

**MEMORANDUM OF UNDERSTANDING FOR JOINT
FIRE STATION OWNERSHIP, OPERATION AND
MAINTENANCE BETWEEN THE CITY OF OXNARD AND
THE VENTURA COUNTY FIRE PROTECTION DISTRICT**

This Agreement is made effective the 16th day of September, 2003, by and between the City of Oxnard ("City"), a municipal corporation, and the Ventura County Fire Protection District ("District"), a special district organized under the provisions of Health and Safety Code section 13800 et seq. of the State of California. The purpose of this Agreement is to provide for the cooperative ownership, operation and maintenance of a joint fire station facility owned by both the City and the District.

RECITALS

WHEREAS, the City and District desire to jointly operate a fire station facility, and in furtherance thereof have made separate agreements with RiverPark A, LLC and RiverPark B, LLC for construction of a joint fire station facility located in Oxnard, California, on the property legally described in the attached Exhibit A ("the property"); and

WHEREAS, the property is being developed with a single building housing both a District fire station and a City fire station with a shared common area; and

WHEREAS, both the City and the District desire to cooperate to the maximum extent possible to achieve objectives of both independent and common interest with respect to the delivery of emergency fire services; and

WHEREAS, both parties intend that the property be acquired, held, used, maintained, sold and conveyed subject to the provisions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the following covenants, the parties agree the property shall be acquired, held, operated, maintained, conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part, subject to this Agreement. All of the provisions of this Agreement are declared and agreed to be established for the purpose of enhancing and protecting the utility and attractiveness of the property for fire station use.

COUNCIL APPROVAL
DATE: 9/16/03 AGENDA # I-3

All of the provisions shall constitute covenants which run with the land for all purposes and shall be binding upon and inure to the benefit of the City, the District, and their successors in interest, as set forth in this Agreement. The covenants shall terminate upon termination of this agreement pursuant to Article IX.

ARTICLE I

Definitions

A. Building - The term "Building" shall mean the structure housing the two fire stations.

B. Common Area - The Common Area consists of the portions of the Building and property available, shared, and used for the benefit of both parties. Upon completion of construction contemplated by this Agreement, the Common Area shall be delineated upon a map of the site which shall be attached hereto as Exhibit B (the "Site Map"). "Common Area" as used in this Agreement shall also include all structures, fixtures, landscaping and hardscape installed within the Common Area as so delineated.

C. Common Area Improvements - Includes shared improvements to the Common Area including but not limited to: facades, common walls, exterior paint, landscaping, plants, irrigation sprinklers, hardscaping, driveways, parking areas, exterior pavement, walkways, poles, signs, fencing, gates, waste sump maintenance, drainage, rubbish enclosure and service, exterior lighting, curbs, bumpers, common water, gas, electric, sewer lines and service, motor fuel facilities, hose rack, emergency generator, roof, gutter systems and common communication equipment and systems. "Common Area Improvements" also include any improvements, equipment, or fixtures not located within the Common Area the use of which the parties mutually agree will be jointly shared pursuant to the terms of this Agreement. Such additional Common Area Improvements shall be defined on a list, which may be modified from time to time, which shall be attached hereto as Exhibit C.

ARTICLE II

Title to the Station and Right to Occupancy

The parties agree to take title to the property as tenants-in-common, each receiving an undivided one-half interest. Notwithstanding the foregoing, the parties agree that each party shall have the right to exclusive occupancy of that part of the property shown on the

Site Map as the location of its separate fire station (the "Separate Occupancy Area"). The parties agree to share occupancy of the Common Area and use of the Common Area Improvements as set forth in Article VI of this Agreement. The parties agree that the property and all of the improvements thereon shall be used for fire station use only.

ARTICLE III

Meet and Confer

The City and the District agree to meet and confer as necessary, but not less than once per year, to coordinate the operation, maintenance, and repair of the property, the structures thereon, and the Common Area Improvements to their mutual benefit and agreement. Neither party shall unreasonably withhold cooperation, agreement, or approval.

ARTICLE IV

Operation, Maintenance, and Repair of Separate Facilities

Each party shall be solely responsible for the operation of its Separate Occupancy Area. Each party shall retain ownership of all material, supplies, and equipment it places or uses within its Separate Occupancy Area, even if such material, supplies, or equipment would otherwise be deemed a "fixture" on the property. Each party agrees to operate, maintain, and repair its Separate Occupancy Area, and any services or appurtenances, which are individual and specific to its portion of the facility, at its own expense. Such maintenance and repair includes, but is not limited to: the structure, decorative treatments, roof covering, doors and windows, fixtures, furnishings, appliances, utility lines and services, mechanical systems and devices, and communication systems and devices.

The parties agree the Separate Occupancy Areas will each be provided with separately metered electric, water, and gas utilities, and that each party will pay its own cost for these utility services.

ARTICLE V

Signage

The City and District agree that each must provide and maintain its own sign monuments identifying its portion of the fire station for the public. The signs must be of

an agreed size and design, and must be substantially similar.

ARTICLE VI

Operation, Maintenance, and Repair of Common Areas

The City and District agree there are areas, structural, architectural, interior and exterior, systems, devices, utilities and services that will be used in common and shared equally between the parties. The parties further agree that Common Areas shall be kept in a clean, sound, and serviceable condition. Each party agrees to share equally in the cost of operation, maintenance, repair, and service for the Common Area and the Common Area Improvements.

No Common Area Improvements shall be erected, placed, altered, installed, maintained, repaired or approved without joint consultation and subsequent joint approval by both parties. Neither party shall unreasonably withhold approval.

Each party agrees not to unnecessarily impede the access and use of the Common Area by the other party.

The District agrees to provide and maintain a hose maintenance rack for common use by both parties.

The District agrees to provide and maintain an aboveground fuel station, providing both diesel and gasoline motor fuels for common use by both parties.

The District will bill the City, and the City will pay within 30 days of billing, for full reimbursement of the cost of the motor fuel used by the City.

The City agrees to provide and maintain an emergency generator serving the entire fire station facility.

The City agrees to provide and maintain rubbish service. The City will bill the District, and the District will pay within 30 days of billing, for full reimbursement of one half the cost of the rubbish service.

The parties agree the Fire Captains from both the City and the District assigned to the fire station will confer and develop a written weekly schedule to equally share the workload for the maintenance and repair of the Common Area. The weekly schedule will be reviewed and adjusted as necessary, but not less than each January, to maintain

the Common Area in a safe condition, and attractive appearance.

ARTICLE VII

Damage, Repair, Risk Management

The parties agree that any damage or excessive wear and tear caused to the property, any structures thereon, the Common Area, or the Common Area Improvements by the exclusive actions of one of the parties, which did not benefit the other party, will be repaired immediately at the exclusive expense of the party causing the damage. Damage caused by the joint action of, or to the benefit of, both parties shall be repaired immediately with both parties sharing equally in the expense.

If damage is caused by a third party, the City and District agree to cooperate in the recovery of repair costs from the third party. The City will take the lead in pursuing cost recovery for any events occurring in even-numbered years. The District will take the lead in pursuing cost recovery for any events occurring in odd-numbered years.

In the event of a claim by a third party for injury or damage suffered within the Separate Occupancy Area of either the City or the District, or if the claim is made exclusively upon either the City or the District, the party upon whom the claim is made will provide its own risk management services. The provisions of this paragraph shall not be deemed to foreclose either party from seeking indemnification or contribution from the other party if it determines in good faith that such other party may be responsible in whole or in part for the claimed injury or damage.

In the event of a claim by a third party for injury or damage suffered within the Common Area, or if the claim is made jointly upon both the City and the District, both parties agree to cooperate fully in risk management.

ARTICLE VIII

Easements and Rights of Entry

Rights of entry within the property boundary are reserved and shall be limited to the personnel, officials, agents, contractors, guests and customers of each party necessary for the specific business operations. Right of entry shall not be granted by either party to a third party for any purpose not directly related or necessary to the business, operation, maintenance or repair of the fire station.

Easements within the property boundary are reserved and shall be limited to those specific utilities, lines, pipes, and services necessary to the business, operation, maintenance and repair of the facility. No easement across any part of the property shall be granted without joint consultation and subsequent joint agreement. Easements shall not be granted to a third party not directly related or necessary to the business, operation, maintenance or repair of the fire station.

ARTICLE IX

Termination and Title Transfer

A. Termination: This Agreement may be terminated by either party giving written notice to the other not less than one hundred eighty (180) days before the termination date. Termination pursuant to this paragraph shall be subject to the provisions of Paragraphs B through E, below.

In the event both the City and the District jointly decide to cease operating fire stations on the property, the parties agree to cooperate in the disposition of the property through the services of a licensed real estate broker, subject to any laws or regulations controlling the parties' disposition of real property. Any proceeds from the sale or lease of the property shall be divided first between the Common Area and the Separate Occupancy Areas based upon the proportional values of those parts of the property as established by a then current appraisal provided by a licensed/certified real estate appraiser jointly selected by the parties. The proceeds received for the Common Area shall be divided equally between the parties. The proceeds for the Separate Occupancy Areas shall be divided proportionately based on the relative values of the Separate Occupancy Areas as established by the appraisal.

B. Right of Purchase on Termination: Upon receipt of written notice that a party intends to terminate this Agreement, the non-terminating party shall have the right, but not the obligation, to purchase the interest of the terminating party. Such right must be exercised by notice in writing to the terminating party within sixty (60) days from the receipt of the notice of termination. The purchase price shall be the fair market value of comparable property (and structures on the property), determined pursuant to the process set forth in Paragraph C below.

C. Purchase Price: The parties shall engage in the following appraisal process to establish the purchase/sale price for the property and building subject to the exercise of the right to purchase.

1. The party giving notice of exercise of its right must state in the notice the name and address of a real property appraiser, licensed/certified by the State of California, whom that party appoints to represent it in appraising the value of its interest in the part of property and building to be transferred. The other party must, within 30 days of the date the exercising party mailed its notice, notify the exercising party in writing of the name and address of a real property appraiser, licensed/certified by the State of California, whom that party appoints to represent it in appraising the value of its interest in the part of property and building to be transferred. The two appraisers appointed by the parties must, within 15 days after the mailing of the notice appointing the second appraiser, meet and select a third, independent appraiser to serve with them in establishing the purchase/sale price for the assets. The fees charged by the third appraiser will be shared equally by the parties. The parties' appraisers must each prepare a full appraisal of the assets to be transferred.
2. Within 75 days after the mailing of the notice exercising the right, the parties' appraisers must exchange and submit their appraisals to the independent appraiser who must, within 10 days after receipt of both appraisals, (a) choose one of the appraisals as establishing the price to be paid for the assets, and (b) notify the parties of that choice. The parties agree the price chosen by the independent appraiser will be the price paid for the assets.

D. Closing: The parties agree the purchase price will be paid and title transferred to the purchaser not later than the termination date.

E. Effect of Termination: If the non-terminating party purchases the terminating party's interest in the property, this Agreement and any use restrictions established herein shall terminate completely and fully upon the transfer of title of such interest.

If the non-terminating party does not purchase the terminating party's interest in the property, this Agreement will terminate, subject to the 180-day minimum notice period, on the date stated in the notice, provided, however, that the following use restriction shall remain in effect and be binding upon the parties and their successors in interest unless and until such time as the entire property interest is owned by only one entity. Notwithstanding any provision of law relating to or establishing any right of a tenant-in-common, the parties understand and agree that so long as one party is using the property for a fire station, the public health, safety, and welfare would be adversely affected by any use of any other portion of the property which the party operating the fire

station determines is not compatible with its fire station use. Therefore, notwithstanding the termination of this Agreement at the request of one party, so long as the other party is operating a fire station use on the property, no use other than fire station use shall be permitted on the property without the prior written consent of the operating party. The operating party agrees to consider and reasonably approve any alternative use proposed by the terminating party, provided, however, that any such approval shall be subject to appropriate restrictions to permit use and occupancy of the Common Area and Common Area Improvements by the operating party.

Should a portion of the fire station facilities remain vacant following termination of this Agreement at the request of one party, the non-terminating party shall have the exclusive right to use and occupy, and the obligation to maintain, the Common Area, and shall have the exclusive right to use, and the obligation to maintain, the Common Area Improvements. The terminating party must, however, continue to maintain its Separate Occupancy Area.

ARTICLE X

Dispute Resolution

The City and the District agree that operational disputes must be resolved at the lowest possible level within each organization. The Station Captain for the City and the Station Captain for the District shall have full authority and responsibility over their respective agency's portion of the facility and the personnel assigned to their company during their assigned shift. It is the intent of this Agreement that the assigned Captains from both agencies work together to resolve any issues that may arise. The following procedure shall be used to resolve operational disputes between the agencies:

A. Informal: The assigned Station Captains shall first meet informally to discuss and resolve any issues. Such discussions shall be held within 14 days of either party becoming aware of the issue. If the matter cannot be resolved informally between the Captains, it shall progress to step B.

B. Formal: Within 14 days of the informal discussion required in step A, the Captain bringing the issue forward shall describe the issue fully, in writing, including the substance and results of the informal attempt to resolve the matter. The written grievance shall be presented to the Captain from the other agency, who will then have 14 days to provide a written response. In the event that the issue remains unresolved, or a written response was not received within 14 days, the issue shall progress to step C.

C. Formal - Battalion Chief: Within 14 days of receiving an unsatisfactory written response, or no written response within the allowable time, the Captain bringing the issue forward shall bring the written grievance and any written response, or documentation of no response, to the assigned Battalion Chief. Within seven days of receiving the grievance, the Battalion Chief shall meet and discuss the issue with the assigned Battalion Chief from the other agency. Both Battalion Chiefs shall endeavor to resolve the issue. Within seven days of the discussion between Battalion Chiefs, a written response will be attached to the grievance. If a satisfactory resolution is agreed upon, it shall be put in writing, signed by both Battalion Chiefs, and attached to the grievance with copies provided to each assigned Captain. If no satisfactory resolution is agreed upon between the Battalion Chiefs, a written statement, signed by both Battalion Chiefs, giving reason for the lack of satisfactory resolution shall be attached to the grievance document.

The issue shall then be presented to the second level manager within seven days of the discussion between Battalion Chiefs.

D. Formal-Division Chief/Assistant Chief: The Assistant Chief for the City and the assigned Division Chief for the District are the second level managers for each respective agency. Within seven days of receiving the grievance package, the District Division Chief and City Assistant Chief shall meet to discuss the issue, and endeavor to develop a satisfactory resolution. Within seven days of the meeting, a written statement, signed by both, shall be attached to the grievance. If a satisfactory resolution was agreed upon, a written copy shall be provided to each assigned Battalion Chief, and each assigned Captain. If no satisfactory resolution is reached, the written statement shall be attached to the grievance and forwarded to the Fire Chief of each agency.

E. Formal-Fire Chief: Within seven days of receiving the grievance package, the Fire Chief of the City and the Fire Chief of the District shall meet to discuss the issue and endeavor to develop a satisfactory resolution. The Fire Chiefs shall exhaust any and all administrative means to develop a satisfactory resolution. Any resolution so developed shall be placed in a written statement, signed by both, with copies distributed as appropriate to implement the resolution. If the Fire Chiefs have exhausted any and all administrative means to resolve the issue in a satisfactory manner without success, the parties shall forward the issue to the Oxnard City Council and the Ventura County Fire Protection District Board of Directors for consideration and action. If the City Council and the Board of Directors determine they are unable to reach a mutually acceptable resolution, the issue shall be submitted to arbitration.

F. Arbitration: In the event a dispute has not been satisfactorily resolved

through the preceding steps, the issue shall then be submitted to arbitration. Such arbitration shall be governed by the provisions of the Code of Civil Procedure of the State of California. The party carrying the issue forward shall notify the Fire Chief of the other party, in writing, that they wish to submit the matter to arbitration. The parties shall have 15 calendar days from the date of written notification in which to identify a mutually acceptable arbitrator.

If the parties fail to agree on an arbitrator within the 15 days allowed, the parties shall immediately request the State Conciliation Service to provide a list of five potential arbitrators. As soon as practicable following receipt of the list, the parties shall alternately strike names from the list.

The party making the first strike shall be determined by lot. The final remaining name shall be the arbitrator for the issue.

The costs of the arbitrator shall be born by the losing party as determined by the arbitrator. Each party shall be responsible for the cost of their own witnesses, and other expenses incidental to their case.

The arbitrator may interpret the Agreement, but shall have no authority to alter, amend, change, add, or subtract from any of the terms of this Agreement. The arbitrator shall determine if there has been a violation of the Agreement with respect to the disputed issue at hand, and shall determine and award the remedy necessary to correct the disputed issue. The decision and/or award of the arbitrator shall be based solely upon the evidence and arguments presented by the respective parties. The decision and/or award of the arbitrator shall be final and binding upon the City and the District.

ARTICLE XI

General Provisions

A. Indemnification: Neither party will be liable to the other party for any damage, liability, claim or cause of action for damage to, or destruction of, property or for injury to or death of persons arising solely from any act or omission of the other party's officers, agents, and employees.

City agrees to indemnify, hold harmless, and defend (upon written request) District, its officers, employees, and agents from any and all loss, damage, liability, claim, or cause of action of every nature whatsoever for physical injury to or death of any person, including City's officers, employees, and agents which may arise out of any act

or omission of City, its officers, employees, or agents.

District agrees to indemnify, hold harmless, and defend (upon written request) City, its officers, employees and agents from any and all loss, damage liability, claim, or cause of action of every nature whatsoever for physical injury to or death of any person, including District's officers, employees, and agents which may arise out of any act or omission of District, its officers, employees or agents.

The party against whom any claim arising from any use of the property and/or under this Agreement is filed will give prompt notice of the filing of the claim to the other party.

B. Notifications: All notifications pursuant to this Agreement shall be in writing, and all such notices and any other document to be delivered shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the party for whom intended as follows:

District

Fire Chief
Ventura County Fire Protection District
165 Durley Avenue
Camarillo, CA 93010

City

Fire Chief
City of Oxnard
251 South C Street
Oxnard, CA 93030

Either party may, from time to time, by written notice to the other, designate a different address or contact person, which shall be substituted for the one above specified. Notices, payments and other documents shall be deemed delivered upon receipt by personal service or as of the third (3d) day after deposit in the United States mail.

C. Entire Agreement: This Agreement constitutes the entire agreement of the parties concerning the subject matter hereof and all prior agreements or understandings, oral or written, are hereby merged herein.

This Agreement shall not be amended in any way except by a writing expressly purporting to be such an amendment and signed by the parties.

D. Interpretation: Should interpretation of this Agreement, or any portion thereof, be necessary, it is deemed that this Agreement was prepared by the parties jointly and equally, and shall not be interpreted against either party on the ground that the party prepared the Agreement or caused it to be prepared.

E. Force Majeure: District and City agree that neither City nor District shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to, acts of God, strikes, lock-outs, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

F. Waiver: No waiver of the breach of any of the covenants, agreements, restrictions, or conditions of this Agreement by either party shall be construed to be a waiver of any succeeding breach of the same or other covenants, agreements, restrictions, or conditions of this Agreement. No delay or omission of either party in exercising any right, power or remedy herein provided in the event of default shall be construed as a waiver thereof, or acquiescence therein, or be construed as a waiver of a variation of any of the terms of this Agreement.

G. Headings: The captions and headings of the various Articles and Paragraphs of this Agreement are for convenience and identification only and shall not be deemed to limit or define the content of the respective Articles and Paragraphs.

H. Severability: If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

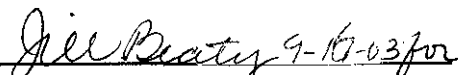
CITY OF OXNARD

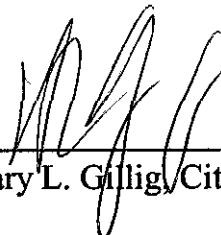
Dated: September 16, 2003

By: 
Dr. Manuel M. Lopez

ATTEST:

APPROVED AS TO FORM:

By:  9-16-03 for
Daniel Martinez, City Clerk

By: 
Gary L. Gillig, City Attorney

VENTURA COUNTY FIRE
PROTECTION DISTRICT

Dated: 9/24/03

By: 
Bob Roper, Fire Chief

Exhibit A

Legal Description of Fire Station Site

10-0921-04 (A)
03-12-03
Revised
08-08-03

LEGAL DESCRIPTION FIRE STATION SITE

That portion of the Rancho Santa Clara Del Norte, in the County of Ventura, State of California, as shown on the map recorded in Book 3, Page 26 of Miscellaneous Records in the office of the County Recorder of said County, described as follows:

Commencing at the most Southerly corner of that certain parcel of land described in the Grant Deed recorded October 11, 1995 as Instrument No. 95-122785 of Official Records in the office of said County Recorder; thence along the Southeasterly line of said parcel of land, the following courses: North 32°54'38" East 14.75 feet to the TRUE POINT OF BEGINNING, and continuing North 32°54'38" East 195.18 feet; thence leaving said Southeasterly line North 57°05'22" West 302.56 feet; thence South 33°10'41" West 101.22 feet; thence South 37°11'47" West 32.56 feet; thence South 38°51'57" West 116.30 feet; thence South 55°27'02" West 34.99 feet; thence South 54°16'03" West 32.72 feet to the beginning of a non-tangent curve concave Southerly having a radius of 343.00 feet, a radial of said curve to said point bears North 11°04'02" West; thence Easterly 264.49 feet along said curve through a central angle of 44°10'53"; thence South 56°53'09" East 63.50 feet to the beginning of a curve concave Northerly having a radius of 21.00 feet; thence Southeasterly, Easterly, and Northeasterly 33.07 feet along said curve through a central angle of 90°14'01"; thence non-tangent South 57°07'10" East 18.89 feet to the TRUE POINT OF BEGINNING.

Containing an area of 1.630 acres, more or less.

Subject to covenants, conditions, reservations, restrictions, rights of way and easements, if any, of record.

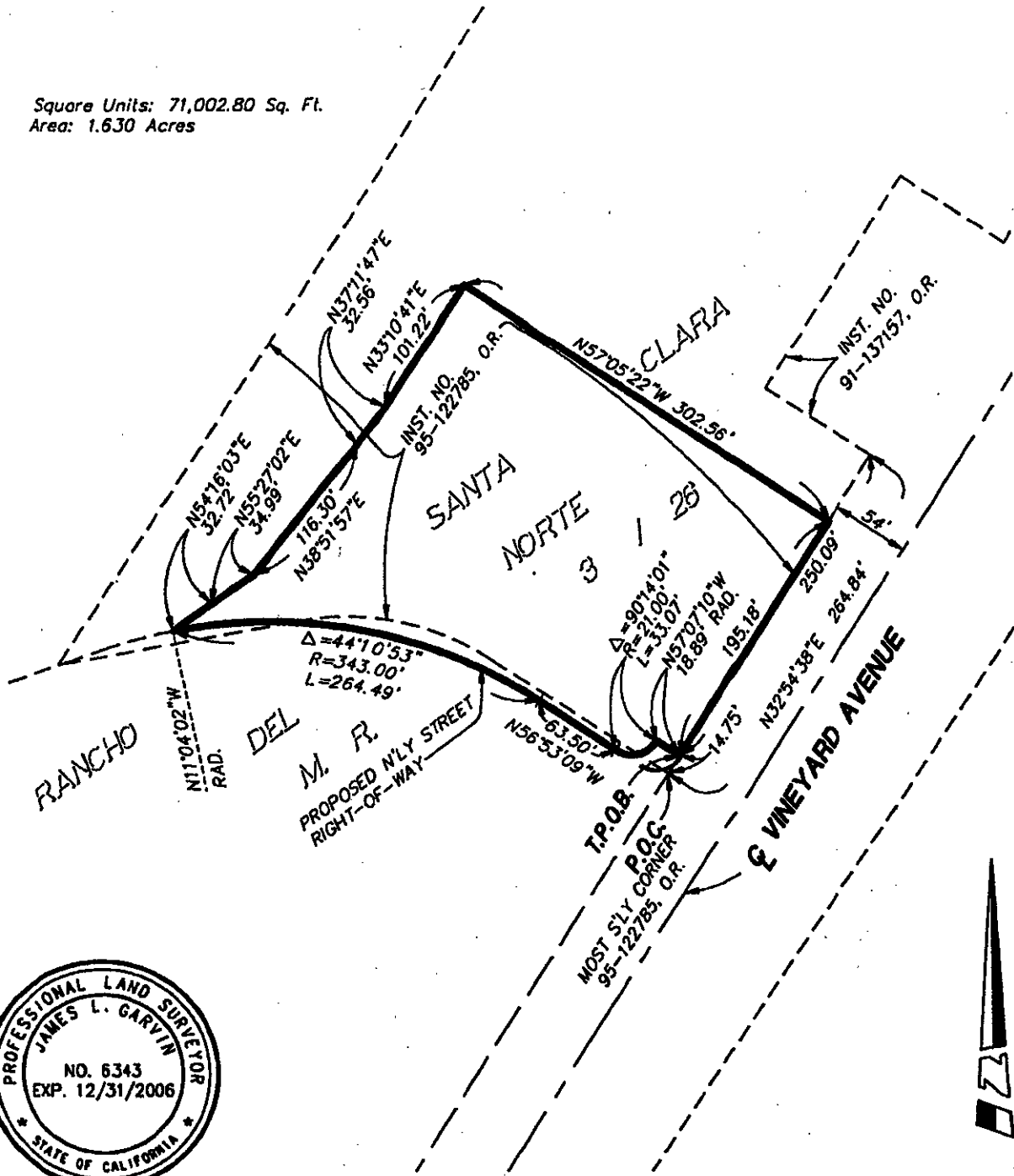

JAMES L. GARVIN, PLS 6343



Exhibit B

Site Map

Square Units: 71,002.80 Sq. Ft.
 Area: 1.630 Acres



REVISED: 8/8/2003

HUITT-ZOLLARS

Huitt-Zollars, Inc. Irvine
 430 Exchange, Suite 200, Irvine, CA 92602-1309
 Phone (714) 734-5100 Fax (714) 734-5155

APPROVED BY

James L. Garvin 8-8-2003

SKETCH TO ACCOMPANY
 A LEGAL DESCRIPTION

FIRE STATION SITE

SCALE	1"=100'
DRAWN BY	MPD
CHECKED BY	J.L.G.
DATE	3/12/2003
JOB NO.	10-0921-04

Parcel name: fire-02

North: 26383.1012 East : 24164.2055
Line Course: N 32-54-38 E Length: 195.18
North: 26546.9586 East : 24270.2525
Line Course: N 57-05-22 W Length: 302.56
North: 26711.3483 East : 24016.2474
Line Course: S 33-10-41 W Length: 101.22
North: 26626.6298 East : 23960.8555
Line Course: S 37-11-47 W Length: 32.56
North: 26600.6935 East : 23941.1714
Line Course: S 38-51-57 W Length: 116.30
North: 26510.1403 East : 23868.1933
Line Course: S 55-27-02 W Length: 34.99
North: 26490.2969 East : 23839.3742
Line Course: S 54-16-03 W Length: 32.72
North: 26471.1884 East : 23812.8137
Curve Length: 264.49 Radius: 343.00
Delta: 44-10-53 Tangent: 139.21
Chord: 257.99 Course: S 78-58-36 E
Course In: S 11-04-02 E Course Out: N 33-06-51 E
RP North: 26134.5673 East : 23878.6561
End North: 26421.8585 East : 24066.0402
Line Course: S 56-53-09 E Length: 63.50
North: 26387.1678 East : 24119.2267
Curve Length: 33.07 Radius: 21.00
Delta: 90-14-01 Tangent: 21.09
Chord: 29.76 Course: N 77-59-51 E
Course In: N 33-06-51 E Course Out: S 57-07-10 E
RP North: 26404.7571 East : 24130.6992
End North: 26393.3564 East : 24148.3351
Line Course: S 57-07-10 E Length: 18.89
North: 26383.1012 East : 24164.1990

Perimeter: 1195.49 Area: 71,002.39 sq.ft. 1.6300 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0065 Course: N 89-34-08 W
Error North: 0.00005 East : -0.00654
Precision 1: 183,920.00

Exhibit C

Common Area Improvement List

Exhibit C

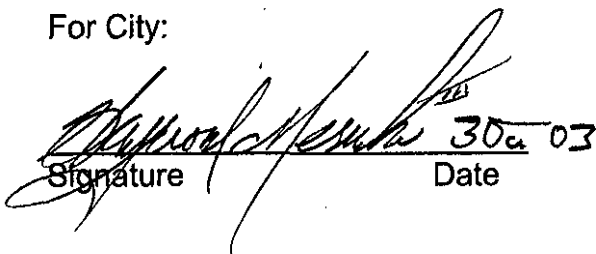
Common Area Improvements

August 21, 2003


Facades
Common Walls
Exterior Paint
Landscaping
Plants
Irrigation Sprinklers
Hardscaping
Driveways
Parking Areas
Exterior Pavement
Walkways
Poles
Signs
Fencing
Gates
Waste Sump Maintenance
Drainage
Rubbish Enclosure
Rubbish Service
Exterior Lighting
Curbs
Bumpers
Common Water, Gas, Electric, Sewer lines and service
Motor Fuel Tanks and Enclosures
Hose Rack
Emergency Generator
Roof
Gutter Systems
Common Communication Equipment and Systems
Sand Storage Enclosure
Sand Supply

In Agreement,

For City:


Signature _____ Date 30th 03

For District:


Signature _____ Date 9/24/03