

**JOINT SCHOOL/PARK USE AGREEMENT FOR THE MAINTENANCE,
OPERATION AND USE OF THE SCHOOL AND PARK FACILITIES IN THE
RIVER PARK SPECIFIC PLAN AREA**

THIS JOINT SCHOOL/PARK USE AGREEMENT FOR OPERATION AND USE OF THE SCHOOL AND PARK FACILITIES IN THE RIVERPARK SPECIFIC PLAN AREA ("Agreement") is entered into on this 27th day of September, 2005, by and between the City of Oxnard, a municipal corporation, hereinafter referred to as CITY, and the Rio School District of Ventura County, California, a political subdivision in the State of California, hereinafter referred to as DISTRICT. (CITY and DISTRICT are each a "Party" and are collectively the "Parties.")

RECITALS

A. RiverPark A, LLC and RiverPark B, LLC (jointly "RiverPark" or "Developer") are in the process of developing, *inter alia* 2,805 residential units in the City of Oxnard's RiverPark Specific Plan Area. In connection therewith, Developer has agreed to deed property for use as school and recreational facilities to the appropriate public entities. As part of this obligation, Developer will deed a parcel or parcels of land consisting of approximately 30 acres (the "Site"), the general location of which is shown on Exhibit A attached hereto and incorporated by this reference, to be developed for such facilities. The Site will be dedicated to DISTRICT, as described more fully below, with a portion of the Site subject to either a deed restriction or, at the option of CITY, an irrevocable easement in favor of the City, limiting the use of the Community Playfields (as that term is defined below) in perpetuity to recreational, park and public purposes. Such deed restriction or easement shall be in form and substance acceptable to CITY's City Attorney.

The Parties desire to coordinate the development, maintenance, operation and use of their respective parts of the Site and the facilities to be located thereon. It is to the mutual benefit of CITY and DISTRICT to contribute jointly to the establishment and maintenance of school and recreational facilities in the RiverPark Specific Plan Area which can serve the needs of the general public, CITY, and DISTRICT. NOW, THEREFORE, CITY and DISTRICT do mutually agree as follows:

AGREEMENT

1. **Property.** The real property covered by this Agreement shall consist of the Site, which consists of approximately 25.55 acres to be developed with recreational facilities and owned by the DISTRICT, appropriately restricted, and used jointly by the DISTRICT and CITY pursuant to the terms of this Agreement (the "Community Playfields"), and approximately 5.1 acres to be developed as an elementary school and a middle school and owned by DISTRICT (the "School Site"). The Community Playfields will consist of a community playfield associated with the elementary school site and adjacent to it (the "Elementary School Playfield") and a community playfield adjacent to and associated with the middle school site (the "Middle School Playfield"), as well as all the parking lot areas surrounding the Community Playfields which are located on the Site. DISTRICT will take all steps necessary and appropriate to cause the dedication or grant of easement to use the Community Playfields to CITY as provided in the RECITALS set forth above. No terms or conditions shall be regarded as a part of the grant of easement or dedication, other than that the Community Playfields be used as provided in this Agreement. Developer is obligated to construct or cause to be constructed

improvements on the Community Playfields, and school facilities on the School Site including an approximately 13,000 square foot gymnasium (the "Gymnasium") at the middle school site, the nature of which shall be determined by DISTRICT as provided herein. The Gymnasium may include a concession stand. A site plan generally designating the location of the Community Playfields, the School Site, and the Gymnasium is attached hereto as Exhibit A.

2. **Grant of Leasehold Interest in Gymnasium: Term.** DISTRICT hereby grants to CITY, on the terms herein described (i) a leasehold interest in the Gymnasium and (ii) a license to access the School Site for the sole purpose of accessing the Gymnasium for the uses permitted by this Agreement (hereafter deemed included within the word "Gymnasium"), for a term of fifty-five (55) years, or for as long as the School Site is operated by DISTRICT as an educational institution, whichever condition shall expire first (the "City Lease Term"). DISTRICT further grants CITY an option to extend the City Lease Term for successive additional lease terms of twenty (20) years each, or as long as the School Site is operated by DISTRICT as an educational institution or the Gymnasium is open to any persons, whichever condition shall expire first. Each option to extend the City Lease Term may be exercised up to one year before or one year after expiration of the Term then in effect by notice of the exercise of said option sent from CITY to DISTRICT, provided, however, that the option shall be deemed to have been exercised by CITY if DISTRICT continues to operate the School Site as an educational institution or the Gymnasium remains open to any persons. The date of commencement of the City Lease Term shall be date the Gymnasium is accepted as complete by DISTRICT. DISTRICT shall file written certification of the date of acceptance of the Gymnasium within thirty (30) days thereof with the City Clerk of CITY.

3. **Consideration.** Good, valuable, and adequate consideration exists in the mutual benefit enjoyed and the legal detriment incurred by CITY and DISTRICT as a result of their entering into and fulfilling this Agreement.

4. **Use of Property.** The Community Playfields and the Gymnasium shall be used by CITY exclusively for the purpose of constructing, maintaining, and operating facilities for general park and recreation purposes for the use of the general public and for no other purpose. The Community Playfields, the Gymnasium and the School Site shall be used by DISTRICT exclusively for the purpose of constructing, maintaining, and operating facilities for public education and recreation purposes and for no other purpose.

5. **Construction of Community Playfields and Gymnasium.** Pursuant to the terms of a School Facilities Mitigation Agreement between DISTRICT and Developer, Developer is responsible for construction of improvements on the Site. DISTRICT agrees that CITY is a third party beneficiary of such agreement to the extent it affects the Community Playfields and/or Gymnasium. DISTRICT and CITY shall cooperate in planning, design and construction of the Community Playfields and the Gymnasium. CITY and DISTRICT are each authorized to consult with Developer concerning the planning and design of the Community Playfields and the Gymnasium. DISTRICT shall have the final right and responsibility for approval of plans relating to the Gymnasium and the Community Playfields. The actions of DISTRICT with respect to plan approval shall be consistent with the RiverPark Specific Plan and the Development Agreement between CITY and Developer dated August 21, 2002, recorded as document no. 2002-0216450-00 in the Ventura County Recorder's Office.

6. **DISTRICT/CITY Use of Community Playfields and Gymnasium.** Notwithstanding the dedication or easement referenced in the Recital A above, DISTRICT shall have exclusive use of the Gymnasium and Community Playfields and all facilities therein, subject to the terms of this Agreement, Monday through Friday, from thirty (30) minutes before the beginning of the school day until 6:00 p.m. on each and every day that school is in session ("School Hours"). Notwithstanding the foregoing, DISTRICT may, (but shall not be required to) in writing, at an administrative level, authorize use by the CITY for particular purposes at particular times during School Hours; and City may (but shall not be required to) in writing, at an administrative level, authorize use by DISTRICT of the Community Playfields and the Gymnasium after 6:00 p.m. on school days. CITY shall have exclusive use, subject to the terms of this Agreement, of the Community Playfields and the Gymnasium, and shall have the right to make the Community Playfields and the Gymnasium available for use by the public, at all other times.

7. **Scheduling.** CITY and DISTRICT shall use the following procedures to schedule use of the Community Playfields and the Gymnasium:

a. Annually, two months before the start of each school year, DISTRICT and CITY shall meet (the "Annual Meeting") to schedule DISTRICT use of the Community Playfields and the Gymnasium at times other than School Hours for special DISTRICT events throughout the school year. In the event that it is determined at the annual meeting that there are conflicts between desired DISTRICT use and uses proposed by CITY, the Parties shall cooperate in rescheduling events to eliminate conflicts. In such scheduling, DISTRICT will have exclusive use after the close of the school day until 6:00 p.m., at which time the CITY shall have the exclusive right to program activities, unless CITY and DISTRICT otherwise agree.

b. For events other than those scheduled at the Annual Meeting, non-DISTRICT events scheduled by CITY for non-school hours shall have priority over DISTRICT events, provided, however, that if DISTRICT schedules with the CITY an event, no greater than 30 and no less than 21 days before the scheduled date, and the scheduled date is open, DISTRICT shall have priority. CITY shall also give priority in scheduling to El Rio youth sports leagues, consistent with the Memorandum of Understanding between the Parties that is attached hereto as Exhibit B, and incorporated by this reference.

c. For all non-DISTRICT events, CITY shall require of the event sponsor that the sponsor demonstrate insurance coverage in accordance with the CITY risk management policies and procedures, and that the DISTRICT be shown as an additional insured with respect to such coverage.

8. **Maintenance (Including Custodial) Responsibilities**

a. CITY shall maintain and pay the cost of maintaining the Community Playfields (including all parking lots) and repairing all equipment and apparatus used at the Community Playfields, including replacement costs. CITY and DISTRICT shall each pay 50% of the cost of maintenance of the Gymnasium. Maintenance, shall include providing custodial and cleaning service, repair, refinishing of floors, and replacement of all facility components and components necessary to support use of the facility as reasonably necessary. DISTRICT shall be responsible for actual

maintenance (including cleaning, repair, and replacement) and CITY shall pay to DISTRICT fifty percent (50%) of the actual reasonable cost of such maintenance. Maintenance of all facilities, including the Gymnasium shall be according to CITY maintenance standards. A copy of the current City maintenance standards for gymnasiums is attached hereto as Exhibit C.

b. CITY shall pay 100% of the cost of utilities used in maintaining the Community Playfields, including lighting of all fields, and water for all plants. CITY and DISTRICT shall each pay 50% of the cost of electric utilities used for operation of the Gymnasium. The Gymnasium shall be separately metered, so these costs may be readily established. DISTRICT will pay the cost of all other utilities associated with Gymnasium use.

c. CITY and DISTRICT shall each be responsible for costs associated with their own use of the gymnasium for events and programs. CITY shall be responsible for all litter and trash collection at the Community Playfields. DISTRICT shall be responsible for litter and trash collection at the Gymnasium, however, CITY shall be responsible for litter and trash collection caused by CITY's use of the Gymnasium.

d. CITY shall pay the cost of unlocking and relocking the Gymnasium (including but not limited to portions of the School Site required to access the Gymnasium) necessitated by CITY's use of the Gymnasium. CITY and DISTRICT shall each use a lock system which allows the person gaining access to be identified. All persons and organizations using the Community Playfields and Gymnasium may have access to and use parking lots on the Site. DISTRICT shall ensure that during the time that Community Playfields and Gymnasium are being used by CITY, parking lots on the Site are open and available for public parking use. The Parties understand that at times, demand for parking may exceed the capacity of the facilities and that at such times, use shall be on a first come, first served basis for all persons.

e. CITY represents that it uses integrated pest management techniques. CITY will cooperate with DISTRICT in implementing the California School IPM Guidebook and Model Program with respect to pest control at the Community Playfields. CITY and DISTRICT will work cooperatively to develop pest management timetables and notification procedures which will comply with such guidebook. DISTRICT, after receiving necessary information from CITY, will be responsible for actually providing notice to students, parents, and others to whom notices must be given, of activities requiring notice. CITY and DISTRICT will cooperate in complying with any future or other state, federal, or local standards concerning pesticide application.

9. **Joint Review.** CITY and DISTRICT shall meet annually prior to January 1 of each year to review the joint use of the Community Playfields and Gymnasium, insurance limits, maintenance responsibility, maintenance standards, and maintenance costs. As a result of this review, the use schedule, insurance limits, maintenance responsibility, maintenance standards, and maintenance cost allocations provided in this Agreement may be revised for the subsequent year upon the mutual consent of both CITY and DISTRICT, evidenced by a written amendment to this Agreement, executed by CITY's City Manager ("City Manager") and DISTRICT's Superintendent ("Superintendent"). CITY and DISTRICT may meet more often as needed pursuant to the request of either Party to the other. If any issue that arises during the joint review sessions cannot be resolved at the staff level, then the matter at issue shall be referred to Superintendent and City Manager who shall meet together and

resolve the matter. In the event the City Manager and the Superintendent are unable to resolve any issue that arises, the matter in dispute may be referred to the Mayor of Oxnard and the President of the Rio School District Board of Trustees, who shall meet together to resolve the dispute.

10. Neighborhood Cooperation and Involvement. CITY and DISTRICT shall both continuously cooperate and coordinate with the neighborhood in which the school/park is located. This coordination shall recognize that the neighborhood involvement is an integral element in the success and full acceptance of a joint use school/park facility.

11. California Environmental Quality Act Compliance. DISTRICT shall act as lead agency for compliance with the California Environmental Quality Act, Public Resources Code section 21000 *et seq.* ("CEQA"). CITY shall act as a responsible agency with regard to any and all issues related to or arising out of use of the Community Playfields and Gymnasium as a joint use school/park.

12. Change of Use. Upon completion of the improvements on the Community Playfields and of the Gymnasium, neither DISTRICT nor CITY shall change the type of use or place any structure upon the Community Playfields or the Gymnasium without consulting with and obtaining the written consent of the other party. This paragraph is not intended to prevent DISTRICT from conducting physical education programs deemed necessary in the sole discretion of DISTRICT to meet the educational and developmental needs of its students on the Community Playfields or in the Gymnasium and undertaking changes to the Community Playfields or the Gymnasium without consultation with CITY, so long as the activities and changes do not cause permanent changes to the Community Playfields or Gymnasium and so long as any equipment or apparatuses used may be removed after use.

13. Charge for Use. CITY may charge the adults and adult organizations that use the Community Playfields and Gymnasium during non-School Hours a user fee or charge for such use. The purpose of this fee is for CITY to recover the costs it incurs in scheduling the use of and maintaining the Community Playfields and Gymnasium. DISTRICT shall not be charged for its use of the Community Playfields or Gymnasium either for use during School Hours or for use during non-School Hours that has been properly scheduled, provided that CITY may charge DISTRICT for programs or services provided by CITY to DISTRICT in connection with such use. DISTRICT shall not charge the City or the public for the use of the Community Playfields or Gymnasium. CITY intends to fund maintenance of the Community Playfields and Gymnasium by forming a community facilities maintenance district or assessment district. DISTRICT shall not be required to contribute to any assessment imposed by such community facilities maintenance district or assessment district which is imposed for maintenance of the Community Playfields or the City's portion of the cost of maintaining the Gymnasium.

14. General Terms and Conditions. CITY and DISTRICT hereby agree to the following general terms and conditions:

GENERAL TERMS AND CONDITIONS

15. Quiet Possession. DISTRICT and CITY, subject to performing the covenants and agreements herein, shall at all times during the term of the Agreement peaceably and quietly have, hold, and enjoy

the Community Playfields and Gymnasium, respectively, during the time periods assigned to each for the Terms aforesaid, subject to the terms of this Agreement.

16. Entry and Inspection. CITY reserves, and shall always have the right, subject to reasonable notice during School Hours, to enter upon the Community Playfields and Gymnasium for the purpose of viewing and ascertaining the condition thereof, or of maintaining the property. Any person performing an inspection shall report first to the school office. CITY shall establish and provide to DISTRICT a routine weekly schedule for maintenance, so that DISTRICT will be aware of the times during which maintenance will occur. Routine maintenance shall be scheduled in such manner and such times that will not disrupt the ongoing educational activities of DISTRICT. CITY will cooperate with DISTRICT to establish protocol for identification of maintenance workers.

17. Assignment. Neither DISTRICT nor CITY shall assign this Agreement, or any interest herein, without the prior written consent of the other. Any such assignment without such consent shall be void.

18. Compliance with Law. Each Party, at its sole cost and expense, shall comply, and shall secure compliance by persons within the control and authority of each Party, with all the requirements of applicable state and federal authorities now in force, or which may hereafter be in force, pertaining to the said premises or the operations conducted thereon, and shall faithfully observe and secure observance of all state and federal statutes now in force or which may hereafter be in force in the use of the premises by persons within the control and authority of each.

19. Assigns. Time is of the essence of each and all of the terms and provisions of this Agreement, and this Agreement shall inure to the benefit of and be binding upon the Parties hereto and any successors thereof as fully and to the same extent as though specifically mentioned in each instance, and all covenants, stipulations, and agreements in the Agreement shall extend to and bind any successor or successors of the Parties.

20. Waiver. The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any other term, covenant, or condition of this Agreement.

21. Administration of Agreement: Notices. Control and administration of this Agreement is under the jurisdiction of the Superintendent as to DISTRICT's interest herein and any communication relative to the terms or conditions or any changes thereto or any notice or notices provided for by this Agreement or by law required to be given or served upon DISTRICT may be given or served by certified letter deposited in the United States mail, postage prepaid, and addressed to the Rio School District, 3300 Cortez Street, Oxnard, California 93036, Attention: Superintendent, or may be personally served upon DISTRICT or any person hereafter authorized by DISTRICT to receive such notice. Control and administration of this Agreement is under the jurisdiction of the City Manager as to CITY's interest herein and any communication relative to the terms or conditions or any changes thereto or any notice or notices provided for by this Agreement or by law required to be given or served upon CITY may be given or served by certified letter deposited in the United States mail, postage prepaid, and addressed to the City Manager, City of Oxnard, 300 West Third Street, Fourth Floor, Oxnard, California 93030. Any notice or notices given or served as provided herein shall be

effective and binding for all purposes, upon the principals of the Parties so served upon personal service or five (5) days after mailing in the manner required herein.

22. Remedies. In the event that either Party shall default in the performance or fulfillment of any covenant or condition herein required to be performed or fulfilled by that Party and shall fail to cure said default within one hundred twenty (120) days after the service of written notice upon the defaulting Party as provided in paragraph 21, specifying the default complained of, then the Party that gave such written notice may, at its option, without further notice or demand upon the defaulting Party or upon any person claiming through the defaulting Party, immediately terminate this Agreement and all rights of the defaulting Party and of all persons claiming rights through the defaulting Party. Notwithstanding the above provisions, in the event that any default cannot be cured within one hundred twenty (120) days after the service of written notice upon the defaulting Party, the Party that gave notice shall not terminate this Agreement pursuant to said default if the defaulting Party immediately on receipt of notice commences to cure said default and diligently pursues such cure to completion.

23. Indemnity.

a. CITY agrees to indemnify and save DISTRICT, its agents and employees, harmless from any and all liability, claims, damages, or injuries to any person or property caused by the independent acts of the CITY, its agents or employees in connection with the performance of this Agreement and the use of the Community Playfields and Gymnasium. CITY shall also indemnify and defend DISTRICT from and against any and all claims against DISTRICT resulting from the use or occupancy of the Community Playfields and Gymnasium during the periods of CITY's possession of the Community Playfields and Gymnasium, including the use of the Community Playfields and Gymnasium by the general public, unless caused by the independent acts of DISTRICT.

b. DISTRICT agrees to indemnify and save CITY, its agents and employees, harmless from any and all liability, claims, damages, or injuries to any person caused by the independent acts of DISTRICT, its agents or employees in connection with the performance of this Agreement and the use of the Community Playfields and the Gymnasium. DISTRICT shall also indemnify and defend CITY from and against any and all claims against CITY resulting from the use or occupancy of the Community Playfields and Gymnasium during the periods of DISTRICT's possession of the Community Playfields and Gymnasium unless caused by the independent acts of CITY.

24. Insurance.

a. DISTRICT represents to CITY that DISTRICT is legally self-insured for its public liability and property damage risk through the Ventura County Schools Self Funding Authority (VCSSFA), a joint powers agreement (JPA), for one million dollars (\$1,000,000), and maintains qualified claims investigators for the purpose of administering its self-insured claims. DISTRICT's participation in VCSSFA shall protect against loss from liability imposed by law for damages to property or on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomsoever, resulting directly or indirectly from any act or activities of DISTRICT in the Community Playfields and Gymnasium or any person acting for

DISTRICT or under DISTRICT's control or direction in the Community Playfields and Gymnasium. Public liability and property damage insurance JPA participation, or an alternative form of insurance coverage at DISTRICT'S sole discretion, shall be maintained in full force and effect during the entire term of this Agreement, in the amount of no less than one million dollars (\$1,000,000), combined single limit liability. DISTRICT shall submit proof of JPA participation, or alternative insurance coverage, to the Finance Director of the CITY on or before the commencement of the Playfields Lease Term indicating full coverage of the contractual liability imposed by this Agreement and stipulating that the insurance selected by DISTRICT shall not be subject to cancellation, any change in coverage, reduction in limits or non-renewal, except after written notice to CITY by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereof.

b. CITY represents to DISTRICT that CITY is legally self-insured for its public liability risk for one million dollars (\$1,000,000), and maintains qualified claims investigators for the purpose of administering its self-insured claims. CITY shall protect against loss from liability imposed by law for damages to property or on account of bodily injury, including death there from, suffered or alleged to be suffered by any person or persons whomsoever, resulting directly or indirectly from any act or activities of CITY in the Community Playfields and Gymnasium or any person acting for CITY or under CITY's control or direction in the Community Playfields and Gymnasium. Such public liability and property damage self-insurance, or an alternative form of insurance coverage at CITY's sole discretion, shall be maintained in full force and effect during the entire term of this Agreement, in the amount of no less than one million dollars (\$1,000,000), combined single limit liability. CITY shall submit proof of self-insurance, or alternative insurance coverage, to DISTRICT on or before the commencement of this City Lease Term, indicating full coverage of the contractual liability imposed by this Agreement and stipulating that the insurance selected by CITY shall not be subject to cancellation, any change in coverage, reduction in limits or non-renewal, except after written notice to DISTRICT by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereof.

c. Neither DISTRICT nor CITY shall use or permit the use of the Community Playfields and Gymnasium for any purpose other than those allowed by this Agreement. DISTRICT at its sole cost and expense shall secure compliance with all insurance requirements necessary for the maintenance of reasonable fire insurance covering the Gymnasium. CITY at its sole cost and expense shall secure compliance with all insurance requirements necessary for the maintenance of reasonable fire insurance covering the Community Playfields.

25. Legal Proceedings. The Parties agree that the law of the State of California shall be used in interpreting this Agreement and will govern all disputes and determine all rights hereunder.

26. Verbal Agreements. The Agreement contains the complete expression of the whole agreement between the Parties hereto and no promises, representations, agreements, warranties, or inducements will be given effect, except as are fully set forth herein. This Agreement cannot be renewed, enlarged, modified, or changed in any respect except by written agreement between the Parties.

27. **Severance.** If any part of the Agreement is found by a court to be void or voidable, that part shall be severed from the remainder hereof, the latter to remain in full force and effect.

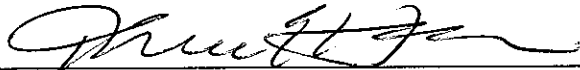
28. **Nondiscrimination.** DISTRICT, CITY, and all others who from time to time may use the property and recreational facilities described herein with the permission and on the terms and conditions specified by both Parties shall not discriminate in any manner against any person or persons on account of race, color, sex, religious creed, national origin, ancestry, age or mental or physical disability, medical condition, marital status or sexual orientation of any person, including, but not limited to, the providing of goods, services, facilities, privileges, advantages, and the holding and obtaining of employment.

29. **Amendments.** This Agreement may be amended, but only by written amendments, executed by both parties.

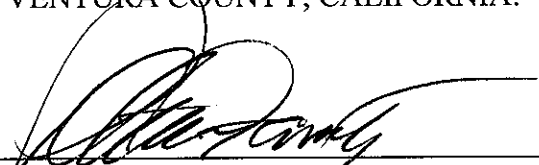
IN WITNESS WHEREOF, this Agreement is executed by the City of Oxnard by and through its Mayor upon approval of the City Council, authorizing such execution, and by the Rio School District acting by and through its Superintendent pursuant to a Resolution of its Board of Trustees.

THE CITY OF OXNARD

RIO SCHOOL DISTRICT
OF VENTURA COUNTY, CALIFORNIA:



Dr. Thomas E. Holden, Mayor



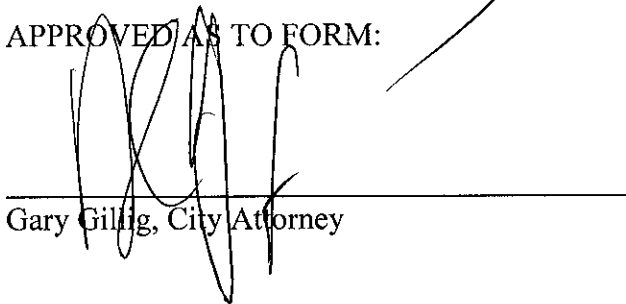
Dr. Patrick Faverty, Superintendent

ATTESTATION:



Daniel Martinez, City Clerk
















APPROVED AS TO FORM:

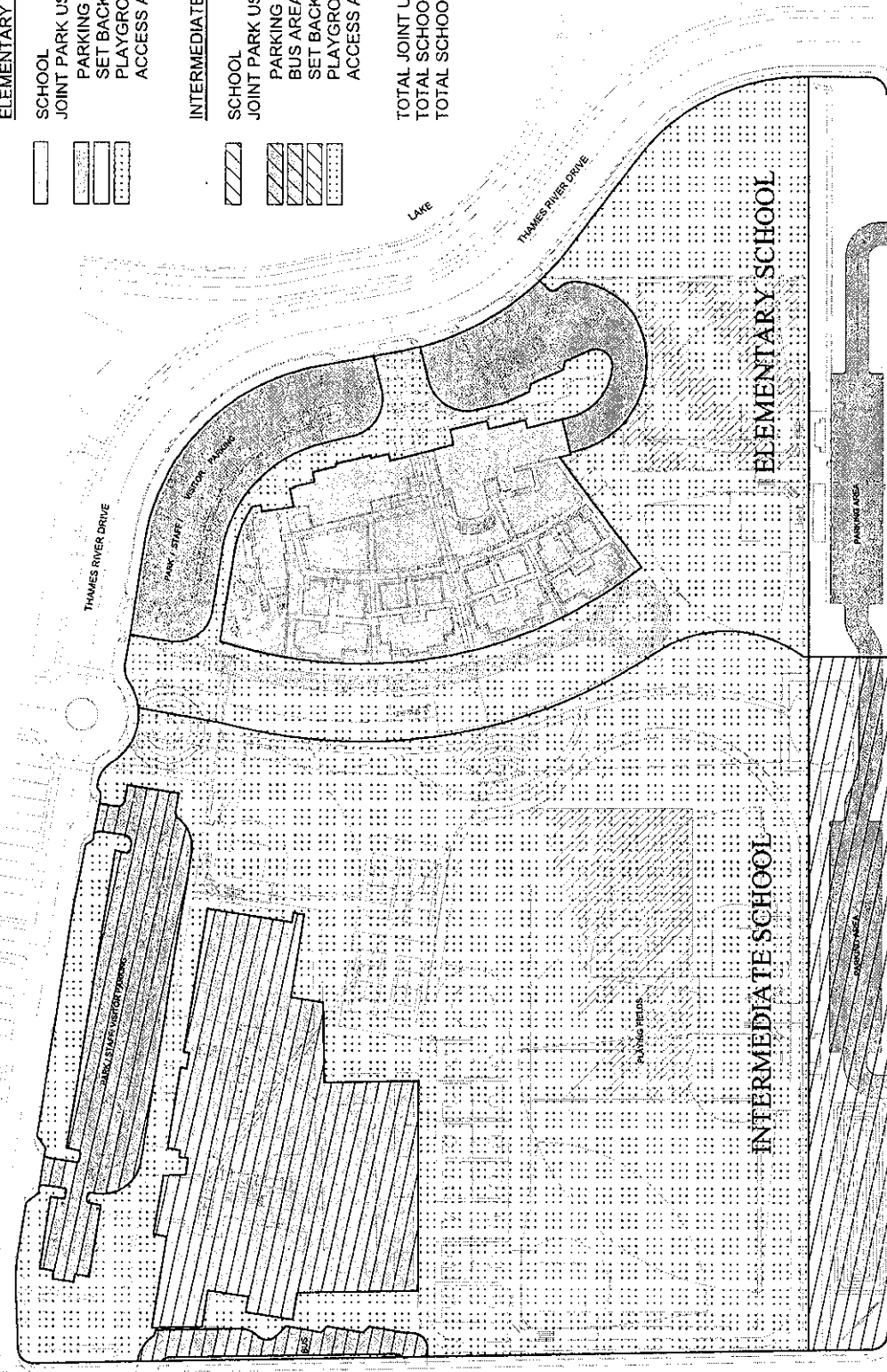


Gary Gillig, City Attorney

RIVERPARK JOINT USE AREAS

Legend

	ELEMENTARY SCHOOL	11.55 AC
	SCHOOL	2.47 AC
	JOINT PARK USE AREA	9.08 AC
	PARKING	2.14 AC
	SET BACK	1.21 AC
	PLAYGROUND/ ACCESS AREAS	5.73 AC
		9.08 AC
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	INTERMEDIATE SCHOOL	19.10 AC
	SCHOOL	2.63 AC
	JOINT PARK USE AREA	16.47 AC
	PARKING	1.82 AC
	BUS AREA	0.24 AC
	SET BACK	1.30 AC
	PLAYGROUND/ ACCESS AREAS	13.11 AC
		16.47 AC
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	TOTAL JOINT USE AREAS	25.55 AC
	TOTAL SCHOOL AREAS	5.10 AC
	TOTAL SCHOOL PARCEL	30.65 AC



SCALE 1" = 200'

172-8074



January 19, 2004
HUIT-ZOLLARS
 430 Exchange, Suite 200 Irvine, CA 92602
 Phone (714)734-5100 FAX (714)734-5155

RIVERPARK
 RiverPark Development, LLC

EXHIBIT "B"

MEMORANDUM OF UNDERSTANDING CONCERNING USE OF SCHOOL AND PARK FACILITIES

This Memorandum of Understanding is entered into by the City of Oxnard ("City") and the Rio School District of Ventura County, California ("District") and is dated effective April 20, 2004.

The City and the District have entered into an Agreement entitled "JOINT SCHOOL/PARK USE AGREEMENT FOR OPERATION AND USE OF THE SCHOOL AND PARK FACILITIES IN THE RIVERPARK SPECIFIC PLAN AREA" dated for reference purposes April 20, 2004 ("Use Agreement").

The Use Agreement governs the joint use of a school park facility of about 30 acres (the "Site") in the RiverPark Specific Plan Area of the City of Oxnard ("RPSPA"), in which area the City and the District anticipate that approximately 2800 homes will be developed. The homes will be in the District's boundaries. About 25.55 acres of the Site are to be devoted to recreational use, primarily organized youth baseball and softball activities (the "Park").

The Use Agreement, among other things, provides for use by the District of the Park during school hours and use by the City of the Park after school hours.

The parties to this Memorandum of Understanding recognize that the interests of the District and City are similar insofar as providing recreational opportunities to children.

The District presently provides the El Rio American Softball Association ("ASA") and El Rio Little League Baseball ("LLB"), with the use of playing fields at District facilities for use by District students and residents in the District area, and will continue to do so.

The District wishes to continue to help provide opportunities for children residing within the District's boundaries to participate in organized softball activities through the ASA, and organized baseball activities through LLB. The District anticipates that additional demand for fields will be created due to the development of the RPSPA and due to population increase in general.

The City is willing to cooperate in the creation of opportunities for use of the Park by ASA and LLB, provided that both the City and the District recognize that scheduling priority will be given to those organized youth leagues or teams that include the RPSPA in their service areas.

Based upon the foregoing, the District and the City agree the City will cooperate with the District and ASA and LLB, and will schedule ASA softball games and LLB baseball games at the Park with scheduling priorities equal to those implemented for other organized leagues seeking to use the Park provided that ASA and LLB give priority to youth residing within the RPSPA and offer opportunities to participate in ASA and LLB programs to all children and

youth within the District. The parties also agree that the City's cooperation in this request is based upon ASA and LLB continuing to use to the fullest extent the existing fields at Rio Plaza Elementary School and Rio Del Valle Junior High School.

CITY OF OXNARD

Date: _____

By: EXHBIT
Dr. Thomas E. Holden, Mayor

ATTEST:

EXHBIT
Daniel Martinez, Secretary

APPROVED AS TO FORM:

By: EXHBIT
Gary L. Gillig, General Counsel

RIO SCHOOL DISTRICT OF VENTURA COUNTY

Date: _____

By: EXHBIT
Its: _____

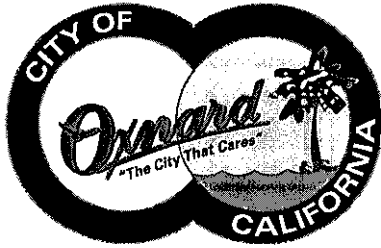


EXHIBIT "C"

Public Works • Parks and Facilities Division
1060 Pacific Ave, Bldg. 3 • Oxnard, CA 93030
(805) 385-7950 • (805) 385-8946 • Fax (805) 385-7962

October 16, 2003

City of Oxnard Maintenance Standards for Gymnasiums

Custodial Maintenance

1. All floors are to be mopped and swept daily.
2. Linoleum floors are to be stripped and waxed every six months.
3. Any carpet runners are to be vacuumed daily.
4. Restrooms are to be cleaned a minimum of once per day.
5. Trash is to be emptied daily.
6. All glass areas are to be cleaned daily.
7. Graffiti shall be removed immediately, as needed.
8. Water fountains are to be sanitized daily.

General Maintenance

1. HVAC- change filters once a month. Twice a year inspections and adjustments as needed
2. Floors- Stripped and resurfaced once per year. Every fifth year floors are to be stripped and sanded to bare wood and then resurfaced.
3. Re-pad backboards as needed.
4. Inspect backboard motors once per year.
5. Sand and refinish bleachers once per year.
6. Grease roller tracks on bleachers once per month.
7. Inspect volleyball standards and netting once per year.
8. Replace scoreboard lights as needed.
9. Paint all entry doors and roll-up doors once per year.
10. Paint interior walls once per year.
11. Rain gutters are to be inspected once a month.
12. Security systems (cameras) are to be inspected once per year.
13. Fire sprinklers are to be inspected once per year.
14. Light bulbs shall be replaced as needed
15. Outside lighting shall be replaced as needed

In addition to the above standards, the attached Preventive Maintenance List shall be followed.