires and manages this new asset while it continues to meet the needs of the entire parks system in a way that supports the entire community.

1. **Other Reserve Funds.** After this transaction closes, CRPD will still retain nearly \$15,000,000 in reserves for a variety of other purposes.
2. **Assessed Property Valuations.** With new construction of apartment buildings and commercial buildings (ie. AMGEN) underway, assessed valuations of these properties will increase significantly resulting in CRPD receiving more property tax revenues. There are several sizeable projects under construction, some already approved and others in the approval pipeline.
3. **Park Dedication (aka “Quimby Fees”)** For over 50 years, developers of new residential units have had to pay (or donate land) to contribute their proportionate share of the parkland in the Conejo Valley. Developers of new residential units continue to pay their fair share for parkland acquisition and improvement via a Park Dedication Fee (aka a “Quimby Fee”). When new multi-family projects are built near Fireworks Hill, those developers will either donate land or pay a fee to help off set the cost of acquiring and improving what will become a public park available for their new residents.
4. **Accrued Liabilities Associated with Employee Pensions/Benefits are Now Fully Funded.** CRPD methodically and intentionally has been saving funds for 2 primary purposes: building capital improvement projects in parks and paying down the unfunded accrued liabilities associated with employee pensions and benefits that were unfunded from the Great Recession of 2007-2009. CRPD’s most recent actuarial reports indicate CRPD’s unfunded accrued liabilities are now fully funded. This means that if financial markets continue to perform at historical averages, CRPD has annual budget capacity to redirect toward debt service and operational costs associated with this property acquisition.
5. **Development Agreement.** The Development Agreement associated with and attached to this agenda item is part of the safety net. The purpose of the Development Agreement is to lock-in the allowable land uses and zoning as spelled out in Specific Plan No. 17 as they exist today for the next 30 years. Should CRPD need to raise capital or ever get into financial distress the property could be security for the loan on the property or sold at market value (and the City would have right of first refusal).

Future Decisions

CRPD staff will review needs and opportunities for capital improvements, first reviewing any existing deficiencies or maintenance items in the buildings and property. (The HVAC system at 401 W. Hillcrest requires immediate replacement). Additionally, new opportunities for community access and use will be considered by CRPD staff and the Board. As staff does with large park projects, CRPD will engage the community through various forms of outreach such as surveys, workshops, and public meetings and return to board with recommendations for associated approvals

STRATEGIC PLAN COMPLIANCE

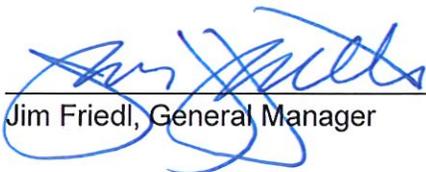
CRPD's Mission Statement: *To enrich the quality of life for our community by providing, conserving and enhancing recreational opportunities, parks and open space.*

- 2.2 Continue improvement of park system consistent with the District's Master Plan
- 2.9 Secure long-term location for CRPD Administrative offices, Hillcrest Center and Hillcrest Center for the Arts [before 2027].
- 4.1 Develop, maintain, and enhance relations with City of Thousand Oaks . . .
- 5.9 Disaster Preparedness . . . Coordinate with City and County of Ventura for emergency shelters.
- 8.1.1 With new facility and park amenity requests, consider whether repurposing or sharing existing facilities may be feasible and could be a more environmentally friendly and cost-effective alternative to a new facility or amenity.

2025 Goals & Objectives

- F. Explore Options for CRPD Administrative Offices and Hillcrest Center for the Arts (Lease expires in Fall 2027).
- L. Work with City to Consider Enhancing Art Opportunities
- M. Secure Additional Parkland in Park-Deficient Areas

Prepared and Respectfully submitted by:



Jim Friedl, General Manager

Attachments:

- Exhibit A1: Photo of Fireworks Hill
- Exhibit A2: Half Mile Buffer from The Oaks and Janss Marketplace
- Exhibit A3: Hillcrest Ownership: APN and Acreage
- Exhibit B: Hillcrest Land Use Designation
- Exhibit C: Specific Plan Number 17
- Exhibit D: CRPD Master Plan Figure 9-D: Community Planning Zone D
- Exhibit E: Purchase and Sale Agreement and Joint Escrow Instructions
- Exhibit F: Development Agreement ([DAGR] 2025-70004)

Exhibit A1



Hillcrest Ownership: APN and Acreage

Specific Plan No.17



Recreation & Park District

EXHIBIT A3



City of Thousand Oaks
Acres: 60.63

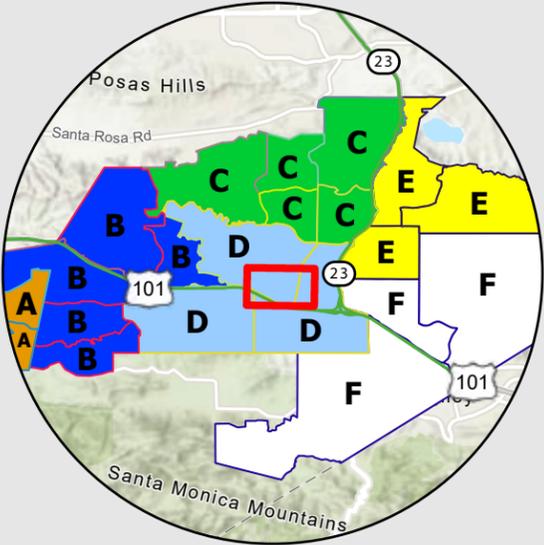
Ventura County
Acres: 1.39

Private Land
Acres: 3.37

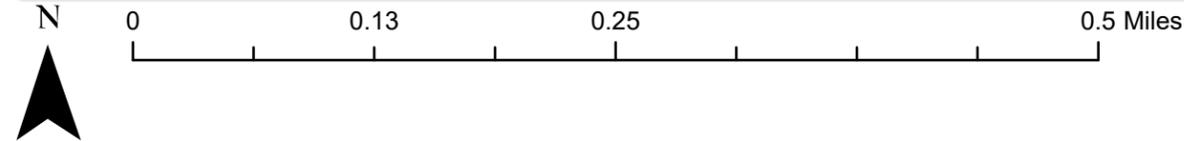
City of Thousand Oaks	Acres
A APN: 525-0-053-115	7.73
B APN: 525-0-060-095	5.69
C APN: 525-0-060-115	6.40
D APN: 525-0-053-195	2.40
E APN: 525-0-060-085	3.32
F APN: 525-0-060-135	4.99
G APN: 525-0-060-125	26.99
H APN: 525-0-053-175	3.11

Ventura County	Acres
I APN: 525-0-053-205	0.91
J APN: 525-0-053-185	0.43
K APN: 525-0-053-225	0.05

Private Land	Acres
L APN: 525-0-060-105	3.37



Extent of Map: Planning Area

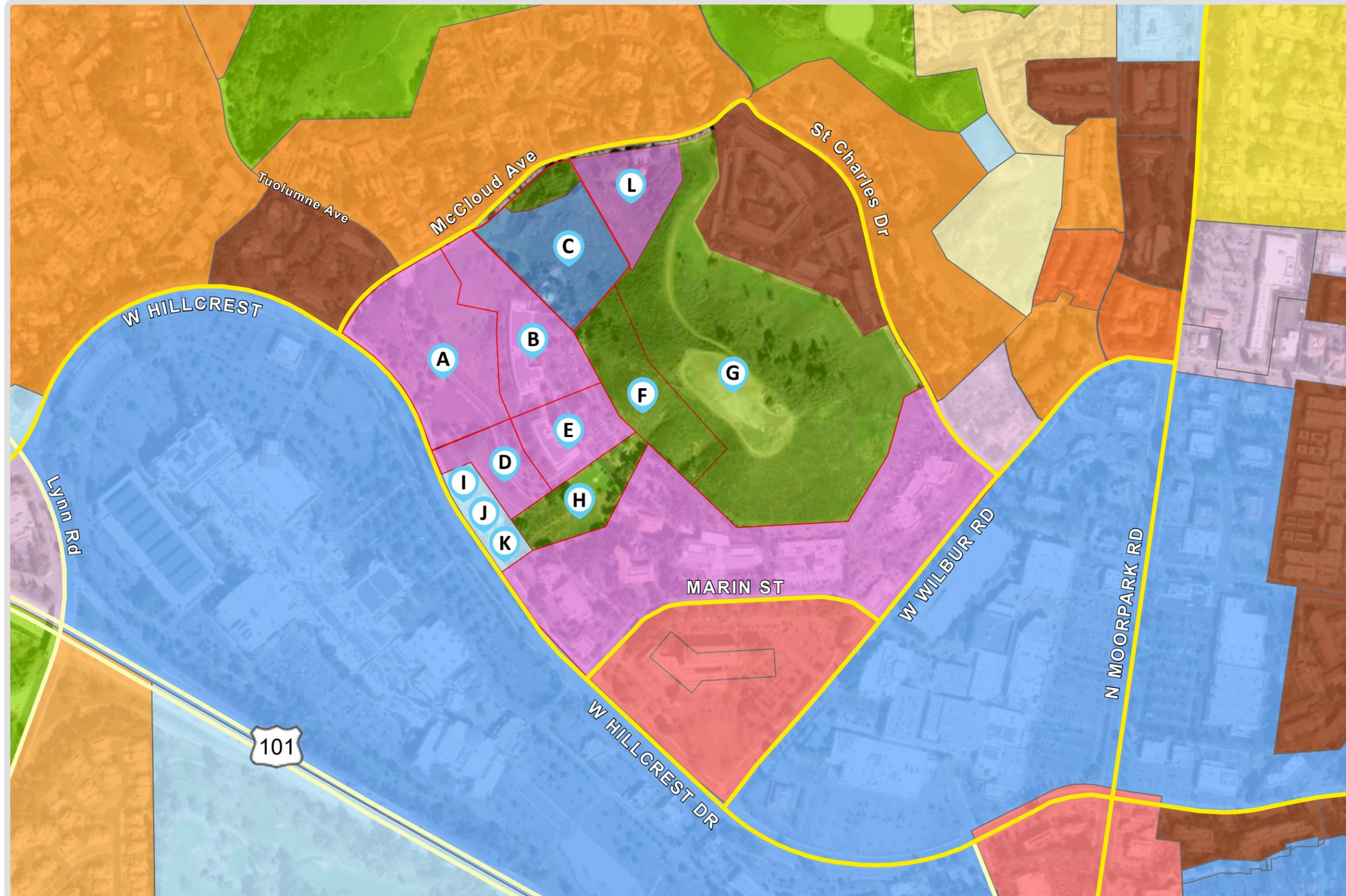


Esri, NASA, NGA, USGS, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Sources: Esri, Maxar, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community

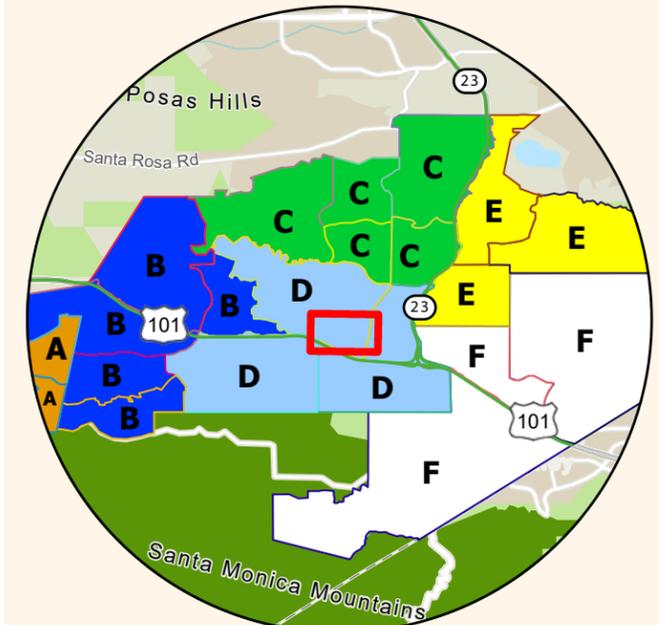
Hillcrest Land Use Designation

Specific Plan No.17

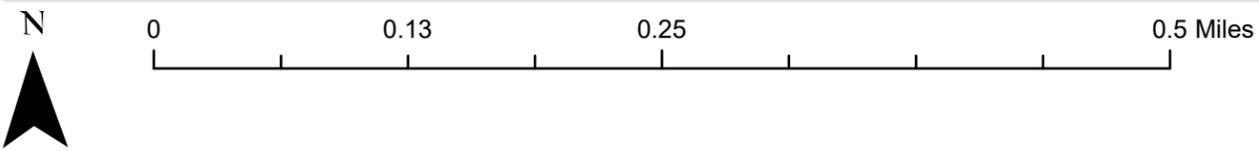
EXHIBIT B



- Neighborhood Rural
- Neighborhood Very Low
- Neighborhood Low
- Neighborhood Low Medium
- Neighborhood Medium
- Neighborhood High
- Commercial Neighborhood
- Commercial Town
- Commercial Regional
- Mixed-Use
- Open Space
- Institutional
- A See Hillcrest Ownership Map



Extent of Map: Planning Area



Esri, NASA, NGA, USGS, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Maxar

Exhibit C

401 WEST HILLCREST DRIVE SPECIFIC PLAN

Specific Plan No. 17
Thousand Oaks General Plan



401 WEST HILLCREST DRIVE SPECIFIC PLAN

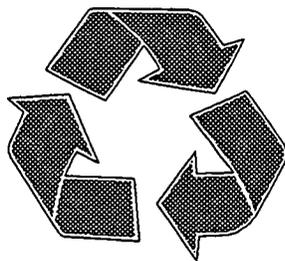
**Specific Plan No. 17
Thousand Oaks General Plan**

**City of Thousand Oaks
Department of Community Development
2100 Thousand Oaks Boulevard
Thousand Oaks CA 91362
(805) 449-2323**

February 4, 1997

**Adopted by the Thousand Oaks City Council on
February 4, 1997, by Ordinance No. 1278-NS**

This document is printed on recycled paper.



CITY OF THOUSAND OAKS

Adopted by the City Council (February, 1997)

Mayor Judy Lazar
Mayor Pro-Tem Michael Markey
Councilmember Elois Zeanah
Councilmember Andrew P. Fox
Councilmember Linda P. Parks

Recommended by the Planning Commission (June, 1996)

Forrest Fields, Chair
John S. Powers, Vice-Chair
Marilyn S. Carpenter
Linda P. Parks
Ronald S. Polanski

City of Thousand Oaks Staff

Grant R. Brimhall, City Manager
MaryJane V. Lazz, Assistant City Manager
Philip E. Gatch, Director of Community Development
John C. Prescott, Advance Planning Division Manager

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Appendices

- A Citizen's Committee Report
- B Oak Tree Information

I. AUTHORITY AND PURPOSE

A. Authority

The 401 West Hillcrest Drive Specific Plan is adopted pursuant to Sections 65450 through 65457 of the California Government Code and Section 9-2.401 through 9-2.403 of the Thousand Oaks Municipal Code. The Specific Plan is consistent with the Thousand Oaks General Plan, and is a tool for systematically implementing the General Plan.

B. Purpose

The purpose of the 401 West Hillcrest Drive Specific Plan is to establish City development policies and standards to guide future use and development of land within the boundaries of the Specific Plan.

This Specific Plan addresses the required topics of:

1. The distribution, location, and extent of land uses.
2. The distribution, location, extent, and intensity of public and private infrastructure needed to support the land uses of the specific plan.
3. Standards to regulate development and for the protection of natural resources.
4. Implementation and financing measures.
5. The relationship of the Specific Plan to the General Plan.

Adoption of a Specific Plan is a legislative act, establishing specific regulations which apply within its boundaries. These regulations may be specific in some areas, and somewhat general in others. They form an "envelope" within which future development projects must be designed to comply. A specific plan is analogous to zoning in that regard. As with any other property in the City, actual development of any portion of the Specific Plan further requires the approval of an appropriate entitlement, which must comply with the regulations of the Specific Plan.

The Specific Plan does not mandate any particular uses, and does not establish any economic parameters related to the City's disposition of the property.

C. Location and Boundaries

The location and boundaries of the Specific Plan area are depicted on Exhibit 1 on the next page. The site comprises approximately 61.8 acres of land along the north side of Hillcrest Drive and the east side of McCloud Avenue. It also fronts St. Charles Drive for a short distance.

A 35-acre portion of the site was acquired by the City in the early 1970's for use as the City's first Civic Center, which opened in 1973. This part of the site consists primarily of the portions closest to Hillcrest Drive and McCloud Avenue. By 1988, the City had outgrown the building, and the City Council subsequently determined to construct a new Civic Center (Civic Arts Plaza). The site was declared surplus in 1989. This portion of the site is commonly known as 401 West Hillcrest, the address of the former Civic Center.

The other 27 acres of the site, consisting of a hill within the northerly and easterly portions of the Specific Plan (commonly known as "Fireworks Hill") was acquired by the City in 1994, in order to integrate it with 401 West Hillcrest property for planning purposes.

D. Citizen's Committee Recommendations

In 1993, a 22-member Citizen's Committee was appointed by the City Council to provide recommendations on the re-use of the 401 West Hillcrest property. The Council's expectations were to:

Create an acceptable use for the disposition of the property at 401 West Hillcrest, with the objective of providing sufficient project revenue for the City to accommodate its financial plan for the Civic Arts Plaza, while being consistent with the City's development goals and objectives and being sensitive to the site, neighborhood and community needs.

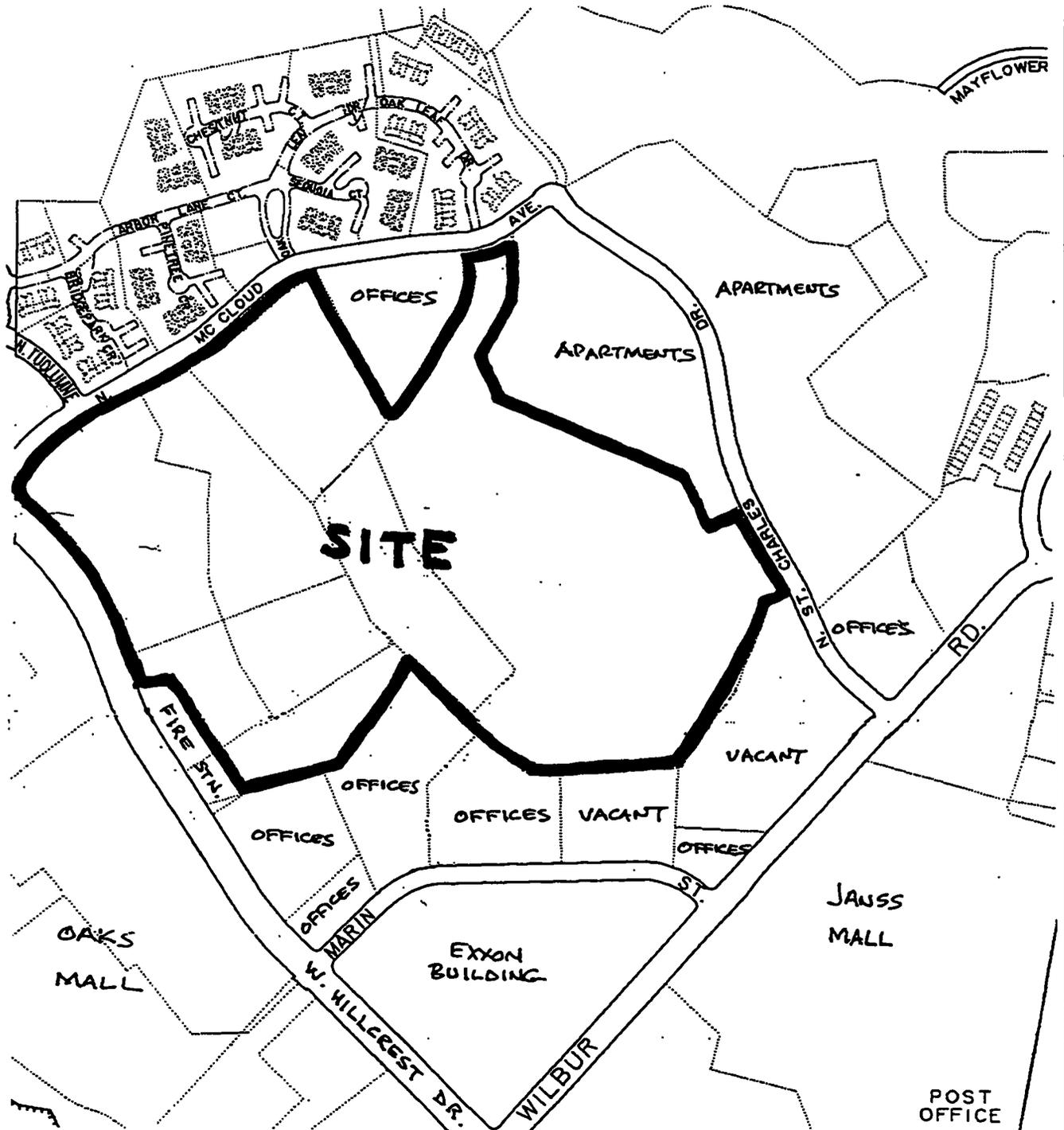
The Committee issued its report (copy included as Appendix A) to the Council on January 18, 1994. The Report began with a "vision statement" as follows:

In order to guide future development concepts for the 401 West Hillcrest site, the 401 Hillcrest Committee recommends that the City Council endorse the following statement which, while consistent with the disposition mission, provides a context in which that disposition should take place.

We believe that the redevelopment of the 401 Hillcrest Civic

EXHIBIT 1

Location and Boundaries



SCALE: 1" = 500'



Center property merits exceptional consideration due to its unique topographic and visual features.

This property is prominent both geographically and visually with the potential to become a signature image for the city. The view from the site encompasses a significant portion of the Conejo Valley. The current hillside contour and topography should be respected, and the current and future views of the ridgeline from the freeway should not be compromised. Open space is an important consideration and should be recognized. Plans should consider the potential synergy created by including development of adjacent parcels in the total scheme.

The Committee believes the future development of the property must incorporate the above features when considering the optimum economic return and cultural benefits to the community.

The Report made a variety of recommendations focussing on both a "maximum return" and a "moderate return" scenarios. The recommendations of the Committee form the basis for this Specific Plan, and its Final Report to the City Council is attached as Appendix A.

This Specific Plan is intended to implement the "moderate return" scenario, with refinements as recommended by the Planning Commission, while preserving the significant natural amenities of the site.

II. PLANNING ISSUES

There are a number of important planning issues which have been identified as pertinent to the development of this property. These are discussed in this section.

A. Land Use Compatibility

The site is located across McCloud Avenue from two multiple family housing areas - an apartment development (Lynn Villas) and condominiums (Oak Knoll). Another apartment project (Charter Oaks) is located adjacent to the Specific Plan on the northeast. Development within the Specific Plan area must not adversely affect residents of these neighboring areas.

The site is bordered on the south by a fire station and existing and planned office buildings. To the west, across Hillcrest Drive, is the Oaks Mall, a regional shopping center. The adjacency of these non-residential uses presents land use opportunities.

B. Economic Issues

A portion of the Specific Plan area (former City Hall site) is a municipal asset not needed for the current or foreseeable operations of the City. It has been declared surplus, and is available for sale and re-use. The proceeds of the sale of the surplus property are an important source of revenue to the City as part of the financing plan for the Civic Arts Plaza. The Specific Plan must facilitate an economically viable reuse of the site within a reasonable period of time.

C. Environmental Issues

The site contains a number of significant environmental features which have been afforded protection through City policy. These include oak trees (some native and some nursery stock planted in the late 1970's), steep slopes over 25% natural grade, and a prominent hill and ridgeline (Fireworks Hill). The Specific Plan must address the degree to which these protections will apply in redevelopment and reuse of the site.

D. Circulation and Access

The site presently has a single two-lane access drive from McCloud Avenue opposite Tuolumne Avenue. This access was sufficient for the prior City Hall, and would be sufficient for re-use of

existing structures alone. Issues which present themselves in relation to a more intensive re-use of the site include the following:

- 1) access to Hillcrest Drive
- 2) location and number of access points to McCloud Avenue
- 3) road widening needs
- 4) off-site road improvements needed due to increased development intensity

E. Special Use Proposals

Two generalized proposals for use/re-use of portions of the site have been advanced to the City Council prior to preparation of this Specific Plan. These are:

- 1) Golden Oak Park
- 2) Ventura County Discovery Center

Golden Oak Park would be a privately-funded park on Fireworks Hill. No specific site layout has been presented, but the advocates of this proposal suggest it could include elements such as a "golden oak" sculpture on top of the hill, amphitheater and/or pavilion, water feature, trails, picnic area, plantings of indigenous oak trees, and view sites. Parking would be lower on the site, with trail access only to the hilltop.

The Ventura County Discovery Center is a proposed regional hands-on science museum for children with a bioscience and electronic technology theme, and possibly including an IMAX theater. A local committee has formed to advance this project, and has expressed interest in re-use of the existing buildings within the Specific Plan for this project.

The Specific Plan could accommodate such uses within Planning Units 3 and 1, respectively, subject to the conformance of site plan and design with the other regulations of this Specific Plan.

III. DEVELOPMENT CONCEPT

A. Objectives

This Specific Plan is adopted to guide future development and redevelopment of surplus municipal property. The site has striking physical features, including a prominent hilltop ("Fireworks Hill"), rolling hillside contours, and numerous oak trees. The former Civic Center buildings in place at the time of adoption of this Specific Plan echo the contours of the hillside and are architecturally unique within the City.

In providing a guide for redevelopment of the site, this Specific Plan has the following objectives:

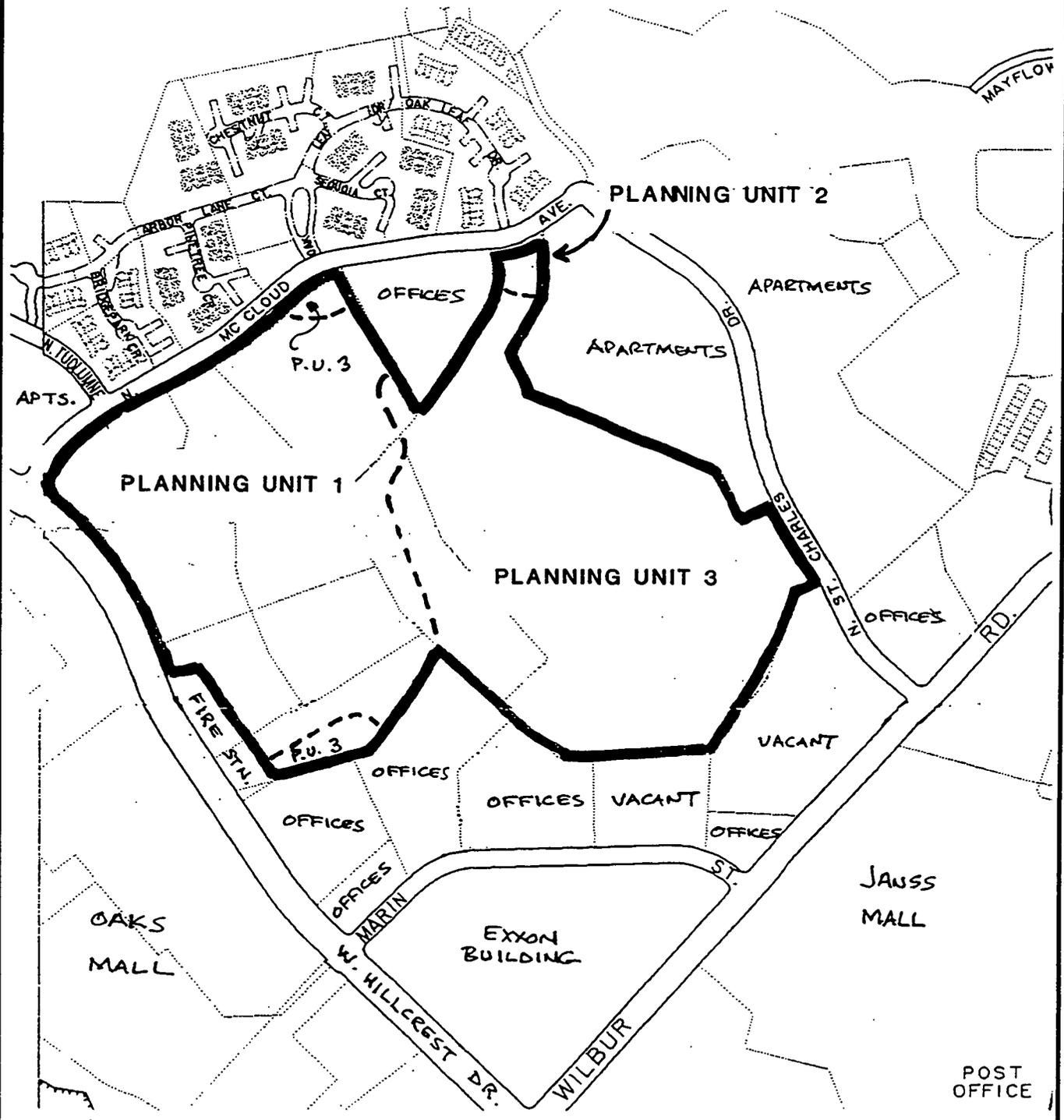
1. Structures and improvements should follow and blend with the natural contours and shapes of the terrain; horizontal orientation is encouraged and vertical massing is generally discouraged.
2. Generally, steeper slopes and Fireworks Hill are preserved as open space, with very limited and non-intrusive structures permitted only for park purposes.
3. Structures, improvements and activity patterns associated with development under the Specific Plan should not create any significant adverse impacts or nuisances (traffic, noise, light glare, view obstruction) affecting nearby land uses, including residential, commercial office, and the fire station.
4. The Specific Plan is intended to provide certainty regarding a number of aspects of development, specifically including permitted uses, portions of the site which may be developed, and parking ratios. Other aspects of development, including but not limited to precise site plan, architectural design and materials, and landscape plan are not fixed by this Specific Plan and shall be reviewed in conjunction with future entitlement applications filed within the Specific Plan area.
5. While mixed use (more than one general type of land use, e.g., residential, commercial office) is permissible within the site, it is not mandated. Parcelization is also permitted but not mandated. The Specific Plan provides controls to insure compatibility among uses.

B. Planning Units

The Specific Plan is divided into three Planning Units, as depicted on Exhibit 2. These are the two development zones (Planning Units 1 and 2) and the recreational/open space zone (Planning Unit 3, which is comprised of three separate sub-units).

Exhibit 2

Planning Unit Designations



SCALE: 1" = 500'



Planning Unit 1 consists primarily of the existing building site, and slopes below and adjacent to it, extending to Hillcrest Drive and McCloud Avenue.

Planning Unit 2 is an approximately 0.75-acre portion of the Fireworks Hill parcel, located along McCloud Avenue, between the existing medical office building and the Charter Oaks Apartments.

Planning Unit 3 comprises the balance of the Fireworks Hill parcel, including the hilltop and northerly, easterly (to St. Charles Drive), and southerly slopes. Planning Unit 3 also includes two detached areas. The first is an approximately 3/4 acre area of steep slopes, with four oak trees located on McCloud Avenue immediately opposite the Oak Knoll main driveway. The second is the steeply sloping area along the southeasterly perimeter above the fire station and below the helipad site.

The concept of the Specific Plan is to permit redevelopment and/or re-use of the existing structures within Planning Unit 1, as well as additional development subject to the development regulations set forth in the Specific Plan within Planning Units 1 and 2, while preserving the balance of the site (Planning Unit 3) in an essentially open condition, allowing only limited improvements associated with open space or passive recreational use, as further defined.

The allocation of acreage by Assessor's Parcel Number to Planning Units is as follows:

Assessor's Parcel Number	Planning Unit 1	Planning Unit 2	Planning Unit 3	Total Acreage
525-053-11	8.86			8.86
525-053-17	2.25		1.25	3.50
525-053-19	2.11			2.11
525-060-08	3.39			3.39
525-060-09	5.52			5.52
525-060-11	5.65		0.75	6.40
525-060-12		0.75	26.25	27.00
525-060-13	2.00		3.00	5.00
Totals	29.78	0.75	31.25	61.78

IV. PERMITTED LAND USES

A. Planning Unit 1

The following uses are permitted within Planning Unit 1, only if the use conforms to all other regulations and standards of this Specific Plan and all other applicable regulations of the City and other agencies with jurisdiction, subject to the issuance of a development permit in accordance with procedures set forth in Section XII (C) of this Specific Plan.

1. Corporate or single-user office buildings.
2. Multi-tenant office buildings, including medical offices.
3. Government offices.
4. Schools and universities.
5. Restaurants, excluding fast-food and take-out restaurants.
6. Research and development facilities, excluding any manufacturing activities.
7. Museums.
8. Art galleries.
9. Art studios.
10. Dance studios.
11. Attached residential dwelling units (condominiums, townhouses, or apartments) at a net density not to exceed fifteen (15) dwelling units per acre, limited to housing for senior citizens.
12. Congregate care/assisted living residential facilities.
13. Convalescent hospitals.
14. Uses incidental or accessory to the uses listed above, as determined by the Planning Commission in conjunction with a specific entitlement request.

Mixed use is permitted. For example, portions of Planning Unit 1 may be used for residential purposes, and portions for one or more non-residential uses.

B. Planning Unit 2

The following uses are permissible within Planning Unit 2, only if the use conforms to all other regulations and standards of this Specific Plan and all other applicable regulations of the City and other agencies with jurisdiction, subject to the issuance of a development permit in accordance with procedures set forth in Section XII (C) of this Specific Plan.

1. Corporate or single-user office buildings.
2. Multi-tenant office buildings, including medical offices.
3. Government offices

4. Art galleries.
5. Art studios.
6. Dance studios.
7. Multi-family housing at a net density not to exceed twenty (20) dwellings per net acre, limited to housing for senior citizens.
8. Uses incidental or accessory to the uses listed above, as determined by the Planning Commission in conjunction with a specific entitlement request.

Mixed use is not permitted within Planning Unit 2, due to its small size.

C. Planning Unit 3

The following uses are permissible within Planning Unit 3, only if the use conforms to all other regulations and standards of this Specific Plan and all other applicable regulations of the City and other agencies with jurisdiction, subject to the issuance of a development permit in accordance with procedures set forth in Section XII (C) of this Specific Plan.

1. Natural open space.
2. Passive recreation.

V. SITE DEVELOPMENT STANDARDS

All City regulations with respect to grading and development of land in effect at the time of adoption of this Specific Plan, and as they may be modified after its adoption, shall apply as they would absent a Specific Plan, with the following exceptions and/or enhancements.

A. Height of Manufactured Slopes

1. Planning Units 1 and 2

Height of newly-created cut and fill slopes within Planning Units 1 and 2 shall be limited to a maximum of 25 feet in vertical height. Any existing manufactured slope exceeding 25 feet in vertical height on the date of adoption of this Specific Plan may be maintained at its existing height, or may be altered in a manner which does not increase its height.

2. Planning Unit 3

No manufactured slopes in excess of ten (10') feet in vertical height shall be permitted except where necessary to provide access from McCloud Avenue, and then only if approved by the Planning Commission in conjunction with a development permit for a conforming use within this Planning Unit.

B. Oak Trees

The oak trees on site which are within or near Planning Units 1 and 2 have been surveyed by the City's Urban Forester in 1989 and by a consulting firm retaining by the City, the Oak Collaborative, in 1995. There are 310 oak trees within Planning Units 1 and 2, and a portion of Planning Unit 3 adjacent to Planning Units 1 and 2. Oaks located on the easterly (St. Charles Drive) slope of Fireworks Hill within Planning Unit 3 have not been surveyed, since they are well outside the area which could be affected by development undertaken pursuant to this Specific Plan. The oak trees have been numbered. An oak tree location map is attached as Appendix B.

1. Within the Specific Plan Area

All oak trees located within the Specific Plan area shall be protected in accordance with the standards of the Oak Tree Ordinance (Chapter 14 of Title 5 of the Municipal Code). All oak trees to which this ordinance is applicable shall be preserved in place. Grading or

construction which encroaches within the protected zone of any oak tree subject to the ordinance may only be permitted through an appropriate permit application, and then only upon a finding that the encroachment will not materially harm the tree's prospects for survival in place and that such encroachment is reasonably necessary for construction or improvements otherwise permitted by the Specific Plan.

Commemorative oak trees 11, 12 (Freedom trees) and 41 (Bahn tree) shall be retained in their present locations. The City shall continue to maintain these trees in as healthy a condition as possible and in a clear and attractive setting. If the City transfers the portion of the property where these trees are located to another owner and the trees remain at that site as commemorative trees, then the City shall impose deed restrictions on the transfer to assure proper continued maintenance and public access to the trees.

2. Oak Trees Located Off-Site

Development within the Specific Plan area shall not adversely affect oak trees located outside the Specific Plan boundaries, including trees 65, 66, 67, and 82, all of which are located in close proximity to the Specific Plan and which were numbered as part of the oak tree survey.

C. Balanced Grading

Grading shall be balanced within the Specific Plan boundaries. No export of soil from, or import of soil to, the Specific Plan area shall be permitted in conjunction with development, unless approved by the City in conjunction with a specific entitlement request.

D. Protected Ridgeline

Fireworks Hill has been identified by the City as a significant ridgeline. Future development which may be permitted within the Specific Plan shall comply with the policies and standards of the City's Protected ridgeline (PR) Overlay Zone (Municipal Code Section 9-4.3500 et. seq.)

VI. SITE DEVELOPMENT INTENSITY

Subject to compliance with all other regulations of this Specific Plan, the maximum permitted development intensity within the Specific Plan area shall be limited to a combination of land uses which, based on standard trip generation factors used by the City's Department of Public Works, produces no more than 400 afternoon peak hour vehicle trips and also produces no more than 3,500 average daily trips. Based on current standards in use by the City, the following table estimates the maximum amount of floor space or dwelling units which individually could fit within this limit for certain sample developments:

Corporate Offices:	272,000 square feet
General Offices:	260,000 square feet
Medium density residential:	437 dwelling units

For purposes of this section, the City's Public Works Department shall determine the trip generation rate to be used for any proposed development, based on the specific traffic characteristics of the development.

In the event that the Specific Plan area is not master-planned and developed as a single unit and/or, in the event that the land is subdivided, an allocation of maximum permitted traffic generation/development intensity shall be made among the proposed parcels in conjunction with the approval of any subdivision or other development entitlement.

VII. ACCESS AND CIRCULATION

A. General

The site is bordered by Hillcrest Drive, a 6-lane arterial road with landscaped median, along its southwesterly side, by McCloud Avenue a 2-lane collector road on the northwesterly side, and by St. Charles Drive, a 2-lane collector road for a short distance along the northeasterly side.

Access is limited to a single 2-lane driveway from McCloud Avenue, opposite its intersection with Tuolumne Avenue.

B. Street Widening

1. Hillcrest Drive

No additional street widening to Hillcrest Drive shall be required in conjunction with any future development within the Specific Plan area.

2. McCloud Avenue

In conjunction with approval of any entitlement within the Specific Plan Area, the City may require dedication of right-of-way, widening, and/or re-striping of McCloud Avenue adjacent to the Specific Plan area if determined necessary to accommodate traffic flow from the Specific Plan area, provided such widening is limited only to improvements which may be required for additional turn lanes at Hillcrest Drive. Other than such improvements, McCloud Avenue shall be retained as a two-lane road .

3. St. Charles Avenue

No additional right-of-way dedication or street widening to St. Charles Avenue shall be required in conjunction with any future development within the Specific Plan area.

C. Modifications to Existing Street Improvements

The City may require changes or additions to existing traffic signals, street lighting, signage, street trees, landscaping, transit stop, and/or street furniture in conjunction with future development, if determined to be necessary and appropriate at the time a development entitlement is considered by the City.

D. Site Access Requirements/Opportunities

1. Hillcrest Drive

In conjunction with office development only, a single driveway to Hillcrest Drive shall be permitted, provided that it is located at least 600 feet east of McCloud Avenue and is designed to permit right turns in and right turns out of the site only. No median break and no left turn movements shall be permitted. The design and location of the driveway, if requested, shall be subject to City review in conjunction with an entitlement application, and shall comply with sight distance and traffic safety requirements.

2. McCloud Avenue

The specific location and design of access drives shall be reviewed and considered in conjunction with development entitlements requested within the Specific Plan area. The existing access point to McCloud Avenue may be retained or abandoned at the discretion of the property owner.

The City shall permit at least one (1) access drive and, at its discretion, may permit up to a total of three (3) access drives, from McCloud Avenue to serve Planning Unit 1 to McCloud Avenue to serve Planning Unit 1. In determining how many access drives to approve, the City shall consider the nature of the proposed land use(s), their access requirements, sight distance, other traffic safety considerations, effect on residential neighborhoods, and traffic circulation needs.

One (1) access drive shall be permitted to serve Planning Units 2 and 3 together. Vehicular and trail/pedestrian access shall be provided from McCloud Avenue through Planning Unit 2 to serve Planning Unit 3. Vehicular access shall be a minimum of 15 feet in width and may utilize driveways within Planning Unit 2.

Trail/pedestrian access through Planning Unit 2 shall be a minimum of 10 feet in width and shall be separated from internal vehicular and pedestrian circulation within Planning Unit 2 itself.

3. St. Charles Drive

No driveways or vehicular access shall be permitted from St. Charles Drive.

E. Reciprocal Access

In conjunction with any lot line adjustment, subdivision, or the granting of a development permit or any other entitlement within the Specific Plan area, a plan of internal circulation shall be prepared and submitted for City consideration. This plan shall conform to Section VI (D) as to access points to adjacent public streets, and shall provide appropriate internal access to all proposed or planned parcels. Reciprocal access easements in conformance with the plan shall be recorded in conjunction with any subdivision.

F. Shopper's Shuttle

At the time of adoption of the Specific Plan, the City is considering a "Shopper's Shuttle" to link various locations within the core of the City. The Department of Public Works shall place conditions on future entitlements within the Specific Plan area to require participation by the applicant in this system, with the requirements of the conditions to be comparable to those imposed at the time on other projects served by the system.

VIII. SITE IMPROVEMENT STANDARDS

A. General

Future development within the Specific Plan area shall comply with all development policies, regulations, and standards of the City of Thousand Oaks as they exist at the time entitlements are approved, unless specifically provided otherwise in this Specific Plan. Residential development shall be subject to the applicable provisions of the Residential Planned Development (RPD) zone.

B. Existing Buildings and Improvements

Any buildings or improvements, including parking areas and access drives, existing within the Specific Plan area on the date of adoption may, at the discretion of owners of land within the Specific Plan area, be removed in whole or in part or may be re-used in conformance with the provisions of this Specific Plan.

C. Parcelization

The City or any successor in interest may process lot line adjustments within the Specific Plan area in order to align parcel lines with Planning Unit boundaries.

Planning Unit 1 may be subdivided into a maximum of six (6) "base" parcels total. Parcels shall correspond to development projects. Any parcel may further be subdivided only to create individual airspace or surface condominium lots, if approved in conjunction with an entitlement for development.

Planning Unit 2 may not be subdivided, except to create airspace condominium lots.

Planning Unit 3 may not be subdivided, but shall be retained as a single parcel.

D. Setbacks from Public Streets

1. Hillcrest Drive

No structures shall be permitted within 100 feet of the centerline of Hillcrest Drive. A minimum ten (10') foot landscaped setback from the right-of-way line shall be maintained in this area.

2. McCloud Avenue

Structures may not be located within 20 feet of the property line. A landscaped setback shall be maintained in this area.

E. Setbacks from Adjacent Properties

Structures within Planning Units 1 and 2 shall be set back at least twenty (20') feet from adjacent property outside the Specific Plan area.

F. Parking Requirements

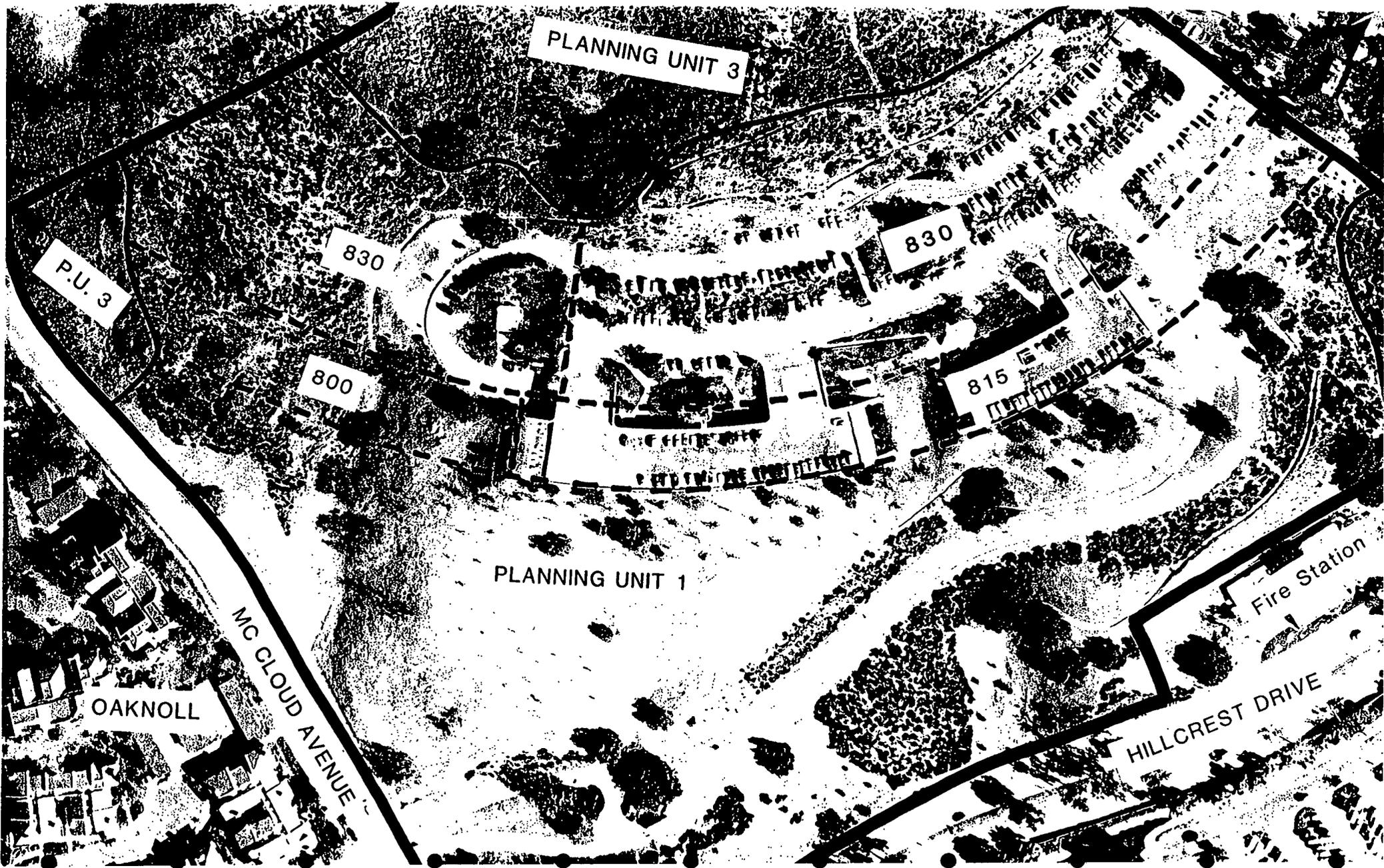
City parking standards in effect at the time development entitlements are approved within the Specific Plan area shall apply. Structured parking is permitted in accordance with City standards contained in Article 24 of Chapter 4 of Title 9 of the Thousand Oaks Municipal Code.

G. Building Height and Bulk**Planning Unit 1**

Please refer to Exhibit 3 for a designation of building height areas within Planning Unit 1. Specific regulations within Planning Unit 1 are as follows:

1. Within the portion of Planning Unit 1 comprising a 100-foot wide arc, extending from the north end of the north building southerly to the southerly property line, the outer edge of the arc aligning with the westerly (outer) face of the existing buildings, no portion of any structure or building improvements shall extend more than thirty-five (35') feet above grade, and no portion of any structure shall extend above an elevation of 815 feet above sea level. [Finished floor of existing buildings is 780 feet above sea level; the top of the parapet around the rooftop parking is about 799 feet above sea level].
2. Within the continuation of the arc described above north over undeveloped land extending from the north edge of the north building to that portion of Planning Unit 3 located on McCloud Drive, no portion of any structure or building improvements shall extend more than thirty-five (35') feet above grade, and no portion of any structure shall extend above an elevation of 800 feet above sea level.

EXHIBIT 3



3. Within that part of the previously graded or improved portions of the site located between the above-described arc and Fireworks Hill, no portion of any structure or building improvements shall extend more than thirty-five (35') feet above finished grade, nor above an elevation of 830 feet above sea level.
4. Within the presently undeveloped portion of Planning Unit 1 northerly of the existing buildings and parking lot and including the circular access drive to the loading/service area of the existing buildings, no portion of any structure or building improvements shall extend more than thirty-five (35') feet above finished grade, nor above an elevation of 830 feet above sea level.
5. Structures elsewhere within Planning Unit 1 shall be limited to a maximum of thirty-five (35)' feet in height above finished grade.
6. Portions of structures within that portion of Planning Unit 1 described in paragraph 1 may be permitted to exceed the maximum building height and elevation limits set forth in paragraph 1 above, only at the discretion of the Planning Commission in reviewing a specific entitlement request, upon finding that the projection is limited in extent compared to the length of building face, does not create an adverse visual impact, that it harmonizes with the form and architecture of adjoining structures, and that it is necessary and desirable to help create a striking architectural statement.
7. All building projects proposed within the Specific Plan area shall be reviewed to avoid silhouetting of structures above the natural skyline comprised of the top and upper slopes of Fireworks Hill, as viewed from mid to long range vantage points.

Planning Unit 2

No structures greater than twenty-five (25') feet in height shall be permitted within Planning Unit 2.

H. Landscaping

1. A landscape plan meeting all City standards shall be prepared and submitted for any development. Landscape plans may provide for portions of the site to remain natural, and shall incorporate the use of native plant materials within required setbacks and other significant landscaped areas.
2. Landscape plans shall provide for extensive landscape screening for any large expanses of wall surface facing outwards and visible from surrounding public streets or residential and commercial structures.

I. Signage

City sign regulations in effect at the time development entitlements are approved within the Specific Plan area shall apply, as set forth in Article 23 of Chapter 4 of Title 9 of the Thousand Oaks Municipal Code, and applicable provisions of the Architectural Design Review Guidelines for Commercial Projects (Resolution 95-62).

J. Architectural

1. General

Except as provided herein, the City's standards and policies relating to architectural treatment of buildings shall apply.

2. Planning Unit 1

If Planning Unit 1 is master planned and developed as a single unit, deviations from the City's adopted standards and policies relating to architectural treatment of buildings may be permitted by the Planning Commission if, in the Commission's judgment, the deviations are necessary to, and actually would accomplish, the provision of a "striking architectural statement." Such a "statement" would comprise the use of building form, materials, colors, arrangement of spaces, and other architectural elements which create a visually unique aspect. Provided, however, that any design proposed pursuant to this sub-section shall be of high quality, internally harmonious, and conform with all other provisions of this Specific Plan.

IX. INFRASTRUCTURE

A. Water Supply

Domestic water supply to the Specific Plan area is provided by California-American Water Company. As of the date of adoption of the Specific Plan, there is adequate water storage to supply domestic and fire flow requirements for development authorized by the Specific Plan.

It shall be the responsibility of the developer to design and construct any required facilities to the standards and requirements of the California-American Water Company and the City of Thousand Oaks (in the case of conflict, the more stringent shall apply). The latest available technologies shall be incorporated in project development to conserve water and reduce demand.

Prior to the issuance of a will-serve letter by California-American Water Company for water service within the boundaries of the Specific Plan, a detailed water master plan shall be completed and submitted to that Company. The master plan shall conform to the Company's standards and shall indicate general sizes and alignments of all existing and proposed water mains, pressure zone boundaries, reservoir storage requirements and sites (if any) and pumping stations, if required.

All entitlements granted within the Specific Plan area shall be conditioned to require the developer to enter into a Real Estate Development Agreement with California-American Water Company, which defines the responsibilities with respect to ownership and maintenance of the various aspects of the private on-site water system. The public water supply shall be protected from potential contamination from the private on-site water system by a double-check-valve assembly at each point of connection to the public supply. The developer shall be responsible for all costs associated with purchase and installation of the double-check-valve assembly.

B. Wastewater System

Wastewater collection and transmission service for the Specific Plan is provided by the City of Thousand Oaks. As of the date of adoption of the Specific Plan, all downstream facilities, including the Hill Canyon Wastewater Treatment Plant have adequate capacity to serve development authorized by the Specific Plan along with other existing and planned development within the service area which is tributary to the same facilities.

In conjunction with any entitlement applications within the Specific Plan area, an engineering study shall be prepared and submitted to the City to identify any additional wastewater collection and transmission facilities which may be necessary to provide wastewater service, for the proposed development at City standards.

It shall be the responsibility of the developer to design and construct any required on-site facilities, and to provide for the on-going maintenance of any on-site facilities.

C. Capital Facility Fee Obligations

All development within the Specific Plan area shall be subject to all applicable City capital facility fees, and all other charges applicable to the development of land, in the same manner as such fees and charges are applicable to other development within the City.

X. ENVIRONMENTAL IMPACT MITIGATION

This section identifies mitigation measures as recommended by the Environmental Impact Report, and includes the mitigation monitoring program for the Specific Plan.

MITIGATION MEASURES/SPECIFIC PLAN CONDITIONS	WHEN MONITORING IS TO OCCUR and FREQUENCY	RESPONSIBLE PARTY/METHOD OF VERIFICATION
<p>TOPOGRAPHY</p> <p>Manufactured slopes limited to 25 feet vertical height; balanced grading required; contour grading and rounding of top sections of manufactured slopes; use of retaining walls if necessary to reduce height of slopes; erosion control measures, including temporary desilting basins.</p>	<p>Review of grading plans for future entitlements; plan check of approved grading plans prior to issuance of grading permits; field inspection during grading.</p>	<p>TODCD(P), TDPW, by plan check and field inspection.</p>
<p>GEOLOGY AND SOILS</p> <p>If blasting is necessary in conjunction with a future entitlement application, a condition should be imposed to require inspection of nearby sensitive structures to determine tolerance to ground motion or other impacts from blasting. Measures necessary to protect such structures shall be identified and implemented.</p>	<p>As entitlement applications are filed and reviewed, and when grading permits are requested.</p>	<p>TDPW. If blasting is necessary, a registered geophysicist shall evaluate the blasting plan and monitor the operation in order to ensure that appropriate techniques are used, and that requirements of public agencies are followed.</p>

MITIGATION MEASURES/SPECIFIC PLAN CONDITIONS	WHEN MONITORING IS TO OCCUR and FREQUENCY	RESPONSIBLE PARTY/METHOD OF VERIFICATION
<p>FAULTING AND SEISMICITY</p> <p>All new or existing structures shall be constructed or remodeled in compliance with the latest seismic design requirements of the Uniform Building Code (UBC). Other mitigation measures may be identified by a project-specific engineering geology and geotechnical investigation completed prior to beginning site grading and foundation construction</p>	<p>As entitlement applications and grading plans are submitted for development projects within the Specific Plan area.</p>	<p>TODPW, TODCD(B), entitlement application review, grading and building plan check.</p>
<p>HYDROLOGY AND WATER QUALITY</p> <p>Temporary debris basins are required to be constructed on site during grading activities in order to help control erosion eliminate sedimentation.</p> <p>In addition to temporary facilities, it is recommended that permanent detention and bio-filtration basins be constructed on site in order to reduce the amount of sediment carried downstream and maintain the quality of downstream waters.</p> <p>New developments that do not provide permanent on-site retention facilities and cause a significant increase surface water runoff are required to financially contribute to the construction of a master retention basin.</p>	<p>As entitlement applications are submitted, and at the time of review of grading plans, prior to issuance of grading permits.</p>	<p>TODCD(P), TODPW, entitlement application review and plan check.</p>

MITIGATION MEASURES/SPECIFIC PLAN CONDITIONS	WHEN MONITORING IS TO OCCUR and FREQUENCY	RESPONSIBLE PARTY/METHOD OF VERIFICATION
<p>VEGETATION AND WILDLIFE</p> <p>Landscape treatment with native plant materials.</p> <p>Shield all sources of illumination to avoid the spillover of light into adjacent natural open space.</p> <p>Brush clearance required for fire protection purposes should selectively retain native shrubs on a 20 ft. "point-center" basis wherever it is feasible to do so.</p>	<p>In conjunction with review of entitlement applications, and review of landscape and improvement plans submitted for approved entitlements.</p>	<p>TODCD(P), entitlement application review and plan check.</p>
<p>OAK AND LANDMARK TREES</p> <p>Compliance with the requirements set forth in the Oak Tree Ordinance which regulate all work in and around the "protected zone" of oak trees.</p> <p>Preservation of trees on-site.</p> <p>Development within the Specific Plan area shall not adversely affect oak trees located outside the Specific Plan boundaries.</p>	<p>As entitlement applications are reviewed, when grading and improvement plans are submitted for approved entitlements, field inspection during grading and construction.</p>	<p>TODCD(P), TODPW, entitlement application review, plan check, and field inspection.</p>
<p>TRANSPORTATION AND CIRCULATION</p> <p>Contribution of proportional share to funding of improvements identified by deficiency plan for intersection of Moorpark Road and Hillcrest Drive.</p>	<p>Identification of the proportional share at the time of conditioning of future entitlements, payment of fee prior to issuance of building permits.</p>	<p>TODPW, entitlement review and building permit signoff procedures.</p>

MITIGATION MEASURES/SPECIFIC PLAN CONDITIONS	WHEN MONITORING IS TO OCCUR and FREQUENCY	RESPONSIBLE PARTY/METHOD OF VERIFICATION
<p>NOISE</p> <p>Project-specific noise study and compliance with Noise Element standards, for any proposed residential structures which could be exposed to noise levels in excess of 65 dBA along Hillcrest Drive.</p> <p>The City exercises control over construction activities and accompanying noise by permitting such activities to occur only between the hours of 7:00 a.m. to 7:00 p.m., Monday through Saturday.</p> <p>Construction equipment and trucks shall be properly muffled.</p>	<p>At time of environmental review of future entitlement applications (determination if future noise study is needed); periodically during construction (construction noise sources).</p>	<p>TODCD(P) by entitlement application review (need for noise study); TODPW, TODCD(B) by field inspection (construction noise sources).</p>

MITIGATION MEASURES/SPECIFIC PLAN CONDITIONS	WHEN MONITORING IS TO OCCUR and FREQUENCY	RESPONSIBLE PARTY/METHOD OF VERIFICATION
<p>AIR QUALITY</p> <p>Implement a regular watering program to reduce fugitive dust; cease clearing and grading operations during periods of high winds.</p> <p>Use of face masks during dry periods to reduce inhalation of dust which may contain the fungus which causes San Joaquin Valley Fever.</p> <p>All material transported off-site shall be sufficiently watered or securely covered to prevent excessive amounts of dust.</p> <p>Landscape or apply chemical stabilizers to completed cut and fill areas.</p> <p>Limit on-site vehicular traffic to no more than 15 mph during construction.</p> <p>Periodically sweep public streets in the vicinity of the site to remove silt which may have accumulated from construction activities.</p> <p>Maintain equipment engines in good condition and in proper tune.</p> <p>Waters and space heaters used in all project development shall be low emission designs.</p> <p>All new structures shall incorporate features to maximize thermal integrity.</p>		<p>TODPW, TODCD(B) by plan check and inspection.</p>

MITIGATION MEASURES/SPECIFIC PLAN CONDITIONS	WHEN MONITORING IS TO OCCUR and FREQUENCY	RESPONSIBLE PARTY/METHOD OF VERIFICATION
<p>AIR QUALITY (cont.) Contribution to off-site TDM fund.</p>	<p>Review entitlement applications to determine proportionate contribution; payment of fees prior to occupancy.</p>	<p>TODCD(P), application review and occupancy permit signoff. Receipt for payment.</p>
<p>VIEWSHED/SCENIC RESOURCES Contour grading and rounding of the top of all manufactured slopes. Landscape treatment of all exposed manufactured slopes and graded pads. Plants utilized for this purpose should consist of predominantly native, drought tolerant species. Fully screen or enclose any visible roof components such as air conditioning units, vents and access stairwells. Parking lot lights, building security lighting and other forms of site lighting should be designed to incorporate downward illumination patterns and shielding where applicable, particularly in areas adjoining natural open space.</p>	<p>Review of entitlement applications and improvement plans.</p>	<p>TODCD(P), plan check and field inspection.</p>
<p>WATER SUPPLY Provide booster station if necessary to serve higher elevations. Existing and future water systems to meet standards of Cal-American or City, whichever is higher. Future development projects to meet all water conservation standards.</p>	<p>Review of entitlement applications and improvement plans.</p>	<p>TODPW, California American Water Company. Plan check and field inspection to verify compliance.</p>

MITIGATION MEASURES/SPECIFIC PLAN CONDITIONS	WHEN MONITORING IS TO OCCUR and FREQUENCY	RESPONSIBLE PARTY/METHOD OF VERIFICATION
<p>SCHOOL IMPACT</p> <p>Payment of fee (current rates are \$0.26 per square foot non-residential, \$1.56 per square foot residential).</p>	<p>Prior to issuance of building permits.</p>	<p>TODCD(P), CVUSD, building permit issuance procedure includes written verification that fee has been paid.</p>
<p>ENERGY CONSUMPTION</p> <p>Compliance with applicable energy conservation requirements (Title 24 California Administrative Code and Building Code).</p>	<p>Building permit plan check prior to issuance of building permit.</p>	<p>TODCD(B), plan check review.</p>

MITIGATION MEASURES/SPECIFIC PLAN CONDITIONS	WHEN MONITORING IS TO OCCUR and FREQUENCY	RESPONSIBLE PARTY/METHOD OF VERIFICATION
<p>SOLID WASTE</p> <p>Future entitlements shall comply with the following, if applicable:</p> <ul style="list-style-type: none"> ● Participation in the City's recycling program. ● Future construction projects within the Specific Plan area should attempt to use post consumer building materials (recycled products) wherever possible. ● Improve the collection of recyclables through the design and allocation of sufficient space for recycling bins. ● Recycle demolition materials, including asphalt and concrete removed during construction. ● For commercial uses only, following construction, the applicant shall conduct annual surveys of onsite waste generation and diversion through 2010, using City-approved survey methods. If these surveys do not indicate at least a 25 percent diversion rate after through 2000 and a 50 percent diversion rate after 2000, the applicant shall implement additional waste diversion measures, as directed by the City, to reach these diversion targets. 	<p>Entitlement application review and improvement plan check for approved entitlements.</p>	<p>TODCD(P), TODPW, plan check procedures. Applicant submittal of annual surveys if required.</p>

MITIGATION MEASURES/SPECIFIC PLAN CONDITIONS	WHEN MONITORING IS TO OCCUR and FREQUENCY	RESPONSIBLE PARTY/METHOD OF VERIFICATION
<p>POLICE SERVICES</p> <ul style="list-style-type: none"> • Payment of Police Facilities Development Fee per Section 8-2.03, Thousand Oaks Municipal Code. • Police Department review of building plans prior to issuance of building permits • Any specific occupancy that generates or poses law enforcement problems will be subject to additional police requirements as deemed necessary. 	<p>At building permit plan check and permit issuance.</p>	<p>TODCD(B), TOPD, plan check review and building permit issuance procedures.</p>

- Key:
- TODCD(P) = City of Thousand Oaks Department of Community Development, Planning Division
 - TODCD(B) = City of Thousand Oaks Department of Community Development, Building Division
 - TODPW = City of Thousand Oaks Department of Public Works
 - TOPD = City of Thousand Oaks Police Department
 - CVUSD = Conejo Valley Unified School District

XI. RELATIONSHIP TO THE GENERAL PLAN

The Specific Plan is consistent with and serves to implement the Thousand Oaks General Plan.

Land uses authorized by the Specific Plan are consistent with designations of the Land Use Element of the General Plan, as amended by General Plan Amendment LU 95-215, which was approved by the City Council at the same time as the Specific Plan.

The circulation system of the Specific Plan is consistent with the Circulation Element of the General Plan. Hillcrest Drive adjacent to the Specific Plan is depicted as a 6-lane road on the Circulation Element, and is already developed to that width. McCloud Drive and on-site circulation are not within the scope of the Circulation Element.

The Specific Plan is consistent with applicable policies of other Elements of the General Plan.

XII. IMPLEMENTATION

A. Relationship to the Zoning Ordinance

The Specific Plan augments the development regulations and standards of the zoning ordinance of the City (Chapter 4 of Title 9 of the Municipal Code). Where the zoning ordinance contains standards or requirements relating to a particular subject matter, and the Specific Plan contains standards or requirements relating to the same subject matter, the Specific Plan shall control.

Where the Specific Plan is silent on a particular subject, the zoning ordinance shall control. Unless specifically provided otherwise in this Specific Plan, all requirements of the zoning ordinance shall apply within the Specific Plan area in the same manner as they would apply absent this Specific Plan.

B. Relationship to Other Laws and Regulations

Unless provided otherwise herein, development within the Specific Plan shall comply with all other City regulations and standards, including the Building Code, in the same manner as it would comply absent this Specific Plan. All applicable state and federal laws shall prevail over the Specific Plan in the event of a conflict.

C. Entitlement Process

All development within the Specific Plan shall require the filing of the appropriate entitlement application with the City and payment of processing fees in effect at that time the application is filed. Entitlement applications shall be processed in accordance with the regulations of Article 28 of Chapter 4 of Title 9 of the Thousand Oaks Municipal Code. Provided, however, that within this Specific Plan area, the Director of Planning and Community Development shall not have the authority to approve development permits and planned development permits conforming in all respects with the zoning ordinance and precise plan of design regulations, which would otherwise be granted pursuant to Section 9-4.2804(a)(1) of the Code. Said applications shall instead require a Planning Commission public hearing and decision, subject to appeal to the City Council.

Entitlements shall be conditioned by the Planning Commission in conformance with applicable City and other agency policies and requirements, and in conformance with the provisions of this Specific Plan.

D. Prohibition on Transfer of Development Allocation

No "transfer" of development allocation among Planning Units is permissible. Uses and development intensity allocated to Planning Unit 1 may only occur within the boundaries of that Planning Unit. If any part of Planning Unit 1 which is otherwise developable pursuant to this

Specific Plan is not developed, none of the development which would otherwise be permissible may be re-allocated to Planning Unit 2. Changes to Planning Unit allocations may only be considered through the Specific Plan amendment process.

E. Interpretation, Including Location of Planning Unit Boundaries

In the event of any ambiguity regarding any provision of this Specific Plan, including the location of a Planning Unit boundary, it shall be the duty of the Director of Planning and Community Development to determine the proper interpretation. The location of Planning Unit boundaries is depicted on Exhibit 2. In making this determination, the Director shall consider the intent of the Specific Plan, customary interpretations made by the City in the past, detailed topographic information, the provisions of the Specific Plan relating to grading and oak trees, and other material information. Any such interpretation shall be reduced to writing, with an appropriate exhibit, and maintained with the file copy of the Specific Plan document. At the Director's discretion, any proposed interpretation may be referred to the City Council for determination.

F. Specific Plan Amendments

Specific Plan amendments shall be processed in the manner prescribed by the California Government Code and the Thousand Oaks Municipal Code, which require a public hearing and recommendation by the Planning Commission, and a public hearing and decision by the City Council.

APPENDIX A

**Final Report
401 Hillcrest Disposition Plan Citizens Committee**

401 HILLCREST DISPOSITION PLAN
CITIZENS COMMITTEE

FINAL REPORT

JANUARY 1994

COMMITTEE REPORT

A. VISION STATEMENT

In order to guide future development concepts for the 401 Hillcrest site, the 401 Hillcrest Committee recommends that the City Council endorse the following statement, which, while consistent with the disposition mission, provides a context in which that disposition should take place

WE BELIEVE THAT THE REDEVELOPMENT OF THE 401 HILLCREST CIVIC CENTER PROPERTY MERITS EXCEPTIONAL CONSIDERATION DUE TO ITS UNIQUE TOPOGRAPHICAL AND VISUAL FEATURES.

This property is prominent both geographically and visually with the potential to become a signature image for the city. The view from the site encompasses a significant portion of the Conejo Valley. The current hillside contour and topography should be respected, and the current and future views of the ridgeline from the freeway should not be compromised. Open space is an important consideration and should be recognized. Plans should consider the potential synergy created by including development of adjacent parcels in the total scheme.

THE COMMITTEE BELIEVES THE FUTURE DEVELOPMENT OF THE PROPERTY MUST INCORPORATE THE ABOVE FEATURES WHEN CONSIDERING THE OPTIMUM ECONOMIC RETURN AND CULTURAL BENEFITS TO THE COMMUNITY.

B. MAXIMUM RETURN SCENARIO

To achieve the objectives established by the City Council in the "Council Expectations", development of a MAXIMUM RETURN SCENARIO may be necessary. In this context, the site would be developed with a plan which would realize a maximum potential for use, with resulting maximum opportunity for return on investment to the City.

A variety of uses for the site have been suggested through the Committee process. These uses, or combinations of these uses as put together in a development plan, would achieve the MAXIMUM RETURN SCENARIO. A listing of uses in order of their suitability is as follows:

1. (tie) Corporate Use
University or School
2. (tie) Corporate Campus
Restaurant
3. (tie) Government
Condominiums
4. Art Center **
Apartments
Wedding Center
5. (tie) Sports Complex
Hotel and Conference Center
Museum
Cinema/Theater complex
6. (tie) World Class Sports (single use)
Southwest Museum

** self-supporting studio/sales/teaching/gallery

In order to maximize return, the Committee recommends flexibility in design and development standards. A ranking of flexible design and development standards applicable to the MAXIMUM RETURN SCENARIO is as follows:

1. Do not have to retain existing buildings
2. Can and should provide more than one access to the site or various portions of the site, including Hillcrest Drive
3. (tie) Can provide for mixed use development

Maximum Return Scenario (continued)

4. (tie) Can use parking structures
Can reparcelize the land at the site
Allow building height in excess of 35'
Can have removal of and encroachment of oak trees in excess of City standards
5. Should provide for a striking architectural statement
6. Can encroach into the 25% slope
7. Can incorporate "Fireworks Hill" with 401 site
8. Can use current buildings as parking structure

C. MODERATE RETURN SCENARIO

While the MAXIMUM RETURN SCENARIO may give the City the most direct way of realizing its objectives for the disposition of the 401 site, a MODERATE RETURN SCENARIO may provide the City with uses or mixes of uses that may have more community benefit, or opportunity for the City to realize its disposition objectives in an indirect way.

MODERATE RETURN SCENARIO is defined to mean: Moderate economic return with greater emphasis on or consideration of community benefit, which could result in future indirect economic benefits.

With this definition in mind, review of the same uses suggested for the MAXIMUM RETURN SCENARIO are ranked differently to be appropriate for the concept of MODERATE RETURN from the disposition of the property. These uses, or combinations of these uses as put together in a development plan, would achieve the MODERATE RETURN SCENARIO. The ranking of uses based on their suitability to the MODERATE RETURN SCENARIO is as follows:

1. (tie) University or School
Art Center **
Museum
Southwest Museum
2. Government
Corporate Use
Corporate Campus
3. (tie) Restaurant
Condominiums
4. Sports Complex
5. Hotel and Conference Center
6. Wedding Center
7. (tie) Apartments
World Class Sports (single use)
8. Cinema/Theater complex

** self-supporting studio/sales/teaching/gallery

Moderate Return Scenario (continued)

Mixed use development also fits into the MODERATE RETURN SCENARIO, and may provide opportunity to offset low-revenue producing uses through a thoughtful mix. Combinations of uses ranked 1 through 5 are appropriate in this context, with the exception of the Southwest Museum, which should stand alone on the site.

Flexibility in development standards and requirements is also important in the assemblage of the MODERATE RETURN SCENARIO, in order to improve the overall quality of the site design. There may be reason to allow various development standards such as greater height or parcelization to allow the development of those uses that provide benefit to the community but moderate economic return and to make those developments work better on the site. The following flexibility recommendations are appropriate to apply to development under the MODERATE RETURN SCENARIO:

1. Do not have to retain existing buildings
2. Can and should provide more than one access to the site or various portions of the site, including Hillcrest Drive
3. (tie) Can provide for mixed use development.
Can use parking structures
4. (tie) Can reparcelize the land at the site
Allow building height in excess of 35'
5. Should provide for a striking Architectural statement
6. Can encroach into the 25% slope

D. INTERIM USES

Interim uses fall into two types: Those that are more marketable, but may require longer term commitment to the property by the owner, and those that are less intensive, but may not provide the owner with reasonable interim return, and which may be hard to displace when the property was disposed of. With this in mind, the City should only entertain interim use of the property which is consistent with the following characteristics:

1. The uses would utilize the existing facilities.
2. There would be minimal encroachment and capital improvements on the rest of the site.
3. Interim user should be a net income producing user or combination of users.
4. A 5-10 year term desirable.
5. The City should build in unilateral termination in leases to protect for near term economic recovery.
6. The City should anticipate a reasonable residual use of core/shell after tenant.
7. Some uses originally listed for maximum or moderate return may also serve as interim uses.

RELATIONSHIP OF "FIREWORKS HILL" TO 401 PROPERTY

The parcel known as "Fireworks Hill" is almost 27 acres, sits to the north of the 401 site, and includes the hilltop. It has access points on McCloud Street and St. Charles Drive. The City Council is currently reviewing the possibility of acquiring the site.

The hilltop is significant in the context of the community, as significant as the ridgelines which ring the City. Because of this, this site and the 401 site are linked. The City should take steps to protect the site, and, by combining the site with the 401 site, could create various advantages to the disposition process. The following statement summarizes the recommendations

Interim Uses/Fireworks Hill (continued)

concerning "Fireworks Hill":

"Encourage the City Council to pursue purchase of the Fireworks Hill site—to preserve the top of it as open space for passive recreational use for the community—do this by exploring density transfer options to enhance the value of the 401 site, and exploring the McCloud frontage for RESIDENTIAL development."

E. SUPPLEMENTAL RECOMMENDATIONS

1. The planning for the 401 site should go forward through the development of a Specific Plan for the property which incorporates the above recommendations as to use and flexibility of development standards and requirements. The City should conduct this process as required by law, resulting in the public hearings and permits to prepare it for development.
2. The Specific Plan should allow for the flexibility necessary for development to achieve either Scenario recommended.
3. Regardless of whether the City acquires the "Fireworks Hill", its coordination with the 401 site should be included in the Specific Plan.
4. When offered for development, the City should offer the additional flexibility of a Development Agreement, to ensure disposition objectives can be formalized.
5. While the property should be planned and permitted, it is not recommended that it be disposed of immediately, or in the near term, while the current economic conditions relating to land and development are in force. The City should take steps to meet its revenue objectives through interim financing mechanisms, until the development climate becomes sufficiently strong to allow for the likelihood of more remunerative disposition terms to the City through the development of the plan.
6. In this interim time period, the City should work to provide an interim use, or uses, of the property under the terms recommended.

APPENDIX B

Oak Tree Location Map and Inventory

The chart below tabulates the oak trees located within Planning Units 1 and 2. The location of these trees is shown on the attached oak tree location map. Groves A and B are the nursery stock in front of the Civic Center windows; Groves C and D are between the access drive and Hillcrest Drive. [Note: Grove D does not contain any oak trees large enough to be subject to the Oak Tree Ordinance]. Grove E is at the corner of McCloud and Hillcrest; Grove F is along McCloud approaching the access drive; Grove G is inside the loop of the driveway from the parking lot to the service entrance at the north end of the north building.

Oak Tree Summary
Planning Units 1 and 2

Tree Group	Save in Place	Transplant if Feasible; save in place if not	Transplant if feasible; remove if not	Total
Native Oak Trees	99	0	0	99
Numbered Nursery Stock	13	0	0	13
Groves A & B Nursery Stock	56	0	0	56
Grove C Nursery Stock	2	0	0	2
Grove D Nursery Stock	0	0	0	0
Grove E Nursery Stock	5	0	0	5
Grove F Nursery Stock	9	0	0	9
Grove G Nursery Stock	41	0	0	41
Total	225	0	0	225

City of Thousand Oaks OAK TREE SURVEY

PAGE 2

ABBREVIATIONS

BB - broken branches	MD - mechanical damage
BC - branch cavity	MI - mistletoe
DW - deadwood	PESTS - as noted
ER - exposed roots	PS - pit scale
EU - exudation	ROT - as noted
EX - exfoliation	PO - poison oak
FD - fire damage	TC - trunk cavity
FT - fill against trunk	TG - twig girdler
LB - low branching as noted	WT - water trap

MAP #	VARIETY	TRUNK DIA	LB	N	E	S	W	HT	APR	HEL	REMARKS
21	Quercus lobata	15	S	10	15	30	15	25	B	C	PS
22	Quercus lobata	2, 2, 2, 2									PS
23	Quercus agrifolia	6, 9		15	10	8	12	15	C	C	EX; PO; TG
24	Quercus agrifolia	25, 15		20	10	25	15	25	D	D	BC; DW; EB; PO; TG; WT; FUNGUS
25	Quercus agrifolia	10, 15	360°	10	20	25	6	25	C	D	BC; EX; FD; PO; TC; TG
26	Quercus agrifolia	21	360°	20	15	20	16	20	C	C	EB; TG
26.1	Quercus agrifolia	15									DEAD STUMP - RESPROUTING
27	Quercus agrifolia	10	360°	12	10	12	15	15	C	D	BC; EX; TC; TG
28	Quercus lobata	8	360°	12	8	8	4	13	B	C	PS
29	Quercus agrifolia	16, 14		20	20	14	15	20	B	C	TG; WT
30	Quercus agrifolia	8, 9, 10	360°	16	8	7	10	17	B	C	DW; TG; WT; RAT NEST
31	Quercus agrifolia	24		22	30	20	15	32	B	C	TG
32	Quercus agrifolia	28		18	10	25	30	30	B	C	BC; DW; TG
33	Quercus agrifolia	24		16	33	20	18	25	A	B	DW; TC; TG
34	Quercus agrifolia	6, 6, 6, 8	360°	11	12	12	12	25	B	C	ER; TG
35	Quercus lobata	19	E-N	25	30	20	12	40	B	C	PS
36	Quercus lobata	18	E	20	20	20	15	30	B	C	PS
37	Quercus lobata	11, 12		10	20	20	15	30	B	C	PS
38	Quercus lobata	20	NW	20	20	22	20	37	B	C	PS
39	Quercus agrifolia	26		18	15	20	15	32	A	C	BC; EB; DW; TG
40	Quercus agrifolia	24, 36		28	30	40	30	42	B	C	BC; DW; TC; TG; WT
41	Quercus agrifolia	28	SW	10	20	25	8	15	D	D	TG; "IRENE BAHN"
41.1	Quercus agrifolia	3, 2	360°	5	5	5	5	10	A	B	TG; SEEDLINGS

City of Thousand Oaks

OAK TREE SURVEY

PAGE 3

ABBREVIATIONS

BB - broken branches	MD - mechanical damage
BC - branch cavity	MI - mistletoe
DW - deadwood	PESTS - as noted
ER - exposed roots	PS - pit scale
EU - exudation	ROT - as noted
EX - exfoliation	PO - poison oak
FD - fire damage	TC - trunk cavity
FT - fill against trunk	TG - twig girdler
LB - low branching as noted	WT - water trap

MAP #	VARIETY	TRUNK DIA	LB	N	E	S	W	HT	APR	HEL	REMARKS
41.2	Quercus agrifolia	2.5		3	3	3	3	8	A	B	TG
42	Quercus agrifolia	40		30	32	40	28	45	A	C	BC; ER; PO; TC; TG
43	Quercus lobata	24	90°	8	16	20	6	30	B	C	BB; BC; DW; EX; FT; PS; TC; WT
44	Quercus lobata	24	270°	12	33	18	18	26	B	C	BB; BC DW; PS; TC; WT; LEAF GALLS
45	Quercus lobata	31		28	30	30	32	43	B	C	DW; PS
46	Quercus lobata	26		30	30	30	20	35	B	C	PS
47	Quercus lobata	17.5		16	20	20	20	25	C	C	DW; PS
48	Quercus lobata	9.5		8	12	18	6	20	C	C	PS
49	Quercus lobata	16		12	10	18	9	20	C	C	PS
50	Quercus lobata	16	E	15	38	18	5	13	C	C	PS
51	Quercus lobata	24		28	34	34	25	32	B	C	PS
52	Quercus lobata	28	360°	20	35	32	25	40	B	C	DW; PS; THIN
53	Quercus agrifolia	16.5	360°	18	6	6	16	25	B	C	EX; TG
54	Quercus agrifolia	13.5, 16.5	360°	20	23	25	15	30	A	B	TG
55	Quercus agrifolia	12, 12, 12, 9	360°	19	20	22	18	25	B+	C	TC; TG; WT
56	Quercus agrifolia	15		5	10	5	2	11	D	D	TGHOLLOW / SPLIT TRUNK
57	Quercus lobata	19	360°	26	30	29	36	20	B	B-	BB; PS
57.1	Quercus agrifolia	8, 6	360°	10	10	10	10	14	A	A	TG
58	Quercus agrifolia	14, 12, 9	270°	24	23	34	8	25	B	C	TG; ROT
59	Quercus agrifolia	27, 21	270°	30	30	35	37	30	B+	C	BB; ROT; TC; TG
60	Quercus agrifolia	12.5, 12, 7, 7	180°	14	24	14	14	18	B	C	TG; WT
61	Quercus agrifolia	21, 3	270°	20	34	28	22	30	B	C	EX; TG
62	Quercus agrifolia	20,13, 13	180°	15	14	20	8	20	C	C	BB; ER; TG

City of Thousand Oaks

OAK TREE SURVEY

PAGE 4

ABBREVIATIONS

BB - broken branches	MD - mechanical damage
BC - branch cavity	MI - mistletoe
DW - deadwood	PESTS - as noted
ER - exposed roots	PS - pit scale
EU - exudation	ROT - as noted
EX - exfoliation	PO - poison oak
FD - fire damage	TC - trunk cavity
FT - fill against trunk	TG - twig girdler
LB - low branching as noted	WT - water trap

MAP #	VARIETY	TRUNK DIA	LB	N	E	S	W	HT	APR	HEL	REMARKS
63	Quercus agrifolia	21	NE	23	22	17	10	24	C	C-	BB; TG
64	Quercus agrifolia	21, 11	360°	10	22	24	20	22	B	C-	BB; EX; TG
68	Quercus agrifolia	17, 14	360°	18	23	23	24	20	B	B	TG
69	Quercus agrifolia	25, 13.5		10	13	15	22	17	C	C	ER; TG; WT
70	Quercus agrifolia	8		10	13	16	5	30	B	B	TG
71	Quercus agrifolia	9, 4		5	14	13	8	30	B	B	TG
72	Quercus agrifolia	10		0	14	18	10	35	B	B	TG; 3 SEEDLINGS
73	Quercus lobata	12.5		10	10	21	12	23	C	C	PS
74	Quercus lobata	18		26	18	26	21	25	C	C	EX; PS; MULTIPLE SEEDLINGS
74.1	Quercus agrifolia	3		12	0	4	5	16	B	B	TG
74.2	Quercus agrifolia	3		5	0	5	13	10	B	B	TG
75	Quercus agrifolia	20.5, 17, 11, 4		25	24	30	24	30	B	C	BB; EX; TG; WT; MULTIPLE SEEDLINGS
75.1	Quercus agrifolia	8		17	10	2	5	25	B	B	TG
77	Quercus agrifolia	20.5	270°	20	28	24	28	30	C	C	EX; TG; 8", 6", 4", 2" Quercus agrifolia beneath
78	Quercus agrifolia	19, 19	360°	30	35	22	20	25	A	C	BB; PO; TG; WT
78.1	Quercus agrifolia	7, 6, 11, 5	360°	10	8	11	10	20	A	B	TG
78.2	Quercus agrifolia	4, 8, 8, 12	360°	15	15	15	15	22	A	B	TG
79	Quercus agrifolia	25		22	18	20	26	20	C-	D	BB; TC; TG; GALLS
80	Quercus agrifolia	20, 17		31	25	27	24	35	A	C	BB; TG; WT
81	Quercus agrifolia	29		25	29	34	27	30	B	C	TG; THINNING CROWN
83	Quercus agrifolia	9, 9, 9		24	22	24	14	25	C	C	FT; TG; WT
83.1	Quercus agrifolia	6		10	10	10	10	16	B	B	TG
84	Quercus agrifolia	30		14	8	10	19	16	D	D	ROT; WT; HOLLOW TRUNK

City of Thousand Oaks

OAK TREE SURVEY

PAGE 6

ABBREVIATIONS

BB - broken branches	MD - mechanical damage
BC - branch cavity	MI - mistletoe
DW - deadwood	PESTS - as noted
ER - exposed roots	PS - pit scale
EU - exudation	ROT - as noted
EX - exfoliation	PO - poison oak
FD - fire damage	TC - trunk cavity
FT - fill against trunk	TG - twig girdler
LB - low branching as noted	WT - water trap

MAP #	VARIETY	TRUNK DIA	LB	N	E	S	W	HT	APR	HEL	REMARKS
A08	Quercus lobata	3									PS
A09	Quercus lobata	4									PS
A10	Quercus lobata	2									PS
A11	Quercus lobata	3, 2									PS
A12	Quercus agrifolia	10, 8, 6, 6	360°	12	12	12	12	16	A	B	TG
A13	Quercus lobata	3, 2									PS
A14	Quercus agrifolia	10, 8, 6, 5, 4	360°	15	15	15	15	25	A	B	TG
A15	Quercus lobata										PS
A16	Quercus agrifolia	6, 3, 3	360°	5	5	5	5	14	A	B	TG
A17	Quercus lobata	3, 2									PS
A18	Quercus lobata	4, 3, 2									PS
A19	Quercus agrifolia	12, 10	360°	12	12	12	12	28	A	A	TG
A20	Quercus lobata	4, 3									PS
A21	Quercus lobata	15	S	10	15	30	15	25	B	C	PS
A22	Quercus lobata	5, 5	N	12	12	8	6	15	B	C	PS
A23	Quercus lobata	4	360°	10	8	12	4	15	B	C	PS
A24	Quercus lobata	5	S & N	10	12	10	4	18	B	C	PS
A25	Quercus lobata	7	N	12	14	14	10	20	B	C	PS
A26	Quercus lobata	2.5, 2.5	360°	6	6	6	4	12	B	C	PS
A27	Quercus agrifolia	3, 2, 2	360°	6	8	8	8	14	A	B	TG
A28	Quercus lobata	4		8	8	6	6	15	C	C	DW; TG; GALLS
A29	Quercus lobata	3, 4	360°	12	12	8	6	15	C+	C	PS
A30	Quercus agrifolia	2, 2, 3, 3, 3	360°	6	6	6	6	10	A	B	PS

City of Thousand Oaks

OAK TREE SURVEY

PAGE 7

ABBREVIATIONS

BB - broken branches	MD - mechanical damage
BC - branch cavity	MI - mistletoe
DW - deadwood	PESTS - as noted
ER - exposed roots	PS - pit scale
EU - exudation	ROT - as noted
EX - exfoliation	PO - poison oak
FD - fire damage	TC - trunk cavity
FT - fill against trunk	TG - twig girdler
LB - low branching as noted	WT - water trap

MAP #	VARIETY	TRUNK DIA	LB	N	E	S	W	HT	APR	HEL	REMARKS
A31	Quercus agrifolia	5, 4, 3	360°	6	12	12	12	14	A	C	EX; TC; TG; WT
A32	Quercus lobata	3, 2	360°	8	10	12	6	14	C	C	PS
A33	Quercus lobata	4		6	12	10	3	18	C	C	PS; GALLS
A34	Quercus lobata	5		8	6	3	4	15	C	C	PS
A35	Quercus lobata	2, 2		10	10	8	10	12	C	C	PS
A36	Quercus lobata	3	270°	8	12	10	4	16	C	C	PS
A37	Quercus lobata	2	180°	4	5	8	2	10	C	C	PS
A38	Quercus lobata	2, 2	90°	8	10	8	2	14	C	C	PS
A39	Quercus lobata	8	90°	12	15	12	10	24	C	C	PS
A40	Quercus lobata	3, 3	90°	2	8	10	2	14	C	C	PS
A41	Quercus lobata	6	270°	8	10	12	4	20	C	C	PS
A43	Quercus lobata	6	180°	12	12	12	8	24	C	C	PS; GALLS
A44	Quercus lobata	2	180°	6	6	4	2	12	C	C	PS
A45	Quercus lobata	2.5, 1	90°	10	8	8	6	14	C	C	PS
A46	Quercus agrifolia	6, 3, 3	360°	6	7	10	8	22	A	C	TG
A47	Quercus agrifolia	3	360°	6	8	2	0	10	A	C	TG
A48	Quercus lobata	2		3	2	3	2	10	A	C	PS
A49	Quercus lobata	2, 2, 2		6	10	8	6	12	C	C	PS
A50	Quercus lobata	3, 3		10	12	10	8	18	C	C	PS
A51	Quercus lobata	8		14	12	12	10	20	C	C	PS
A52	Quercus lobata	8, 5		12	14	12	6	24	C	C	PS
B1	Quercus lobata	2.5	360°	10	12	6	3	12	C	C	PS
B2	Quercus lobata	4	360°	10	10	4	8	16	C	C	PS

City of Thousand Oaks

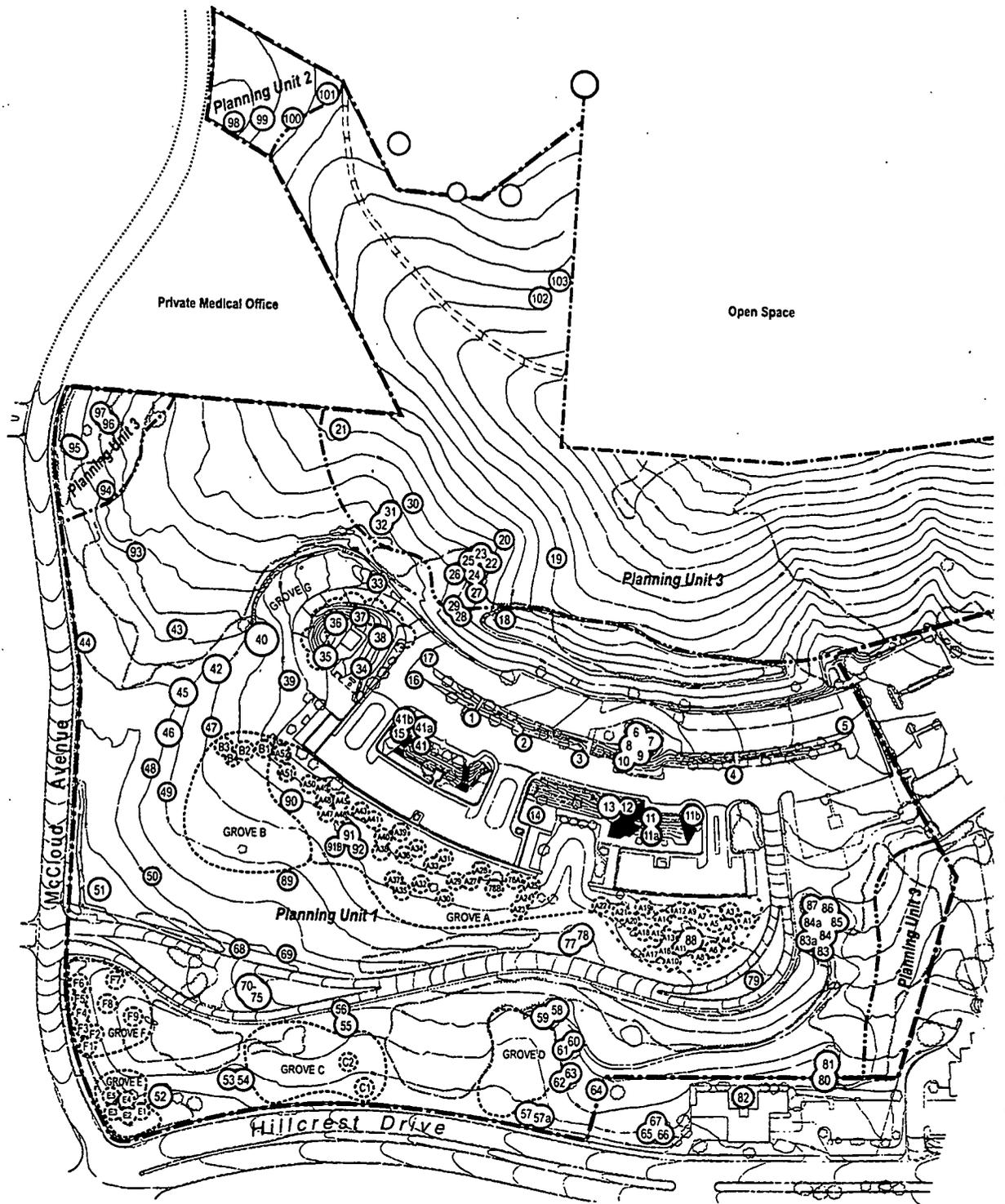
OAK TREE SURVEY

PAGE 8

ABBREVIATIONS

BB - broken branches	MD - mechanical damage
BC - branch cavity	MI - mistletoe
DW - deadwood	PESTS - as noted
ER - exposed roots	PS - pit scale
EU - exudation	ROT - as noted
EX - exfoliation	PO - poison oak
FD - fire damage	TC - trunk cavity
FT - fill against trunk	TG - twig girdler
LB - low branching as noted	WT - water trap

MAP #	VARIETY	TRUNK DIA	LB	N	E	S	W	HT	APR	HEL	REMARKS
B3	Quercus lobata	2.5	360°	3	3	8	4	10	C	C	GALLS; PS
B4	Quercus lobata	3.5	180°	8	4	10	2	8	C	C	GALLS; PS
C1	Quercus agrifolia	4.5, 2.5	360°	6	5	7	6	12	A	B	TG
C2	Quercus agrifolia	3.5	360°	2	4	3	3	8	A	B	TG
D grove											no trees over 2" caliper
E1	Quercus agrifolia	3, 2		6	3	2	2	9	A	B	
E2	Quercus agrifolia	4		5	4	3	2	10	A	B	
E3	Quercus agrifolia	6		3	6	2	4	15	A	B	
E4	Quercus agrifolia	4		7	3	5	4	12	A	B	
E5	Quercus agrifolia	2, 2, 3		4	4	4	4	10	A	B	
F1	Quercus ilex	3		3	3	3	3	12	A	B	
F2	Quercus ilex	3		3	3	3	3	10	A	B	
F3	Quercus ilex	3		3	3	3	3	10	A	B	
F4	Quercus ilex	3		3	3	3	3	9	A	B	
F5	Quercus ilex	3		3	3	3	3	10	A	B	
F6	Quercus ilex	3		3	3	3	3	10	A	B	
F7	Quercus agrifolia	3		4	4	4	4	11	A	B	
F8	Quercus agrifolia	2		3	3	3	3	9	A	B	
F9	Quercus agrifolia	3		4	4	4	4	12	A	B	
G1 -G41											3"-4" caliper planted row of Quercus agrifolia



Oak Tree Locations
 Specific Plan 17 (401 West Hillcrest Drive)

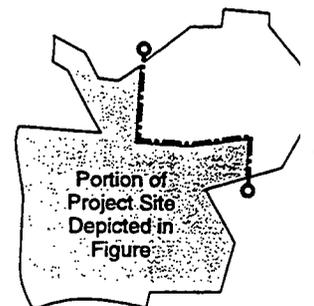
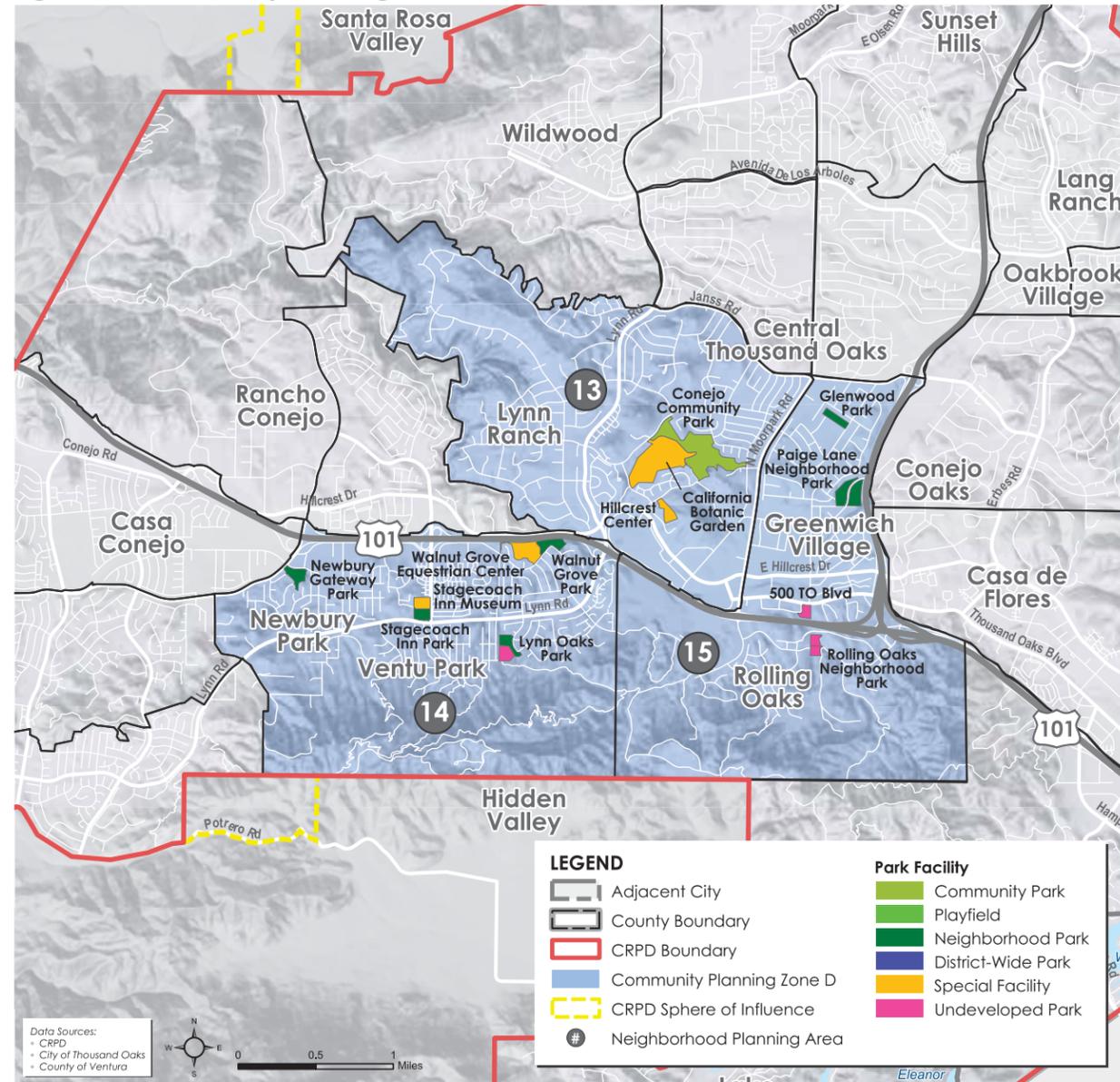


Exhibit D

Figure 9-D: Community Planning Zone D



Community Planning Zone D

Community Planning Zone D (Zone D) is located in the central southern portion of the CRPD area and includes the Lynn Ranch, Newbury Park, West Thousand Oaks Boulevard and Rolling Oaks neighborhoods of Thousand Oaks. The Zone is traversed by Highway 101, State Route 23, Lynn Rd, N Moorpark Rd, Hillcrest Rd, and Thousand Oaks Blvd. Zone D includes Neighborhood Planning Areas 13, 14, and 15.

Zone D Park Facilities include:

- Conejo Community Park
- Glenwood Park
- Paige Lane Neighborhood Park
- Rolling Oaks Neighborhood Park
- Lynn Oaks Park
- Newbury Gateway Park
- Stagecoach Inn Park
- Walnut Grove Park

Table 4-9: Community Planning Zone D Existing Facilities Inventory & Deficiency Analysis

COMMUNITY PLANNING ZONE D: EXISTING FACILITIES INVENTORY & DEFICIENCY ANALYSIS								
Neighborhood Planning Area	Park Facility	Existing 2020 Population	Park Standard (ac/1000 pop)	Need (acres)	Total Acres	Developed Acres	Deficient Acres*	
NEIGHBORHOOD PARKS								
13	Conejo Community Park	10,122	2.50	25.3	38.4	20.0	5.3	
14	Stagecoach Inn Park	9,906		4.9	4.9	5.8		
	Walnut Grove Park			6.5	6.5			
	Newbury Gateway Park			6.9	2.3			
	Lynn Oaks Park			10.3	5.3			
15	500 TO Blvd	10,381		0.75	0.0	6.70		
	Glenwood Park			5.2	5.2			
	Paige Lane Neighborhood Park			14.1	14.1			
	Rolling Oaks Neighborhood Park			5.5	0.0			
SUBTOTAL		30,409			76.1	92.55	58.3	17.8
PLAYFIELDS								
13	Conejo Community Park	30,409		1.25	38.0	38.4	20.0	18.0
SUBTOTAL				38.0	38.4	20.0	18.0	
COMMUNITY PARKS								
13	Conejo Community Park	30,409	1.25	38.0	38.4	20.0	18.0	
SUBTOTAL				38.0	38.4	20.0	18.0	
TOTAL		30,409					53.8	

*Developed acres were used to calculate the acreage deficiency.

Neighborhood Parks Planning areas 13, 14, and 15 do not meet present acreage needs, and are deficient a total of 17.7 acres of neighborhood park space.

Planning Area 13 is deficient by 5.3 acres, Planning Area 14 is deficient by 5.8 acres, and Planning Area 15 is deficient by 6.7 acres of neighborhood park space.

Playfields The present playfield acreage is partially met- an additional 18.0 acres are needed.

Community Park The present community park acreage is partially met- an additional 18.0 acres are needed.

Table 4-10: Community Planning Zone D Additional Facilities Inventory

COMMUNITY PLANNING ZONE D: ADDITIONAL FACILITIES INVENTORY								
Neighborhood Planning Area	Park Facility	Total Acres	Developed Acres	NPA*	Park Facility	Total Acres	Developed Acres	
SPECIAL FACILITIES (SF)								
13	Conejo Valley Botanic Garden	39.6	39.6	13	Fireworks Hill Open Space	33.0	0.0	
	Hillcrest Center for the Arts	8.8	4.0		Lynnmere Open Space	107.0	0.0	
14	Stagecoach Inn Museum	5.0	5.0		Tarantula Hill Open Space	47.0	0.0	
	Walnut Grove Equestrian Center	13.0	4.5		Hope Nature Preserve	348.0	0.0	
TOTAL SF		66.4	53.1		14	Ventu Park Open Space	141.0	0.0
OPEN SPACE (OS)								
					15	Walnut Open Space	9.0	0.0
					15	Los Padres Open Space	187.0	0.0
					15	Los Robles Open Space	357.0	0.0
					TOTAL OS		1229.0	0.0

*Neighborhood Planning Area (NPA)

Note: Refer to Figure 4 for Open Space and Regional Park locations.

**PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS**

THIS PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (this “**Agreement**”) is made and entered into as of _____, 2026 (the “**Effective Date**”), by and between CITY OF THOUSAND OAKS, a California municipal corporation (“**Seller**” or “**City**”), and CONEJO RECREATION AND PARK DISTRICT, a California recreation and park district (“**Buyer**”).

IN CONSIDERATION of the respective agreements hereinafter set forth, Seller and Buyer hereby agree as follows:

1. Purchase and Sale of Property. Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase from Seller, subject to the terms and conditions set forth herein, the following (collectively, the “**Property**”):

(a) That certain real property located in the City of Thousand Oaks, County of Ventura, State of California, commonly referred to as 401/403 West Hillcrest Dr., Thousand Oaks, CA 91360 (APNs 525-0-060-125, 525-0-053-115, 525-0-053-175, 525-0-060-135, 525-0-053-195, 525-0-060-085, 525-0-060-095, 525-0-060-115) all as more fully described in **Exhibit A** (the “**Land**”), together with all rights, privileges, easements or appurtenances to or affecting the Land (collectively, the “**Appurtenances**”).

2. Purchase Price; Deposit.

(a) The purchase price for the Property (“**Purchase Price**”) shall be Thirty Million Four Hundred Thousand Dollars and 00/100 cents (\$30,400,000).

(b) The Purchase Price shall be paid as follows:

(i) Within three (3) days following the Effective Date, Seller and Buyer shall open an escrow in connection herewith (“**Escrow**”) at _____ (“**Escrow Holder**”), and Buyer shall deposit into Escrow the amount of One Hundred Thousand Dollars (\$100,000) (“**Deposit**”) in cash or other immediately available funds. Escrow Holder shall invest the Deposit in government insured interest-bearing accounts satisfactory to Seller and Buyer, shall not commingle the Deposit with any funds of Escrow Holder or others, and shall promptly provide Buyer and Seller with confirmation of the investments made. Such account shall have no penalty for early withdrawal. All interest earned on the Deposit shall become a part of the Deposit.

(ii) On or before the Closing, if this Agreement has not been earlier terminated, Buyer shall deposit into Escrow cash or other immediately available funds in the

amount of the balance of the Purchase Price, less any credits due Buyer hereunder (the “**Closing Amount**”). The Closing Amount shall be applied towards the Purchase Price at the Closing.

3. Title to the Property. At the Closing, Seller shall cause to be conveyed to Buyer fee simple title to the Property by duly executed and acknowledged grant deed substantially in the form attached hereto as **Exhibit B** and incorporated herein by this reference (the “**Deed**”). As used in this Agreement, Closing (the “**Closing**”) shall be deemed to occur upon the recording of the Deed. Evidence of delivery of fee simple title shall be the issuance by [INSERT NAME OF TITLE COMPANY] (“**Title Company**”) to Buyer of an ALTA standard coverage owner's policy of title insurance in the amount of the Purchase Price, insuring fee simple title to the Property in Buyer, subject only to such exceptions as Buyer shall have approved as provided below (the “**Title Policy**”). The Title Policy shall provide full coverage against mechanics' and materialmen's liens and shall contain such special endorsements as Buyer may reasonably require, including, without limitation, any endorsements required as a condition to Buyer's approval of any title exceptions (the “**Endorsements**”). Within five (5) business days following the opening of Escrow, Buyer shall order the issuance of a preliminary title report with respect to the Property, together with copies of all underlying documents referenced therein and a map containing a plotting of all easements capable of being plotted (collectively, the “**Preliminary Report**”), to be prepared by the Title Company and delivered to Buyer and Seller. No later than fifteen (15) business days after receipt of the Preliminary Report, Buyer shall give written notice to Seller (“**Buyer's Disapproval Notice**”) of any items contained in the Preliminary Report which Buyer disapproves (“**Disapproved Items**”). Failure of Buyer to timely give Seller Buyer’s Disapproval Notice shall be deemed to be an approval by Buyer of such Disapproved Items. In any event, Buyer need not disapprove, and Seller covenants to remove as exceptions to title prior to the Closing, any mortgages, deeds of trust, and other monetary encumbrances (collectively, “**Disapproved Liens**”) shown on the Preliminary Report except for real property taxes not delinquent. Seller shall notify Buyer (“**Title Cure Notice**”) no later than five (5) business days after receipt of Buyer's Disapproval Notice (“**Title Cure Notice Period**”) whether it elects to discharge, satisfy or otherwise remove the Disapproved Items specified in Buyer’s Disapproval Notice. Failure by Seller to give a Title Cure Notice before the expiration of the Title Cure Notice Period will be deemed to be Seller’s election not to discharge, satisfy or otherwise remove such Disapproved Items. Buyer shall have five (5) Business Days after receipt of the Title Cure Notice or expiration of the Title Cure Notice Period, whichever is the first to expire, with respect to all Disapproved Items that Seller did not elect to discharge, satisfy or otherwise remove in the Title Cure Notice (or is deemed to have elected not to discharge, satisfy or otherwise remove), by written notice given to Seller and Escrow Holder to:

- (1) Waive such Disapproved Items and proceed with Closing, accepting title to the Property subject to such Disapproved Exception(s), or
- (2) Terminate this Agreement, in which case both Buyer and Seller shall be relieved of all further obligations and liabilities to each other under this Agreement, except for such as have accrued prior to the date of termination or are expressly stated to survive the termination of this Agreement, and all the funds and documents deposited with Escrow Holder shall be promptly refunded or returned, as the case

may be, by Escrow Holder to the depositing party, except that Buyer and Seller shall each be responsible for one-half of any Escrow termination charges.

4. Investigations; Seller's Deliveries.

(a) Investigations. From the Effective Date until 5:00 p.m. Pacific Time on the date that is thirty (30) days thereafter (the “**Investigation Period**”), Buyer may conduct, at its sole cost, such investigations, inspections, studies, and tests of the Property as Buyer deems necessary or advisable, including without limitation title, survey, environmental, physical, and land use/zoning reviews (collectively, “**Investigations**”).

(i) Prior to any entry on the Property Buyer or its consultant shall at its sole cost obtain a policy of liability insurance with a combined single limit in an amount not less than One Million Dollars (\$1,000,000); Seller and Buyer (or its consultant) shall each be named an additional insured on said policy; and Buyer or its consultants shall furnish to Seller a certificate of insurance confirming such coverage. Buyer may terminate this Agreement for any reason or no reason by delivering written notice to Seller on or before expiration of the Investigation Period. If Buyer timely terminates, such termination shall be on the terms and have the effect set forth in Section 3(2) of this Agreement.

(ii) Buyer agrees to indemnify Seller and the Property against, and to hold and save Seller and the Property harmless from, all claims, demands, suits, actions, damages, obligations, liabilities, losses, costs and expenses, including but not limited to attorneys' fees and court costs, as a result of the Investigations; provided, however, that Buyer will not be obligated to indemnify Seller with respect to Seller's own negligence. The foregoing indemnity shall survive termination of this Agreement. Following any Investigations, Buyer shall restore the Property to substantially its physical condition as existed prior to such inspection.

(iii) If Buyer does not timely terminate, the Investigation Period shall lapse, the Deposit shall become non-refundable to Buyer except in the event of Seller default or the failure of any express condition precedent to Closing set forth in this Agreement (including, without limitation, the SLA (as defined in Section 5(d)) exemption/compliance contingency), and the parties shall proceed to Closing.

(b) Seller Deliveries. Within five (5) business days following the Effective Date, Seller shall deliver to Buyer copies of all documents in Seller's possession or control, or to which Seller has access or possession that are material to the ownership, operation, or condition of the Property (collectively, the “**Seller's Deliveries**”).

5. Seller's Conditions Precedent to Closing. Seller's obligations hereunder, including, but not limited to, its obligation to consummate the purchase transaction provided for herein, are subject to the satisfaction of each of the following conditions, each of which is for the sole benefit of Seller and may be waived by Seller in writing in Seller's sole and absolute discretion:

(a) Buyer shall not be in default under this Agreement.

(b) Each representation and warranty made in this Agreement by Buyer shall be true and correct in all material respects at the time as of which the same is made and as of the Closing.

(c) City Council approval of a development agreement (“**Development Agreement**”) between the City and Buyer, in a form acceptable to the City Council, confirming the SP-17 value development standards and entitlements, as approved by the City Council and executed by the Parties. If the Development Agreement is not approved and executed on or before Closing, the City shall have no obligation to close and may, at its sole discretion, extend the Closing until execution of the Development Agreement or terminate this Agreement.

(d) Seller shall have received written confirmation that the transaction is exempt from, or compliant with, the Surplus Land Act (Gov. Code §54220 et seq.), (“**SLA**”) including any HCD notices/confirmations. If such exemption or compliance is not documented to both parties’ reasonable satisfaction by the Closing Date, the Closing Date shall be automatically extended in successive thirty (30) day periods until such confirmation is obtained; provided, that in no event shall the Closing Date be extended beyond one hundred eighty (180) days after the Effective Date (the “**Outside Date**”) without written agreement by the Parties. If the SLA confirmation has not been obtained by the Outside Date, either party may terminate this agreement and such termination shall be on the terms and have the effect set forth in Section 3(2) of this Agreement.

(e) Buyer shall have complied with all of Buyer’s duties and obligations contained in this Agreement and all of Buyer’s representations and warranties contained in or made pursuant to this Agreement shall have been true and correct when made and shall be true and correct as of the Closing.

6. Buyer’s Conditions Precedent to Closing. The following are conditions precedent to Buyer's obligation to purchase the Property (the “**Conditions Precedent**”). The Conditions Precedent are intended solely for the benefit of Buyer and may be waived only by Buyer in writing in Buyer’s sole and absolute discretion. In the event any Condition Precedent is not satisfied, Buyer may, in its sole and absolute discretion, terminate this Agreement and such termination shall be on the terms and have the effect set forth in Section 3(2) of this Agreement..

(a) Buyer's inspection, review and approval, of the Investigations and Seller's Deliveries;

(b) The Title Company shall be unconditionally committed to issue the Title Policy to Buyer upon the Closing in the form and with such exceptions and endorsements as have been approved, or are deemed approved, by Buyer as provided in Section 4 above; and

(c) Approval by Buyer’s Board of Directors of the Development Agreement, as executed by the Parties. If the Development Agreement is not approved and executed on or before the Closing, Buyer shall have no obligation to close and may, at its sole discretion, extend the Closing until execution of the Development Agreement or terminate this Agreement and any

such termination shall be on the terms and have the effect set forth in Section 3(2) of this Agreement..

(d) Seller shall have complied with all of Seller's duties and obligations contained in this Agreement and all of Seller's representations and warranties contained in or made pursuant to this Agreement shall have been true and correct when made and shall be true and correct as of the Closing Date.

7. LIQUIDATED DAMAGES. IF THE SALE OF THE PROPERTY PURSUANT TO THIS AGREEMENT IS NOT CONSUMMATED SOLELY BECAUSE OF A DEFAULT UNDER THIS AGREEMENT ON THE PART OF BUYER, THE DEPOSIT SHALL BE RETAINED BY SELLER AS LIQUIDATED DAMAGES. THE PARTIES HAVE AGREED THAT SELLER'S ACTUAL DAMAGES, IN THE EVENT OF A DEFAULT BY BUYER, WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE. THEREFORE, BY PLACING THEIR INITIALS BELOW, THE PARTIES ACKNOWLEDGE THAT THE DEPOSIT HAS BEEN AGREED UPON, AFTER NEGOTIATION, AS THE PARTIES' REASONABLE ESTIMATE OF SELLER'S DAMAGES AND AS SELLER'S SOLE AND EXCLUSIVE REMEDY AGAINST BUYER, AT LAW OR IN EQUITY, IN THE EVENT OF A DEFAULT UNDER THIS AGREEMENT ON THE PART OF BUYER. SELLER HEREBY WAIVES ANY AND ALL BENEFITS IT MAY HAVE UNDER CALIFORNIA CIVIL CODE SECTION 3389. FURTHERMORE, THE PAYMENT AND RETENTION OF SUCH DEPOSIT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 AND 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. UPON BUYER'S DEFAULT, SELLER MAY INSTRUCT ESCROW HOLDER TO CANCEL THE ESCROW, AND PROMPTLY UPON RECEIPT OF SAID INSTRUCTIONS, ESCROW HOLDER SHALL (i) CANCEL THE ESCROW, (ii) PAY ALL OF ESCROW HOLDER'S CHARGES FROM THE DEPOSIT, AND (iii) DISBURSE TO SELLER THE DEPOSIT PURSUANT TO THIS SECTION 7.

INITIALS: Seller _____ Buyer _____

8. Escrow; Closing, Prorations.

(a) Upon mutual execution of this Agreement, the parties hereto shall deposit an executed counterpart of this Agreement with Escrow Holder and this Agreement shall serve as instructions to Escrow Holder for consummation of the purchase contemplated hereby. Seller and Buyer shall execute such supplemental Escrow instructions as may be appropriate to enable Escrow Holder to comply with the terms of this Agreement, provided such supplemental Escrow instructions are not in conflict with this Agreement as it may be amended in writing from time to time. In the event of any conflict between the provisions of this Agreement and any supplementary Escrow instructions signed by Buyer and Seller, the terms of this Agreement shall control.

(b) The Closing shall take place (the “**Closing Date**”) on or before the date that is one hundred eighty (180) days following the Effective Date of this Agreement, or as may be extended as provided in this Agreement.

(c) At or before the Closing, Seller shall deliver to Escrow Holder the following:

(i) the duly executed and acknowledged Deed for the Property (**Exhibit B**);

(ii) evidence reasonably acceptable to Escrow Holder and Title Company that the documents delivered by Seller have been duly authorized and executed on behalf of Seller and constitute valid and binding obligations of Seller.

(iii) any other documents which the Escrow Holder or Title Company may reasonably require from Seller in order to close Escrow which do not increase Seller's liability or obligations hereunder;

(iv) a closing statement in form and content satisfactory to Buyer and Seller (the “**Closing Statement**”) duly executed by Seller; and

(v) any other instruments, records or correspondence called for hereunder which have not previously been delivered.

(d) At or before the Closing, Buyer shall deliver to Escrow Holder the following:

(i) the Closing Statement, duly executed by Buyer;

(ii) the Closing Amount; and

(iii) evidence reasonably acceptable to Escrow Holder and Title Company that the documents delivered by Buyer have been duly authorized and executed on behalf of Buyer and constitute valid and binding obligations of Buyer.

(e) Seller and Buyer shall each deposit such other instruments as are reasonably required by Escrow Holder or Title Company or otherwise required to close the Escrow and consummate the purchase of the Property in accordance with the terms hereof.

(f) The following are to be paid by Buyer or Seller or apportioned as of the Closing Date, as follows:

(i) Costs and expenses of Escrow incurred in this transaction shall be paid as follows:

(1) Seller is a public entity and exempt from all sales, use and documentary transfer taxes ;

(2) Seller shall pay the premium for a standard ALTA coverage owner's policy of title insurance and the cost of any title endorsements obtained by Seller in order to discharge, satisfy or otherwise remove Disapproved Items; Buyer shall pay the premium for any extended ALTA coverage of other title endorsements obtained by it if desired;

(3) Seller and Buyer shall each pay one-half (1/2) of the Escrow fees, recording fees and related expenses;

(4) Seller and Buyer are each public entities and exempt from any city or county transfer taxes due;

(5) all other costs of escrow shall be paid equally by Buyer and Seller.

(ii) The provisions of this Subparagraph (i) shall survive the Closing and any termination of this Agreement.

9. Representations, Warranties and Covenants of Seller. As of the date hereof and again as of Closing, Seller represent and warrants to Buyer as follows:

(a) Seller is a California municipal corporation organized under the laws of the State of California. This Agreement and all documents executed by Seller which are to be delivered to Buyer at the Closing are and at the time of Closing will be duly authorized, executed and delivered by Seller, are and at the time of Closing will be legal, valid and binding obligations of Seller enforceable against Seller in accordance with their respective terms. Seller has obtained all necessary authorizations, approvals and consents to the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

(b) No Action. No litigation, attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings are pending or threatened against Seller or the Property, nor are any such proceedings contemplated by Seller;

(c) No Representations as to Property. There are no representations, agreements, arrangements, or circumstances, oral or written, between the parties relating to the subject matter contained in this Agreement that are not fully expressed in the Agreement, and Seller has not made and does not make any representation or warranty concerning any matter or thing affecting or relating to the Property, including but not limited to its fitness for a particular use, its physical condition or any other matter; and

(d) Sale "AS-IS". Subject to Seller's representations and warranties contained herein, and to the information disclosed in Seller's Deliveries, Buyer's election to purchase the Property will be based upon and will constitute evidence of Buyer's independent investigation of

the Property, its use, development potential and suitability for Buyer's intended use, including (without limitation) the following: the feasibility of developing the Property for the purposes intended by Buyer and the conditions of approval for any subdivision map; the size and dimensions of the Property; the availability, cost and adequacy of water, sewerage and any utilities serving or required to serve the Property; the presence and adequacy of current or required infrastructure or other improvements on, near or affecting the Property; any surface, soil, subsoil, fill or other physical conditions of or affecting the Property, such as climate, geological, drainage, air, water or mineral conditions; the condition of title to the Property; the existence of governmental laws, statutes, rules, regulations, ordinances, limitations, restrictions or requirements concerning the use, density, location or suitability of the Property for any existing or proposed development thereof including but not limited to zoning, building, subdivision, environmental or other such regulations; the necessity or availability of any general or specific plan amendments, rezoning, zoning variances, conditional use permits, building permits, environmental impact reports, parcel or subdivision maps and public reports, requirements of any improvement agreements; requirements of the California Subdivision Map Act, and any other governmental permits, approvals or acts (collectively "**Permits**"); the necessity or existence of any dedications, taxes, fees, charges, costs or assessments which may be imposed in connection with any governmental regulations or the obtaining of any required Permits; the presence of endangered plant or animal species upon the Property; and all of the matters concerning the condition, use, development or sale of the Property. Seller will not be liable for any loss, damage, injury or claim to any person or property arising from or caused by the development of the Property by Buyer.

Except with respect to a default by Seller hereunder (including a breach of Seller's warranties and representations), Buyer at the Closing expressly waives its rights granted under California Civil Code Section 1542, which provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

Buyer's Initials: _____ Seller's Initials: _____

10. Representations, Warranties and Covenants of Buyer. Buyer hereby represents and warrants to Seller as follows:

(a) Buyer is a California recreation and park district duly organized and validly existing under the laws of the State of California. This Agreement and all documents executed by Buyer which are to be delivered to Seller at the Closing are and at the time of Closing will be duly authorized, executed and delivered by Buyer, are and at the time of Closing will be legal, valid and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms, and do not and at the time of Closing will not violate any provision of any agreement or

judicial order to which Buyer is subject. Buyer has obtained all necessary authorizations, approvals and consents to the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

11. Environmental Matters/Release. As used in this Agreement, “**Hazardous Materials**” includes petroleum, asbestos, radioactive materials or substances defined as “hazardous substances,” “hazardous materials” or “toxic substances” (or words of similar import) in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Section 1801, et seq.), the Resource Conservation and Recovery Act (42 U.S.C. Section 6901, et seq.), and under the applicable laws of California. Buyer must rely on its own investigation and not on any representation by Seller regarding Hazardous Materials. Buyer shall rely solely upon its own investigation and inspection of the Property and the improvements thereon and upon the aid and advice of Buyer's independent expert(s) in purchasing the Property, and shall take title to the Property without any warranty, express or implied, by Seller or any employee or agent of Seller. Seller makes no representations regarding Hazardous Materials in, on or under the Property. Seller's knowledge and disclosures regarding Hazardous Materials are limited to the contents of Seller's Deliveries.

Accordingly, Buyer hereby expressly waives and relinquishes any and all rights and remedies Buyer may now or hereafter have against Seller, whether known or unknown, with respect to any past present, or future presence of Hazardous Materials on, under or about the Property or with respect to any past, present or future violations of any rules, regulations or laws, now or hereinafter enacted, regulating or governing use, handling, storage or disposal of Hazardous Materials, including, without limitation (i) any and all remedies Buyer may now or hereafter have under the Comprehensive Environmental Response Compensation and Liability Act of 1980 (“**CERCLA**”), as amended, and any similar law, rule or regulation, (ii) any and all rights Buyer may now or hereafter have against Seller under the Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health and Safety Code, Section 25300 et seq.), as amended and any similar law, rule or regulation, and (iii) any and all claims, whether known or unknown, now or hereafter existing, with respect to the Property under Section 107 of CERCLA (42 U.S. C.A. § 9607).

BUYER HEREBY ACKNOWLEDGES THAT IT HAS READ AND IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 (“SECTION 1542”), WHICH IS SET FORTH BELOW

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

BY INITIALING BELOW, BUYER HEREBY WAIVES THE PROVISIONS OF SECTION 1542 SOLELY IN CONNECTION WITH THE MATTERS WHICH ARE THE SUBJECT OF THE FOREGOING WAIVERS AND RELEASES.

(Buyer's Initials)

12. Continuation and Survival. All representations, warranties and covenants by the respective parties contained herein or made in writing pursuant to this Agreement are intended to and shall be deemed made as of the date of this Agreement or such writing and again at the Closing, shall be deemed to be material, and unless expressly provided to the contrary shall survive the execution and delivery of this Agreement, the Deed and the Closing, as well as any termination of this Agreement.

13. Other Covenants and Contingencies.

(a) Lease at 403 W. Hillcrest Dr. Buyer shall continue to lease 403 W. Hillcrest Dr., Thousand Oaks, CA 91360 (“**403 W. Hillcrest Lease**”) on the current 403 W. Hillcrest Lease terms through the Closing Date, and the 403 W. Hillcrest Lease shall automatically terminate on the Closing Date without fee or penalty (other than obligations expressly stated to survive termination of the 403 W. Hillcrest Lease). If Closing does not occur, the 403 W. Hillcrest Lease shall continue under the existing terms.

(b) City Right of First Refusal. If, after Closing and recordation of the Grant Deed, Buyer proposes to sell, transfer, convey, or ground lease the Property, or transfer a controlling interest therein, Buyer shall first offer the Property to the City pursuant to this right of first refusal (“**ROFR**”). The purchase price under the ROFR shall be the SP-17 value land use designation. The ROFR survives Closing and will be memorialized in the Grant Deed.

These covenants shall survive the Closing.

14. Professional Fees. In the event legal action is commenced to enforce or interpret any of the terms or provisions of this Agreement, the prevailing party in such action shall be entitled to an award of reasonable attorney's fees and costs incurred in connection with the prosecution or defense of said action. In addition, the prevailing party shall be entitled to recover any actual accounting, engineering or other professional fees reasonably incurred in said action or proceeding.

15. Publicity and Confidentiality. Buyer and Seller each agree that prior to the Closing, the terms of the transaction contemplated by this Agreement, the identity of each party and all information made available by the parties to each other, shall be maintained in strict confidence and prior to the Closing, no disclosure of such information will be made by Buyer or Seller, except to such attorneys, accountants, investment advisors, lenders and others as is reasonably required to evaluate and consummate this transaction or except as may be mutually agreed by Buyer and Seller. Buyer and Seller each further agree that nothing in this Section 15 shall prevent Buyer or

Seller from disclosing or accessing any information otherwise deemed confidential under this Section (a) in connection with that party's enforcement of its rights hereunder; (b) pursuant to any legal requirement, any statutory reporting requirement or any accounting or auditing disclosure requirement; (c) in connection with performance by either party of its obligations under this Agreement (including, but not limited to, the delivery and recordation of instruments, notices or other documents required hereunder); or (d) to potential lenders, investors, participants or assignees in or of the transaction contemplated by this Agreement or such party's rights therein. Notwithstanding the foregoing, Buyer and Seller acknowledge that the City and the Conejo Recreation and Park District are public agencies subject to the Ralph M. Brown Act and other applicable laws requiring public disclosure and approval of public transactions. Accordingly, nothing in this Section shall prevent or restrict either public agency from agendaing, discussing, approving, or disclosing this Agreement and the transaction contemplated herein as required by law.

16. Miscellaneous.

(a) Notices. Any notice, consent or approval required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given upon (i) hand delivery, (ii) one business day after being deposited with Federal Express or another reliable overnight courier service for next business day delivery, (iii) upon facsimile transmission (except that if the date of such transmission is not a business day or if such transmission is made after 5:00 p.m. on a business day, then such notice shall be deemed to be given on the first business day following such transmission), or (iv) five business days after being deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, and addressed as follows (or such other address as either party may from time to time specify in writing to the other in accordance herewith):

If to Seller: City of Thousand Oaks
 Attn.: City Clerk
 2100 Thousand Oaks Blvd, CA 91362
 Phone: (805) 449-2151
 Email: cityclerk@toaks.gov

With a copy to: Best Best & Krieger LLP
 Attn: Seth Merewitz
 300 South Grand Ave., 25th Floor
 Los Angeles, CA 90071
 Phone: (213) 617-8100
 E-Mail: Seth.Merewitz@bbklaw.com

If to Buyer: Conejo Recreation and Park District
Attn: General Manager
403 W. Hillcrest Drive
Thousand Oaks, CA 91360
Phone: (805) 495-6471
Email: jfriedl@crpd.org

With a copy to: Burke, Williams & Sorensen, LLP
Attn: Karl Berger, Esq.
444 South Flower Street, 40th Floor
Los Angeles, CA 90071
Phone: (213) 236-0600
Email: KBerger@bwslaw.com

To Escrow Holder: _____
Attn: _____

Phone: _____
Email _____

(b) Successors and Assigns. Buyer shall have the right to assign this Agreement to any entity controlling, controlled by or under common control with Buyer without Seller's consent or approval, and otherwise Buyer shall have the right to assign this Agreement to any entity subject to Seller's prior approval, which approval shall not be unreasonably withheld, conditioned or delayed. Any such assignee shall assume all obligations of Buyer hereunder; however, Buyer shall remain liable for all obligations hereunder. Seller shall have the right to assign this Agreement. Except as otherwise permitted by this paragraph, neither this Agreement nor the rights of either party hereunder may be assigned by either party. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, administrators and assigns.

(c) Amendments. This Agreement may be amended or modified only by a written instrument executed by Seller and Buyer.

(d) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

(e) Construction. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same. Unless otherwise indicated, all references to Sections and subparagraphs are to this Agreement. All exhibits referred to in this Agreement are attached and incorporated by this reference.

(f) No Joint Venture. This Agreement shall not create a partnership or joint venture relationship between Buyer and Seller.

(g) Merger of Prior Agreements. This Agreement and the exhibits attached hereto constitute the entire agreement between the parties and supersede all prior agreements and understandings between the parties relating to the subject matter hereof, including without limitation, any letters of intent previously executed or submitted by either or both of the parties hereto, which shall be of no further force or effect upon execution of this Agreement.

(h) Time of the Essence. Time is of the essence of this Agreement. As used in this Agreement, a “business day” shall mean a day which is not a Saturday, Sunday or recognized federal or state holiday. If the last date for performance by either party under this Agreement occurs on a day which is not a business day, than the last date for such performance shall be extended to the next occurring business day.

(i) Severability. If any provision of this Agreement, or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect.

(j) Further Assurances. 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 the parties.

(k) Captions. The captions appearing at the commencement of the sections and paragraphs hereof are descriptive only and for convenience in reference. Should there be any conflict between any such caption and the section at the head of which it appears, the section and paragraph and not such caption shall control and govern in the construction of this Agreement.

(l) No Obligation To Third Parties. Execution and delivery of this Agreement shall not be deemed to confer any rights upon, directly, indirectly or by way of subrogation, nor obligate either of the parties hereto to, any person or entity other than each other.

(m) Waiver. The waiver by any party to this Agreement of the breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach, whether of the same or another provision of this Agreement.

(n) Interpretation. This Agreement has been negotiated at arm's length and between persons (or their representatives) sophisticated and knowledgeable in the matters dealt with in this Agreement. Accordingly, any rule of law (including California Civil Code § 1654 and any successor statute) or legal decision that would require interpretation of any ambiguities against the party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purpose of the parties and this Agreement.

(o) Counterparts/Facsimile/.PDF Signatures. This Agreement may be executed in counterparts and when so executed by the Parties, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument that shall be binding upon the Parties, notwithstanding that the Parties may not be signatories to the same counterpart or

counterparts. The Parties may integrate their respective counterparts by attaching the signature pages of each separate counterpart to a single counterpart. In order to expedite the transaction contemplated herein, facsimile or .pdf signatures may be used in place of original signatures on this Agreement. Seller and Buyer intend to be bound by the signatures on the facsimile or .pdf document, are aware that the other party will rely on the facsimile or .pdf signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of signature.

(p) Confidentiality and Publicity. Seller is a public entity and as such, this Agreement, upon its presentation for approval at Seller’s City council at a duly called and agendized public meeting, shall be subject to the Public Records Act and the Freedom of Information Act. No press release or other public disclosure may be made by Buyer or any of its agents regarding Buyer’s intent for this Property this transaction without the prior consent of Seller.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

SELLER:

CITY OF THOUSAND OAKS,
a California municipal corporation

By: _____
Mikey Taylor, Mayor

By: _____
Andrew Powers, City Manager

Attest: _____
City Clerk

Approved as to Form:

By: _____
Tracy M. Noonan, City Attorney

BUYER:

CONEJO RECREATION AND PARK
DISTRICT,
a California recreation and park district

By: _____

Name: _____

Its: _____

By: _____

Name: _____

Its: _____

Approved as to Form:

General
Counsel: _____

EXHIBIT A

LEGAL DESCRIPTION

Street Address: 401-403 W. Hillcrest Drive, Thousand Oaks, California 91360

Assessor Parcel Number: 525-0-053-115, 525-0-053-175, 525-0-053-195, 525-0-060-085, 525-0-060-095, 525-0-060-115

Legal description to be added upon completion of ALTA Survey prior to close of escrow.

EXHIBIT B

FORM OF DEED

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO

EXEMPT FROM RECORDING FEES PURSUANT
TO GOVERNMENT CODE SECTION 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The Undersigned Grantor(s) Declare(s):

DOCUMENTARY TRANSFER TAX \$ 0; CITY TRANSFER TAX \$ 0; SURVEY MONUMENT FEE \$
0

- computed on the consideration or full value of property conveyed, OR
- computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
- unincorporated area; City of Thousand Oaks and

GRANT DEED

FOR VALUE RECEIVED, CITY OF THOUSAND OAKS, a California municipal corporation (“Grantor”), grants to CONEJO RECREATION AND PARK DISTRICT, a California recreation and park district (“Grantee”), all that certain real property situated in the County of Ventura, State of California, described herein (the “Property”):

SEE ATTACHED EXHIBIT A.

This conveyance is subject to a right of first refusal in favor of the City of Thousand Oaks, a California municipal corporation (“City”), granting the City the right to purchase the Property in the event Grantee disposes of the Property, at its SP-17 land use designation value, as established and approved by the City Council. The terms and procedures governing this right are set forth in a Purchase And Sale Agreement and Joint Escrow Instructions dated _____ between City and Grantee. City’s right shall run with the land and be binding upon and inure to the benefit of the parties and their respective successors and assigns

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of _____, 2025.

GRANTOR:

By: [exhibit only – do not execute]
Mikey Taylor, Mayor

Exhibit A to Grant Deed
Property Legal Description

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF THOUSAND OAKS APPROVING A DEVELOPMENT AGREEMENT WITH THE CONEJO RECREATION AND PARK DISTRICT, RELATING TO CITY-OWNED PROPERTY LOCATED AT 401 & 403 WEST HILLCREST DRIVE (APNS 525-006-0125, 525-005-3115, 525-005-3175, 525-006-0135, 525-005-3195, 525-006-0095, 525-006-0115, 525-006-0085), THOUSAND OAKS, CALIFORNIA **(Development Agreement (DAGR) 2025-70004)**

The City Council of the City of Thousand Oaks does hereby ordain as follows:

Part I

Based upon the information contained in the Staff Report, exhibits, and public testimony given at a public hearing on January 13, 2026, the City Council approved this Development Agreement with the following findings:

WHEREAS, in accordance with the Development Agreement Statute, the City of Thousand Oaks (the "City") has adopted regulations (the "Development Agreement Regulations") to implement procedures for the processing and approval of development agreements in accordance with the Development Agreement Statute, which is contained in Section 9-11.01 *et seq.* of the Thousand Oaks Municipal Code (TOMC); and

WHEREAS, the Conejo Recreation and Park District ("CRPD") wishes to purchase City-owned property located 401/403 W Hillcrest Drive;

WHEREAS, CRPD desires to maintain the existing General Plan Land Use designations ("Commercial Town", "Mixed-Use", and "Parks, Golf Courses and Open Space"), and zoning designations ("Mixed-Use Overlay Zone" and "Specific Plan No. 17") for 401/403 W Hillcrest Drive properties (APNs 525-0-060-125, 525-0-053-115, 525-0-053-175, 525-0-060-135, 525-0-053-195, 525-0-060-085, 525-0-060-095, 525-0-060-115) as currently adopted;

WHEREAS, this Development Agreement (DAGR 2025-70004) will create a binding contract that the City will maintain the existing General Plan Land Use designations, for a period of 30 years unless CRPD applies for changes to the designations;

WHEREAS, the City Council on December 2, 2025, pursuant to Government Code Section 54221, declared that certain City-owned properties at 401/403 W Hillcrest Drive is exempt surplus land, under the transfer to public agency exemption;

WHEREAS, the Planning Commission held a duly noticed public hearing on January 12, 2026, on DAGR 2025-70004, during which the Planning Commission received a presentation by City staff and made a recommendation to the City Council affirming the DAGR's consistency with the General Plan.

WHEREAS, the City Council of the City of Thousand Oaks held a duly noticed public hearing on the Project on January 13, 2026 during which the City Council received a presentation by City staff recommending approval of DAGR 2025-70004.

Part 2

NOW THEREFORE, the City Council of the City of Thousand Oaks does hereby ordain as follows:

SECTION 1. This Ordinance incorporates, and by this reference makes a part hereof, the Development Agreement (including all exhibits to the Agreement), attached hereto as Exhibit A, subject to the provisions of Section 5 hereof.

SECTION 2. This Ordinance is adopted under the authority of Government Code Section 65864 *et seq.* and pursuant to the City's "Development Agreement Regulations."

SECTION 3. In accordance with the Development Agreement Regulations, the City Council hereby finds and determines, as follows:

- (a) The Agreement will not adversely affect the orderly development of property or the preservation of property values;
- (b) The Development Agreement preserves the Thousand Oaks Specific Plan (SP-17), which is consistent with the goals and policies of the General Plan. The City Council finds that the Development Agreement is therefore also consistent with the City's General Plan.
- (c) The Development Agreement establishes certain development rights, obligations, and conditions for the implementation of the Project located at 401/403 W Hillcrest Drive (APNs 525-0-060-125, 525-0-053-115, 525-0-053-175, 525-0-060-135, 525-0-053-195, 525-0-060-085, 525-0-060-095, 525-0-060-115).
- (d) The Development Agreement conforms to public convenience, general welfare, and best land use practice;
- (e) The Development Agreement will not be detrimental to the public health, safety, and general welfare of persons residing in the immediate area, nor be detrimental or injurious to the general welfare of the residents of the City as a whole;
- (f) The Development Agreement will support the orderly development of the Property and the preservation of property values;

SECTION 4. The foregoing findings and determinations are based on the following:

- (a) The Recitals set forth in this Ordinance, which is deemed true and correct;
- (b) All City Staff reports (and all other public reports and documents) prepared for the Planning Commission and City Council, relating to the Development Agreement and other actions relating to the Project;

- (c) All documentary and oral evidence received at public hearings or submitted to the City during the comment period relating to the Development Agreement; and
- (d) All other matters of common knowledge to the Planning Commission and City Council, including, but not limited to the City's fiscal and financial status; City policies and regulations; reports, projections and correspondence related to development within and surrounding the City, State laws and regulations and publications.

SECTION 5. The City Council hereby approves the Development Agreement, attached hereto as Exhibit A, subject further to such minor, conforming, and clarifying changes consistent with the terms thereof as may be approved by the City Manager, in consultation with the City Attorney to the execution thereof, including completion of references and status of planning approvals, and completion and conformity of all exhibits thereto, and conformity to the General Plan, as amended, as approved by the City Council.

SECTION 6. The City Manager is hereby authorized and directed to perform all acts authorized to be performed by the City Manager in the administration of the Development Agreement pursuant to the terms of the Development Agreement.

SECTION 7. This Ordinance shall be posted in accordance with the provisions of the TOMC and shall become effective thirty (30) days from and after the date of its passage.

SECTION 8. The City Clerk shall certify the adoption of this ordinance and shall cause the same to be published as required by law.

Part 3
(Uncodified)
Severability

SECTION 9. If any section, subsection, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this title; it is hereby expressly declared that this title, and each section, subsection, sentence, clause, and phrase hereof, would have been prepared, proposed, adopted, approved and ratified irrespective of the fact that anyone or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

Part 4
(Uncodified)
Effective Date

SECTION 10. This ordinance shall become effective on and after the thirty-first (31st) day following its adoption, as certified by the City Clerk.

PASSED AND ADOPTED this XXth day of XXXXX, 202X, by the following vote:

Ayes:
Noes:
Absent:

Mikey Taylor, Mayor
City of Thousand Oaks City Council

ATTEST/CERTIFY:

Laura B. Maguire, City Clerk

Date Attested: _____

APPROVED AS TO FORM:
Office of the City Attorney

Tracy M. Noonan,
City Attorney

APPROVED AS TO ADMINISTRATION:

Andrew P. Powers, City Manager

Introduced: XXXX XX, 202X

Published: XXXX XX, 202XX

Ordinance No.: XXXX-NS

The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the City of Thousand Oaks City Council on the date cited above.