

STAFF REPORT



ITEM NO. 13
CITY OF OCEANSIDE

DATE: January 9, 2008
TO: Honorable Mayor and City Councilmembers
FROM: Economic and Community Development Department
SUBJECT: **AMENDED AND RESTATED PROPERTY USE AGREEMENT
WITH IVEY RANCH PARK ASSOCIATION**

SYNOPSIS

Staff recommends that the City Council approve an Amended and Restated Property Use Agreement with Ivey Ranch Park Association for the use of a portion of Ivey Ranch Park providing for the expansion of equestrian center activities through the existing expiration date of December 31, 2031, and authorize the City Manager to execute the document.

BACKGROUND

Ivey Ranch Park Association ("Ivey Ranch") has been providing educational and recreational services to able-bodied and disabled persons at Ivey Ranch Park (the "Park") since April 1982. The services provided to the community by Ivey Ranch include a toddler program, preschool, before and after-school care, facility-based and in-home respite care, able-bodied and therapeutic horseback riding, summer camp, adapted aquatics, and community gardening. Other service providers located at the Park are Canine Companions for Independence ("Canine Companions") and Casa de Amparo ("Casa") (collectively referred to as the "Other Users"). All of these organizations provide services for persons and families with special needs.

The equestrian program has continued to expand over the last several years and Ivey Ranch is requesting the use of the center portion of the Park for stables and a larger riding arena to accommodate the needs of this growing activity. The proposed use of the additional area of the Park by Ivey Ranch would call for an amendment to the current property use agreement under which it currently uses and occupies portions of the Park.

ANALYSIS

Ivey Ranch has presented its proposal to expand the equestrian center activities to Canine Companions and Casa, both of whom have provided Ivey Ranch with letters of support for this project (letters attached for reference).

Terms and conditions of an amended and restated property use agreement have been negotiated with Ivey Ranch to provide for its use of the currently vacant and unused center portion of the Park with specific performance conditions and obligations, as summarized below:

Premises: The portion of the Park not occupied by the Other Users, excluding common areas, i.e., road and parking areas.

Uses: Include a toddler program, preschool, before and after-school care, facility-based and in-home respite, able-bodied and therapeutic horseback riding, summer camp, adapted aquatics, and community gardening, and related administration and office uses.

Term: To remain the same as the current term which commenced on January 1, 2001, and expires on December 31, 2031, with one (1) option to extend the term for an additional ten (10) years, which option is subject to City Council approval.

Conditions: Development of Equestrian Facility. Ivey Ranch will have one (1) year from the effective date of the amended and restated property use agreement (the "Agreement") to prepare plans and specifications, and obtain all necessary environmental and entitlement approvals, a building and grading permit, if required, for the construction and improvement of the equestrian center in the center area of the Park. Ivey Ranch shall provide evidence of its satisfaction of this condition within thirty (30) days after the expiration of said one (1) year period.

Within six (6) months of receiving the building or grading permit, whichever occurs first, Ivey Ranch will be required to complete the arena component of the equestrian center. If no permits are required for the arena improvements, Ivey Ranch will have to complete construction of the improvements within the above stated one (1) year period.

Within two (2) years of the issuance of the building permit, complete the construction of a shedrow barn (paddocks/stables) to board the horses used in the riding programs.

Business Plan. Within ninety (90) days from the effective date of the Agreement, Ivey Ranch will be required to provide a business plan that sets forth:

- a conceptual development plan, showing the nature and location of all improvements to be made for the equestrian facility, which conforms to zoning and land use regulations, including, but not limited to, setback requirements;
- a strategy and schedule for the development of the equestrian facility; and
- a financing plan for the equestrian facility project.

Entry Sign. Within sixty (60) days of the effective date of the Agreement, Ivey Ranch will be required to provide proof that it has cooperated with Casa in replacing and co-identifying both entities on a new entry monument sign or has entered into a written agreement of such cooperation.

Early Termination. In addition to the other terms and conditions of the Agreement with respect to each party's termination rights, the Agreement shall immediately terminate and be of no force or effect upon the following:

- Ivey Ranch's failure to satisfy the conditions stated above.
- Ivey Ranch's failure to complete construction of the equestrian facility within two (2) years from the issuance of a grading or building permit.

Consideration: The improvement, maintenance, and upkeep of the property, together with the establishment, operation and maintenance of the activities, services and programs to be provided on a non-discrimination basis under the Agreement will be the consideration (rent) received for the use and occupation of the demised premises.

Utilities: Ivey Ranch's responsibility, except for water used to irrigate the slope along State Route 76 and the Rancho del Oro Drive parkway.

Maintenance: Buildings and Structures. Ivey Ranch will be required make all necessary repairs and replacements including pipes, wiring, heating systems, cooling systems, plumbing system, lighting, exterior and interior walls, including painting, window glass, fixtures, and all other appliances and their appurtenances, all equipment used in connection with the use and occupation of the property, and the sidewalks, paths (both pedestrian and bridle), access road,

curbs, and fences (including bridle path fences outside Ivey Ranch's use area). Such repairs and replacements, interior and exterior, ordinary as well as extraordinary, and structural as well as nonstructural, shall be made promptly, as and when necessary and whether or not necessitated by wear, tear, obsolescence, or defects, latent or otherwise. When used in the Agreement the terms "repairs" and "replacements" shall include all necessary renewals, alterations, additions, and betterments. All repairs and replacements shall be in quality and class at least equal to the original work and in compliance with all applicable codes and regulations. Ivey Ranch will also be responsible for maintaining the public restroom building located at the east end of the park, which is currently maintained by City personnel.

Landscaping. Ivey Ranch will be required to keep all landscape improvements and irrigation systems properly maintained. Trees and plantings shall be adequately fertilized and irrigated to promote healthy plant growth. Weeds, plant clippings and trimmings, trash and other debris shall be removed from the planted areas as needed to maintain a neat appearance at all times. All landscape improvements shall be installed in accordance with plans and specifications in conformance with the City's landscape guidelines and approved by City.

Trash and Debris. Ivey Ranch will be required to properly contain, remove and dispose of all debris, trash, litter, or refuse, whether the same are scrap building material, appliances, wood or organic matter, or fire hazards from the Premises in a lawful manner, and provide approved containers for trash, garbage, and recyclables.

Equestrian Area; Pest Control. Ivey Ranch will be required to establish equestrian-related water quality best management practices to prevent rainwater and surface water runoff from the equestrian areas from running onto the Common Areas and use areas of the Other Users at the Park. Arenas, turnouts, barns, paddocks, stalls, corrals and wash areas shall be cleaned and manure removed on a daily basis. Paddocks shall be cleaned according to the following schedule: i) during the dry season (April 15 to October 14 of each year): paddocks shall be cleaned at least once a week; and ii) during the wet season (October 15 to April 14 of each year) paddocks shall be cleaned at least twice a week. Manure that cannot be disposed of daily shall be properly stockpiled and not be stored on the premises for more than one (1)

week. All horse feed, grooming and health products brought upon the premises shall be stored in a clean, decent, healthy, neat, sanitary, and fire-safe manner. Ivey Ranch shall use best management practices to control pest infestation, including but not limited to, the eradication of mice, rats and other rodents, flies and other flying insects (including mosquitoes), ants, and roaches.

Work Performed by City. In the event that the premises, in whole or any part thereof, are not in a decent, safe, healthy, and sanitary condition, City shall have the right, upon written notice to Ivey Ranch, to have any necessary maintenance work done at Ivey Ranch's expense.

In negotiating the Agreement, Ivey Ranch has been made acutely aware of the timelines and obligations placed upon it to make the proposed improvements to the center portion of the Park for its equestrian program. With such understanding, Ivey Ranch is aware that its failure to perform and meet these obligations will place its continued use and occupation of the Park at risk, not only as to the equestrian program but all other services and activities as well.

FISCAL IMPACT

As stated earlier, the improvement, maintenance, and upkeep of the property, together with the establishment, operation and maintenance of the activities, services and programs to be provided on a non-discrimination basis under the Agreement will be the consideration (rent) received for the use and occupation of the demised premises.

INSURANCE REQUIREMENTS

The City's standard insurance and indemnity requirements shall be maintained throughout the term of the Agreement.

COMMISSION OR COMMITTEE REPORT

Does not apply.

CITY ATTORNEY'S ANALYSIS

The referenced document has been reviewed by the City Attorney and approved as to form.

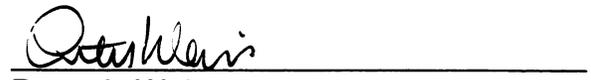
RECOMMENDATION

Staff recommends that the City Council approve an Amended and Restated Property Use Agreement with Ivey Ranch Park Association for the use of a portion of Ivey Ranch Park providing for the expansion of equestrian center activities through the existing expiration date of December 31, 2031, and authorize the City Manager to execute the document.

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City Manager

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AMENDED AND RESTATED PROPERTY USE AGREEMENT

BY AND BETWEEN

CITY OF OCEANSIDE

AND

IVEY RANCH PARK ASSOCIATION, INC.

**FOR USE OF CITY OWNED PROPERTY AT IVEY RANCH PARK
110 RANCH DEL ORO DRIVE**

07/16/2007

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EXHIBITS

Exhibit A	Legal Description of Premises
Exhibit B	Sketch of Premises
Exhibit C	Description and Sketch of Common Areas
Exhibit D	Description and Sketch of Ranch Del Oro Drive Frontage

AMENDED AND RESTATED PROPERTY USE AGREEMENT
WITH IVEY RANCH PARK ASSOCIATION, INC.
FOR USE OF CITY OWNED PROPERTY AT
IVEY RANCH PARK, 110 RANCH DEL ORO DRIVE

THIS AMENDED AND RESTATED PROPERTY USE AGREEMENT hereinafter called "Agreement", dated _____, 2007, is executed by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter called "City", and the IVEY RANCH PARK ASSOCIATION, INC., a nonprofit corporation, hereinafter called "Permittee". The effective date hereof shall be the date this Agreement is approved by the Oceanside City Council (the "Effective Date").

RECITALS

WHEREAS, City is owner of the real property commonly known as Ivey Ranch Park (the "Park") located at the southeast corner of Mission Avenue and Rancho Del Oro Drive, Oceanside, California, of which portions are utilized by Permittee and other service providers/organizations, i.e., Canine Companions for Independence and Casa de Amparo ("Other Users");

WHEREAS, City and Permittee are the parties to that certain Property Use Agreement, dated April 2, 1997, as amended by that certain Amendment No. 1, dated January 17, 2001, and further amended by that certain Amendment No. 2, dated April 14, 2004, collectively referred to herein as the Agreement, under the terms and conditions of which Permittee has been using portions of the Park to provide recreational and educational programs and services for disabled and able-bodied persons, including Oceanside citizens;

WHEREAS, Permittee is a recognized public services organization providing certain recreational and educational services for disabled and able-bodied persons and/or other related services, programs and activities to the general public, including the citizens of the City;

WHEREAS, City hereby acknowledges said recreational and educational programs, services and/or other activities provided at the Park by Permittee as valuable consideration received from Permittee in return for its use of said real property in accordance with the terms, covenants, conditions and provisions contained hereinbelow;

WHEREAS, Permittee is desirous of expanding its therapeutic riding and equestrian center programs and has requested permission from the City to use additional areas of the Park for said programs and City has agreed to permit Permittee's use of those areas of the Park, as more particularly described hereinbelow, under the terms, conditions, covenants and provisions set forth in this Agreement; and

WHEREAS, this Agreement supersedes all prior written and/or oral agreements by and between the parties hereto regarding Permittee's use and/or occupation of said real property.

AGREEMENT

NOW THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

SECTION 1: USES

1.01 Premises. City hereby authorizes Permittee, in accordance with the terms, covenants, conditions and provisions of this Agreement, the non-exclusive use of portions of that certain real property situated in the City of Oceanside, County of San Diego, State of California, commonly known as Ivey Ranch Park located at 110 Rancho Del Oro Drive, (consisting of the use of the land and buildings for program operations, together with adjacent parking areas) as more particularly described in Exhibit "A" and shown on a sketch thereof marked Exhibit "B", attached hereto and by this reference made part of this Agreement. Said real property is hereinafter collectively called the "Premises". In return for this permission, Permittee hereby agrees to act in accordance with and abide by the terms, covenants, conditions and provisions of this Agreement.

1.02 Uses. It is expressly agreed that the premises shall be used by Permittee solely and exclusively for the purpose of community services, recreational and educational programs for disabled and able-bodied persons alike, including toddler program, preschool, before and after-school care, facility based and in-home respite, therapeutic and able-bodied horseback riding, summer camp, adapted aquatics, and community garden, and associated administration and office uses, and for such other related or incidental purposes as may be first approved in writing by the City and for no other purpose whatsoever.

a. Permittee agrees that during the term of this Agreement, and any renewal or extension thereof, at least fifty-one percent (51%) of Permittee's clientele, based on an annual average, shall be disabled persons. Should Permittee's Annual Program Report, as required under Section 3.03 of this Agreement, indicate that less than fifty-one percent (51%) of Permittee's clientele are disabled persons Permittee shall formulate corrective actions that must be presented to City in writing within **thirty (30) days** of written notice from City of such breach of this Agreement. The Oceanside City Council shall have the sole authority to approve or disapprove the proposed plan of such corrective action.

b. Permittee covenants and agrees to use the premises for the above specified purposes and to diligently pursue said purposes throughout the term hereof. In the event that Permittee fails to continuously use the Premises for said purposes, or uses the Premises for purposes not expressly authorized herein, the Permittee shall be deemed in default under this Agreement.

1.03 Common Use of Certain Park Areas. In addition to the use of the Premises, Permittee shall have the non-exclusive right to use in common with the Other Users, certain areas of the Park, as more particularly described on Exhibit "C", attached hereto and incorporated herein by this reference ("Common Areas").

1.04 Related Discretionary Actions. By the granting of this Agreement, neither City nor the City Council is obligating itself to any other governmental agent, board, commission, or agency with regard to any other discretionary action relating to the development or operation of the Premises. Discretionary action includes, but is not limited to, rezoning, variances, conditional use permits, environmental clearances, building permits or any other governmental agency approvals which may be required for the development and operation of the Premises.

1.05 Quiet Possession. Permittee, performing the covenants and agreements herein, shall at all times during the term hereof peaceably and quietly have, hold and enjoy the Premises.

a. If during the term hereof Permittee is temporarily dispossessed through action or claim of a title superior to the City of Oceanside, then and in either of such events, this Agreement shall not be voidable nor shall City be liable to Permittee for any loss or damage resulting therefrom. In the event that such dispossession causes an extraordinary economic burden on Permittee, Permittee shall have the option to terminate this Agreement by submitting to the City Manager a **thirty (30) days** written notice together with its justifications for such termination. The City Manager shall have the right and authority to approve or deny such termination and shall provide Permittee with a written determination thereof. Said approval shall not be unreasonably withheld.

1.06 Reservation of Rights. City shall not unreasonably or substantially interfere with Permittee's use of the Premises while Permittee is in possession thereof; however, the City specifically retains the following rights:

a. **Subsurface Rights.** City hereby reserves all rights, title and interest in any and all subsurface natural gas, oil, minerals and water on or within the Premises.

b. **Easements.** City reserves the right to grant and use easements or to establish and use rights-of-way in, over, under, along, through, and across the Premises for utilities, thoroughfares, or access as it deems advisable for the public good and benefit.

c. **Right to Enter.** City has the right to enter the Premises for the purpose of performing maintenance, inspections, repairs or improvements, or developing municipal resources and services.

City will not reimburse Permittee for damages, if any, to the permanent improvements, located on the Premises resulting from the City exercising the rights reserved in this Agreement. City will pay the costs of the maintenance and repair of all City installations made pursuant to these reserved rights. City's use of the Premises is paramount to that of Permittee's use.

1.07 Agreement Conditions. The term of this Agreement, as set forth in Section 2 below, shall be subject to satisfaction of the following conditions by Permittee (the "Conditions Precedent"):

a. **Development of Equestrian Facility.** Permittee shall have **one (1) year** from the Effective Date of this Agreement to prepare plans and specifications, and obtain a building, and grading permit, if required, for the construction and improvement of the equestrian center to be located in the portion of the Premises northerly of the Park's interior road and easterly of the Casa de Amparo use area (the "Equestrian Facility"). Permittee shall provide written notice (in the form of a copy of a building and/or grading permit) to City of its satisfaction of this condition within **thirty (30) days** after the expiration of said **one- (1) year** period.

i. Permittee shall, within **six (6) months** of receiving the building or grading permit, whichever occurs first, complete the arena component of the equestrian center. If no permits are required for the arena improvements, Permittee shall complete construction of the improvements within the above stated **one- (1) year** period.

ii. Permittee shall, within **two (2) years** of the issuance of the building permit, complete the construction of the Shedrow Barn to board the horses used in the therapeutic and able-bodied horseback riding programs. The Shedrow Barn shall be placed and constructed in a manner so as not to divert drainage onto the Casa de Amparo use area.

Nothing herein contained shall be construed or interpreted as to supersede any policy or regulation regarding the effective life of any permit issued for improvements to be made to the Premises by Permittee.

b. Business Plan. Within **ninety (90) days** from the Effective Date of this Agreement, Permittee shall provide to the City, for its approval, a business plan that sets forth:

i. a conceptual development plan, showing the nature and location of all improvements to be made for the Equestrian Facility. The layout of the Equestrian Facility shall conform to City's zoning and land use regulations, including, but not limited to, setback requirements;

ii. a strategy and schedule for the development of the Equestrian Facility;

and

iii. Permittee's financing plans for the Equestrian Facility project.

c. Entry Monument Sign. Within **sixty (60) days** of the Effective Date of this Agreement, Permittee shall provide proof that Permittee has cooperated with Casa de Amparo in replacing and co-identifying both entities on a new entry monument sign or has entered into a written agreement of such cooperation.

1.08 Early Termination of Agreement. In addition to the other terms and conditions of this Agreement with respect to each party's termination rights, this Agreement shall immediately terminate and be of no force or effect upon the following:

a. Failure to Satisfy Agreement Conditions. Permittee's failure to satisfy the Conditions Precedent set forth in Section 1.07 above.

b. Failure to Commence/Complete Construction. Permittee's failure to complete construction of the Equestrian Facility in accordance with the provisions set forth in Section 1.07 above within **two (2) years** from the issuance of a grading or building permit for the same or complete construction within a reasonable time thereafter for a similar facility in the North San Diego County area.

SECTION 2: TERM

2.01 Term. The term of this Agreement shall be for a period of **thirty (30) years** commencing on **January 1, 2001**, and terminating **December 31, 2031**. If during the term of this Property Use Agreement Permittee is dispossessed for any reason whatsoever, City shall not be liable to Permittee for any loss or damage resulting therefrom.

2.02 Effective Date. The Effective Date of this Amended and Restated Property Use Agreement shall be the date on which the Oceanside City Council approves the same.

2.03 Renewal Option. Provided Permittee is not in default or breach of any term, condition or covenant of this Agreement, Permittee may request not more than **one (1) ten- (10) year extension** of the term of the Agreement (the "Renewal Term") by providing the City Manager with its written request to extend the term hereof no later than **one hundred-eighty (180) days** prior to the expiration of the term hereof. Said written request shall set forth any proposed changes in programs and services to be provided from the Premises during the Renewal Term. The City Manager or his designee shall notify Permittee not later than **sixty**

(60) days after receipt of such request whether such request will be recommended to the City Council for approval, at which time the City Manager shall provide Permittee with the City's determination of the rental amount it is willing to accept for Permittee's use and occupation of the Premises during the Renewal Term. City's failure to provide the new rental amount within said timeframe shall not defeat City's ability to make adjustments to the rental rate. No later than **thirty (30) days** after Permittee's receipt of City's determination of its conditions for the continued occupation and use of the Premises, Permittee shall provide City with its determination of acceptance or rejection of the specified conditions. In the event that Permittee feels that such conditions are unreasonable and/or unattainable, City and Permittee agree to cooperate with each other in an attempt to reach a consensus and mutual agreement as to the extent and nature of said conditions. Notwithstanding the foregoing, Permittee's failure to notify City of its rejection of said conditions within said **thirty (30) day** period shall be deemed an acceptance of said conditions by Permittee. Recommendation by the City Manager does not constitute City approval of the extension request. The City Manager in his capacity as the City's authorized representative, shall, in his sole discretion, have the authority to deny any such request. Any such denial shall be sent to Permittee not later than **thirty (30) days** from receipt of the request for extension. Permittee may not request more than one, ten-year extension. The City Council, at its sole discretion, may approve or deny any extension of the term of this lease. In the event the City Council is unable to consider the renewal request in sufficient time as to provide Permittee with **thirty (30) days** notice of termination in the case of denial, this Agreement shall be extended for a period not to exceed **thirty (30) days**, to allow for such **thirty (30) day** notice of termination.

2.04 Business License. Permittee agrees to obtain and maintain, at its sole cost and expense, a current Business License issued from the City of Oceanside during the full term of this Agreement, provided such a license is required for Permittee's operations under this Agreement.

SECTION 3: CONSIDERATION

3.01 Consideration for Use of Premises. Permittee does hereby acknowledge and agree that the improvement, maintenance and upkeep of the Premises, in an attractive, good, neat, and orderly condition, by Permittee during the term of this Agreement is a material consideration of City entering into this Amendment. City agrees that the establishment, operation and maintenance of programs, services and activities provided by Permittee to the public on a non-discrimination basis, except for reasonable admission fees and service charges that are usual and customary for similar services, at the Premises and the improvement, maintenance and upkeep of the Premises by Permittee are valuable consideration received from Permittee.

a. City and Permittee agree that the provision of such programs, services and activities shall constitute all the property use payment to be paid by Permittee for its use of the Premises in accordance with the terms, covenants, conditions and provisions of this Agreement, and that Permittee shall not be required to pay any monetary consideration to City for its use and occupation of the Premises. For convenience only, consideration as set forth in this Section 3.01 may be referred to as rent.

3.02 Utilities. Permittee agrees to order, obtain, and pay for all utilities and service and installation charges in connection with the development, occupation and operation of the Premises.

a. Notwithstanding anything to the contrary contained in the foregoing, Permittee may obtain water service from the City's two-inch meter, located near the northeast corner of the Canine Companions of Independence property use area, for the irrigation system for the landscaping along Rancho Del Oro Drive, the slope along State Route 76 Expressway and the area east of the service road, excepting therefrom the caretaker's house, play areas associated therewith, and the community gardens.

3.03 Annual Program Report. Permittee shall be required to provide City with a written annual financial and operations report regarding all phases of Permittee use and occupation of the Premises, including the reporting requirements contained in Section 1.02, above, and current and proposed rates and fees charged to the public for services. Permittee shall submit said report to City within **sixty (60) days** of each anniversary date of this Agreement.

SECTION 4: RECORDS

4.01 Inspection of Records. Permittee agrees to make any and all records and accounts available to City for inspection at all reasonable times, so that City can determine Permittee's compliance with this Agreement. These records and accounts will be made available by Permittee at the Premises and will be complete and accurate showing all income and receipts from the use of the Premises. Permittee's failure to keep and maintain such records and make them available for inspection by City shall be deemed a default of this Agreement. Permittee shall maintain all such records and accounts for a minimum period of **five (5) years**. The requirements of the Section 4.01 shall survive the expiration or earlier termination of this Agreement.

SECTION 5: INSURANCE RISKS/SECURITY

5.01 Indemnity. Permittee shall indemnify and hold harmless the City and its officers, agents and employees against all claims for damages to persons or property arising out of the conduct of the Permittee or its employees, agents, or others in connection with its use and occupation of the Premises under this Agreement, except only for those claims arising from the sole and active negligence or sole willful conduct of the City, its officers, agents, or employees. Permittee's indemnification shall include any and all costs, expenses, attorneys' fees and liability incurred by the City, its officers, agents, or employees in defending against such claims, whether the same proceed to judgment or not. Further, Permittee at its own expense shall, upon written request by the City, defend any such suit or action brought against the City, its officers, agents, or employees.

5.02 Insurance. Permittee shall take out and maintain at all times during the term of this Agreement the following insurance at its sole expense:

- a. Permittee shall maintain the following minimum limits:

General Liability

Combined Single Limit per Occurrence	\$1,000,000
General Aggregate	\$1,500,000

b. All insurance companies affording coverage to the Permittee shall be required to add the City of Oceanside as "additional insured" under the insurance policy(s) required in accordance with this Agreement. Permittee shall furnish (or cause to be furnished) a certificate

of insurance countersigned by an authorized agent of the insurance carrier on a form of the insurance carrier setting forth the general provisions of the insurance coverage. This countersigned certificate (and endorsement) shall name the City, its officers, agents, and employees as additional insured under the policy. Coverage provided hereunder to the City as additional insured by Permittee shall be primary insurance and other insurance maintained by the City, its officers, agents and/or employees, shall be excess only and not contributing with insurance provided pursuant this Section 5.02, and shall contain such provision in the policy(ies), certificate(s) and/or endorsement(s). The insurance policy or the certificate of insurance shall contain a waiver of subrogation for the benefit of the City.

c. All insurance companies affording coverage to the Permittee shall be insurance organizations acceptable to the City, and authorized by the Insurance Commissioner of the State Department of Insurance to transact business of insurance in the State of California.

d. All insurance companies affording coverage shall provide **thirty (30) days** written notice to the City of Oceanside should the policy be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.

e. Permittee shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and applicable endorsements, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.

f. Permittee shall provide a substitute certificate of insurance no later than **thirty (30) days** prior to the policy expiration date. Failure by the Permittee to provide such a substitution and extend the policy expiration date shall be considered a default by Permittee and may subject the Permittee to a termination of this Agreement.

g. Maintenance of insurance by the Permittee as specified in this Agreement shall in no way be interpreted as relieving the Permittee of any responsibility whatever and the Permittee may carry, at its own expense, such additional insurance as it deems necessary.

h. If Permittee fails or refuses to take out and maintain the required insurance, or fails to provide the proof of coverage, City has the right to obtain the insurance. Permittee shall reimburse City for the premiums paid with interest at the maximum allowable legal rate then in effect in California. City shall give notice of the payment of premiums within **thirty (30) days** of payment stating the amount paid, names of the insurer(s) and rate of interest. Said reimbursement and interest shall be paid by Permittee on the **first (1st) day** of the month following the notice of payment by City.

i. City, at its discretion, may require the revision of amounts and coverage at any time during the term of this Agreement by giving Permittee **sixty (60) days** prior written notice. City's requirements shall be designed to assure protection from and against the kind and extent of risk existing on the Premises. Permittee also agrees to obtain any additional insurance required by City for new improvements, in order to meet the requirements of this Agreement.

k. Notwithstanding the preceding provisions of this Section 5.02, any failure or refusal by Permittee to take out or maintain insurance as required in this Agreement, or failure to provide the proof of insurance, shall be deemed a default under this Agreement.

5.03 Accident Reports. Permittee shall, within **seventy-two (72) hours** after occurrence, report to City any accident causing property damage or any serious injury to persons (those requiring emergency medical services or immediate medical attention) on the Premises. This report shall contain the names and addresses of the parties involved, a statement of the circumstances, the date and hour, the names and addresses of any witnesses and other pertinent information.

SECTION 6: GENERAL PROVISIONS

6.01 Maintenance and Repair. As a material consideration for City entering into this Agreement, Permittee shall, at its sole cost and expense, make all repairs and replacements necessary to maintain and preserve the Premises, including the land, improvements, and structures thereon, landscaping, plants, and trees, in a good, neat, decent, safe, healthy, and sanitary condition satisfactory to City and in compliance with all applicable laws. Permittee waives all right to make repairs at the expense of City as provided in Section 1942 of the California Civil Code and all rights provided by Section 1941 of said code.

a. Buildings and Structures. Throughout the term of this Agreement, Permittee shall make all necessary repairs and replacements to the Premises and the pipes, wiring, heating systems, cooling systems, plumbing system, lighting, exterior and interior walls, including painting, window glass, fixtures, and all other appliances and their appurtenances, all equipment used in connection with the use and occupation of the Premises, and the sidewalks, paths (both pedestrian and bridal), access road, curbs, and fences (including bridal path fences outside the Premises), adjoining or appurtenant to the Premises. Such repairs and replacements, interior and exterior, ordinary as well as extraordinary, and structural as well as nonstructural, shall be made promptly, as and when necessary and whether or not necessitated by wear, tear, obsolescence, or defects, latent or otherwise. When used in this Agreement the terms "repairs" and "replacements" shall include all necessary renewals, alterations, additions, and betterments. All repairs and replacements shall be in quality and class at least equal to the original work and in compliance with all applicable codes and regulations.

b. Landscaping. Permittee shall maintain all landscaping at or on the Premises and portion of the bridle trail adjacent to the Canine Companions use area in a good, neat and orderly manner. The landscape improvements and appurtenances shall be properly maintained, adequately fertilized and irrigated to promote healthy plant growth. Weeds, plant clippings and trimmings, trash and other debris shall be removed from the planted areas as needed to maintain a neat appearance at all times. All landscape improvements shall be installed in accordance with plans and specifications prepared on behalf of Permittee in conformance with the City's landscape guidelines and approved by City.

c. Rancho Del Oro Drive Frontage. City has informed Permittee and Permittee hereby acknowledges that responsibility for maintenance of the landscaping and appurtenant improvements along the Rancho Del Oro Drive frontage of the Premises, as described and illustrated in Exhibit "D", attached hereto and incorporated herein by reference, is that of Casa de Amparo. Notwithstanding said obligation of Casa de Amparo, Permittee agrees to cooperate with the Other Users to keep said frontage free and clear of all litter, trash and rubbish.

d. Trash and Debris. Permittee agrees that it shall not allow debris of any kind or nature to accumulate on or about the Premises at any time. Permittee shall promptly contain, remove and dispose of all debris, trash, litter, or refuse, whether the same are scrap building

material, appliances, wood or organic matter, or fire hazards from the Premises in a lawful manner. Permittee further agrees to provide approved containers for trash, garbage, and recyclables. Permittee shall use its good faith efforts to recycle all green waste, cardboard, newspaper and inserts, stationary and other recyclable paper, aluminum and plastic containers, metal cans, universal waste products, appliances, and electronic equipment.

e. Equestrian Area; Pest Control. Notwithstanding any other obligations of Permittee under this Agreement to keep the Premises free and clear of trash and debris, Permittee shall establish equestrian-related water quality best management practices to prevent rainwater and surface water runoff from the equestrian areas from running onto the Common Areas and use areas of the Other Users at the Park. Arenas, turnouts, barns, paddocks, stalls, corrals and wash areas shall be cleaned and manure removed on a daily basis. Paddocks shall be cleaned according to the following schedule: i) during the dry season (**April 15 to October 14** of each year): paddocks shall be cleaned at least once a week; and ii) during the wet season (**October 15 to April 14** of each year) paddocks shall be cleaned at least twice a week. Manure that cannot be disposed of daily shall be properly stockpiled and not be stored on the Premises for more than **one (1) week**. All horse feed, grooming and health products brought upon the Premises shall be stored in a clean, decent, healthy, neat, sanitary, and fire safe manner. Permittee shall use best management practices to control pest infestation, including but not limited to, the eradication of mice, rats and other rodents, flies and other flying insects (including mosquitoes), ants, and roaches.

f. Work Performed by City. In the event that the Premises, in whole or any part thereof, are not in a decent, safe, healthy, and sanitary condition, City shall have the right, upon written notice to Permittee, to have any necessary maintenance work done at the expense of Permittee, and Permittee shall promptly pay any and all costs incurred by City in having such necessary maintenance work done, in order to keep said Premises in a decent, safe, healthy, and sanitary condition. Permittee shall make payment no later than **thirty (30) days** after written notice from the City. Further, if at any time City determines that said Premises are not in a decent, safe, healthy, and sanitary condition, City may at its sole option, upon written notice, require Permittee to file with City a faithful performance bond to assure prompt correction of any condition which is not decent, safe, healthy, and sanitary. Said bond shall be in an amount adequate in the opinion of City to correct the said unsatisfactory condition. Permittee shall pay the cost of said bond. The rights reserved in this Section shall not create any obligations on City or increase obligations elsewhere in this Agreement imposed on City.

g. Breach by Permittee. Permittee's refusal or failure to meet its obligations under this Section 6.01 shall be deemed a breach of this Agreement, and in such event, City may terminate this Agreement pursuant to the provision of Section 6.09 herein.

h. Additional Funding Sources. Notwithstanding the provisions herein that Permittee shall pay for the repair and maintenance of the Premises at its sole cost and expense, City agrees, but is not hereby obligated, to assist Permittee in obtaining Community Development Block Grant funding or other similar funds for maintaining, repairing and replacing the improvements within the Premises. City makes no assurance or guarantee that such funds are or will be made available to Permittee for said purpose.

6.02 Signs. Permittee shall not erect or display any permanent banners, pennants, flags, posters, signs, decorations, marquees, awnings, or similar devices or advertising without the prior written consent of City. If any such unauthorized item is found on the Premises,

Permittee shall remove the item at its expense within **twenty-four (24) hours** of written notice thereof by City, or City may thereupon remove the item at Permittee's cost.

a. Special event signs shall be limited to 32 square feet and shall not be erected sooner than thirty (30) days prior to the event and shall be removed within ten (10) days after the event.

6.03 Taxes. Permittee shall pay, before delinquency, all taxes, assessments, and fees assessed or levied upon Permittee or the Premises, including, any buildings, structures, machines, equipment, appliances, or other improvements or property of any nature whatsoever erected, installed, or maintained by Permittee or levied by reason of the business or other Permittee activities related to the Premises, including any licenses or permits.

a. Permittee recognizes and agrees that this Agreement may create a possessory interest subject to property taxation, and that Permittee may be subject to the payment of taxes levied on such interest, and that Permittee shall pay all such possessory interest taxes.

6.04 Notices. All notices, demands, requests, consents or other communications which this Agreement contemplates or authorizes, or requires or permits either party to give to the other, shall be in writing and shall be personally delivered or mailed to the respective party as follows:

To City:

City of Oceanside
Property Management
300 North Coast Highway
Oceanside, CA 92054

To Permittee:

Ivey Ranch Park Association, Inc.
Attn: Executive Director
110 Rancho Del Oro Drive
Oceanside, CA 92057

a. Either party may change its address by notice to the other party as provided herein.

b. Communications shall be deemed to have been given and received on the first to occur of (i) actual receipt at the offices of the party to whom the communication is to be sent, as designated above, or (ii) three working days following the deposit in the United States Mail of certified mail, postage prepaid, return receipt requested, addressed to the offices of the party to whom the communication is to be sent, as designated above.

6.05 City Approval. The City Manager shall be the City's authorized representative in the interpretation and enforcement of all services performed in connection with this Agreement. The City Manager may delegate authority in connection with this Agreement to the City Manager's designee(s). For the purposes of directing Permittee in accordance with this Agreement, which does not result in a change to this Agreement, the City Manager delegates authority to the Division Manager Property Management Division of the Public Works Department.

6.06 Entire Agreement. This Agreement comprises the entire integrated understanding between City and Permittee concerning the use and occupation of the Premises and supersedes all prior negotiations, representations, or agreements. Each party has relied on its own examination of the Premises, advice from its own attorneys, and the warranties, representations, and covenants of the Agreement itself.

a. The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to City.

b. The Permittee shall be responsible for complying with all Local, State, and Federal laws whether or not said laws are expressly stated or referred to herein.

c. Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

d. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

6.07 Agreement Modification. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.

6.08 Assignment and Subletting; Encumbrance.

a. **Assignment and Subletting.** Except to Permittee's affiliates and subsidiaries, Permittee shall not assign this Agreement, or any interest therein, and shall not sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person, except employees, agents and guests of Permittee, to use or occupy the Premises or any part thereof, without the prior written consent of the City in each instance. Such consent by the City shall not be unreasonably withheld. A consent to assignment, subletting, occupation or use by any other person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person. Any such assignment or subletting without such consent shall be void, and shall, at the option of City, terminate this Agreement.

i. "Assignment," for the purposes of this clause shall include any transfer of any ownership interest in this Agreement by Permittee or by any partners, principals, or stockholders, as the case may be, from the original Permittee, its general partners or principals.

ii. Approval of any assignment or sublease shall be conditioned upon the assignee or sublessee agreeing in writing that it will assume the rights and obligations thereby assigned or subleased and that it will keep and perform all covenants, conditions and provisions of this Agreement which are applicable to the rights acquired.

b. **Encumbrance.** Subject to prior consent by City, which shall not be unreasonably withheld, Permittee may encumber this Agreement, its leasehold estate and its improvements thereon by deed of trust, mortgage, chattel mortgage or other security instrument to assure the payment of a promissory note or notes of Permittee, upon the express condition that the net proceeds of such loan or loans be devoted exclusively to the purpose of developing and/or improving the Premises. However, a reasonable portion of the loan proceeds may be disbursed for payment of incidental costs of construction, including but not limited to the following: off-site improvements for service of the Premises; on-site improvements; escrow charges; premiums for hazard insurance, or other insurance or bonds required by City; title insurance premiums; reasonable loan costs such as discounts, interest and commissions; and

architectural, engineering and attorney's fees and such other normal expenses incidental to such construction.

i. Any subsequent encumbrances on the Premises or on any permanent improvements thereon, must first have the approval in writing of City. Such subsequent encumbrances shall also be for the exclusive purpose of development of the Premises. Provided, however, after the Premises are fully developed in accordance with the Ivey Ranch Park Master Plan to the satisfaction of the City, proceeds from refinancing or from such subsequent encumbrances may be used to reduce Permittee's equity so long as there is also substantial benefit to the City therefrom. Permittee understands and specifically agrees that the City shall have the sole and absolute discretion to approve or not approve any such proposed subsequent encumbrance including, but not limited to, amending the Agreement to provide then current rents and provisions.

ii. In the event any such approved deed of trust or mortgage or other security type of instrument should at any time be in default and be foreclosed, or transferred in lieu of foreclosure, the City will accept the approved mortgagee or beneficiary thereof; as its new tenant under this Agreement with all the rights, privileges and duties granted and imposed in this Agreement.

iii. Any default, foreclosure or sale pursuant to said deed of trust, mortgage or other security instrument shall be invalid with respect to this Agreement without prior notice thereof to City. Upon prior written approval by City, said mortgagee or beneficiary may assign this Agreement to its nominee, if nominee is a reputable, qualified and financially responsible person in the opinion of City. Any deed of trust, mortgage or other security instrument shall be subject to all of the terms, covenants and conditions of this Agreement and shall not be deemed to amend or alter any of the terms, covenants or conditions hereof."

6.09 Defaults and Termination. If either party ("demanding party") has a good faith belief that the other party ("defaulting party") is not complying with the terms of this Agreement, the demanding party shall give written notice of the default (with reasonable specificity) to the defaulting party and demand the default to be cured within **thirty (30) days** of the notice.

a. If the defaulting party is actually in default of this Agreement and fails to cure the default within **thirty (30) days** of the notice, or, if more than **thirty (30) days** are reasonably required to cure the default and the defaulting party fails to give adequate assurance of due performance within **ten (10) days** of the notice and diligently prosecute the cure of the default to completion, the demanding party may terminate this Agreement upon written notice to the defaulting party.

b. City may also terminate this Agreement upon written notice to Permittee in the event that:

i. Permittee has previously been notified by City of Permittee's default under this Agreement and Permittee, after beginning to cure the default, fails to diligently pursue the cure of the default to completion; or

ii. Permittee shall voluntarily file or have involuntarily filed against it any petition under any bankruptcy or insolvency act or law; or

iii. Permittee shall be adjudicated a bankruptcy; or

iv. Permittee shall make a general assignment for the benefit of creditors.

c. Upon termination, City may immediately enter and take possession of the Premises.

6.10 Other Regulations. All use of the Premises by Permittee under this Agreement shall be in accordance with the laws of the United States of America, the State of California, the County of San Diego, and in accordance with all applicative rules and regulations and ordinances of the City of Oceanside now in force, or hereinafter prescribed or promulgated by resolution or ordinance or by Local, State or Federal law.

6.11 Time is of Essence; Provisions Binding on Successors. Time is of the essence of all of the terms, covenants and conditions of this Agreement and, except as otherwise provided herein, all of the terms, covenants and conditions of this Agreement shall apply to, benefit and bind the successors and assigns of the respective parties, jointly and individually.

6.12 Section Headings. The Table of Contents and the section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision thereof.

6.13 Gender/Singular/Plural. The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the masculine and neuter, and each includes corporation, partnership, or other legal entity when the context so requires. The singular number includes the plural whenever the context so requires.

6.14 Nondiscrimination. Permittee agrees not to discriminate in any manner against any person or persons on account of race, marital status, familial status, sex, religious creed, color, ancestry, national origin, age, or disability in Permittee's use of the Property.

6.15 Equal Opportunity. Permittee shall assure applicants are employed and that employees are treated during employment without regard to race, familial status, color, religion, sex or national origin. Permittee shall certify in writing to City that Permittee is in compliance and throughout the term of this Agreement will comply with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, and any other applicable Federal, State and Local law, regulation and policy (including without limitation those adopted by City) related to equal employment opportunity and affirmative action programs, including any such law, regulation, and policy hereinafter enacted.

a. Compliance and performance by Permittee of the equal employment opportunity and affirmative action program provision of this Agreement is an express condition hereof and any failure by Permittee to so comply and perform shall be a default of this Agreement and City may exercise any right as provided herein and as otherwise provided by law.

6.16 Enforced Delay; Extensions of Times of Performance. In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended, where delays or defaults are due to: war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of Nature; acts of public enemy; epidemics; quarantine restrictions; freight embargos; lack of transportation; governmental restrictions or priority; litigation; unusually severe weather; inability to secure necessary financing, labor, material or

tools; delays of a contractor, subcontractor or supplier; acts or omissions of the other party; acts or failures to act of any other public or governmental commission, board, agency or entity (other than the acts or failures to act of the City which shall not excuse performance by the City); or any other cause(s) beyond the control or without the fault of the party claiming an extension of time to perform. Notwithstanding anything to the contrary in this Agreement, an extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within **thirty (30) days** of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by the mutual agreement of Permittee and City.

6.17 Nonliability of Officials of City and Permittee. No member, official or employee of the City shall be personally liable to Permittee, its assigns or successors in interest, in the event of any default or breach by the City, for any amount which may become due to Permittee, its assigns or successors, or in any obligations under the terms of this Agreement.

a. No member, official or employee of Permittee shall be personally liable to the City, or any successor in interest, in the event of any default or breach by the Permittee, for any amount which may become due to the City or its successors, or in any obligations under the terms of this Agreement.

6.18 Relationship between City and Permittee. It is hereby acknowledged that the relationship between City and Permittee is that of landlord and tenant and not that of a partnership or joint venture and that City and Permittee shall not be deemed or construed for any purpose to be the agent of the other. Accordingly, except as expressly provided herein, the City shall have no duties or obligations with respect to the development, operation, maintenance or management of the Premises.

6.19 Attorney's Fees. In the event a suit is commenced by City against Permittee to enforce payment of amounts due, or to enforce any of the terms and conditions hereof, or in case City shall commence summary action under the laws of the State of California relating to the unlawful detention of Premises, for forfeit of this Agreement, and the possession of the Premises, provided City effects a recovery, Permittee shall pay City all reasonable costs expended in any action, together with a reasonable attorney's fee to be fixed by the court.

a. In the event a suit is commenced by Permittee against the City to enforce any of the terms and conditions of this Agreement and Permittee prevails, City shall pay Permittee all reasonable costs expended in any action as determined by the court, together with a reasonable attorney's fee to be fixed by the court.

SECTION 7: SPECIAL PROVISIONS

7.01 Ancillary Uses and Services. No additional uses or services, other than those provided for under Section 1.02 of this Agreement, shall be provided by Permittee from or at the demised Premises. No retail food service operations shall be provided on or from the Premises, except for concession stands operated for non-profit fund-raising purposes.

7.02 Standards of Operation. Permittee agrees that it shall operate and manage the services and facilities offered upon or from the Premises in a first class manner and comparable to other similar facilities within the San Diego County and Southern California areas which provide like products and services.

7.03 Permittee's Employees. Permittee shall provide an experienced and well qualified "on-site" supervisor to oversee all operations conducted by Permittee on the Premises. Permittee shall ensure that its employees shall at all times conduct themselves in a creditable manner, and they shall conform to all rules, regulations and requirements, as well as all rules and regulations as hereafter may be promulgated, or put into operation by the City, provided that such rules, regulations and requirements are not in conflict with the terms of this Agreement. Permittee shall maintain a staff in adequate size and number, to City's reasonable satisfaction, to effectively operate, maintain and administer all services offered and facilities located on the Premises.

7.04 Hazardous Substances. No goods, merchandise or material shall be kept, stored or sold in or on the Premises which are in any way explosive or hazardous, except that ordinary business materials that may be classified as hazardous may be kept in or on the Premises if such materials are stored and disposed of in accordance with all applicable laws; and no offensive or dangerous trade, business or occupation shall be carried on therein or thereon, and nothing shall be done on said Premises, which will cause an increase in the rate of or cause a suspension or cancellation of the insurance upon the demised Premises or other premises and the improvements thereon; provided, however, that if anything done by Permittee causes an increase in the rate of insurance on the Premises, Permittee may, at its option, pay such increase and Permittee shall not thereafter be considered in default under this Agreement.

a. No machinery or apparatus shall be used or operated on or about the Premises which will in any way injure the Premises or improvements thereon, or adjacent or other Premises, or improvements thereon, or to persons; provided, however, that nothing contained in this section shall preclude Permittee from bringing, keeping or using on or about the Premises such materials, supplies, equipment, and machinery as are appropriate or customary in carrying on its said business, or from carrying on its business in all usual respects.

b. Open flame welding or burning, gasoline, or other fuel storage is expressly prohibited without prior written consent of the City.

7.05 Merchandise and Equipment. City retains the right to require the Permittee to discontinue the sale or use of those items that are of a quality unacceptable to the City.

7.06 Continued Occupancy. Permittee covenants and agrees to, and it is the intent of this Agreement that the Permittee shall, continuously and uninterruptedly during the term of the Agreement, occupy and use the Premises for the purposes hereinabove specified, except while Premises are untenable by reason of fire, flood, or other unavoidable casualty, and, in that event, City shall be promptly notified by Permittee.

7.07 Controlled Prices. Permittee shall at all times maintain a complete list or schedule of the prices and charges for all goods or services, or combinations thereof, supplied to the public on or from the Premises whether the same are supplied by Permittee or by Permittee's sublessees, assignees, concessionaires, permittees or licensees.

7.08 Community Use of the Premises. Permittee acknowledges that the paramount use of Premises is for public services and civic activities. The City reserves the right to schedule and use the Premises for community meetings and other City sponsored activities. City agrees to coordinate such use of the Premises with Permittee so as not to conflict with Permittee's programs and activities.

7.09 Use of Common Areas. Permittee, its employees, agents, clients, or visitors shall not restrict or obstruct the use of the Common Areas, any roadway or vehicle parking area by the Other Users or any other person or persons. City retains its full right to lawfully restrict the use of the roadways and parking areas within the Premises and the Park.

7.10 Maintenance of Bridle Trail. Permittee acknowledges that portions of the bridle trail within the Park are outside of the Premises as described in said Exhibit "A". Although the use of the bridle trail may not be restricted for Permittee's exclusive use, Permittee agrees to maintain the bridle trail and appurtenances in a safe and decent condition at all times to City's full satisfaction. Said maintenance shall include, but not be limited to, painting, repairing and/or replacing worn fence members, removing and properly disposing of all animal waste matter, debris, rubbish, weeds and other plant material from the trail bed and under and around the fencing, and preventing the trail bed from eroding.

7.11 Public Restrooms. Permittee hereby acknowledges and agrees to, at its sole cost and expense, maintain, clean, and properly stock and supply the public restrooms situated on the Premises and make said restroom facilities available to the public at all times, during Permittee's normal hours of operation. Permittee shall not cause or allow any waste or destruction of said restroom building and fixtures, and shall cause the repair, replacement and cleaning of the facilities as often as necessary to maintain said restrooms free of trash, litter, debris, and waste (including graffiti), and in a neat, clean, decent and sanitary condition at all times during the term of this Agreement. Permittee shall secure or cause said restrooms to be secured (locked) on a nightly basis during Permittee's normal days of operation. Permittee shall not call upon City to make any expense, repairs or replacements of the restroom building (including the roof) and/or facilities, or to provide any level of maintenance related thereto. For the purpose of this Agreement, said restroom shall be considered as a Common Area of the Park.

7.12 Improvements Made by Permittee. Notwithstanding anything contained herein to the contrary, any and all building, structural, landscape or other improvements made by Permittee to the Premises shall be done in compliance with the Uniform Building Code, City's landscape standards, and all other applicable Federal, State and Local codes, regulations and law. Any such improvements shall be constructed or installed in accordance with plans approved by City. Any improvements made without an approved plan shall, at City's sole discretion, be removed and the area restored to its original condition and state at Permittee's expense.

a. Except as to those improvements necessary to construct the Equestrian Facility, as approved by City, no additional improvements, structures, or installations shall be constructed on the Premises, and the Premises may not be altered by Permittee without prior written approval by the City Manager. Further, Permittee agrees that major structural or architectural design alterations to the approved improvements, structures, or installations may not be made on the Premises without prior written approval by the City Manager and that such approval shall not be unreasonably withheld. This provision shall not relieve Permittee of any obligation under this Agreement to maintain the Premises or any improvements thereto in a decent, safe, healthy, and sanitary condition, including structural repair and restoration of damaged or worn improvements. City shall not be obligated by this Agreement to make or assume any expense for any improvements or alterations.

7.13 Future Obligations. In the event that a property owner's association or similar

organization ("POA") is formed in order to maintain the Common Areas, Permittee agrees that it will participate as a member of the POA and become subject to all governing documents. Permittee further agrees that Permittee shall be responsible for and pay for its prorata share of the management, maintenance and repair expenses and costs of the Common Areas, as reasonably determined by the POA governing documents.

SECTION 8: SIGNATURES

8.01 Signatories. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Permittee and the City.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Amended and Restated Property Use Agreement to be executed as of, but not necessarily on the Effective Date hereof, by setting hereunto their signatures on the day and year respectively written hereinbelow.

City:
THE CITY OF OCEANSIDE

Date: _____

By: _____
City Manager

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

By: *Christine Hamilton, ASST.*
City Attorney

Permittee:
IVEY RANCH PARK ASSOCIATION, INC.

Date: November 7, 2007

By: *Allan Roth*
Its: Board Chair, Allan Roth

Date: November 7, 2007

By: *John Lusignan*
Its: Board Vice-Chair, John Lusignan

NOTARY ACKNOWLEDGMENTS OF PERMITTEE'S SIGNATURE(S) MUST BE ATTACHED

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California)
County of San Diego) ss.

On 11/7/2007 before me, Veronica Reyes, Notary Public,
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared Allan Roth and John Lusignan,
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

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



WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable for persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

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

Signer Is Representing: _____



EXHIBIT "A"
LEGAL DESCRIPTION

VESTING: THE CITY OF OCEANSIDE

APNS: 158-067-03, 158-080-07 & 158-591-04

THAT PORTION OF LOT 8 OF MISSION DEL ORO EAST, ACCORDING TO MAP THEREOF NO. 12805, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON APRIL 15, 1991 AS FILE NO. 1991-168736, TOGETHER WITH THAT PORTION OF LOT 43, TRACT 4, IN BOOK 1, PAGE 18 OF PATENTS, TOGETHER WITH THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 11 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO OFFICIAL PLAT THEREOF, ALL IN THE CITY OF OCEANSIDE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHERLY TERMINUS OF THAT CERTAIN COURSE IN THE WESTERLY BOUNDARY OF SAID LOT 8 SHOWN AS NORTH 1°37'30" WEST 157.85 FEET ON SAID MAP 12805;

THENCE ALONG SAID WESTERLY BOUNDARY NORTH 1°37'52" WEST 157.85 FEET TO THE BEGINNING OF A TANGENT CURVE HAVING A RADIUS OF 1036.39 FEET CONCAVE WESTERLY;

THENCE CONTINUING ALONG SAID WESTERLY BOUNDARY, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 2°46'51" A DISTANCE OF 50.30 FEET TO THE INTERSECTION OF THE EASTERLY RIGHT OF WAY OF RANCHO DEL ORO DRIVE AS DESCRIBED IN DOCUMENT RECORDED AUGUST 14, 1991 AS DOC. NO. 1991-416074 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND THE NORTHWESTERLY LINE OF SAID MAP 12805;

THENCE ALONG SAID EASTERLY RIGHT OF WAY, CONTINUING ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 2°49'32" A DISTANCE OF 51.11 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE ALONG SAID EASTERLY RIGHT OF WAY, CONTINUING ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°10'31" A DISTANCE OF 274.50 FEET;

THENCE NON-TANGENT TO SAID CURVE ALONG THE EASTERLY RIGHT OF WAY OF RANCHO DEL ORO DRIVE AS DESCRIBED IN DOCUMENT RECORDED JULY 15, 1970 AS FILE/PAGE 70-123739 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, NORTH 22°26'28" WEST 178.66 FEET TO THE NORTHERLY BOUNDARY LINE OF RECORD OF SURVEY NO. 4128 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DECEMBER 31, 1956 AS FILE NO. 184228;

THENCE ALONG SAID NORTHERLY BOUNDARY LINE NORTH 67°32'46" EAST 50.69 FEET TO THE BEGINNING OF A TANGENT CURVE HAVING A RADIUS OF 999.95 FEET CONCAVE SOUTHERLY;

THENCE CONTINUING ALONG SAID NORTHERLY BOUNDARY LINE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 36°39'25" A DISTANCE OF 639.75 FEET;

THENCE CONTINUING ALONG SAID NORTHERLY BOUNDARY LINE TANGENT TO SAID CURVE SOUTH 75°47'49" EAST 259.16 FEET;

THENCE CONTINUING ALONG SAID NORTHERLY BOUNDARY LINE SOUTH 72°56'25" EAST 486.92 FEET TO THE NORTHERLY TERMINUS OF COURSE NO. 79 OF THAT QUITCLAIM DEED RECORDED MARCH 2, 2000 AS DOC. NO. 2000-0106756 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE LEAVING SAID NORTHERLY BOUNDARY LINE, ALONG SAID QUITCLAIM DEED SOUTH 31°56'21" EAST 46.48 FEET;

THENCE CONTINUING ALONG SAID QUITCLAIM DEED SOUTH 58°03'39" WEST 80.36 FEET TO THE BEGINNING OF A TANGENT CURVE HAVING A RADIUS OF 6936.00 FEET CONCAVE NORTHWESTERLY;

THENCE WESTERLY ALONG SAID CURVE AND SAID QUITCLAIM DEED THROUGH A CENTRAL ANGLE OF 4°28'15" A DISTANCE OF 541.22 FEET;

THENCE CONTINUING ALONG SAID QUITCLAIM DEED NON-TANGENT TO SAID CURVE SOUTH 73°36'35" WEST 85.94 FEET TO THE BEGINNING OF A NON-TANGENT CURVE HAVING A RADIUS OF 6920.00 FEET CONCAVE NORTHWESTERLY A RADIAL LINE FROM SAID CURVE BEARS NORTH 26°46'12" WEST;

THENCE CONTINUING ALONG SAID QUITCLAIM DEED SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 0°56'54" A DISTANCE OF 114.54 FEET TO THE SOUTHERLY PROLONGATION OF THE EASTERLY LINE OF SAID LOT 8 OF MAP NO. 12805;

THENCE LEAVING SAID QUITCLAIM DEED ALONG SAID SOUTHERLY PROLONGATION NORTH 0°29'05" WEST 42.01 FEET TO THE NORTHWESTERLY LINE OF HIGHWAY 76 AS DEDICATED ON SAID MAP NO. 12805 AND THE BEGINNING OF A NON-TANGENT CURVE HAVING A RADIUS OF 6881.67 FEET, CONCAVE NORTHWESTERLY, A RADIAL LINE FROM SAID CURVE BEARS NORTH 25°58'24" WEST;

THENCE ALONG SAID NORTHWESTERLY LINE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 1°24'11" A DISTANCE OF 168.52 FEET TO THE EASTERLY LINE OF THE PROPERTY USE AGREEMENT WITH CANINE COMPANIONS FOR INDEPENDENCE ON FILE AT THE CITY OF OCEANSIDE;

THENCE LEAVING SAID NORTHWESTERLY LINE ALONG SAID EASTERLY LINE AND THE NORTHERLY PROLONGATION THEREOF NON-TANGENT TO SAID CURVE NORTH 12°19'19" WEST 191.38 FEET;

THENCE LEAVING SAID NORTHERLY PROLONGATION NORTH 78°53'33" EAST 75.51 FEET TO THE BEGINNING OF A TANGENT CURVE HAVING A RADIUS OF 5.00 FEET, CONCAVE SOUTHWESTERLY;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 87°32'56" A DISTANCE OF 7.64 FEET;

THENCE TANGENT TO SAID CURVE SOUTH 13°33'31" EAST 11.60 FEET;

THENCE NORTH 78°42'30" EAST 46.99 FEET;

THENCE NORTH 76°25'12" EAST 85.00 FEET;

THENCE SOUTH 10°37'52" EAST 26.61 FEET;

THENCE NORTH 79°28'14" EAST 19.40 FEET;

THENCE NORTH 11°29'55" WEST 29.97 FEET TO THE BEGINNING OF A TANGENT CURVE HAVING A RADIUS OF 25.00 FEET, CONCAVE SOUTHEASTERLY;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 74°39'26" A DISTANCE OF 32.58 FEET;

THENCE TANGENT TO SAID CURVE NORTH 63°09'31" EAST 143.32 FEET;

THENCE SOUTH 87°13'22" EAST 33.00 FEET;

THENCE NORTH 03°49'42" EAST 132.08 FEET;

THENCE NORTH 86°38'04" WEST 12.00 FEET;

THENCE NORTH 58°10'14" WEST 107.48 FEET;

THENCE NORTH 46°04'36" WEST 158.43 FEET TO THE BEGINNING OF A TANGENT CURVE HAVING A RADIUS OF 145.00 FEET, CONCAVE SOUTHWESTERLY

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 43°34'57" A DISTANCE OF 110.30 FEET;

THENCE TANGENT TO SAID CURVE NORTH 89°39'33" WEST 111.30 FEET;

THENCE SOUTH 01°21'40" WEST 68.56 FEET;

THENCE SOUTH 88°55'10" EAST 89.02 FEET;

THENCE SOUTH 71°26'13" EAST 71.75 FEET TO THE BEGINNING OF A TANGENT CURVE HAVING A RADIUS OF 15.00 FEET, CONCAVE SOUTHWESTERLY;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32°51'54" A DISTANCE OF 8.60 FEET;

THENCE SOUTH 38°34'19" EAST 48.93 FEET TO THE BEGINNING OF A TANGENT CURVE HAVING A RADIUS OF 221.00 FEET, CONCAVE NORTHEASTERLY;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°41'00" A DISTANCE OF 56.64 FEET;

THENCE SOUTH 53°15'19" EAST 116.80 FEET TO THE BEGINNING OF A TANGENT CURVE HAVING A RADIUS OF 40.00 FEET, CONCAVE SOUTHWESTERLY;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 52°16'00" A DISTANCE OF 36.49 FEET;

THENCE TANGENT TO SAID CURVE SOUTH 00°59'19" EAST 12.50 FEET TO THE BEGINNING OF A TANGENT CURVE HAVING A RADIUS OF 44.00 FEET, CONCAVE NORTHWESTERLY;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 63°51'40" A DISTANCE OF 49.04 FEET;

THENCE TANGENT TO SAID CURVE SOUTH 62°52'21" WEST 92.07 FEET TO THE BEGINNING OF A TANGENT CURVE HAVING A RADIUS OF 478.00 FEET, CONCAVE NORTHERLY;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°09'10" A DISTANCE OF 134.76 FEET;

THENCE NON-TANGENT TO SAID CURVE SOUTH 79°46'11" WEST 149.82 FEET;

THENCE NORTH 25°23'56" WEST 383.38 FEET;

THENCE SOUTH 73°45'36" WEST 33.10 FEET;

THENCE NORTH 17°18'41" WEST 90.11 FEET TO A POINT ON A NON-TANGENT CURVE HAVING A RADIUS OF 964.95 FEET, CONCAVE SOUTHERLY, A RADIAL FROM SAID POINT BEARS SOUTH 12°21'04" EAST;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 8°47'22" A DISTANCE OF 148.03 FEET TO A POINT ON A NON-TANGENT CURVE HAVING A RADIUS OF 99.70 FEET, CONCAVE EASTERLY, A RADIAL FROM SAID POINT BEARS SOUTH 56°49'59" EAST;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 50°33'05" A DISTANCE OF 87.96 FEET TO THE BEGINNING OF A COMPOUND CURVE HAVING A RADIUS OF 2265.85 FEET, CONCAVE NORTHEASTERLY;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 2°46'46" A DISTANCE OF 109.92 FEET

THENCE NON-TANGENT TO SAID CURVE SOUTH 24°07'38" EAST 213.16 FEET TO THE BEGINNING OF A TANGENT CURVE HAVING A RADIUS OF 35.00 FEET, CONCAVE NORTHWESTERLY;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 151°48'00" A DISTANCE OF 92.73 FEET TO THE POINT OF BEGINNING.

CONTAINING 9.62 ACRES MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE ON THE CALIFORNIA COORDINATE SYSTEM OF 1927, ZONE 6. MULTIPLY ALL DISTANCES USED IN THE ABOVE DESCRIPTION BY 1.00004833 TO OBTAIN GROUND LEVEL DISTANCES.

ATTACHED HERETO AND MADE A PART HEREOF THIS LEGAL DESCRIPTION IS A PLAT LABELED EXHIBIT "B"

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.


MICHAEL SCHLUMBERGER, PLS 7790

November 4, 2007
DATE

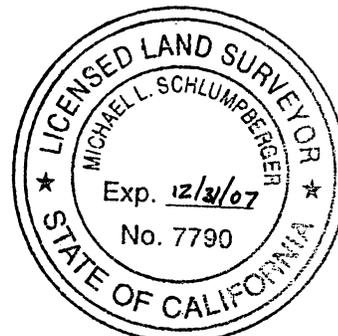


EXHIBIT PLAT "B"

AVE.

QUITCLAIM
DEED REC
3/2/2000,
DOC NO.
2000-0106756

LINE	DIRECTION	DISTANCE
L1	N 00°29'05" W	42.01'
L2	S 13°33'31" E	11.60'
L3	N 78°42'30" E	46.99'
L4	N 76°25'12" E	85.00'
L5	S 10°37'52" E	26.61'
L6	N 79°28'14" E	19.40'
L7	N 11°29'55" W	29.97'
L8	S 87°13'22" E	33.00'
L9	N 86°38'04" W	12.00'
L10	S 01°21'40" W	68.56'
L11	S 38°34'19" E	48.93'
L12	S 00°59'19" E	12.50'

△=0.4°28'15" - R=6936.00' L=541.22'
NORTHWESTERLY
RIGHT-OF-WAY
HWY 76

SCALE: 1"=100'

CITY OF OCEANSIDE

VESTING: CITY OF OCEANSIDE

DATE: NOV. 16, 2007

SHEET 3 OF 3

MISSION

S 75°47'49" E
259.16'

N 46°04'36" W
158.43'

N 58°10'14" W
107.48'

S 53°15'19" E
116.80'

△=52°16'00"
R=40.00'
L=36.49'

△=63°51'40"
R=44.00'
L=49.04'

△=62°52'07"
R=47.80'
L=41.78'

△=74°39'26"
R=25.00'
L=32.58'

△=14°41'00"
R=221.00'
L=56.64'

△=13°41'11"
R=478.00'
L=134.78'

△=87°32'56"
R=5.00'
L=7.64'

△=19°19'38"
R=191.38'
L=52.12'

△=101°24'11"
R=688.91'
L=168.52'

△=36°39'25"
R=999.95'
L=639.75'

△=43°34'57"
R=145.00'
L=110.30'

△=32°51'54"
R=15.00'
L=8.60'

△=14°41'00"
R=221.00'
L=56.64'

△=13°41'11"
R=478.00'
L=134.78'

△=87°32'56"
R=5.00'
L=7.64'

△=19°19'38"
R=191.38'
L=52.12'

△=101°24'11"
R=688.91'
L=168.52'

△=03°49'42" E
132.08'

N 63°09'31" E
143.32'

N 26°46'12" W
85.94'

S 73°56'35" W
73.56'

△=114°34'00"
R=4056.54'
L=1143.40'

△=74°39'26"
R=25.00'
L=32.58'

△=14°41'00"
R=221.00'
L=56.64'

N 89°39'33" W
111.30'

S 88°55'10" E
89.02'

S 71°26'13" E
71.75'

S 53°15'19" E
116.80'

N 58°10'14" W
107.48'

S 53°15'19" E
116.80'

N 63°09'31" E
143.32'

N 26°46'12" W
85.94'

S 73°56'35" W
73.56'

△=114°34'00"
R=4056.54'
L=1143.40'

△=74°39'26"
R=25.00'
L=32.58'

△=14°41'00"
R=221.00'
L=56.64'

△=13°41'11"
R=478.00'
L=134.78'

△=87°32'56"
R=5.00'
L=7.64'

△=19°19'38"
R=191.38'
L=52.12'

△=36°39'25"
R=999.95'
L=639.75'

△=43°34'57"
R=145.00'
L=110.30'

△=32°51'54"
R=15.00'
L=8.60'

△=14°41'00"
R=221.00'
L=56.64'

△=13°41'11"
R=478.00'
L=134.78'

△=87°32'56"
R=5.00'
L=7.64'

△=19°19'38"
R=191.38'
L=52.12'

△=101°24'11"
R=688.91'
L=168.52'

△=03°49'42" E
132.08'

N 63°09'31" E
143.32'

N 26°46'12" W
85.94'

S 73°56'35" W
73.56'

△=114°34'00"
R=4056.54'
L=1143.40'

△=74°39'26"
R=25.00'
L=32.58'

△=14°41'00"
R=221.00'
L=56.64'

SEE SHEET 2

NORTH-
WESTERLY
LINE OF
HWY 76
AS
DEDICATED
ON MAP
12805

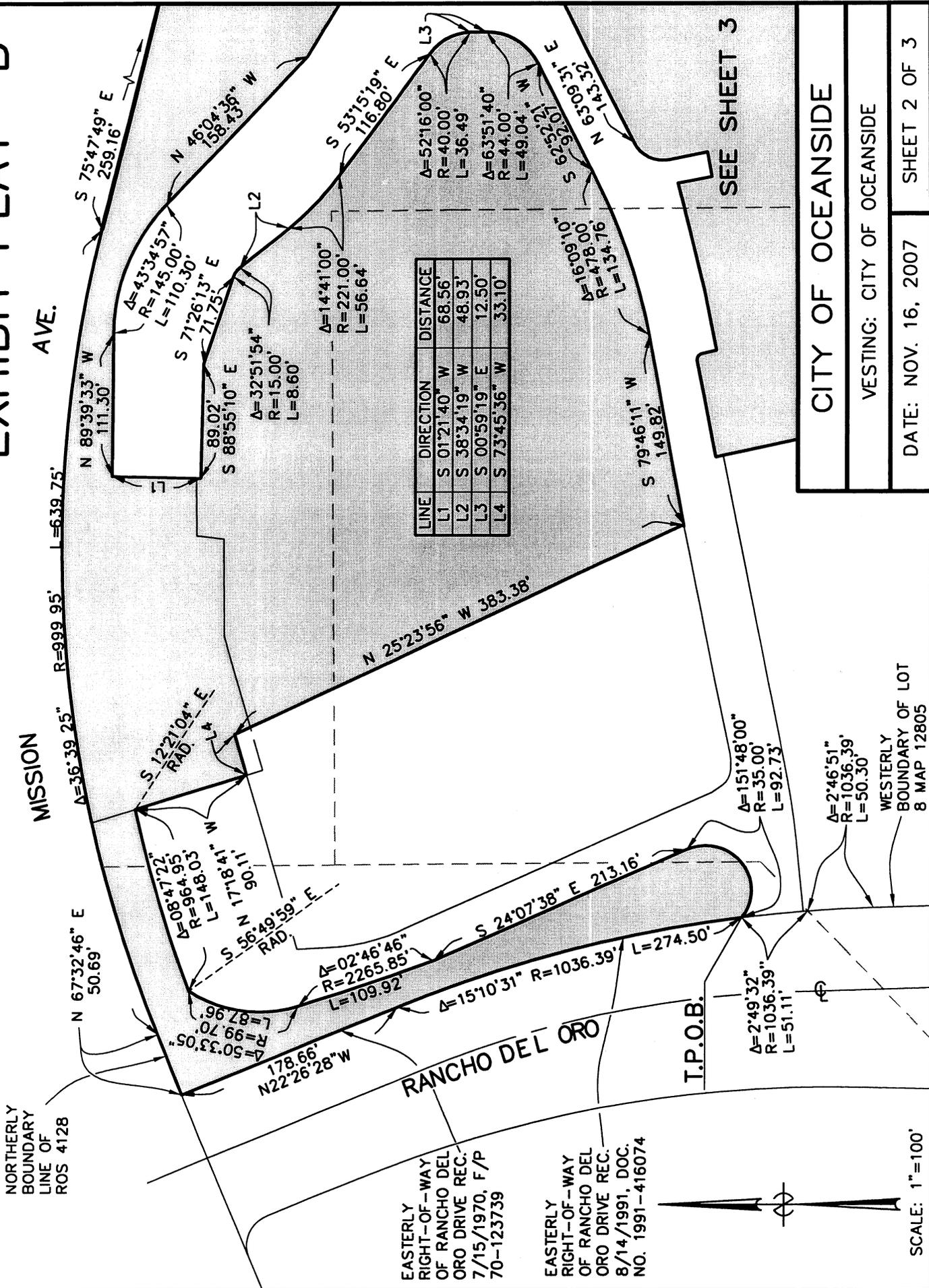
SOUTHERLY
PROLONGATION OF THE
EASTERLY LINE OF LOT 8
PER MAP 12805

EASTERLY LINE OF
PROPERTY USE
AGREEMENT WITH
CANINE
COMPANIONS FOR
INDEPENDENCE

HIGHWAY

EXHIBIT PLAT "B"

AVE.



SEE SHEET 3

CITY OF OCEANSIDE	
VESTING: CITY OF OCEANSIDE	
DATE: NOV. 16, 2007	SHEET 2 OF 3



SCALE: 1"=100'

EXHIBIT "C"

IVEY RANCH PARK

VESTEE: THE CITY OF OCEANSIDE

APNS: 158-067-03, 158-080-07 & 158-591-04

THAT PORTION OF LOT 8 OF MISSION DEL ORO EAST, ACCORDING TO MAP THEREOF NO. 12805, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON APRIL 15, 1991 AS FILE NO. 1991-168736, TOGETHER WITH THAT PORTION OF LOT 43, TRACT 4, IN BOOK 1, PAGE 18 OF PATENTS, TOGETHER WITH THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 11 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO OFFICIAL PLAT THEREOF, ALL IN THE CITY OF OCEANSIDE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

THOSE ASPHALT TRAVEL WAYS AND PARKING AREAS WITHIN THAT AREA KNOWN AS IVEY RANCH PARK AS THEY EXIST ON MARCH 5, 2004.

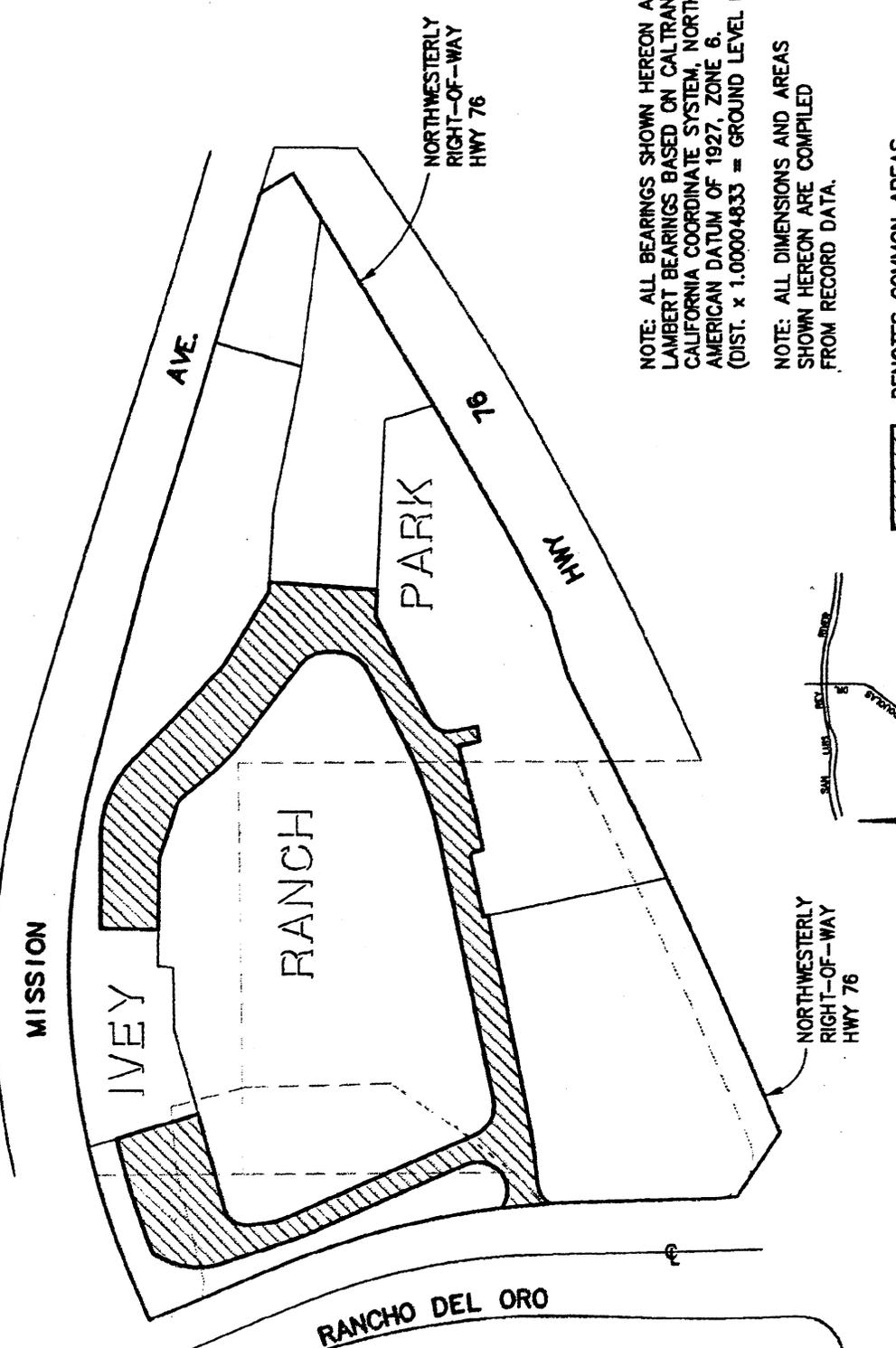
EXCEPTING THEREFROM:

ANY PORTION LEASED FROM THE CITY OF OCEANSIDE

MORE PARTICULARLY SHOWN ON EXHIBIT PLAT "C" ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 2.35 ACRES MORE OR LESS.

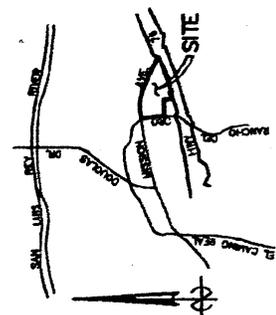
EXHIBIT PLAT "C"



NOTE: ALL BEARINGS SHOWN HEREON ARE LAMBERT BEARINGS BASED ON CALTRANS CALIFORNIA COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1927, ZONE 6. (DIST. x 1.00004833 = GROUND LEVEL DIST.)

NOTE: ALL DIMENSIONS AND AREAS SHOWN HEREON ARE COMPILED FROM RECORD DATA.

 DENOTES COMMON AREAS
2.35 ACRES MORE OR LESS



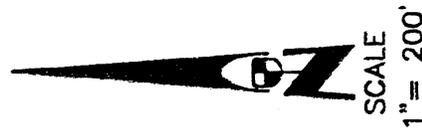
VICINITY MAP
NO SCALE

ASSESSORS' PARCEL NO'S.:
158-067-03, 158-080-07 & 158-991-04

Right-Of-Way Engineering Services, Inc.

Land Surveying
4187 Avenida de la Plata Ste. 114 · Oceanside, CA 92056
(619) 732-1386 FAX (619) 732-1367
Drawing file name: lvy lease 2004 2.dwg

RANCHO DEL ORO



CITY OF OCEANSIDE	
VESTING: CITY OF OCEANSIDE	
DATE: MARCH 4, 2004	SHEET 1 OF 1

EXHIBIT "D"

IVEY RANCH PARK

VESTEE: THE CITY OF OCEANSIDE

APNS: 158-067-03 & 158-591-04

THAT PORTION OF LOT 8 OF MISSION DEL ORO EAST, ACCORDING TO MAP THEREOF NO. 12805, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON APRIL 15, 1991 AS FILE NO. 1991-168736, TOGETHER WITH THAT PORTION OF LOT 43, TRACT 4, IN BOOK 1, PAGE 18 OF PATENTS, TOGETHER WITH THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 11 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO OFFICIAL PLAT THEREOF, ALL IN THE CITY OF OCEANSIDE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA BEING A 15.00 FOOT WIDE STRIP, THE WESTERLY LINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHERLY TERMINUS OF THAT CERTAIN COURSE IN THE WESTERLY BOUNDARY OF SAID LOT 8 SHOWN AS NORTH 1°37'30" WEST 157.85 FEET ON SAID MAP 12805;

THENCE ALONG SAID WESTERLY BOUNDARY NORTH 1°37'52" WEST 157.84 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1036.39 FEET;

THENCE CONTINUING ALONG SAID WESTERLY BOUNDARY, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 2°46'51" AN ARC LENGTH OF 50.30 FEET TO THE INTERSECTION OF THE EASTERLY RIGHT OF WAY OF RANCHO DEL ORO DRIVE AS DESCRIBED IN DOCUMENT RECORDED AUGUST 14, 1991 AS DOC. NO. 1991-416074 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND THE NORTHWESTERLY LINE OF SAID MAP 12805;

THENCE ALONG SAID EASTERLY RIGHT OF WAY, CONTINUING ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°00'03" AN ARC LENGTH OF 325.61 FEET;

THENCE TANGENT TO SAID CURVE ALONG THE EASTERLY RIGHT OF WAY OF RANCHO DEL ORO DRIVE AS DESCRIBED IN DOCUMENT RECORDED JULY 15, 1970 AS FILE/PAGE 70-123739 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, NORTH 22°26'28" WEST 178.66 FEET TO THE NORTHERLY BOUNDARY LINE OF RECORD OF SURVEY NO. 4128 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DECEMBER 31, 1956 AS FILE NO. 184228 AND THE TERMINUS OF SAID WESTERLY LINE.

EXCEPTING THEREFROM:

THAT PORTION LYING NORTHERLY OF A LINE DRAWN AT 45°00'00" TO THE ABOVE DESCRIBED EASTERLY RIGHT OF WAY OF RANCHO DEL ORO DRIVE, SOUTHEASTERLY FROM THE ABOVE DESCRIBED TERMINUS OF SAID WESTERLY LINE.

ALSO EXCEPTING THEREFROM:

THAT PORTION LYING SOUTHERLY OF THE NORTH SIDE OF THE EXISTING DRIVEWAY IMPROVEMENTS AS SHOWN ON CITY OF OCEANSIDE IMPROVEMENT PLAN FOR IVEY RANCH PARK DRAWING NUMBER 1681 SHEET 6 OF 8 SIGNED BY CITY ENGINEER MAY 5, 1995.

CONTAINING 6,794 SQUARE FEET MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE ON THE CALIFORNIA COORDINATE SYSTEM OF 1927, ZONE 6. MULTIPLY ALL DISTANCES USED IN THE ABOVE DESCRIPTION BY 1.00004833 TO OBTAIN GROUND LEVEL DISTANCES.

ATTACHED HERETO AND MADE A PART OF THIS LEGAL DESCRIPTION, IS A PLAT LABELED EXHIBIT PLAT "D"

William Marquis

From: Sharon Delphenich [sdelphenich@casadeamparo.org]
Sent: Friday, January 27, 2006 12:52 PM
To: Tonya Donnelly
Cc: Sharon Stein; Dan Hammang; Dan Hammang; Dick Reital; Jeri Rovsek; Jerry Stein; 'Joe Salas'; 'John Alessandra'; Melissa Hoffmann; Rob Bartels
Subject: Equestrian program.
Attachments: Ivey Ranch Horse proposal #2 1-27-06 .doc

Hello Tonya,

Thanks for your presentation last night. Casa's Board is in support of Ivey Ranch expanding their equestrian program into the remaining portion of the center area of Ivey Ranch, to the east of the planned Casa de Amparo facilities.

Thank you for confirming that the first decision the City Council will be considering is the "basic concept of expanding the equestrian program into the center area". As the decision-making process proceeds to the 1) location of structures and 2) the design of adjacency areas between the leaseholds of Casa de Amparo and Ivey Ranch, we will want to continue to be actively involved.

There were several questions that did not get addressed last night so I have attached them to this email. If you can respond electronically I will distribute your responses to my Board.

Good luck in your journey through the planning and approving process. Eventually both our organizations will have new facilities and we can focus our energies on serving our respective clients. And of course I hope we will find ways to partner and benefit both groups.

Sharon Delphenich, LCSW
Executive Director
Casa de Amparo
760 754-5500 (Tel)
760 757-0792 (Fax)

March 31, 2006

Ivey Ranch Park Association
110 Rancho Del Oro Drive
Oceanside, CA 92057

Attn: Tonya Danielly

Re: Proposed equestrian expansion

Dear Tonya,

Canine Companions for Independence is in support of Ivey Ranch expanding your equestrian program into the remaining portion of center area of Ivey Ranch.

If we can be of any further assistance, please let me know.

Sincerely,

Jim Pruett

SWR Office Manager

760-901-4302

760-901-4351 (Fax)

jpruett@caninecompanions.org (e-mail)