

AGENDA NO. 3

PLANNING COMMISSION



STAFF REPORT

DATE: June 13, 2011

TO: Chairperson and Members of the Planning Commission

FROM: Development Services Department/Planning Division

SUBJECT: **CONSIDERATION OF A DEVELOPMENT PLAN (D10-00008) AND CONDITIONAL USE PERMIT (CUP10-00025), A REQUEST FOR APPROVAL TO CONSTRUCT A 4,327-SQUARE FOOT CLUBHOUSE, GOLF PRACTICE AREA, AND SIX HOLE PAR-3 GOLF COURSE FOR KIDS AGES 7 TO 17 AND LOCATED IMMEDIATELY ADJACENT TO THE OCEANSIDE MUNICIPAL GOLF COURSE ON THE NORTH SIDE OF DOUGLAS DR. WITHIN THE NORTH VALLEY NEIGHBORHOOD – PRO KIDS GOLF – APPLICANT: HAYER ARCHITECTS – WILLIAM HAYER**

RECOMMENDATION

- (1) Staff recommends that the Planning Commission by motion approve Development Plan (D10-00008) and Conditional Use Permit (CUP10-00025) by adopting Planning Commission Resolution No. 2011-P21 with findings and conditions of approval attached herein.

PROJECT DESCRIPTION AND BACKGROUND

Background: On July 14, 2010 The City of Oceanside entered into a property use agreement with the Pro Kids Golf Academy Inc. a non-profit California corporation for the purpose of utilizing portions of the undeveloped land adjacent to the Oceanside Municipal Golf Course in order to establish and provide recreational and educational assistance for children ages 7-17. Assistance offered through the program would include afterschool educational help with homework, college preparation, life skill instruction, and participation in golf. The proposed program would not be open to the public, and is intended to benefit the youth within the community of Oceanside and the surrounding neighboring communities.

Site Review: The proposed project site has a zoning designation of (OS), Open Space, and a General Plan Land Use designation of (OS) Open Space, and is located on the north west side of Douglas Drive just north of the Point Degada, on an undeveloped 6.29-acre portion of City owned land immediately adjacent to the Oceanside Municipal Golf

Course. Development of the site for the golf learning center would include the construction of a one story 4,327-square foot clubhouse, and a golf practice and teaching area. The golfing area would consist of a putting green, a pitching and bunker practice area, a driving cage, and a 6 hole par 3 course varying from 40 -115 yards in length. As part of the overall development, the new facility would add and improve existing common landscape and parking areas.

Project Description: The project application is comprised of one component; Development Plan (D10-00008) as follows:

Development Plan (D-10-00008) represents a request for the following:

- (a) A request to develop a 6.29-acre undeveloped parcel by constructing a 4,327-square foot clubhouse/ learning center, golf practice area, and six hole par-3 golf course on City owned property located immediately south and adjacent to the Oceanside Municipal Golf Course. All common area, including parking, landscaping, and vehicular/ pedestrian access to the site would be shared by the Municipal Golf Course Operators and the Lessee (Pro Kids Golf Academy).

Conditional Use Permit (C-10-00025) represents a request for the following:

- (a) To permit the establishment of a Golf/Learning center, considered a Park and Recreation Facility within an Open Space (OS) district in accordance with Article 15 Section 1520 of the Oceanside Zoning Ordinance.

The project is subject to the following City ordinances and policies:

1. Zoning Ordinance
2. General Plan Land Use Element
3. California Environmental Quality Act (CEQA)

ANALYSIS

KEY PLANNING ISSUES

1. General Plan conformance

The General Plan Land Use Map designation on the subject property is OS (Open Space) on the Land Use Map. The proposed project is consistent with this designation and the goals and objectives of the City's General Plan as follows:

A. Land Use Element I. Community Enhancement

Goal: The consistent, significant, long term preservation and improvement of the environment, values, aesthetics, character, and image of Oceanside as a safe, attractive, desirable, and well-balanced community.

1.1 Community Values

Objective: To ensure the enhancement of long term community and neighborhood values through effective land use planning.

Policy: A. Land uses shall be attractively planned and benefit the community.

Staff has reviewed the request to establish and operate a non-profit Golf/Learning Program including site development of a 4, 327-square foot clubhouse and outdoor practice area, including a 6 hole par 3 golf course, and has determined that the addition of a youth golf/learning center would be consistent with the intent of the Open Space designated parcel by establishing additional recreation facilities to benefit the youth of Oceanside and by providing after school activities that would grow and foster leadership skills necessary to become an active member of society. The existing undeveloped parcel in its current natural condition will be replaced with an exceptional and model golf learning facility that would enhance the North Valley neighborhood and that would improve the existing frontage along Douglas Drive Improvements to the site would occur through implementation of an extensive a environmentally sensitive landscape palette for approximately 86 percent of the site area and through the incorporation of a superior architectural design and infrastructure improvements for the remaining 13 percent of the site.

The subject program that would be established through the Pro Kids golf program is an inner city modeled outreach program that provides additional life learning enrichment through athletic participation and success. The proposed facility and learning program closely works with schools in the surrounding area and will benefit the community as a whole by establishing a non-profit outreach program focused on golf and teaching life skills.

2. Zoning Compliance

This project is located immediately adjacent to and incorporated within the existing Oceanside Municipal Golf Course, and will retain its current zoning designation of Open Space (OS). Staff has determined that the proposed addition of the Golf/Learning center is consistent with the underlying zoning designation, and does not permit any land use that would not be permitted within a Open Space (OS) zoned parcel. In summary, staff has determined that the development plan, architectural styles and landscape palette will be complimentary with the existing development patterns within the surrounding north valley neighborhood and would enhance the Open Space parcel through project related improvements. The intent of the Open Space (OS) zone district is to provide for recreational opportunities for the surrounding residents to benefit from and the proposed facility would add to recreational amenities that both serve the residence while at the same time teaching and growing youth to be positive role models in society.

3. Land Use Compatibility with surrounding developments

LOCATION	GENERAL PLAN	ZONING	LAND USE
Subject Property:	Open Space OS	OS (Open Space)	Undeveloped Portion of Oceanside Municipal Golf Course
North of Subject Property	Open Space OS	OS (Open Space)	Oceanside Municipal Golf Course
East of Subject Property:	Single Family Dwelling Residential SFD-R	RS Single Family Residential	Single Family Residential
South of Subject Property:	Single Family Dwelling Residential SFD-R	RS Single Family Residential	Single Family Residential
West of Subject Property:	Open Space OS	OS (Open Space)	Oceanside Municipal Golf Course

Staff has concluded that the proposed development plan to establish a youth golf/learning facility immediately adjacent to the Oceanside Municipal Golf Course will not result in any serious public safety or health issues associated with the new development and the minor increases in traffic to and from the site. Furthermore, the proposed land use would provide for additional recreational facilities for youth within the community and would provide afterschool educational support services for the residential areas in the surrounding neighborhoods. Hence, fostering a greater sense of community, while ensuring that a well balanced community is achieved.

ENVIRONMENTAL DETERMINATION

Planning Division staff has completed a preliminary review of this project in accordance with the City of Oceanside's Environmental Review Guidelines and the California Environmental Quality Act (CEQA), 1970. Based upon that review, staff finds that the proposed project constitutes "Existing Facilities", and the project is categorically exempt, Class 1, "Existing Facilities" (Section 15301).

PUBLIC NOTIFICATION

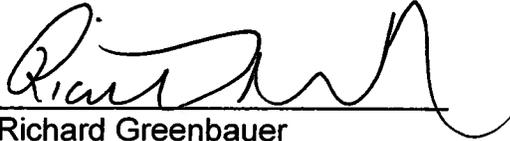
Legal notice was published in the North County Times and notices were sent to property owners of record within a 1,500-foot radius of the subject property, individuals/organizations requesting notification, applicant and their representative, and interested parties. As of June 2, 2011, no communications supporting or opposing the request have been received.

SUMMARY

In summary, staff believes that the proposed development of a Golf/Learning Facility integrated into and adjacent to the existing Oceanside Municipal Golf Course is consistent with the Zoning Ordinance, and the land use policies outlined in the General Plan. The project as proposed will not permit any land use that would not be permitted within the (OS) Open Space zoning designation and would provide greater diversity of goods and services to the surrounding North Valley Neighborhood. As such, staff recommends that the Planning Commission approve the project by taking action to:

- Move to approve Development Plan (D10-00008) and Conditional Use Permit (C10-00025) by adopting Planning Commission Resolution No. 2011-P21 as attached.

PREPARED BY:



Richard Greenbauer
Senior Planner

SUBMITTED BY:



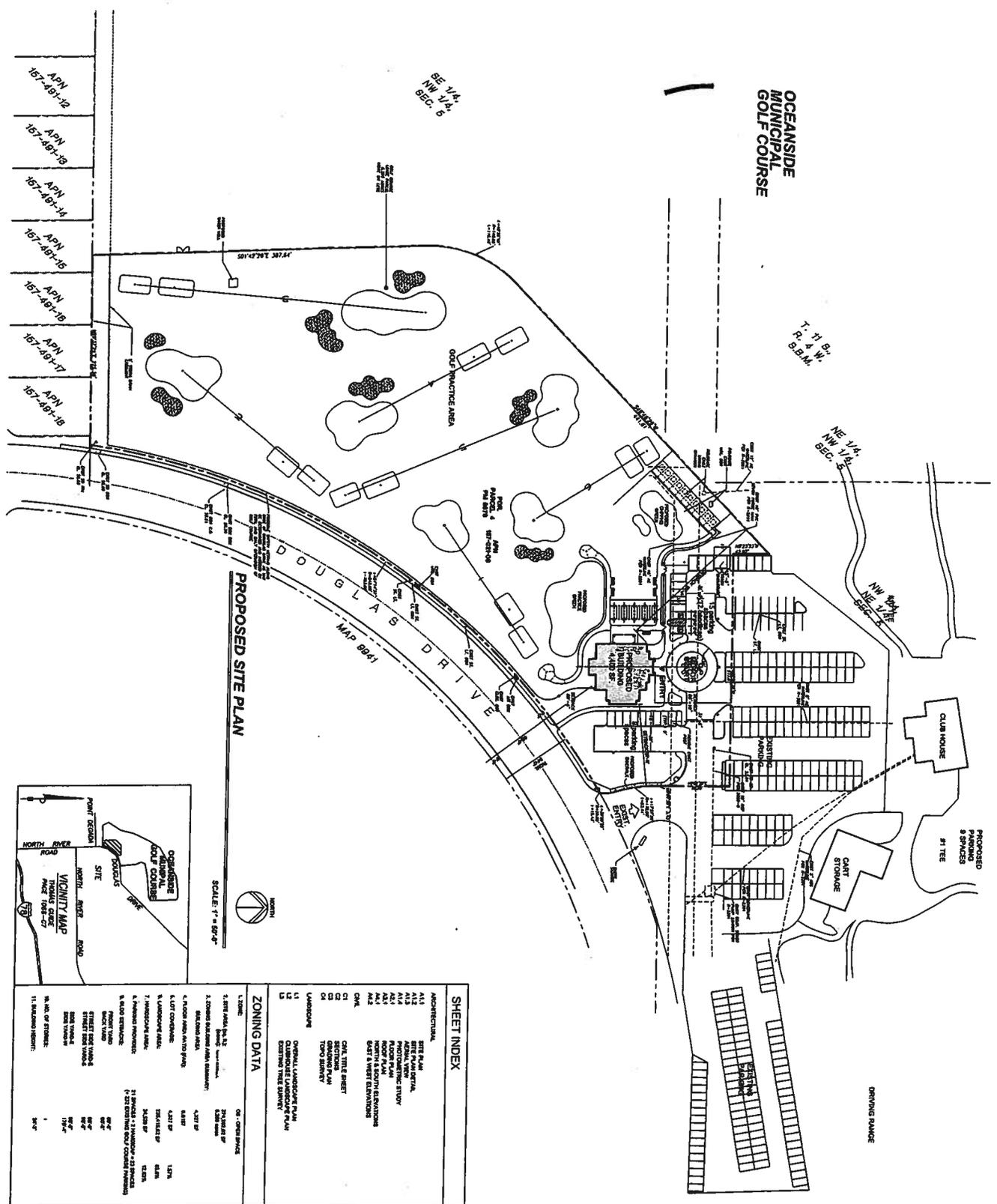
Jerry Hittleman
City Planner

JH/RG/fil

Attachments:

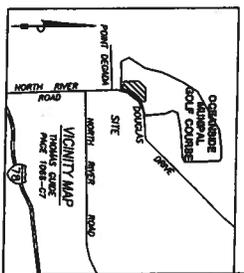
1. Plans
2. Planning Commission Resolution No. 2011-P21
3. Lease Agreement

OCEANSIDE MUNICIPAL GOLF COURSE



PROPOSED SITE PLAN

SCALE: 1" = 50'-0"



SHEET INDEX

NO.	DESCRIPTION	DATE
1	PROPOSED SITE PLAN	11/15/2011
2	PROPOSED SITE PLAN	11/15/2011
3	PROPOSED SITE PLAN	11/15/2011
4	PROPOSED SITE PLAN	11/15/2011
5	PROPOSED SITE PLAN	11/15/2011
6	PROPOSED SITE PLAN	11/15/2011
7	PROPOSED SITE PLAN	11/15/2011
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ZONING DATA

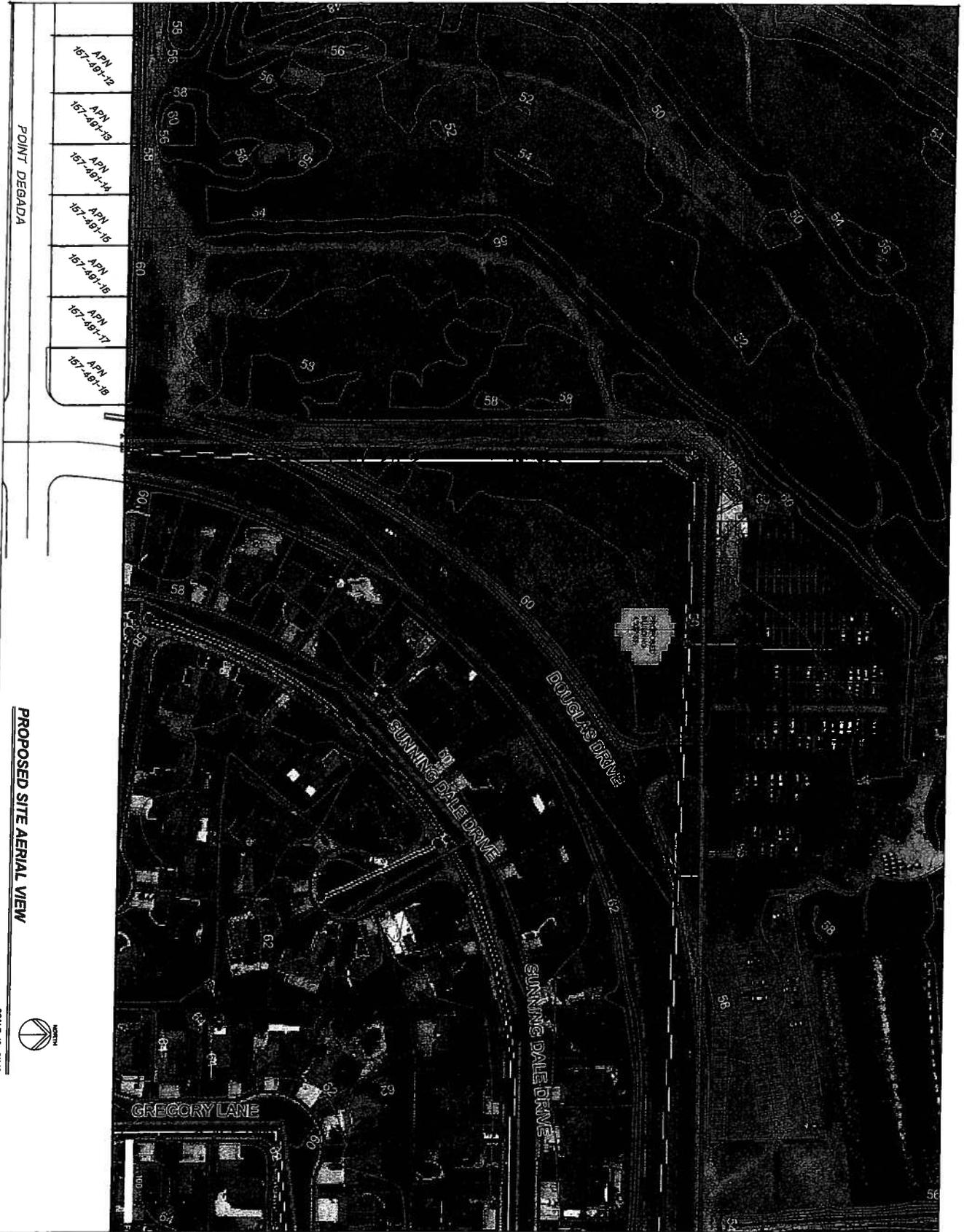
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40	PROPOSED SITE PLAN	11/15/2011

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 818 Columbia Drive
 Suite 100
 San Juan Capistrano, CA 92675
 (949) 782-8800
 info@hayerarchitecture.com

PRO KIDS OCEANSIDE
 ELY CALLAWAY GOLF & LEARNING CENTER
 PROJECT ADDRESS:
 825 Douglas Drive
 Oceanside, CA 92057
 LEGAL DESCRIPTION:
 Portion of Parcel # of PM 8879
 APN: 157-021-05
 OWNER/SUBOWNER
 City of Oceanside
 300 North Coast Hwy,
 Oceanside, CA 92054
 (760) 435-3065

Legend:
 ■ NOT FOR CONSTRUCTION
 □ Proposed
 □ Design
 □ Other
 □ FOR CONSTRUCTION
 □ New Data
 □ Correction
 □ Other

A11



APN 167-491-12
APN 167-491-13
APN 167-491-14
APN 167-491-15
APN 167-491-16
APN 167-491-17
APN 167-491-18

POINT DEGADA

PROPOSED SITE AERIAL VIEW

SCALE: 1" = 80'



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 914 Camino del Mar
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 760.372.2000
 760.372.2002
 info@hayerarchitecture.com

PRO KIDS OCEANSIDE

ELY CALLAWAY
 GOLF & LEISURE CENTER

PROJECT ADDRESS:
 823 Douglas Drive
 Oceanside, CA 92057

LEGAL DESCRIPTION:
 Portion of Parcel 4 of PM 8979

APN: 157-021-08
 OWNERS/BONDWER
 City of Oceanside
 300 North Coast Hwy,
 Oceanside, CA 92054
 (760) 435-3005

DATE: 02/02/10
 DRAWN BY: [Name]
 CHECKED BY: [Name]

- Address
- NOT FOR CONSTRUCTION
- Circle
- Rectangle
- Triangle
- Circle with dot
- Circle with cross
- Circle with star
- Circle with plus
- Circle with asterisk
- Circle with x
- Circle with y
- Circle with z
- Circle with a
- Circle with b
- Circle with c
- Circle with d
- Circle with e
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- Circle with g
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- Circle with z

A13

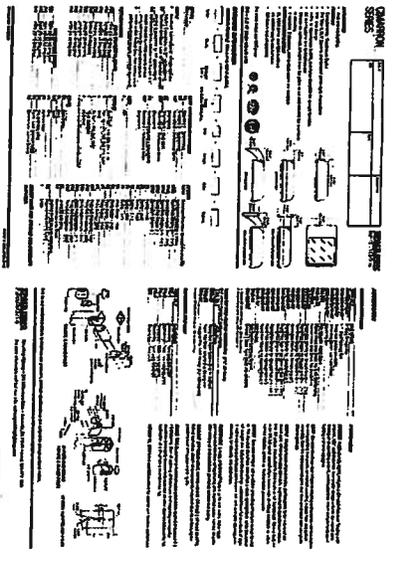
FIGURE CUTS



Luminaire A

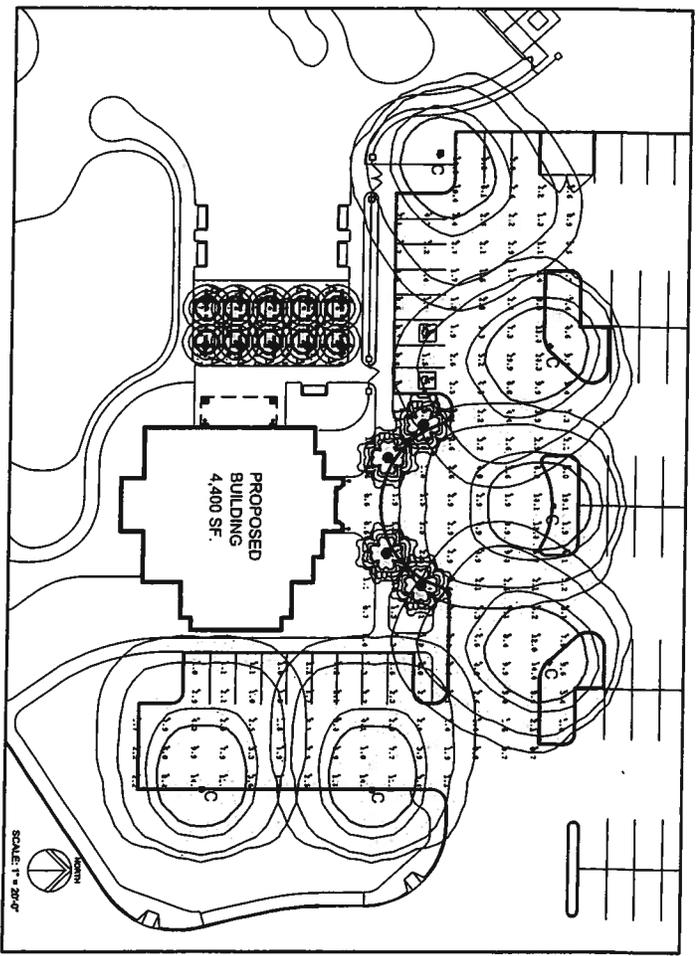


Luminaire B



Luminaire C

PHOTOMETRIC STUDY



SCALE: 1" = 20'-0"

LUMINAIRE SCHEDULE

SYMBOL	QTY.	LABEL	ARRANGEMENT	LUMENS	LF	DESCRIPTION
A	10	650mm	SINGLE	980	1,000	
B	4	CB9-S-45-CO-XC-100HPS-Clear Lamp	SINGLE	9500	0,800	CB9-S-45-CO-XC-100HPS
C	6	CH1-S25-H4	SINGLE	27000	0,900	CH1-S25-H4

CALCULATION SUMMARY

LABEL	CALLTYPE	UNITS	AVG.	MAX.	MIN.	AVG./MIN.	MAX./MIN.
Object 1	Recur	Illuminance	Fc	3.87	14.5	0.5	7.74
							29.00

NOTES

1. Mounting Heights as marked on plan
2. Calc pts @ 0' A.F.F.
3. Calculations have been performed according to information provided regarding room dimensions, reflectances, luminaire and architectural element placement. Some differences between measured values and calculated results may occur if the real environment conditions do not match the input data.
4. Photometric Data used as input for these calculations is based on established IES procedures and published lamp & ballast ratings.
5. Field Performance will depend on actual temp, ballast, electrical and site characteristics.

hayer architects

845 Camino Del Rio
 Suite 100
 San Diego, CA 92108
 619.594.8800
 1/250 7th Street
 San Diego, CA 92101
 619.594.8800

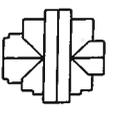


PRO KIDS OCEANSIDE
 EY/CAL/MWY
 GOLF & LEARNING CENTER

PROJECT ADDRESS:
 683 Douglas Drive
 Oceanside, CA 92067

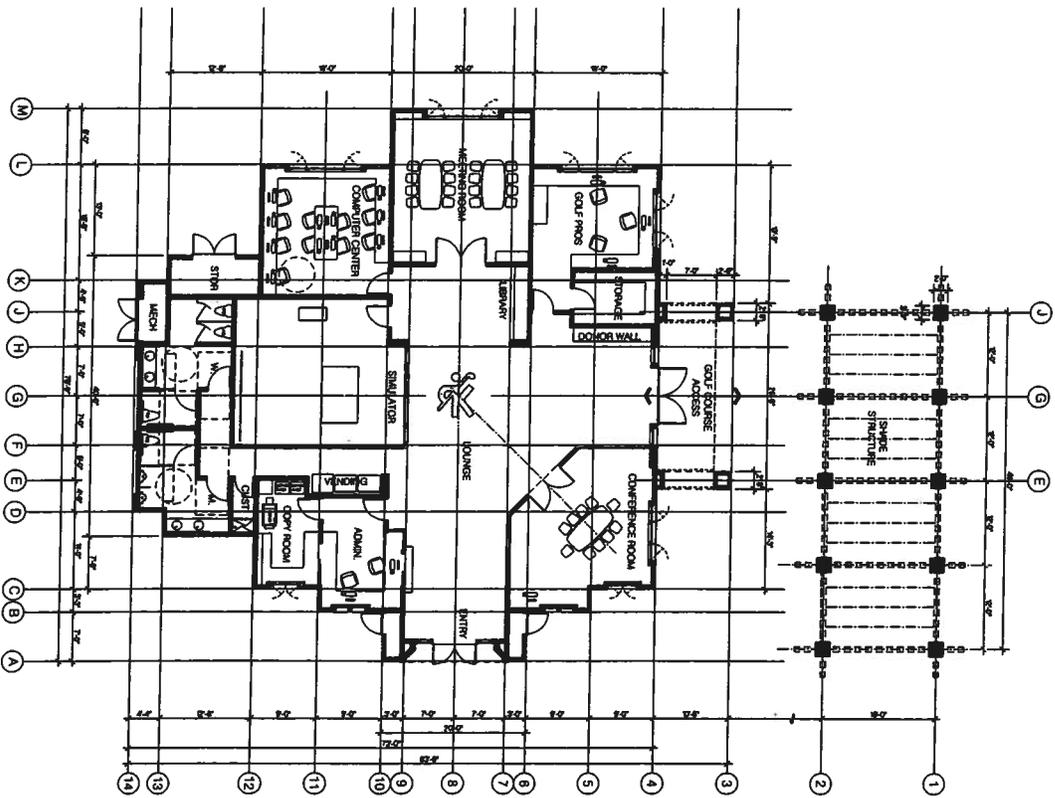
LEGAL DESCRIPTION:
 Portion of Parcel # of PM 8879
 APN: 157-021-05
 OWNERS/SUBOWNER
 City of Oceanside
 300 North Coast Hwy,
 Oceanside, CA 92064
 (760) 435 3065

Drawn by: Andrew
 1/1/2010



A1.4

PHOTOMETRIC STUDY



FIRST FLOOR PLAN
SCALE: 3/8" = 1'-0"

h a y e t architect

315 Capital Blvd.
Suite 100
Oceanside, CA 92054
760.792.8000
760.792.8002
info@hayetarchitect.com



Project: **PRO KIDS OCEANSIDE**

ELY CALLAWAY GOLF & LEARNING CENTER

PROJECT ADDRESS:
825 Douglas Drive
Oceanside, CA 92057

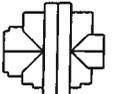
LEGAL DESCRIPTION:
Portion of Parcel # of PM 8879
APN: 157-021-06

OWNER/SUBOWNER
City of Oceanside
300 North Coast Hwy.
Oceanside, CA 92054
(760) 435.3955

Date: 02/25/10
1/14/2010
1/14/2010

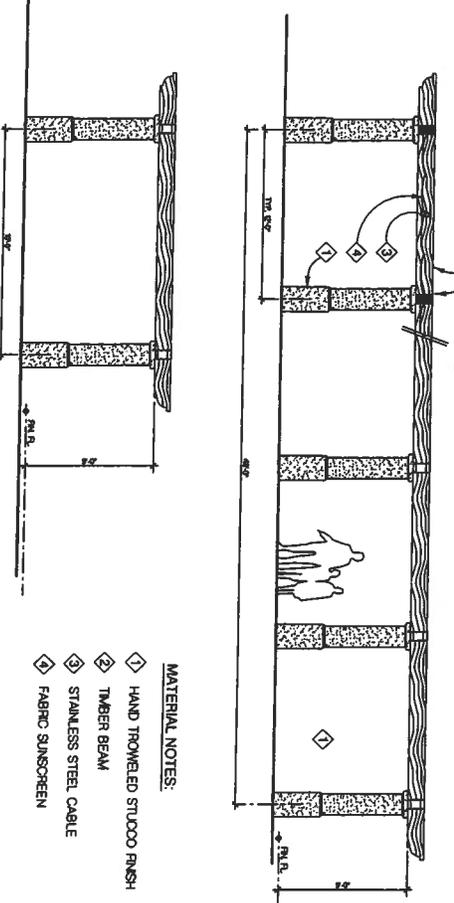
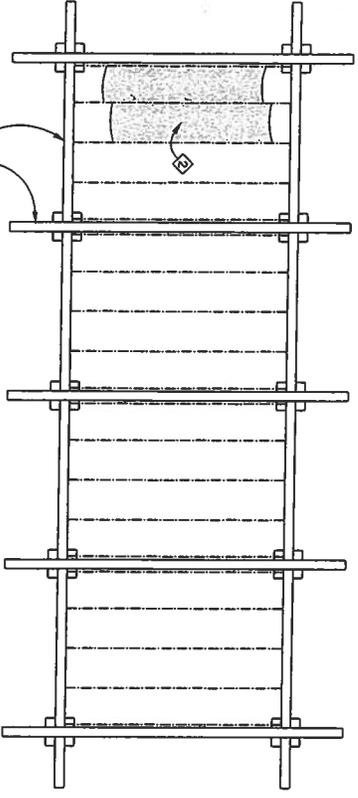
NOT FOR CONSTRUCTION

- Change
 - Preliminary
 - Design Dev.
 - Bid
 - Other
- FOR CONSTRUCTION
- Per Check
 - Construction
 - Other

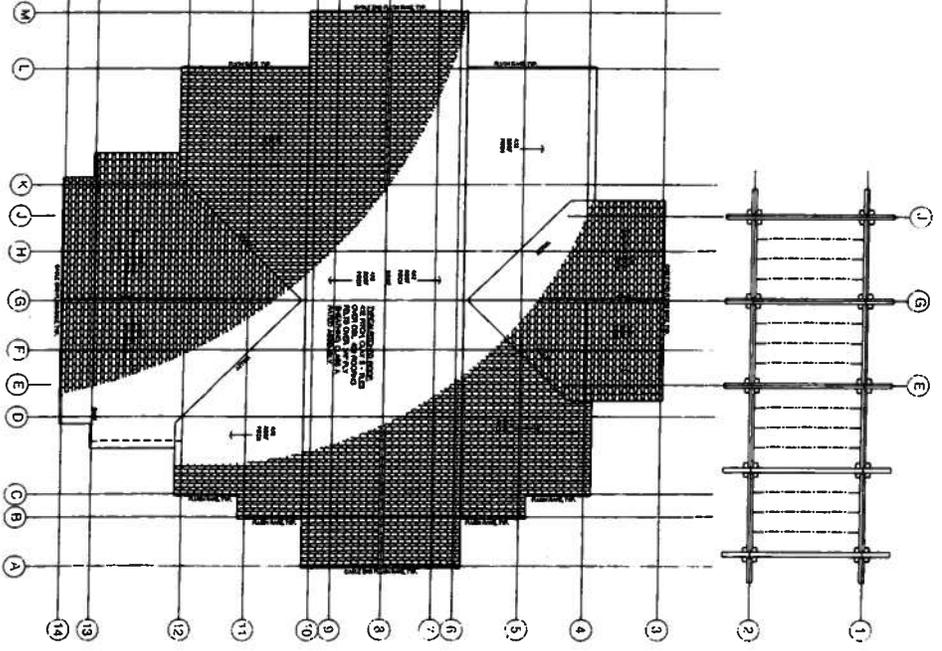


A2.1

Sheet: A2.1



- MATERIAL NOTES:**
- 1 HAND THOMBED STUCCO FINISH
 - 2 TIMBER BEAM
 - 3 STAINLESS STEEL CABLE
 - 4 FABRIC SUNSCREEN



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 info@hayerarchitecture.com

Project
PRO KIDS OCEANSIDE
 ELY GULLAWAY
 GOLF & LEARNING CENTER
PROJECT ADDRESS:
 825 Douglas Drive
 Oceanside, CA 92057
LEGAL DESCRIPTION:
 Portion of Parcel 4 of PM 8879
 APN: 157-021-06
OWNER/SUBOWNER
 City of Oceanside
 300 North Coast Hwy,
 Oceanside, CA 92054
 (760) 435-3065

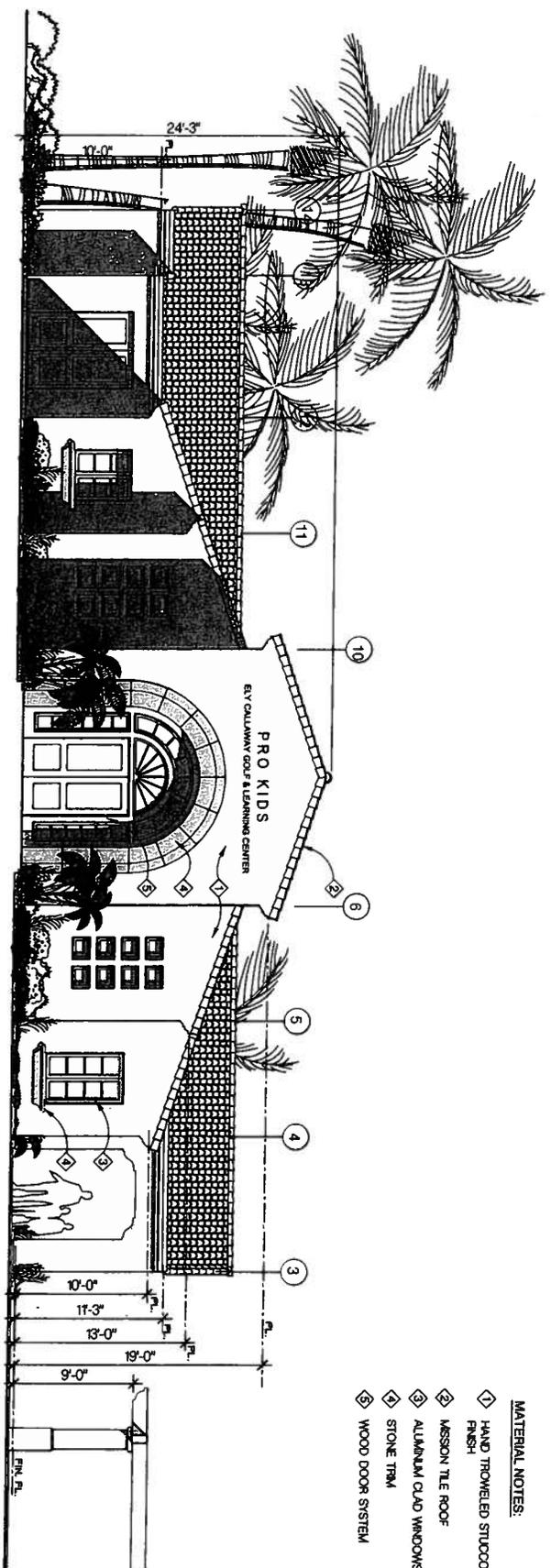
Notes:

- 1. NOT FOR CONSTRUCTION
- 2. Contractor
- 3. Designer/Arch.
- 4. Engineer
- 5. Other
- 6. FIRM CONTRACTOR
- 7. New Construction
- 8. Renovation
- 9. Other

Scale: 1/8" = 1'-0"

North Arrow

A3.1

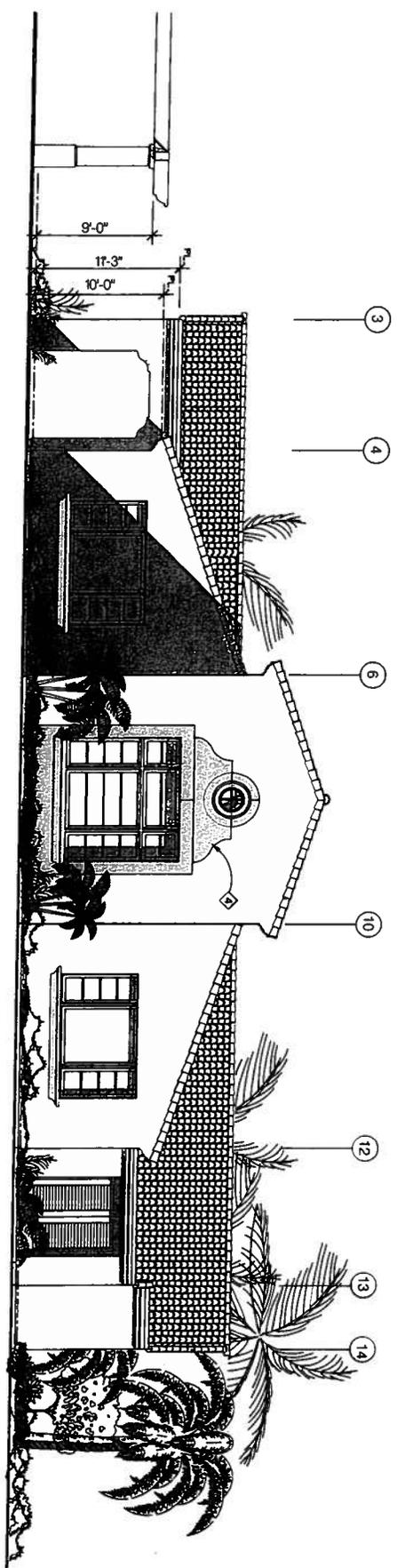


NORTH ELEVATION
SCALE: 1/8" = 1'-0"

- MATERIAL NOTES:**
- ① HAND TROWELED STUCCO FINISH
 - ② MISSION TILE ROOF
 - ③ ALUMINUM CLAD WINDOWS
 - ④ STONE TRIM
 - ⑤ WOOD DOOR SYSTEM

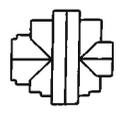
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 845 Camino Del Mar
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 San Marcos, CA 92069
 (760) 762-2800
 (760) 762-2822
 info@hayerarchitecture.com

PRO KIDS OCEANSIDE
 ELY CULINARY GOLF & LEARNING CENTER
 PROJECT ADDRESS:
 825 Douglas Drive
 OceanSide, CA 92057
 LEGAL DESCRIPTION:
 Portion of Parcel # of PM 8879
 APN: 157-021-08
 OWNER/SUBOWNER
 City of OceanSide
 300 North Coast Hwy,
 OceanSide, CA 92054
 (760) 435-3085

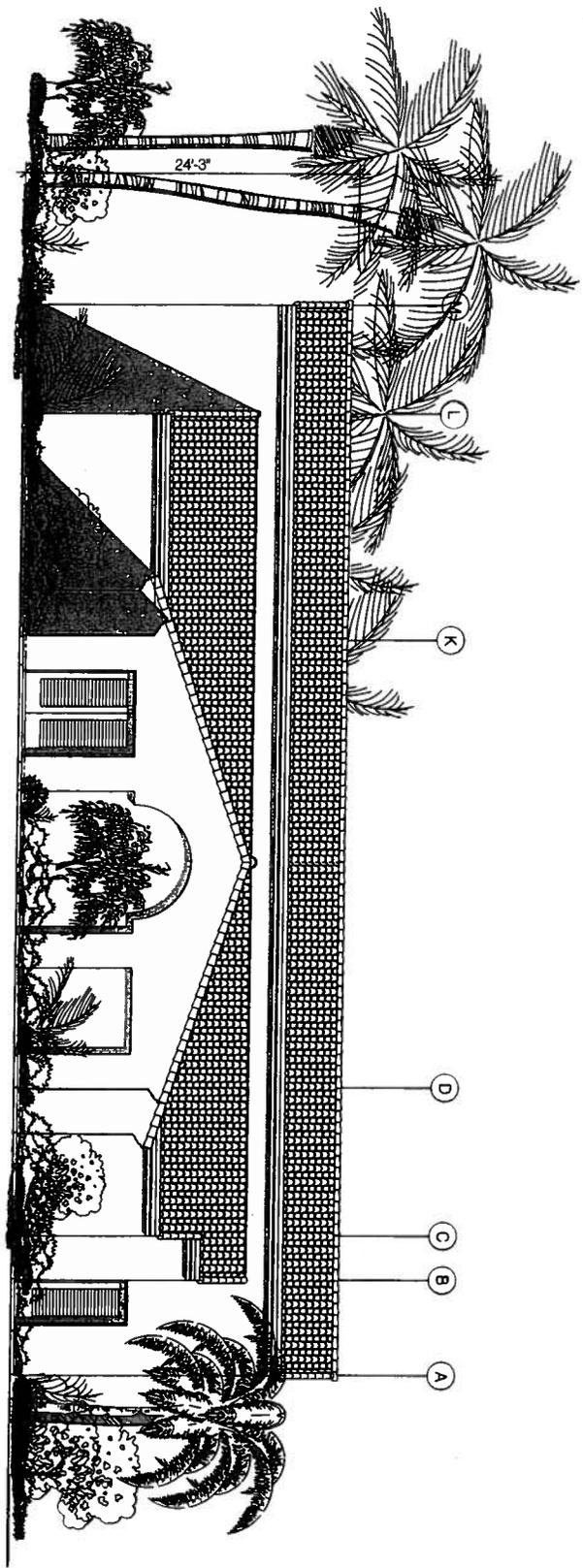


SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

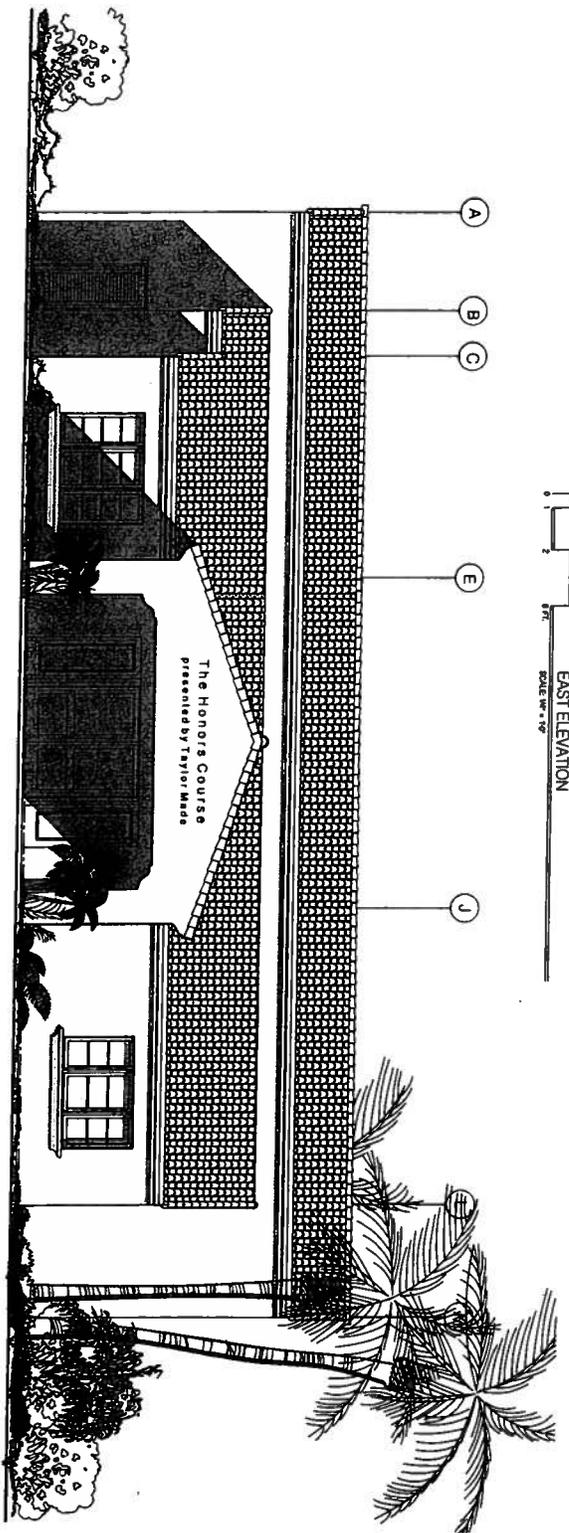
- NOTATION CONSTRUCTION**
- Concrete
 - Masonry
 - Drywall
 - Insulation
 - Other
 - FIRM CONSTRUCTION
 - Palm Climb
 - Other



A4.1



EAST ELEVATION
SCALE: 1/8" = 1'-0"



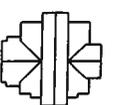
WEST ELEVATION
SCALE: 1/8" = 1'-0"



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315 Capitol Mall
Suite 1100
Oakland, CA 94612
415.762.8888
info@hayerarch.com
www.hayerarch.com

PRO KIDS OCEANSIDE
GOLF & LEARNING CENTER
ELY CALLAWAY
PROJECT ADDRESS:
825 Douglas Drive
Oceanside, CA 92057
LEGAL DESCRIPTION:
Portion of Parcel 4 of PM 8079
APN: 157-021-08
OWNERS/BIDDERS
City of Oceanside
300 North Coast Hwy,
Oceanside, CA 92054
(760) 435-3055

- **Notes**
- NOT FOR CONSTRUCTION
- Change
- Deleted
- Added
- Change Size
- Change Color
- Other
- FOR CONSTRUCTION
- New Class
- Considerable
- Other
- **Tag Map**



• **Sheet**

A4.2

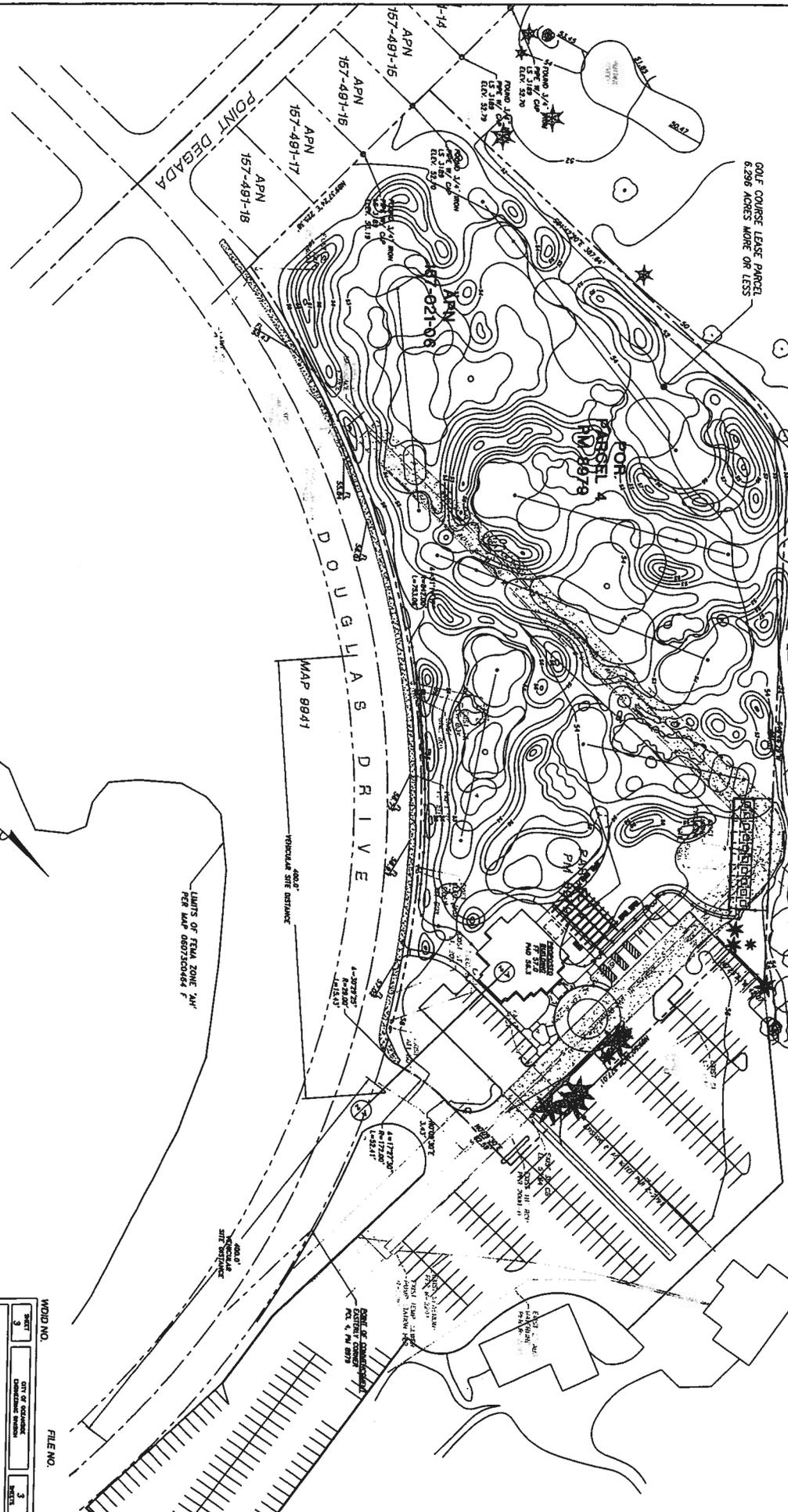
• **Sheet**

SE 1/4,
NW 1/4,
SEC. 5

SEC. 5

NW 1/4,
NE 1/4,
SEC. 5

GOLF COURSE LEAST PARCEL
6.296 ACRES MORE OR LESS



3-Dimensional Engineering, Inc.
 11111 N. 111th St., Suite 111
 P.O. BOX 791 POWAY, CA 92074 (951)748-8333 FAX (951)748-4412



APPROVED CHANGES:

NO.	DESCRIPTION	APPROVED	DATE

CITY BENCHMARK:
 Municipal BENCH MARK & MONITOR STATION
 DATE: MAY 1988
 Location: 101' OF MAIN CANAL OF CANAL OF THE DISTRICT
 OF ARROYO AVILA ROAD & 4TH STREET
 Method: From CITY OF LOS ANGELES
 Date: 05/17/88
 Name: M.S.L.

WOUND NO.	FILE NO.
3	3
3	3

PRO KIDS GOLF COURSE
 423 DOUGLAS DRIVE

APPROVED BY: [Signature]
 DATE: [Date]

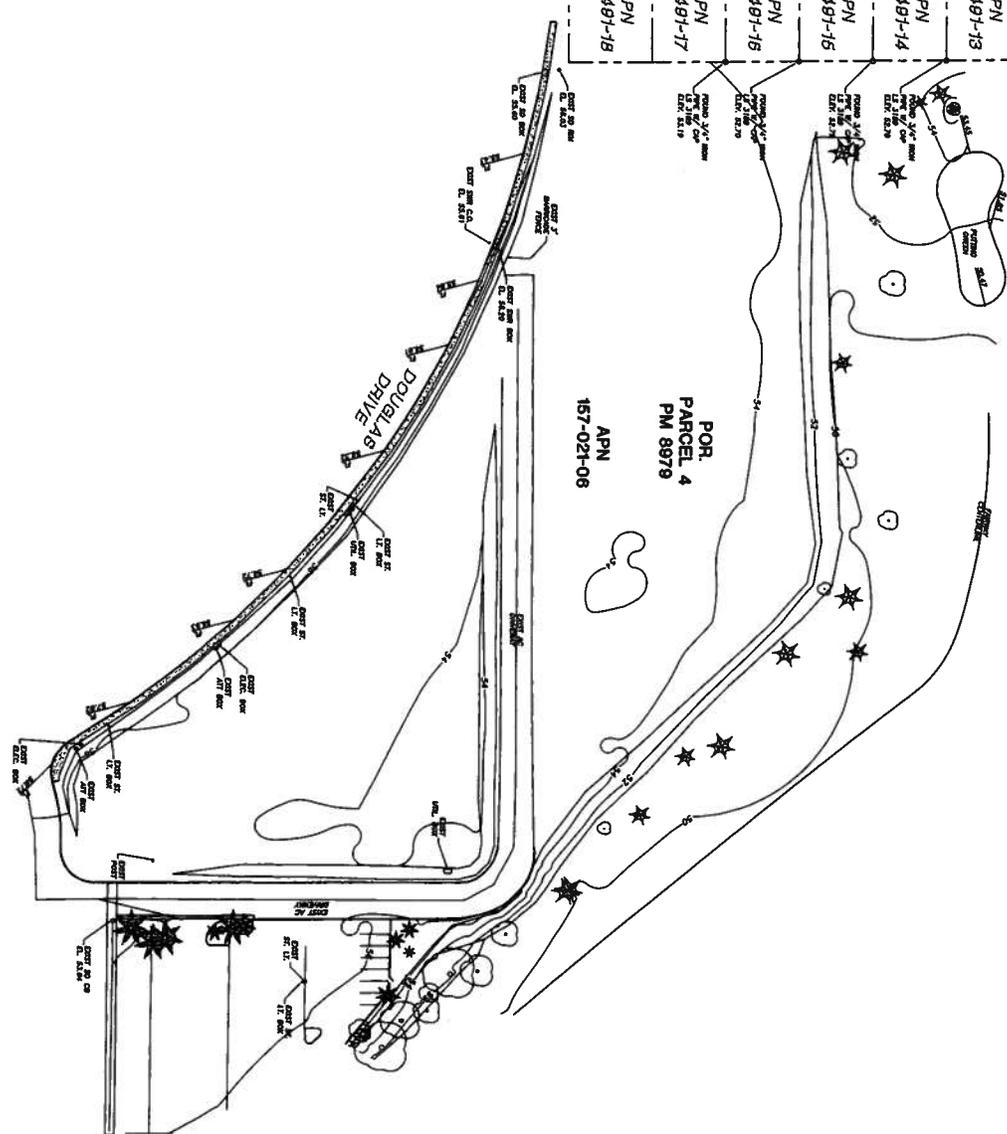
NOTES

1. THIS MAP OF EXISTING TOPOGRAPHY HAS BEEN DRAWN BASED ON MEASUREMENTS FROM THE RECORD OF SURVEY AND FIELD DATA OF PROPERTY RECORDS. THIS MAP IS INTENDED FOR USE ONLY AS A REFERENCE TO THE EXISTING TOPOGRAPHY. ANY CONSTRUCTION SHALL BE BASED ON THE RECORD OF SURVEY AND FIELD DATA.
2. THE LOCATION OF UTILITIES SHOWN ON THIS MAP IS FROM RECORDS MAINTAINED BY THE CITY OF OCEANSIDE. THE LOCATION OF UTILITIES SHOWN ON THIS MAP IS FROM RECORDS MAINTAINED BY THE CITY OF OCEANSIDE. THE LOCATION OF UTILITIES SHOWN ON THIS MAP IS FROM RECORDS MAINTAINED BY THE CITY OF OCEANSIDE.

LEGEND

DESCRIPTION	SYMBOL
P.L.C. CURB	---
EXISTING SPOT ELEVATION	•
EXISTING CONTAIN	○
EXISTING TREE	★

APN 157-487-12
APN 157-487-13
APN 157-487-14
APN 157-487-15
APN 157-487-16
APN 157-487-17
APN 157-487-18



PARCEL 4
PM 8079
APN 157-021-06

ABBREVIATIONS:

- 5' CENTER LINE
- 1/4" FT. LT.
- 1/4" FT. RT.
- 1/4" FT. LT.
- 1/4" FT. RT.
- 1/4" FT. LT.
- 1/4" FT. RT.

LEGAL DESCRIPTION

PORTION OF PARCEL 4
OF PM 8079
APN 157-021-06

EASEMENT

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. THEREFORE, EASEMENTS LISTED IN THE TITLE REPORT ARE NOT SHOWN.

**TOPOGRAPHIC MAP OF
PRO KIDS GOLF COURSE
OCEANSIDE, CA 92057**

WIDD NO.	FILE NO.
3	

PRO KIDS GOLF COURSE	
825 DOUGLAS DRIVE	
APPROVED	DATE
BY: [Signature]	1-24-01

APPROVED CHANGES:

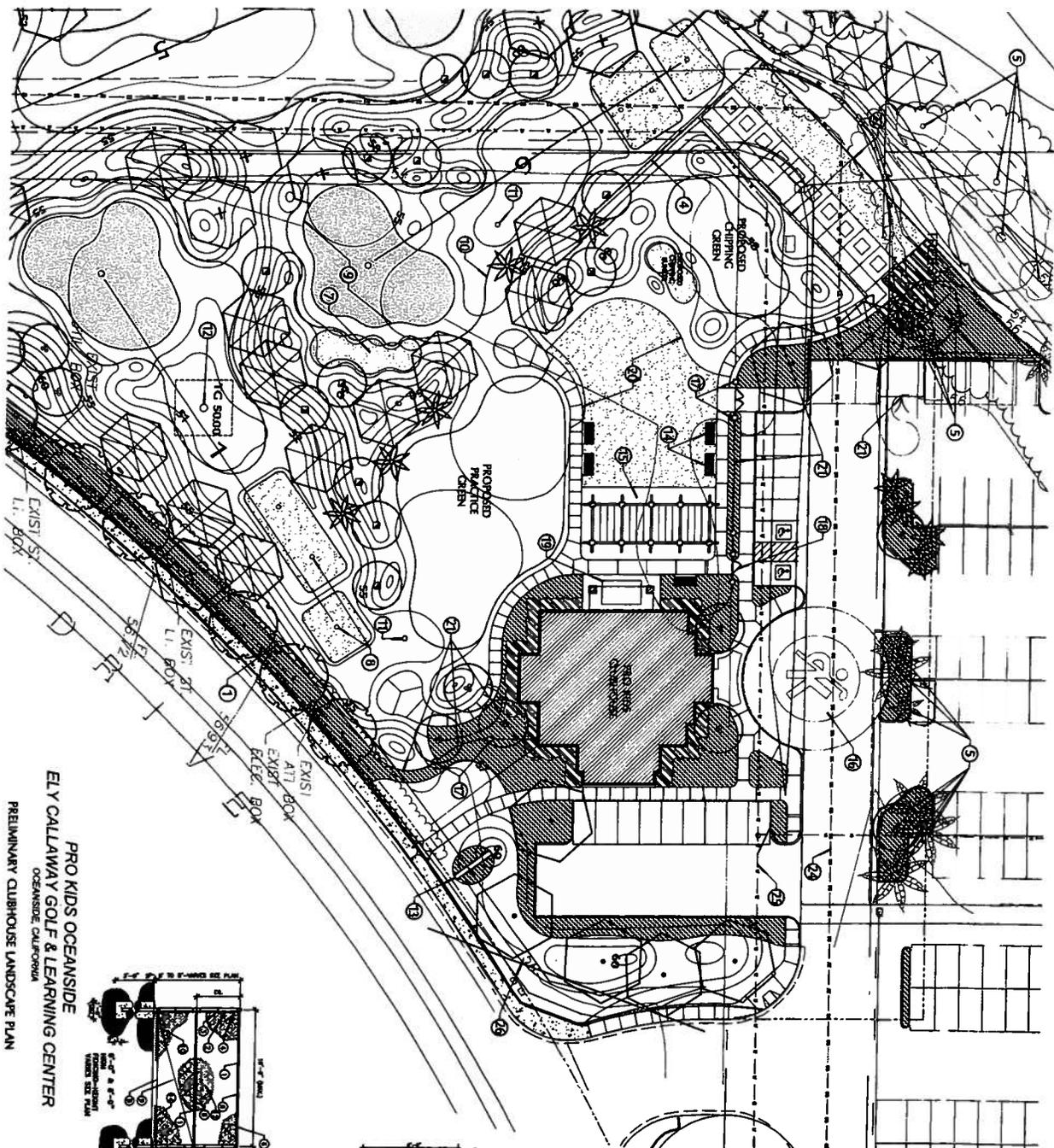
DESCRIPTION	DATE	BY



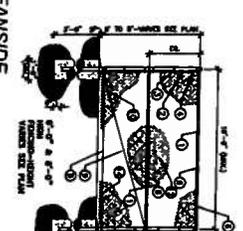
SCALE 1" = 40'

DEVELOPMENT NOTES
SEE OTHERS IN COMPLETE WITH PERMITS
DATE TO BE SUBMITTED BY 06/15/01

Tri-Dimensional Engineering, Inc.
REGISTERED PROFESSIONAL ENGINEERS
P.O. BOX 701 POWAY, CA 92074 (951)746-6333 FAX (951)746-0412

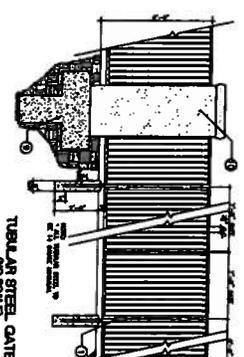


PRO KIDS OCEANSIDE
ELY CALLAWAY GOLF & LEARNING CENTER
 OCEANSIDE, CALIFORNIA
 PRELIMINARY CLUBHOUSE LANDSCAPE PLAN



BLACK SHALE SQUARE
 12'-0" WIDE

- LEGEND**
- 1 1/2" DIA. PVC CHAIN LINK
 - 2 1/2" DIA. PVC CHAIN LINK
 - 3 1/2" DIA. PVC CHAIN LINK
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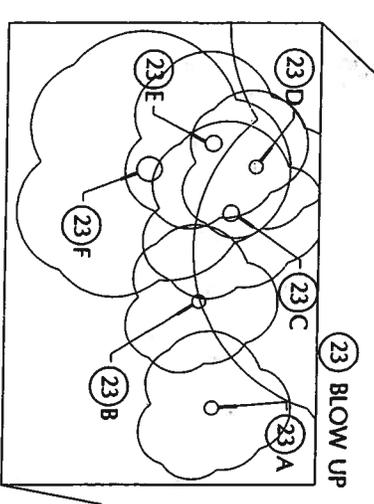
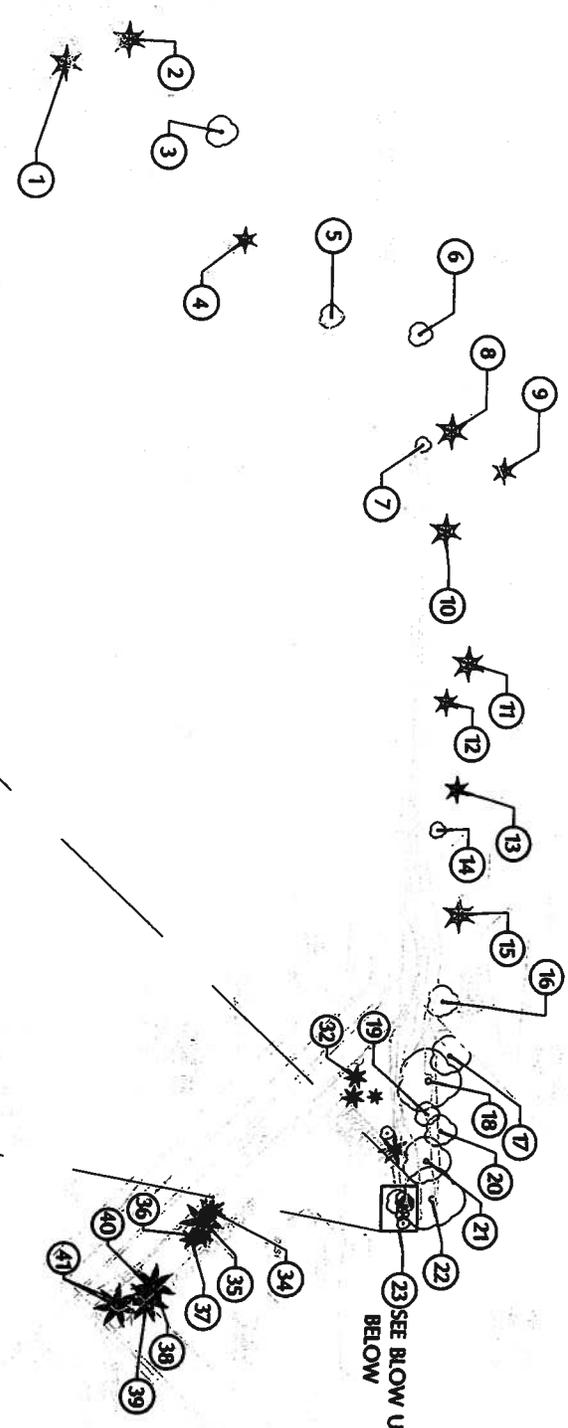
- TUBULAR STEEL GATE**
 12'-0" WIDE
- LEGEND**
- 1 1/2" DIA. PVC CHAIN LINK
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- NOTES**
- 1 SOLID FINISHES OF COAT COLORS WITH BLACK WHITE CHAIN LINK FROM UNDERLAYER - FROM THE END OF FINISH LINE TO FINISH LINE IS 1/2" OR 1"
 - 2 FINISHES THROUGH 1/2" GAPS
 - 3 1/2" X 1/2" X 1/2" BRICK PAVING
 - 4 FINISHES THROUGH 1/2" GAPS
 - 5 FINISHES THROUGH 1/2" GAPS
 - 6 FINISHES THROUGH 1/2" GAPS
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ITEM	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
1	CONCRETE	100	CU YD	150.00	15000.00
2	PAVING	500	SQ YD	10.00	5000.00
3	IRONING	200	SQ YD	5.00	1000.00
4	PAVING	100	SQ YD	10.00	1000.00
5	PAVING	50	SQ YD	10.00	500.00
6	PAVING	25	SQ YD	10.00	250.00
7	PAVING	12.5	SQ YD	10.00	125.00
8	PAVING	6.25	SQ YD	10.00	62.50
9	PAVING	3.125	SQ YD	10.00	31.25
10	PAVING	1.5625	SQ YD	10.00	15.625
11	PAVING	0.78125	SQ YD	10.00	7.8125
12	PAVING	0.390625	SQ YD	10.00	3.90625
13	PAVING	0.1953125	SQ YD	10.00	1.953125
14	PAVING	0.09765625	SQ YD	10.00	0.9765625
15	PAVING	0.048828125	SQ YD	10.00	0.48828125
16	PAVING	0.0244140625	SQ YD	10.00	0.244140625
17	PAVING	0.01220703125	SQ YD	10.00	0.1220703125
18	PAVING	0.006103515625	SQ YD	10.00	0.06103515625
19	PAVING	0.0030517578125	SQ YD	10.00	0.030517578125
20	PAVING	0.00152587890625	SQ YD	10.00	0.0152587890625
21	PAVING	0.000762939453125	SQ YD	10.00	0.00762939453125
22	PAVING	0.0003814697265625	SQ YD	10.00	0.003814697265625
23	PAVING	0.00019073486328125	SQ YD	10.00	0.0019073486328125
24	PAVING	0.000095367431640625	SQ YD	10.00	0.00095367431640625
25	PAVING	0.0000476837158203125	SQ YD	10.00	0.000476837158203125
26	PAVING	0.00002384185791015625	SQ YD	10.00	0.0002384185791015625
27	PAVING	0.000011920928955078125	SQ YD	10.00	0.00011920928955078125
28	PAVING	0.000059604644775390625	SQ YD	10.00	0.00059604644775390625
29	PAVING	0.0000298023223876953125	SQ YD	10.00	0.000298023223876953125
30	PAVING	0.00001490116119384765625	SQ YD	10.00	0.0001490116119384765625
31	PAVING	0.000007450580596923828125	SQ YD	10.00	0.00007450580596923828125
32	PAVING	0.0000037252902984619140625	SQ YD	10.00	0.000037252902984619140625
33	PAVING	0.00000186264514923095703125	SQ YD	10.00	0.0000186264514923095703125
34	PAVING	0.000000931322574615478515625	SQ YD	10.00	0.00000931322574615478515625
35	PAVING	0.0000004656612873077392578125	SQ YD	10.00	0.000004656612873077392578125
36	PAVING	0.00000023283064365386962890625	SQ YD	10.00	0.0000023283064365386962890625
37	PAVING	0.000000116415321826934814453125	SQ YD	10.00	0.00000116415321826934814453125
38	PAVING	0.0000005820766091346724072265625	SQ YD	10.00	0.000005820766091346724072265625
39	PAVING	0.00000029103830456733620361328125	SQ YD	10.00	0.0000029103830456733620361328125
40	PAVING	0.000000145519152283668101806640625	SQ YD	10.00	0.00000145519152283668101806640625
41	PAVING	0.0000000727595761418340509033203125	SQ YD	10.00	0.000000727595761418340509033203125
42	PAVING	0.00000003637978807091702545166015625	SQ YD	10.00	0.0000003637978807091702545166015625
43	PAVING	0.000000018189894035458512725830078125	SQ YD	10.00	0.00000018189894035458512725830078125
44	PAVING	0.0000000090949470177292563629150390625	SQ YD	10.00	0.000000090949470177292563629150390625
45	PAVING	0.00000000454747350886462818145751953125	SQ YD	10.00	0.0000000454747350886462818145751953125
46	PAVING	0.000000002273736754432314090728759765625	SQ YD	10.00	0.00000002273736754432314090728759765625
47	PAVING	0.0000000011368683772161570453643798828125	SQ YD	10.00	0.000000011368683772161570453643798828125
48	PAVING	0.00000000568434188608078522268219944140625	SQ YD	10.00	0.0000000568434188608078522268219944140625
49	PAVING	0.000000002842170943040392611341099720703125	SQ YD	10.00	0.00000002842170943040392611341099720703125
50	PAVING	0.0000000014210854715201963056705498603515625	SQ YD	10.00	0.000000014210854715201963056705498603515625
51	PAVING	0.00000000071054273576009815283527493017578125	SQ YD	10.00	0.00000000071054273576009815283527493017578125
52	PAVING	0.000000000355271367880049076417637465087890625	SQ YD	10.00	0.000000000355271367880049076417637465087890625
53	PAVING	0.0000000001776356839400245382088187325439453125	SQ YD	10.00	0.0000000001776356839400245382088187325439453125
54	PAVING	0.00000000008881784197001226910440936627197265625	SQ YD	10.00	0.00000000008881784197001226910440936627197265625
55	PAVING	0.00000000004440892098500613455220468313596328125	SQ YD	10.00	0.00000000004440892098500613455220468313596328125
56	PAVING	0.00000000002220446049250306727610234156981640625	SQ YD	10.00	0.00000000002220446049250306727610234156981640625
57	PAVING	0.0000000000111022302462515338051171707847828125	SQ YD	10.00	0.0000000000111022302462515

EXISTING TREE LEGEND

TREE SURVEY			
NO.	VARIETY	DBH 18"	REMARKS
1	PAVE HOLLOWERS	3"	
2	PAVE HOLLOWERS	1"	
3	QUALYUS (SPECIES)	2"	
4	PAVE HOLLOWERS	1"	
5	QUALYUS (SPECIES)	1"	
6	QUALYUS (SPECIES)	1"	
7	QUALYUS (SPECIES)	1"	
8	PAVE HOLLOWERS	2"	
9	PAVE HOLLOWERS	2"	
10	PAVE HOLLOWERS	3"	
11	PAVE HOLLOWERS	2"	
12	PAVE HOLLOWERS	1"	
13	PAVE HOLLOWERS	3"	
14	QUALYUS (SPECIES)	1"	
15	PAVE HOLLOWERS	3"	
16	QUALYUS (SPECIES)	1"	
17	QUALYUS (SPECIES)	2"	
18	QUALYUS (SPECIES)	3"	
19	QUALYUS (SPECIES)	1"	
20	QUALYUS (SPECIES)	2"	
21	QUALYUS (SPECIES)	2"	
22	QUALYUS (SPECIES)	5"	
23A	QUALYUS (SPECIES)	4"	
23B	QUALYUS (SPECIES)	3"	
23C	QUALYUS (SPECIES)	1"	
23D	QUALYUS (SPECIES)	1"	
23E	QUALYUS (SPECIES)	1"	
23F	QUALYUS (SPECIES)	2"	
29	QUALYUS (SPECIES)	12"	
30	QUALYUS (SPECIES)	15"	
31	PAVE HOLLOWERS	3"	
32	PAVE HOLLOWERS	10"	
33	PAVE HOLLOWERS	2"	
34	WASHINGTON REDTICK	-	4"
35	WASHINGTON REDTICK	-	2"
36	WASHINGTON REDTICK	-	3"
37	WASHINGTON REDTICK	-	2"
38	WASHINGTON REDTICK	-	2"
39	WASHINGTON REDTICK	-	2"
40	WASHINGTON REDTICK	-	4"
41	WASHINGTON REDTICK	-	10' / 2"



PRO KIDS OCEANSIDE
 ELY CALLAWAY GOLF & LEARNING CENTER
 OCEANSIDE, CALIFORNIA
 EXISTING TREE SURVEY



1 PLANNING COMMISSION
2 RESOLUTION NO. 2011-P21

3 A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY
4 OF OCEANSIDE, CALIFORNIA APPROVING A DEVELOPMENT
5 PLAN AND CONDITIONAL USE PERMIT ON CERTAIN REAL
6 PROPERTY IN THE CITY OF OCEANSIDE

7 APPLICATION NO: D10-00008, C10-00025
8 APPLICANT: Pro Kids Golf, William Hayer
9 LOCATION: 825 Douglas Drive (Oceanside Municipal Golf Course)

10 THE PLANNING COMMISSION OF THE CITY OF OCEANSIDE, CALIFORNIA DOES
11 RESOLVE AS FOLLOWS:

12 WHEREAS, there was filed with this Commission a verified petition on the forms
13 prescribed by the Commission requesting a Development Plan and Conditional Use Permit
14 under the provisions of Articles 15, 30, 31, 40, 41, and 43 of the Zoning Ordinance of the City
15 of Oceanside to permit the following:

16 construction of a 4,327-square foot clubhouse/learning center, golf practice area, and
17 six hole par-3 golf course for kids ages 7 to 17, and located immediately adjacent to and
18 integrated into the Oceanside Municipal Golf Course

19 on certain real property described in the project description.

20 WHEREAS, the Planning Commission, after giving the required notice, did on the 13th
21 day of June, 2011 conduct a duly advertised public hearing as prescribed by law to consider said
22 application.

23 WHEREAS, pursuant to the California Environmental Quality Act of 1970, and State
24 Guidelines thereto; this project constitutes "Existing Facilities", and the project is categorically
25 exempt, Class 1, "Existing Facilities" (Section 15301) from environmental review;

26 WHEREAS, the documents or other material which constitutes the record of proceedings
27 upon which the decision is based will be maintained by the City of Oceanside Planning Division,
28 300 North Coast Highway, Oceanside, California 92054.

29 WHEREAS, there is hereby imposed on the subject development projects certain fees,
dedications, reservations and other exactions pursuant to state law and city ordinance;

1 WHEREAS, pursuant to Gov't Code §66020(d)(1), NOTICE IS HEREBY GIVEN that
 2 the project is subject to certain fees, dedications, reservations and other exactions as provided
 3 below:

<u>Description</u>	<u>Authority for Imposition</u>	<u>Current Estimate Fee or Calculation Formula</u>
Drainage Fee	Ordinance No. 85-23 Resolution No. 06-R0334-1	Depends on area (range is \$2,843-\$15,964 per acre)
Public Facility Fee	Ordinance No. 91-09 Resolution No. 06-R0334-1	\$0.713 per square foot or \$713 per thousand square feet for non- residential uses
School Facilities	Ordinance No. 91-34	\$.42 per square foot non- residential for Oceanside
Mitigation Fee		
Traffic Signal Fee	Ordinance No. 87-19 Resolution No. 06-R0334-1	\$15.71 per vehicle trip
Thoroughfare Fee	Ordinance No. 83-01 Resolution No. 06-R0334-1	\$255 per vehicle trip (based on SANDAG trip generation table available from staff and from SANDAG)
(For commercial and industrial please note the 75 percent discount)		
Water System Buy-in Fees	Oceanside City Code §37.56.1 Resolution No. 87-96 Ordinance No. 09-OR 0092-1	Fee based on water meter size. Non-residential is \$36,775 for a 2" meter. + \$430
Wastewater System Buy-in Fees	Oceanside City Code § 29.11.1 Resolution No. 87-97 Ordinance No. 09-OR 0092-1	Based on capacity or water meter size. Non-residential is \$50,501 for a 2" meter.
San Diego County Water	SDCWA Ordinance No.	Based on meter size.
Authority Capacity Fees	2005-03	Non-residential is \$22,495 for a 2" meter. + \$863

1 WHEREAS, the current fees referenced above are merely fee amount estimates of the
2 impact fees that would be required if due and payable under currently applicable ordinances and
3 resolutions, presume the accuracy of relevant project information provided by the applicant, and
4 are not necessarily the fee amount that will be owing when such fee becomes due and payable;

5 WHEREAS, unless otherwise provided by this resolution, all impact fees shall be
6 calculated and collected at the time and in the manner provided in Chapter 32B of the Oceanside
7 City Code and the City expressly reserves the right to amend the fees and fee calculations
8 consistent with applicable law;

9 WHEREAS, the City expressly reserves the right to establish, modify or adjust any fee,
10 dedication, reservation or other exaction to the extent permitted and as authorized by law;

11 WHEREAS, pursuant to Gov't Code §66020(d)(1), NOTICE IS FURTHER GIVEN that
12 the 90-day period to protest the imposition of any fee, dedication, reservation, or other exaction
13 described in this resolution begins on the effective date of this resolution and any such protest
14 must be in a manner that complies with Section 66020;

15 WHEREAS, pursuant to Oceanside Zoning Ordinance §4603, this resolution becomes
16 effective 10 days from its adoption in the absence of the filing of an appeal or call for review;

17 WHEREAS, studies and investigations made by this Commission and in its behalf reveal
18 the following facts:

19 FINDINGS:

20 For the Development Plan:

- 21 1. The proposed location of the use is in accord with the objectives of this ordinance and the
22 purposes of the district in which the site is located because the development plan
23 proposal for the construction of a 4,327-square foot clubhouse/learning center, golf
24 practice area, and six hole par-3 golf course is consistent with the intent of the General
25 Plan Open Space (OS) Land Use Designation and Open Space (OS) zoning designation in
26 that all proposed improvements and on-site development will provide additional
27 community oriented recreational activities for the benefit of the youth of Oceanside and
28 the surrounding communities
- 29 2. The development of the Golf/Learning facility use proposed is consistent with the
Zoning Ordinance, the City Code, the Land Use Element, because the proposed
expansion of the equestrian facilities will allow development that will preserve,

1 enhance, and promote the heritage of the City while providing community oriented
2 services for disabled and able bodied persons, including Oceanside Citizens.

3 3. The project design and its physical aspects pertaining to height, building area, and location
4 meets or exceeds the applicable zoning criteria and development standards, and have
5 incorporated architectural elements that reflect the architectural character of the
6 surrounding single-family neighborhoods.

7 4. That the area covered by the Development Plan can be adequately, reasonably and
8 conveniently served by existing and planned public services, utilities, and public facilities.

9 5. That the site plan and physical design of the project is consistent with the policies
10 contained within Section 1.24 and 1.25 of the Land Use Element of the General Plan, the
11 Development Guidelines for Hillside, and Section 3039 of the Oceanside Zoning
12 ordinance, because the site is relatively flat and Hillside guidelines are not applicable to
13 this site, and the proposed development would be compatible with the adjacent municipal
14 golf course and would provide an essential recreational and life learning facility to benefit
15 the City's youth.

16 For the Conditional Use Permit:

17 1. That the proposed location of the Golf/Learning Facility use is in accord with the
18 objectives of the Oceanside Zoning Ordinance, and the purposes of the Open Space (OS)
19 zoning district in which the site is located, because the Open Space area adjacent to and
20 integrated into the existing municipal golf course was originally envisioned to be
21 developed with community oriented recreational type uses for the benefit of the Oceanside
22 Citizens.

23 2. That the proposed location of the Conditional Use and the proposed conditions under
24 which it would be operated or maintained will be consistent with the General Plan and
25 will not be detrimental to the public health, safety, or welfare of persons residing or
26 working in or adjacent to the area of the proposed use; and will not be detrimental to
27 properties or improvements in the vicinity or to the general welfare of the City because the
28 proposed site design and improvements proposed will provide extensive landscaping and
29 buffering from other uses and is consistent with the Open Space recreational vision of the
City owned property.

1 3. That the proposed Conditional Use will comply with the provisions of the Oceanside
2 Zoning Ordinance, including any specific condition required for the proposed conditional
3 use in the district in which it would be located.

4 NOW, THEREFORE, BE IT RESOLVED that the Planning Commission does hereby approve
5 Development Plan (D10-00008), and Conditional Use Permit (CUP10-00025) subject to the
6 following conditions:

7 1. This Development Plan and Conditional Use Permit approves only the following:
8 development and operation of a 4,327-square foot clubhouse/learning center, golf practice
9 area, and six hole par-3 golf course for kids ages 7 to 17, and located immediately
10 adjacent to and integrated into the Oceanside Municipal Golf Course in accordance with
11 the Property Use Agreement executed on July 14, 2010. Any substantial modification to
12 the Development Plan or Conditional Use Permit in the design, layout, or intensification
13 of the use shall require a revision to the Development Plan, a revision to the Conditional
14 Use Permit, and/or a new Development Plan, and/or Conditional Use Permit.

15 **Engineering:**

- 16 2. For the demolition of any existing structure or surface improvements; grading plans shall
17 be submitted and erosion control plans be approved by the City Engineer prior to the
18 issuance of a demolition permit. No demolition shall be permitted without an approved
19 erosion control plan.
- 20 3. Design and construction of all improvements shall be in accordance with the City of
21 Oceanside Engineers Design and Processing Manual, City Ordinances and Engineering
22 Standards and Specifications subject to approval by the City Engineer.
- 23 4. Prior to issuance of a building permit all improvement requirements shall be covered by a
24 development agreement and secured with sufficient improvement securities or bonds
25 guaranteeing performance and payment for labor and materials, setting of monuments,
26 and warranty against defective materials and workmanship.
- 27 5. Prior to the issuance of any building permits all off-site or frontage improvements
28 including landscaping and any required streets, curb and gutter and sidewalk shall be
29 under construction to the satisfaction of the City Engineer. All improvements shall be
completed prior to issuance of any certificates of occupancy.

1 6. Where proposed off-site improvements, including but not limited to slopes, public utility
2 facilities, and drainage facilities, are to be constructed, the owner/developer shall, at his
3 own expense, obtain all necessary easements or other interests in real property and shall
4 dedicate the same to the City of Oceanside as required. The owner/developer shall
5 provide documentary proof satisfactory to the City of Oceanside that such easements or
6 other interest in real property have been obtained prior to issuance of a grading permit for
7 the development. Additionally, the City of Oceanside, may at its sole discretion, require
8 that the owner/developer obtain at his sole expense a title policy insuring the necessary
9 title for the easement or other interest in real property to have vested with the City of
10 Oceanside or the owner/developer, as applicable.

11 7. A Declaration of Covenants, Conditions and Restrictions (DCC&R) is required (prior to
12 the grading permit), and will be reviewed and approved by the City Attorney. The
13 Declaration of Covenants, Conditions and Restrictions (DCC&R) shall be recorded
14 attesting to these improvement conditions prior to issuance of any grading permit.

15 8. Prior to the issuance of a grading permit, the owner/developer shall notify and host a
16 neighborhood meeting with all of the area residents located within 300 feet of the project
17 site, to inform them of the grading and construction schedule, and to answer questions.

18 9. The owner/developer shall monitor, supervise and control all construction and
19 construction-supportive activities, so as to prevent these activities from causing a public
20 nuisance, including but not limited to, insuring strict adherence to the following:

21 a) Dirt, debris and other construction material shall not be deposited on any public
22 street or within the City's storm water conveyance system.

23 b) All grading and related site preparation and construction activities shall be limited
24 to the hours of 7:00 a.m. to 6:00 p.m., Monday through Friday. No engineering
25 related construction activities shall be conducted on Saturdays, Sundays or legal
26 holidays unless written permission is granted by the City Engineer with specific
27 limitations to the working hours and types of permitted operations. All on-site
28 construction staging areas shall be as far as possible (minimum 100 feet) from any
29 existing residential development. Because construction noise may still be
intrusive in the evening or on holidays, the City of Oceanside Noise Ordinance

1 also prohibits "any disturbing excessive or offensive noise which causes
2 discomfort or annoyance to reasonable persons of normal sensitivity."

3 c) The construction site shall accommodate the parking of all motor vehicles used by
4 persons working at or providing deliveries to the site. An alternate parking site
5 can be considered by the City Engineer in the event that the lot size is too small
6 and cannot accommodate parking of all motor vehicles.

7 d) The owner/developer shall complete a haul route permit application (if required
8 for import/export of dirt) and submit to the City of Oceanside Engineering
9 Department 48 hours in advance of beginning of work. Hauling operations (if
10 required) shall be 8:00 a.m. to 3:30 p.m. unless approved otherwise.

11 10. It is the responsibility of the owner/developer to evaluate and determine that all soil
12 imported as part of this development is free of hazardous and/or contaminated material as
13 defined by the City and the County of San Diego Department of Environmental Health.
14 Exported or imported soils shall be properly screened, tested, and documented regarding
15 hazardous contamination.

16 11. A traffic control plan shall be prepared according to the City traffic control guidelines and
17 approved to the satisfaction of the City Engineer prior to the start of work within the
18 public right-of-way. Traffic control during construction of streets that have been opened
19 to public traffic shall be in accordance with construction signing, marking and other
20 protection as required by the Caltrans Traffic Manual and City Traffic Control Guidelines.
21 Traffic control plans shall be in effect from 8:00 a.m. to 3:30 p.m. unless approved
22 otherwise.

23 12. Sidewalk improvements shall comply with ADA requirements. Publicly maintained
24 pedestrian ramps maintained by the City of Oceanside must be fully located within public
25 right-of-way. Minimum curb return radius shall comply with the City of Oceanside
26 Engineers Design and Processing Manual.

27 13. Sight distance requirements at the project driveway or street shall conform to the corner
28 sight distance criteria as provided by SDRSD DS-20A and or DS-20B.

29 14. The pavement sections, traffic indices shall be based on approved geotechnical report and
in compliance with the City of Oceanside Engineers Design and Processing Manual. The

1 private project driveway alignments and geometric layouts shall meet the City of
2 Oceanside Engineers Design and Processing Manual.

3 15. Pavement sections for all public and private streets, public, driveways and parking areas
4 shall be based upon approved soil tests and traffic indices. The pavement design is to be
5 prepared by the owner/developer's soil engineer and must be in compliance with the City
6 of Oceanside Engineers Design and Processing Manual and be approved by the City
7 Engineer, prior to paving.

8 16. Prior to approval of the grading plans, the owner/developer shall contract with a
9 geotechnical engineering firm to perform a field investigation of the existing pavement on
10 Douglas Drive adjacent to the project boundary. The limits of the study shall be half-
11 street plus 12 feet along the property frontage. The field investigation shall include a
12 minimum of one pavement boring per every 200 linear feet of street frontage including R-
13 value testing. Should the existing pavement thickness be determined to be less than the
14 current minimum standard for the pavement section as set forth in the table for City of
15 Oceanside Pavement Design Guidelines in the City of Oceanside Engineers Manual, the
16 Owner/developer shall remove and reconstruct the pavement section as determined by the
17 pavement analysis to the satisfaction of the City Engineer.

18 17. Any existing damaged public or private pavement, concrete curb, gutter, driveways,
19 pedestrian ramps and sidewalk within the project, or adjacent to the project boundary shall
20 be repaired or replaced as directed by the City Engineer. Any existing public or private
21 pavement, concrete curb, gutter, driveways, pedestrian ramps and sidewalk within the
22 project, or adjacent to the project boundary that are damaged during construction of the
23 project, shall be repaired or replaced as directed by the City Engineer.

24 18. The owner/developer shall comply with all the provisions of the City's cable television
25 ordinances including those relating to notification as required by the City Engineer.

26 19. Drainage facilities shall be designed and installed to adequately accommodates the local
27 stormwater runoff and shall be in accordance with the San Diego County Hydrology and
28 Design Manual and in compliance with the City of Oceanside Engineers Design and
29 Processing Manual to the satisfaction of the City Engineer.

20. The owner/developer shall obtain any necessary permits and clearances from all public
agencies having jurisdiction over the project due to its type, size, or location, including but

1 not limited to the U. S. Army Corps of Engineers, California Department of Fish & Game,
2 U. S. Fish and Wildlife Service and/or San Diego Regional Water Quality Control Board
3 (including NPDES), San Diego County Health Department, prior to the issuance of
4 grading permits.

5 21. Prior to any grading of any part of the project, a comprehensive soils and geologic
6 investigation shall be conducted of the soils, slopes, and formations within the project.
7 The investigation should include and address the liquefaction condition. All necessary
8 measures shall be taken and implemented to assure slope stability, erosion control, and
9 soil integrity. No grading shall occur until a detailed grading plan, to be prepared in
10 accordance with the Grading Ordinance and Zoning Ordinance is approved by the City
11 Engineer.

12 22. This project shall provide year-round erosion control including measures for the site
13 required for the phasing of grading. Prior to the issuance of grading permit, an erosion
14 control plan, designed for all proposed stages of construction, shall be reviewed, secured
15 by the owner/developer with cash securities and approved by the City Engineer.

16 23. A precise grading and improvement plan shall be prepared, reviewed, secured and
17 approved prior to the issuance of any building permits. The final grading plans shall show
18 the limits of the 100-year flood plain based on the revised FIRM Map No. 06073C0464F
19 (Case No. 10-09-1317P, effective July 26, 2010). The plans shall reflect all pavement,
20 flatwork, landscaped areas, special surfaces, curbs, gutters, striping, and signage,
21 footprints of all structures, walls, drainage devices and utility services. Parking lot
22 striping and any on site traffic calming devices shall be shown on all precise grading and
23 private improvement plans.

24 24. Landscaping plans, including plans for the construction of walls, fences or other structures
25 at or near intersections, must conform to intersection sight distance requirements.
26 Landscape and irrigation plans for disturbed areas shall be submitted to the City Engineer
27 prior to the issuance of a preliminary grading permit and approved by the City Engineer
28 prior to the issuance of occupancy permits. Frontage landscaping shall be installed prior
29 to the issuance of any certificates of occupancy. Any project fences, sound or privacy
walls and monument entry walls/signs shall be shown on, bonded for and built from the
landscape plans. These features shall also be shown on the precise grading plans for

1 purposes of location only. Plantable, segmental walls shall be designed, reviewed and
2 constructed by the grading plans and landscaped/irrigated through project landscape plans.
3 All plans must be approved by the City Engineer and a pre-construction meeting held,
4 prior to the start of any improvements.

5 25. The drainage design and the drainage report for this project is conceptual only. The final
6 drainage report and drainage design shall be based upon a hydrologic/hydraulic study that
7 is in compliance with the latest San Diego County Hydrology and Drainage Manual to be
8 approved by the City Engineer during final engineering. All drainage picked up in an
9 underground system shall remain underground until it is discharged into an approved
10 channel, or as otherwise approved by the City Engineer. All public storm drains shall be
11 shown on City standard plan and profile sheets. All storm drain easements shall be
12 dedicated where required. The owner/developer shall be responsible for obtaining any
13 off-site easements for storm drainage facilities.

14 26. Storm drain facilities shall be designed and located such that the inside travels lanes on
15 Douglas Drive shall be passable during conditions of a 100-year frequency storm.

16 27. Sediment, silt, grease, trash, debris, and/or pollutants shall be collected on-site and
17 disposed of in accordance with all state and federal requirements, prior to stormwater
18 discharge either off-site or into the City drainage system.

19 28. The owner/developer shall comply with the provisions of National Pollution Discharge
20 Elimination System (NPDES) General Permit for Storm Water Discharges Associated
21 with Construction Activity (General Permit) Water Quality Order 2009-0009-DWQ. The
22 General Permit continues in force and effect until a new General Permit is issued or the
23 SWRCB rescinds this General Permit. Only those owner/developers authorized to
24 discharge under the expiring General Permit are covered by the continued General Permit.
25 Construction activity subject to the General Permit includes clearing, grading, and
26 disturbances to the ground such as stockpiling, or excavation that results in land
27 disturbances of equal to or greater than one acre. The owner/developer shall obtain
28 coverage under the General Permit by submitting a Notice of Intent (NOI) and obtaining a
29 Waste Discharge Identification Number (WDID#) from the State Water Resources
Control Board (SWRCB). In addition, coverage under the General Permit shall not occur
until an adequate SWPPP is developed for the project as outlined in Section A of the

1 General Permit. The site specific SWPPP shall be maintained on the project site at all
2 times. The SWPPP shall be provided, upon request, to the United States Environmental
3 Protection Agency (USEPA), SWRCB, Regional Water Quality Control Board
4 (RWQCB), City of Oceanside, and other applicable governing regulatory agencies. The
5 SWPPP is considered a report that shall be available to the public by the RWQCB under
6 section 308(b) of the Clean Water Act. The provisions of the General Permit and the site
7 specific SWPPP shall be continuously implemented and enforced until the
8 owner/developer obtains a Notice of Termination (NOT) for the SWRCB. The
9 owner/developer is required to retain records of all monitoring information, copies of all
10 reports required by this General Permit, and records of all data used to complete the NOI
11 for all construction activities to be covered by the General Permit for a period of at least
12 three years from the date generated. This period may be extended by request of the
13 SWRCB and/or RWQCB.

14 29. The owner/developer shall provide a copy of the title/cover page of an approved SWMP
15 with the first engineering submittal package. The SWMP shall be prepared by the
16 owner/developer's Civil Engineer. All Stormwater documents shall be in compliance
17 with the latest edition of submission requirements.

18 30. Following approval of the Storm Water Mitigation Plan (SWMP) by the City Engineer
19 and prior to issuance of grading permits, the owner/developer shall submit and obtain
20 approval of an Operation & Maintenance (O&M) Plan, prepared to the satisfaction of the
21 City Engineer. The O&M Plan shall include an approved and executed Maintenance
22 Mechanism pursuant to Section 5 of the Standard Urban Storm Water Mitigation Plan
23 (SUSMP). The O&M shall satisfy the minimum Maintenance Requirements pursuant to
24 Section 5 of the SUSMP. At a minimum the O&M Plan shall include the designated
25 responsible party to manage the storm water BMP(s), employee training program and
26 duties, operating schedule, maintenance frequency, routine service schedule, specific
27 maintenance activities, copies of resource agency permits, cost estimate for
28 implementation of the O&M Plan, a non-refundable cash (or certificate of deposit payable
29 to the City), or an irrevocable, City-Standard Letter of Credit security to provide
maintenance funding in the event of noncompliance to the O&M Plan, and any other
necessary elements. The owner/developer shall provide the City with access to site for the

1 purpose of BMP inspection and maintenance by entering into an Access Rights
2 Agreement with the City. The owner/developer shall complete and maintain O&M forms
3 to document all operation, inspection, and maintenance activities. The owner/developer
4 shall retain records for a minimum of 5 years. The records shall be made available to the
5 City upon request.

6 31. The owner/developer shall enter into a City-Standard Stormwater Facilities Maintenance
7 Agreement (SWFMA) with the City obliging the owner/developer to maintain, repair and
8 replace the Storm Water Best Management Practices (BMPs) identified in the project's
9 approved SWMP, as detailed in the O&M Plan into perpetuity. The Agreement shall be
10 approved by the City Attorney prior to issuance of any precise grading permit and shall be
11 recorded at the County Recorder's Office prior to issuance of any building permit. A non-
12 refundable Security in the form of cash (or certificate of deposit payable to the City) or an
13 irrevocable, City Standard Letter of Credit shall be required prior to issuance of a precise
14 grading permit. The amount of the non-refundable security shall be equal to 10 years of
15 maintenance costs, as identified by the O&M Plan, but not to exceed a total of \$25,000.
16 The owner/developer's civil engineer shall prepare the O&M cost estimate.

17 32. At a minimum, maintenance agreements shall require the staff training, inspection and
18 maintenance of all BMPs on an annual basis. The owner/developer shall complete and
19 maintain O&M forms to document all maintenance activities. Parties responsible for the
20 O&M plan shall retain records at the subject property for at least 5 years. These
21 documents shall be made available to the City for inspection upon request at any time.

22 33. The Agreement shall include a copy of executed on-site and off-site access easement and
23 or access rights necessary for the operation and maintenance of BMPs that shall be
24 binding on the land throughout the life of the project to the benefit of the party responsible
25 for the O&M of BMPs, satisfactory to the City Engineer. The agreement shall also
26 include a copy of the O&M Plan approved by the City Engineer.

27 34. The BMPs described in the project's approved SWMP shall not be altered in any way,
28 unless reviewed and approved to the satisfaction of the City Engineer. The determination
29 of whatever action is required for changes to a project's approved SWMP shall be made
by the City Engineer.

1 35. Provide the City of Oceanside with a certification from each public utility and each public
2 entity owning easements within the proposed project stating that: (a) they have received
3 from the owner/developer a copy of the proposed grading plan; (b) they object or do not
4 object to the grading work without their signature.

5 36. Upon acceptance of any fee waiver or reduction by the owner/developer, the entire project
6 will be subject to prevailing wage requirements as specified by Labor Code section
7 1720(b) (4). The owner/developer shall agree to execute a form acknowledging the
8 prevailing wage requirements prior to the granting of any fee reductions or waivers.

9 37. Approval of this development project is conditioned upon payment of all applicable
10 impact fees and connection fees in the manner provided in chapter 32B of the Oceanside
11 City Code. All traffic signal fees and contributions, highway thoroughfare fees, park fees,
12 reimbursements, and other applicable charges, fees and deposits shall be paid prior to
13 recordation of the map or the issuance of any building permits, in accordance with City
14 Ordinances and policies. The owner/developer shall also be required to join into,
15 contribute, or participate in any improvement, lighting, or other special district affecting
16 or affected by this project. Approval of this project shall constitute the owner/developer's
17 approval of such payments, and his agreement to pay for any other similar assessments or
18 charges in effect when any increment is submitted for final map or building permit
19 approval, and to join, contribute, and/or participate in such districts.

20 38. In the event that the conceptual plan does not match the conditions of approval, the
21 resolution of approval shall govern.

22 **Water Utilities:**

23 39. The developer will be responsible for developing all water and sewer utilities necessary
24 to develop the property. Any relocation of water and/or sewer utilities is the
25 responsibility of the developer and shall be done by an approved licensed contractor at
26 the developer's expense.

27 40. The property owner shall maintain private water and wastewater utilities located on
28 private property.

29 41. Water services and sewer laterals constructed in existing right-of-way locations are to
be constructed by approved and licensed contractors at developer's expense.

1 42. All Water and Wastewater construction shall conform to the most recent edition of the
2 Water, Sewer, and Reclaimed Water Design and Construction Manual or as approved
3 by the Water Utilities Director.

4 **The following conditions shall be met prior to the approval of engineering design plans.**

5 43. All public water and/or sewer facilities not located within the public right-of-way shall
6 be provided with easements sized according to the Water, Sewer, and Reclaimed Water
7 Design and Construction Manual. Easements shall be constructed for all weather
8 access.

9 44. No trees, structures or building overhang shall be located within any water or
10 wastewater utility easement.

11 45. All lots with a finish pad elevation located below the elevation of the next upstream
12 manhole cover of the public sewer shall be protected from backflow of sewage by
13 installing and maintaining an approved type backwater valve, per the Uniform
14 Plumbing Code (U.P.C.).

15 46. A separate irrigation meter and approved backflow prevention device is required and
16 shall be displayed on the plans.

17 47. An Inspection Manhole, described by the Water, Sewer, and Reclaimed Water Design
18 and Construction Manual, shall be installed in each building sewer lateral and the
19 location shall be called out on the approved Improvement Plans.

20 **The following conditions of approval shall be met prior to building permit issuance.**

21 48. Water and Wastewater Buy-in fees and the San Diego County Water Authority Fees are
22 to be paid to the City and collected by the Water Utilities Department at the time of
23 Building Permit issuance.

24 49. All Water Utilities Fees are due at the time of building permit issuance per City Code
25 Section 32B.7, unless the developer/applicant applies and is approved for a deferral of
26 all fees per City of Oceanside Ordinance No. 09-OR0676-1.

27 **Building:**

28 50. Comply with the current requirements of the California Building Codes.

29 51. Exterior lighting shall comply with the Palomar Dark Sky Ordinance, All exterior
lighting must be shielded.

52. Construction hours are limited to Monday through Friday 7:00 a.m. to 6:00 p.m..

1 **Fire:**

- 2 53. All proposed and existing fire hydrants within 400 feet of the project shall be shown on
3 the site plan.
- 4 54. The fire hydrants shall be installed and tested prior to placing any combustible materials
5 on the job site.
- 6 55. A manual and automatic fire alarm may be required per CFC 907.
- 7 56. Buildings shall meet Oceanside sprinkler ordinance in effect at the time of building
8 permit application.
- 9 57. In accordance with the Oceanside Fire Code Section 505, approved addresses for
10 commercial occupancies shall be placed on the structure in such a position as to be
11 plainly visible and legible from the street or roadway fronting the property. Numbers
12 shall be contrasting with their background and a minimum of 6 inches in height.

13 **Planning:**

- 14 58. Development Plan (D10-00008) and Conditional Use Permit (C10-00025) shall expire on
15 June 13, 2014, unless the Planning Commission grants a time extension.
- 16 59. The applicant, permittee or any successor-in-interest shall defend, indemnify and hold
17 harmless the City of Oceanside, its agents, officers or employees from any claim, action or
18 proceeding against the City, its agents, officers, or employees to attack, set aside, void or
19 annul an approval of the City, concerning Development Plan (D10-00008) and
20 Conditional Use Permit (C10-00025). The City will promptly notify the applicant of any
21 such claim, action or proceeding against the City and will cooperate fully in the defense.
22 If the City fails to promptly notify the applicant of any such claim action or proceeding
23 or fails to cooperate fully in the defense, the applicant shall not, thereafter, be
24 responsible to defend, indemnify or hold harmless the City.
- 25 60. A letter of clearance from the affected school district in which the property is located
26 shall be provided as required by City policy at the time building permits are issued.
- 27 61. A covenant or other recordable document approved by the City Attorney shall be prepared
28 by the applicant and recorded prior to issuance of building permits. The covenant shall
29 provide that the property is subject to this resolution, and shall generally list the conditions
of approval.

- 1 62. Prior to the issuance of building permits, compliance with the applicable provisions of the
2 City's anti-graffiti (Ordinance No. 93-19/Section 20.25 of the City Code) shall be
3 reviewed and approved by the City Planner or their designee. These requirements,
4 including the obligation to remove or cover with matching paint all graffiti within 24
5 hours, shall be noted on the Landscape Plan and shall be recorded in the form of a
6 covenant affecting the subject property.
- 7 63. Prior to the transfer of ownership and/or operation of the site the owner shall provide a
8 written copy of the applications, staff report and resolutions for the project to the new
9 owner and or operator. This notification's provision shall run with the life of the project
10 and shall be recorded as a covenant on the property.
- 11 64. The applicant shall be responsible for trash abatement on the site, and shall keep the site
12 free of litter, trash and other nuisances.
- 13 65. The Conditional Use Permit is subject to review by the Planning Commission from the
14 date of commencement of operations, to determine the project's compatibility with
15 surrounding land uses. The Commission may add new conditions and/or delete and/or
16 modify existing conditions, as it deems necessary to protect the general health, safety
17 and welfare of residents in the area or surrounding land uses.
- 18 66. Failure to meet any conditions of approval for this development shall constitute a
19 violation of the Development Plan and Conditional Use Permit.
- 20 67. Unless expressly waived, all current zoning standards and City ordinances and policies in
21 effect at the time building permits are issued are required to be met by this project. The
22 approval of this project constitutes the applicant's agreement with all statements in the
23 Description and Justification, and in accordance with the Property Use Agreement
24 executed on July 14, 2010, and other materials and information submitted with this
25 application, unless specifically waived by an adopted condition of approval.
- 26 68. All new mechanical roof-top and ground equipment shall be screened from public view
27 as required by the Zoning Ordinance. That is, on all four sides and top. The roof jacks,
28 mechanical equipment, screen and vents shall be painted with non-reflective paint to
29 match the roof. Air conditioning shall be installed and operated within the building.
This information shall be shown on the building plans.

1 **Landscaping:**

2 69. Landscape plans, shall meet the criteria of the City of Oceanside Landscape Guidelines
3 and Specifications for Landscape Development (latest revision), Water Conservation
4 Ordinance No. 91-15, Water Efficient Landscape Ordinance 10-OR0412-1, Engineering
5 criteria, City code and ordinances, including the maintenance of such landscaping, shall
6 be reviewed and approved by the City Engineer prior to the issuance of building
7 permits. Landscaping shall not be installed until bonds have been posted, fees paid, and
8 plans signed by the City Engineer for final approval. The following landscaping
9 requirements shall be required prior to plan approval and certificate of occupancy:

- 10 a) Final landscape plans shall accurately show placement of all plant material such
11 as but not limited to trees, shrubs, and groundcovers.
- 12 b) Landscape Architect shall be aware of all utility, sewer, storm drain easement
13 and place planting locations accordingly to meet City of Oceanside
14 requirements.
- 15 c) All required landscape areas shall be maintained by owner. The landscape areas
16 shall be maintained per City of Oceanside requirements.
- 17 d) Proposed landscape species shall be native or naturalized to fit the site and meet
18 climate changes indicative to their planting location. The selection of plant
19 material shall also be based on cultural, aesthetic, and maintenance
20 considerations. In addition proposed landscape species shall be low water users
21 as well as meet all fire department requirements.
- 22 e) A tree and landscape buffer shall be installed on any edge of the proposed
23 development/golf course adjacent to a residential use to screen the existing
24 residential area/ homes adjacent to the project boundary.
- 25 f) Street trees shall be required along Douglas Drive. Street trees shall be 24" box
26 minimum and placed at 30 feet on center spacing. A planting rhythm of two
27 separate tree species is to be used along Douglas Drive.
- 28 g) All planting areas shall be prepared with appropriate soil amendments,
29 fertilizers, and appropriate supplements based upon a soils report from an
agricultural suitability soil sample taken from the site.

- 1 h) Ground covers or bark mulch shall fill in between the shrubs to shield the soil
2 from the sun, evapotranspiration and run-off. All the flower and shrub beds
3 shall be mulched to a 3" depth to help conserve water, lower the soil
4 temperature and reduce weed growth.
- 5 i) The shrubs shall be allowed to grow in their natural forms. All landscape
6 improvements shall follow the City of Oceanside Guidelines.
- 7 j) Root barriers shall be installed adjacent to all paving surfaces, where a paving
8 surface is located within six feet of a trees trunk on-site (private) and within 10
9 feet of a trees trunk in the right-of-way (public). Root barriers shall extend five
10 feet in each direction from the centerline of the trunk, for a total distance of 10
11 feet. Root barriers shall be 24 inches in depth. Installing a root barrier around
12 the tree's root ball is unacceptable.
- 13 k) All fences, gates, walls, stone walls, retaining walls, and plantable walls shall
14 obtain Planning Division approval for these items in the conditions or
15 application stage prior to 1st submittal of working drawings.
- 16 l) For the planting and placement of trees and their distances from hardscape and
17 other utilities/structures the landscape plans shall follow the City of Oceanside's
18 (current) Tree Planting Distances and Spacing Standards.
- 19 m) An automatic irrigation system shall be installed to provide coverage for all
20 planting areas shown on the plan. Low volume equipment shall provide
21 sufficient water for plant growth with a minimum water loss due to water run-
22 off.
- 23 n) Irrigation systems shall use high quality, automatic control valves, controllers
24 and other necessary irrigation equipment. All components shall be of non-
25 corrosive material. All drip systems shall be adequately filtered and regulated
26 per the manufacturer's recommended design parameters.
- 27 o) All irrigation improvements shall follow the City of Oceanside Guidelines and
28 Water Conservation Ordinance.
- 29 p) The landscape plans shall match all plans affiliated with the project.

- 1 q) Landscape plans shall comply with Biological and/or Geotechnical reports, as
2 required, shall match the grading and improvement plans, comply with SWMP
3 Best Management Practices and meet the satisfaction of the City Engineer.
- 4 r) If a bioswale(s) is/are proposed on-site to be planted, the plant material shall be
5 required to be established prior to release of Certificate of Occupancy. Plant
6 materials used in these areas are to be suited for their environment and shall be
7 kept viable (alive) throughout the year.
- 8 s) Existing landscaping on and adjacent to the site shall be protected in place and
9 supplemented or replaced to meet the satisfaction of the City Engineer. In the
10 event that existing trees are destroyed or damaged during construction, tree
11 mitigation shall be required to match/replace the caliper or brown trunk height
12 of what was removed at the discretion of the City Engineer.
- 13 t) If chain link fence is proposed to be used on-site, the fence shall be black vinyl
14 coated.
- 15 u) Any fencing used along Douglas Drive or within the public view shall have
16 planting/vegetation of varying heights in front of it to soften the vertical fencing
17 element.

18 70) All landscaping, fences, walls, etc. on the site, in medians within the public right-of way
19 and within any adjoining public parkways shall be permanently maintained by the
20 owner, his assigns or any successors-in-interest in the property. The maintenance
21 program shall include: a) normal care and irrigation of the landscaping b) repair and
22 replacement of plant materials c) irrigation systems as necessary d) general cleanup of
23 the landscaped and open areas e) parking lots and walkways, walls, fences, etc. Failure
24 to maintain landscaping shall result in the City taking all appropriate enforcement
25 actions including but not limited to citations. This maintenance program condition
26 shall be recorded with a covenant as required by this resolution.

27 71) In the event that the conceptual landscape plan (CLP) does not match the conditions
28 of approval, the resolution of approval shall govern.
29

1 **Environmental:**

2 72) The following conditions of approval shall be implemented on the proposed
3 development:

- 4 a) An archaeological monitor shall be on-site during ground-disturbing activities,
5 such as brushing, scarification, grading, and trenching within the boundaries of
6 the project area due to the potential for encountering cultural features, such as
7 human burials.
- 8 b) A pre-excavation agreement shall be executed between the applicant and the
9 San Luis Rey Band of Mission Indians, specifying the treatment of human
10 remains and any cultural resources uncovered and requiring Native American
11 monitoring for all ground-disturbing activities.
- 12 c) Native American monitors shall be present throughout all ground-disturbing
13 activities, such as brushing, scarification, grading, and trenching for the entire
14 project area. The powers of the monitors and the details of their work shall be
15 laid out in the pre-excavation agreement.

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1 d) The archaeological monitors and Native American monitors shall have the
2 authority to temporarily halt or redirect grading, in order to examine any finds
3 made during the course of monitoring. The monitors shall determine the need
4 for further studies to assess unexpected cultural material encountered during
5 monitoring.

6 PASSED AND ADOPTED Resolution No. 2011-P21 on June 13, 2011 by the following vote,

7 to wit:

8 AYES:

9 NAYS:

10 ABSENT:

11 ABSTAIN:

12
13 _____
14 Robert Neal, Chairperson
15 Planning Commission

16 ATTEST:

17 _____
18 Jerry Hittleman, Secretary

19 I, JERRY HITTLEMAN, Secretary of the Oceanside Planning Commission, hereby certify that
20 this is a true and correct copy of Resolution No. 2011-P21.

21 Dated: June 13, 2011

22
23 Applicant accepts and agrees with all conditions of approval and acknowledges impact fees
24 may be required as stated herein:
25

26 _____
27 Applicant/Representative

_____ Date

LEASE AGREEMENT
BY AND BETWEEN
THE CITY OF OCEANSIDE
AND
PRO KIDS GOLF ACADEMY, INC.

**Douglas Dr.,
Oceanside, CA 92054**

DATED
JULY 14, 2010

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EXHIBITS

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Exhibit "A-1" -	Property Site Plan
Exhibit "B" -	Lessee Improvements
Exhibit "C" -	Commencement Date Memorandum
Exhibit "D" -	Construction Schedule
Exhibit "E" -	Common Areas Legal Description
Exhibit "E-1" -	Property Common Areas Site Plan
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Exhibit "G" -	Lease Memorandum

**PRO KIDS GOLF ACADEMY
LEASE AGREEMENT
Douglas Drive**

THIS LEASE AGREEMENT, dated July 14, 2010, hereinafter called "Lease," is executed between the **CITY OF OCEANSIDE**, a municipal corporation, hereinafter called "City," and **PRO KIDS GOLF ACADEMY, INC.**, a California non-profit corporation, hereinafter called "Lessee."

RECITALS

WHEREAS, City is the lawful owner of certain real property and improvements thereon, consisting of approximately 7 acres, whose Assessor Parcel number is 157-020-91-00, (the "Property"); and

WHEREAS, Lessee is a recognized non-profit public services organization within San Diego County; and

WHEREAS, Lessee desires to lease open space on the Property, in order to provide a permanent location for teaching activities, golf, and other events to benefit youths and the community; and

WHEREAS, City is willing to lease the Property to Lessee for the term and upon the covenants, conditions and provisions hereinafter set forth.

AGREEMENT

NOW THEREFORE, in consideration of the covenants, conditions and provisions contained herein, the parties hereto do mutually agree as follows:

SECTION 1: Property and Lessee Improvements

1.01 Property. City hereby leases to Lessee and Lessee hereby leases from City, in accordance with the terms, covenants, conditions and provisions of this Lease, the "Property," which shall consist of the exclusive use of 7 acres adjacent to the Oceanside Municipal Golf Course, as illustrated in **Exhibit "A"** ("Legal Description") and **Exhibit A-1** ("Property Site Plan"), and the non-exclusive use of the parking lot adjacent to the Property, including the parking lot, sidewalks, walkways, delivery areas, landscaped areas, access roads, and common areas as described in section 5.01.

a. Property Condition. The City shall deliver the Property to Lessee in an "as-is, where is" condition without any representation or warranties as to the suitability of the Property for Lessee's intended use. Lessee hereby accepts the Property in said "as-is, where is" condition and shall make any and all improvements to the Property thereto necessary for Lessee to occupy the Property for their intended use. It is expressly understood by the parties that Lessee, pursuant to section 6.01 herein, shall be responsible for all due diligence, planning, procurement of entitlements and improvements necessary to place the Property in a condition suitable for Lessee's uses permitted under this Lease. Lessee will be responsible for maintaining any improvements made to the Property, including, but not limited to any structures and installations made on Property.

b. Lessee Improvement Obligations. Lessee shall perform all of the work required to be performed by Lessee pursuant to the **Exhibit "D"** ("Construction Schedule") as described in section 2.01, and the scope of work more specifically set forth in **Exhibit "B"** ("Lessee

**PRO KIDS GOLF ACADEMY
LEASE AGREEMENT
Douglas Drive**

Improvements") attached hereto and by this reference made part of this Lease. Failure by Lessee to perform the work as scheduled shall be deemed a default under this Lease.

c. Parking Lot and Other Common Areas. It is expressly understood that Lessee shall have non-exclusive use of all Common Areas on the Property, which includes the entrance off Douglas Drive and the parking lot where Lessee will share spaces with the Municipal Course Operator, as described in section 5.02. The City shall have no obligation under this Lease to improve the parking lot to a paved and striped condition; Lessee may, at its sole cost, or in agreement with Bellows Golf Management, the Municipal Golf Course Operator, cause such improvements to be made to the parking lot, in compliance with all applicable laws and permitting requirements.

1.02 Uses. It is expressly agreed that the Property is leased to Lessee solely and exclusively for teaching programs and golf-related activity not open to the general public, scholarships, and other related services to benefit youths within the community of Oceanside and nearby communities. Permissible uses of the Property include: recreational facility, teaching, and golf. The Property may also be used for other related or incidental purposes as may be first approved in writing by the City and for no other purpose whatsoever. Under no circumstance shall Lessee make the Property available for recreational golf to the general public.

Lessee covenants and agrees to actively and continuously use and operate the Property for the above specified, limited and particular exclusive use and to diligently pursue said purposes throughout the term of this Lease, except for failure to so use caused by reasons or events beyond the reasonable control of Lessee and acts of God including but not limited to fire, flood or other casualty. Said active and continuous use and operation enhances the value of the public's asset, provides needed public services, additional employment, taxes and other benefits to the general economy of the area. In the event that Lessee fails to continuously use the Property for said purposes, or uses the Property for purposes not expressly authorized herein, Lessee shall be deemed in default under this Lease. Lessee shall not use the Property in any manner that disrupts other occupants or users of the Property and surrounding property owners or their tenants in the use and quiet enjoyment of their property.

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

1.04 Quiet Possession. Lessee, paying the rent and performing the covenants and agreements herein, shall at all times during the term hereof peaceably and quietly have, hold and enjoy the Property. Lessee, shall at all times during the term hereof peaceably and quietly have, hold and enjoy the Premises. If during the term hereof Lessee is temporarily dispossessed through action or claim of a title superior to the City of Oceanside, then and in either of such events, this Lease shall not be voidable nor shall City be liable to Lessee for any loss or damage resulting therefrom. Notwithstanding the foregoing, in the event that such dispossession causes an extraordinary economic burden on Lessee, Lessee shall have the option to terminate this Lease by submitting to the City Manager a thirty (30) day written notice together with its justifications for such termination. The City Manager shall have the right to approve such termination and shall provide Lessee with a written determination thereof. Said approval shall not be unreasonably withheld.

**PRO KIDS GOLF ACADEMY
LEASE AGREEMENT
Douglas Drive**

1.05 Reservation of Rights. City shall not unreasonably or substantially interfere with Lessee's use of the Property while Lessee is in possession of the Property; 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 Property.

b. Easements. City shall retain the right to establish access or utility easements through the Premises; provided, however, City shall not unduly interfere with Lessee's use of the Premises. Reasonable notice shall be provided to Lessee and such installation of utilities shall be coordinated with the Lessee. Within thirty (30) days after the completion of the installation, the City shall in a timely manner begin and complete the restoration of the Premises to the condition existing prior to the installation of the easements at City's sole expense. Relocation of any existing utilities by Lessee shall be coordinated with, and prior written approval obtained from City. Said relocation, if requested by Lessee, shall be at the expense of Lessee. As-built drawings of all utility installations by Lessee shall be furnished to City. As-built drawings of all utility installations by City shall be furnished to Lessee upon request.

c. Right to Enter. City has the right to enter upon the Property for the purpose of performing maintenance, inspections, repairs or improvements, or developing municipal resources and services. City will reimburse the Lessee for damages to the Property or to the Lessee's personal property caused by the City resulting from the City's exercise of its rights herein. If City is required to make a repair caused by Lessee neglect, Lessee will be liable for costs associated for such repairs. City will pay the costs of the maintenance and repair of all City installations made pursuant to these reserved rights.

SECTION 2: TERM

2.01 Commencement. The term of this Lease ("Term") shall be for a period of thirty (30) years, commencing on the "Commencement Date," which is hereby defined as the earlier of (i) the date Lessee substantially completes Lessee Improvements, as evidenced by a notice of completion, or (ii) two (2) years from the date Tenant receives its conditional use permit relating to the Premises (the "CUP"). The date Tenant receives the CUP from the City is referred to herein as the "Effective Date." City anticipates the Commencement Date to be on or before April 14, 2012. Upon determination of the Commencement Date, Lessee shall execute a Commencement Date Memorandum confirming the actual date the Lease commences and terminates. A copy of the Commencement Date Memorandum is shown in **Exhibit "C"** ("Commencement Date Memorandum") attached hereto and by this reference made part of this Lease.

a. Build Outs and Improvements by Lessee. Lessee shall have two (2) years from the Effective Date to complete Lessee Improvements including the improvements to the Improved Common Areas (as defined herein) so that the Property is operational and suitable for use. If Lessee Improvements are not substantially completed within two (2) years from the Effective Date, Lessee may be in default of this Lease. Lessee shall provide City with a construction schedule as set forth in **Exhibit "D"** ("Construction Schedule") showing the anticipated progress of Lessee Improvements.

(i) Lessee shall be solely responsible to raise funds necessary for the design and construction of all Lessee Improvements.

**PRO KIDS GOLF ACADEMY
LEASE AGREEMENT
Douglas Drive**

(ii) On or before nine (9) months after the Effective Date, Lessee shall have completed, with respect to Lessee Improvements: 1) all contracts with consultants; 2) the site and structure design; and 3) all engineering and soil investigations; 4) construction documents; 5) submission of documents to the city with cost estimates; 6) bid out plans; and 7) mobilization of work force to commence construction of project.

(iii) Prior to the execution of this Lease, Lessee has provided evidence to the City that Lessee has received commitments for funds relating to the Lessee Improvement work and Premises operations in the amount of Two Million Dollars (\$2,000,000.00) (the "Committed Funding").

(iv) Lessee agrees to demonstrate its ability to finance Lessee Improvements prior to each of the following phases of construction:

(1) In addition to the Committed Funding, funding of \$500,000.00 by the Effective Date + six (6) months to initiate the final bidding process; and

(2) In addition to the funding specified in Section 2.01.a(iv)(1), above, funding of \$500,000.00 by the Effective Date + 9 months to complete the bidding process and commence construction of project.

(v) Lessee shall not proceed with any construction without first accomplishing the related funding milestones. Should the Lessee fail to meet its funding obligation related to any particular phase of the project, the parties agree to meet to discuss another agreeable adjusted schedule. Notwithstanding the foregoing, in the event Lessee does not accomplish the funding milestone in 2.01.a(iv)(1) above, Lessee shall have the right to terminate this Lease by providing written notice of such termination election to City.

(vi) Lessee agrees to pay all local and customary development permit processing and inspection fees necessary to entitle and construct the project. Lessee also agrees to pay all development impact fees associated with the construction of Pro Kids facility on the Property (i.e. Building Permits, Grading Permits, Conditional Use Permits, EIR reports, etc.).

(vii) City shall not provide funding of any kind to Lessee.

2.02 Extension Terms. Lessee may request four (4) successive five (5) year extensions of the Lease Term (each an "Extension Term") under the terms and conditions of this Lease, provided that the Lessee is not in default or breach of any term, condition, covenant or provision of this Lease. The extension request must be in writing and approved by the Oceanside City Council (the "City Council") as set forth below:

Lessee may request an extension of the term of this Lease provided that Lessee provides written notice to the City no later than **one hundred eighty (180) days** prior to the expiration of the initial term of this Lease as extended by any extension term above. City designee shall notify the Lessee 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 shall provide Lessee with the terms and conditions for Lessee's use and occupation of the Property during the extension term.

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The City Council, at its sole discretion, may approve or deny the extension of the term of this Lease. In the event the City Council is unable to consider the extension request in sufficient time as to provide Lessee with **thirty (30) days** notice of termination in the case of denial, the Lease shall be extended for a period not to exceed **thirty (30) days**, to allow for such **thirty (30) day** notice of termination.

2.03 Termination Provisions. In the event that Lessee is not able to obtain sufficient funding from its funding sources during the term of this Lease to allow Lessee to continue to provide the services from the Property as set forth in Section 1.02 hereinabove, Lessee shall provide written notice to City and either party shall have the right to terminate this Lease upon providing **three hundred and sixty-five (365) days** prior written notice to either party. No other special termination options are available except those described elsewhere in this Lease.

2.04 Holdover. Any holding over by Lessee after expiration or termination shall not be considered as a renewal or extension of this Lease. The occupancy of the Property by Lessee or by Lessee's property after the expiration or termination of this Lease constitutes a month-to-month tenancy, and all other terms and conditions of this Lease, shall continue in full force and effect.

2.05 Abandonment by Lessee. Even if Lessee breaches the Lease and abandons the Property, this Lease shall continue in effect for so long as City does not terminate this Lease, and City may enforce all its rights and remedies hereunder, including but not limited to the right to recover the rent as it becomes due, plus damages.

2.06 Quitclaim of Lessee's Interest. On termination of this Lease for any reason, City may provide Lessee with, and Lessee shall deliver to City, a quitclaim deed in recordable form quitclaiming all its rights in and to the Property. Lessee or its successor in interest shall deliver the same within **five (5) days** after receiving written demand therefor. City may record such deed only on the expiration or earlier termination of this Lease. If Lessee fails or refuses to deliver the required deed, the City may prepare and record a notice reciting Lessee's failure to execute this Lease provision and the notice will be conclusive evidence of the termination of this Lease and all of Lessee's rights to the Property.

2.07 Surrender of Property. At the expiration or earlier termination of this Lease, Lessee shall surrender the Property to City free and clear of all liens and encumbrances created by Lessee, and as improved by Lessee, except those liens and encumbrances which existed on the date of the execution of this Lease by City. The Property, when surrendered by Lessee, shall be in a safe and sanitary condition and shall be in good condition, absent except for normal wear and tear.

2.08 Time is of Essence. Time is of the essence of all of the terms, covenants, conditions and provisions of this Lease.

SECTION 3: CONSIDERATION

3.01 Time and Place of Payment. The Lessee, if applicable, shall make any type of consideration payments annually on or before the **first (1st) day** of each lease year.

3.02 Consideration. City hereby agrees that the programs, services and activities provided by Lessee at the Property are valuable consideration received from Lessee, that the providing of such programs, services and activities shall constitute all the consideration to be paid by Lessee for its use of the Property in accordance with the terms, covenants, conditions and

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provisions of this Lease, and that Lessee shall not be required to make any monetary payments to City for its use and occupation of the Property, so long as such use is pursuant to Section 1.02 herein, except as hereinafter set forth.

3.03 Inspection of Records. Lessee shall maintain accurate financial books and records for the operation of its business provided at, or from, the Property. Said books and records shall be maintained on an accrual basis in accordance with normal business standards and good accounting practice. Lessee agrees to make any and all records and accounts available to the City for inspection at all reasonable times, so that the City can determine Lessee's compliance with this Lease. These records and accounts will be made available by Lessee at the Property or the City's offices, at City's sole discretion, and will be complete and accurate showing all income and receipts from Lessee's use of the Property. Lessee's failure to keep and maintain such records and make them available for inspection by the City is a default of this Lease. These records include but are not limited to federal quarterly and annual income tax statements, the California State Board of Equalization income statements, and all other generally accepted business books, documents, and records. Lessee shall maintain all such books, records and accounts for the term of this Lease. This provision shall survive the expiration or sooner termination of this Lease.

Any nonprofit corporation or association that enters into a contract or other agreement with the City, shall keep accurate and complete financial records of any moneys expended in relation to the performance of the services pursuant to such contract or agreement according to generally accepted accounting principles. Such contract or agreement and such financial records requested by City and submitted by Lessee to City shall be deemed to be public records. Failure to comply with this requirement shall be a material breach and will subject this Lease to termination by the City.

3.04 Annual Meeting with City. Notwithstanding Section 3.02 above, City and Lessee acknowledge that Lessee may have the opportunity throughout the Lease Term to seek grants to provide operating funds. Lessee agrees to make reasonable efforts to apply for available grants which would specifically allow or not restrict Lessee from utilizing a portion of the grant funds for operations on the Property (the "Operating Funds Grants") rather than solely on Lessee's programs.

With respect to any Operating Funds Grants actually received by Lessee, Lessee agrees to meet with City annually, within one hundred twenty (120) days after the end of Lessee's fiscal year, to discuss and provide information to the City on the Operating Funds Grants obtained by Lessee and Lessee's utilization of the funds provided by the Operating Funds Grants (the "Annual Meeting"). In the Annual Meeting, City and Lessee shall reasonably determine whether there are excess or sufficient funds in the Operating Funds Grants for the imposition of a fair and reasonable rental amount under this Lease during the period of time that funds are provided under the Operating Funds Grants. As part of the Annual Meeting, Lessee shall specifically indicate to City the allocation of any Operating Funds Grants to the Property and to other operations of Lessee, as reasonably determined by Lessee.

Although not currently Lessee's intention, Lessee may, during the term of this Lease Term, generate significant taxable profit from the operations on the Property. Additionally, Lessee agrees that in the event that Lessee at any time during the Lease Term generates significant taxable profit from operations on the Property under the Lease, as indicated on Lessee's Form 990-T return filed with the Internal Revenue Service, Lessee and City shall also discuss, at the Annual Meeting, the

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d. All insurance companies affording coverage shall endeavor to provide **thirty (30) days** written notice to the City 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. Lessee 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 Lease.

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

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

h. City shall not be responsible to insure Lessee's leasehold improvements and Lessee's personal property: Lessee shall be responsible for said items and for the insurance thereof.

i. If Lessee 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. Lessee 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 Lessee on the later to occur of (x) the **first (1st) day** of the month following the notice of payment by City or (y) ten (10) days after receipt of notice from City.

Notwithstanding the preceding provisions of this Subsection, any failure or refusal by Lessee to take out or maintain insurance as required in this Lease, or failure to provide the proof of insurance, shall be deemed a default under this Lease.

j. City, at its discretion, may require reasonable and good faith revision of amounts and coverage at any time during the term of this Lease by giving Lessee **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 Property. Lessee also agrees to obtain any additional insurance required by City for new improvements, in order to meet the requirements of this Lease.

4.03 Accident Reports. Lessee shall, within **seventy-two (72) hours** after occurrence, report to City any accident causing property damage or any serious injury to persons on the Property. 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 5: COMMON AREAS

5.01 Property Common Areas. "Property Common Areas" shall mean the existing property driveway, parking areas, sidewalks within the parking area, walkways within the parking

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area, delivery areas within the parking area, and landscaped areas within the parking area of the Municipal Golf Course Operator Property as illustrated in **Exhibit "E"** and **Exhibit "E-1"**. The Property Common Areas and the Improved Common Areas are sometimes collectively referred to herein as the "Common Areas."

5.02 Improved Common Areas. "Improved Common Areas" shall mean the Lessee extension to the entry driveway and parking areas on the property as illustrated in **Exhibit "F"** ("Improved Common Areas"), for the non-exclusive common use of Municipal Golf Course Operator and Lessee and their respective employees, agents and invitees.

5.03 Use Of Common Areas. Lessee, its employees, agents and invitees are, except as otherwise specifically provided in this Lease, authorized during the term of the Lease to the non-exclusive use of the Property Common Areas and Improved Common Areas, for their respective intended purposes in common with the Operator of the Municipal Golf Course at 825 Douglas Drive ("Municipal Golf Course Operator"). City shall have the right to use the Common Areas for promotions, exhibits, public gatherings and any other use which, in City's judgment, tends to benefit the golf activities and/or the public in general (the "City Common Area Use"). The City Common Area Use shall be subject to reasonable prior scheduling with Lessee and the Municipal Golf Course Operator and shall not interfere with the use of the Property by Lessee and the operation and use of the Municipal Golf Course by the Municipal Golf Course Operator.

5.04 Improved Common Areas Common Area Maintenance Costs. Common Area maintenance costs ("CAM Costs") means all reasonable and appropriate costs incurred for the best interest of the Property in connection with the operation, maintenance, repair and replacement of the Improved Common Areas as shown on Exhibit "E," including, but not limited to, the expense of: (i) maintenance, repair and replacement of drainage facilities, utility systems, lighting systems (including fixtures, poles and bulbs), directories, information and traffic markers and signs, conduits and similar items; (ii) cleaning, striping, painting, sweeping, repair and replacement of parking surfaces; (iii) maintenance, repair and replacement of the landscaping; and (iv) all costs associated with providing electricity, if any. City and Lessee understand and acknowledge that it is intended that the Improved Common Areas be maintained by the Municipal Golf Course Operator in connection with the maintenance of the Property Common Areas provided that in the event that the Municipal Golf Course Operator fails to appropriately complete any Common Area maintenance after written notice from Lessee and ten (10) days to cure the failure, Lessee shall have the right to complete such Common Area maintenance relating to the Improved Common Areas and to deduct any such reasonable costs incurred by Lessee from any future CAM Costs billed by Municipal Golf Course Operator.

5.05 Lessee's Share Lessee shall be required to pay Municipal Golf Course Operator fifty percent (50%) of the CAM Costs for the Improved Common Areas only,

a. Lessee shall pay Municipal Golf Course Operator on the Lease Commencement Date and on the **first (1st) day** of each calendar year of the term of the Lease, the amounts estimated by the Municipal Golf Course Operator to be payable yearly or portion thereof under section 5.04a above. Municipal Golf Course Operator may adjust said amounts at the end of any calendar year based on Municipal Golf Course Operator's reasonable anticipated costs.

b. Within ninety (90) days after the end of each calendar year or portion thereof, City shall direct the Municipal Golf Course Operator to furnish Lessee a statement covering such year or portion thereof, certified as correct by an authorized representative of City, showing

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actual CAM Costs, the amount payable by Lessee and payments by Lessee for such period. If Lessee's payment for such CAM Costs with respect to such period exceeds Lessee's share of such CAM Costs, the excess shall be credited against the next payment becoming due; if said payments are less than said share, Lessee shall pay the difference within **thirty (30) days** after demand therefor.

c. City shall direct the Municipal Golf Course Operator to make its CAM Costs records for the preceding year available for a reasonable time at Municipal Golf Course Operator's address, during normal business hours for inspection by Lessee's representative experienced in audit procedures, within **ten (10) days** after receiving Lessee's written request to inspect, provided Lessee has paid its share of CAM Costs for such year.

d. City agrees to meet with Lessee and Municipal Golf Course Operator on a regular basis to discuss future increases in CAM Costs and the benefit to the Property. City agrees to use reasonable efforts to keep increases to CAM Costs at a minimum.

5.06 Changes by City. City may determine reasonable alterations to the Improved Common Areas after initial construction, and make such changes from time to time as City, in its reasonable discretion, deems desirable or which are made as a result of the law.

5.07 Rules. City may establish and amend and enforce against Lessee such reasonable rules, as City deems necessary or advisable for proper and efficient use, operation and maintenance of the Improved Common Areas, provided rules do not interfere with Lessee operations on Property.

5.08 Maintenance and Control. City shall assist Lessee in working with Municipal Golf Course Operator at all times to cause the Improved Common Areas to be maintained and operated in a clean, safe and sanitary condition consistent with the ongoing maintenance of all other improvements on Lessee's Property. The rights of Lessee in the Improved Common Areas shall be subject to the rights of others to use them in common with Lessee, and it is Lessee's duty to keep all of the Improved Common Areas free of any obstructions created or permitted by Lessee or resulting from Lessee's operation.

SECTION 6: IMPROVEMENTS/ALTERATIONS/REPAIRS

6.01 Acceptance of Property. Lessee represents and warrants that it has independently inspected the Property and made all tests, investigations, and observations necessary to satisfy itself of the condition of the Property, including but not limited to an environmental assessment. Lessee acknowledges it is relying solely on such independent inspection, tests, investigations, and observations in making this Lease. Lessee further acknowledges that the Property is in the condition called for by this Lease and that Lessee does not hold City responsible for the Property.

6.02 Improvements/Alterations. The parties anticipate and expect that Lessee will complete improvements to the Property as described at Section 2.01a. Notwithstanding this expectation, no major structural improvements, structures, or installations shall be constructed on the Property, and Lessee may not make any structural alterations to the Property without prior written approval by the City Manager. Further, Lessee agrees that major structural or architectural design alterations to approved improvements, structures, or installations may not be made on the Property without prior written approval by the City Manager and that such approval shall not be

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unreasonably withheld. This provision shall not relieve Lessee of any obligation under this Lease to maintain the Property in a decent, safe, healthy, and sanitary condition. City shall not be obligated by this Lease to make or assume any expense for any improvements or alterations to, on or about the Property.

6.03 Lessee's Maintenance.

a. Lessee agrees to assume full responsibility and cost for the operation, maintenance, and repair of the Property, throughout the term of this Lease and without expense to City. Lessee will perform all maintenance, repairs and replacements necessary to maintain and preserve the Property in a decent, safe, healthy, and sanitary condition satisfactory to City and in compliance with all applicable laws. Lessee further agrees to provide approved containers for trash and garbage and to keep the Property free and clear of rubbish and litter, or any other fire hazards. Lessee 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.

b. For the purpose of keeping the Property in a good, safe, healthy and sanitary condition, City shall always have the right, but not the duty, to enter, view, inspect, determine the condition of, and protect its interests in, the Property. In the event that City finds that the Property is not in a decent, safe, healthy, and sanitary condition, Lessee must perform the necessary maintenance, repair or replacement work within **thirty (30) days** after written notice from City. In the event Lessee fails to perform such work, City shall have the right, upon written notice to Lessee, to have any necessary maintenance work done at the expense of Lessee, and Lessee shall promptly pay any and all costs incurred by City in having such necessary maintenance work done, in order to keep said Property in a decent, safe, healthy, and sanitary condition. Lessee shall make payment no later than **ten (10) days** after City's written demand therefor. City shall not be required at any time to perform maintenance or to make any improvements or repairs whatsoever, on or for the benefit of the Property except as otherwise provided herein. The rights reserved in this section shall not create any obligations or increase obligations for City elsewhere in this Lease.

c. The City and Lessee agree that Lessee shall maintain the Property in accordance with, and shall follow maintenance standards generally accepted by, other municipal golf courses in San Diego County.

Examples of maintenance projects which may be included in the routine maintenance may include, but are not limited to the following:

- * Painting or repairs to the facilities;
- * Repairs of vandalism;
- * Regular maintenance and repairs to turf and golf course areas;
- * Regular maintenance and repairs of pumps or sprinklers; and
- * General maintenance of facilities and improvements to protect against disrepair or obsolescence.

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6.04 Waste, Damage, or Destruction.

a. Lessee shall give notice to City of any fire or other material damage that occurs on the Property within **seventy-two (72) hours** of such fire or damage. Lessee shall not commit or suffer to be committed any waste or injury or any public or private nuisance, Lessee agrees to keep the Property clean and clear of refuse and obstructions, and to dispose of all garbage, trash, and rubbish in a manner satisfactory to City.

b. Except as set forth below, if the Property shall be damaged by any cause which puts the Property into a condition which is not decent, safe, healthy and sanitary, Lessee agrees to make or cause to be made full repair of said damage and to restore the Property to the condition which existed prior to said damage; or, at City's option, and upon receipt of written demand thereof, Lessee agrees to clear and remove from the Property all debris resulting from said damage and rebuild the Property in accordance with plans and specifications previously submitted to City and approved in writing in order to replace in kind and scope the operation which existed prior to such damage to the extent that funds from insurance are available. Lessee shall be responsible for all costs incurred in the repair and restoration, or rebuilding of the Property to the extent of insurance proceeds received by Lessee as a result of the event necessitating the repair or restoration or to the extent that the City agrees to pay for the repairs or restoration at a rate and on terms mutually acceptable to the parties. Notwithstanding the foregoing, Lessee shall have the right to terminate this Lease if it determines in its sole judgment that it is not economically feasible to restore the Property by giving notice of termination within **thirty (30) days** after the event causing the destruction. Provided, however, should Lessee elect to terminate the Lease pursuant to this section 6.04b or section 2.03, Lessee shall not be entitled to reimbursement of its capital improvement investment.

c. If the Lease is not terminated under Section 6.04b above, the Agreement shall continue in full force and effect, except that the payment to City by Lessee may, to the extent not covered by insurance, be abated and/or other relief afforded to the extent that Lessee can demonstrate, and that City may corroborate, that the damage and/or restoration interferes with Lessee's operations. The aforesaid provisions for abatement and/or the relief shall also be applicable to a total or partial destruction of the Property by the aforementioned causes.

d. In the event that the Property is damaged as a result of flooding and Lessee does not reasonably determine that the Property is not capable of repair, the parties agree that the repair thereof shall be undertaken by Lessee with the costs associated therewith to be paid by Lessee.

6.05 Utilities. Lessee agrees to order, obtain, and pay for all utilities and service and installation charges in connection with the development, occupation and operation of the Property. The City requires a separate meter, sub-meter or other device be installed at the Property, which shall be at Lessee's sole cost and expense.

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

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Lessee recognizes and agrees that this Lease may create a possessory interest subject to property taxation, and that Lessee may be subject to the payment of taxes levied on such interest, and that Lessee shall pay all such possessory interest taxes before they become delinquent.

6.07 Ownership of Improvements and Personal Property.

a. Any and all improvements, structures, and installations or additions to the Property constructed on the Property by Lessee consisting of buildings or other permanent improvements, shall at Lease expiration or termination be deemed to be part of the Property and shall become, at City's option, City's property, free of all liens and claims except as otherwise provided in this Lease.

b. If City elects not to assume ownership of all or any improvements, structures and installations, City shall so notify Lessee in writing **thirty (30) days** prior to expiration or termination of this Lease, and Lessee shall remove all such improvements, structures and installations as directed by City at Lessee's sole cost and expense on or before Lease expiration or termination. If Lessee fails to remove any improvements, structures, and installations as directed, Lessee agrees to pay City the full cost of any removal.

c. Lessee-owned machines, appliances, equipment, trade fixtures (including any items removable by Lessee) and other items of personal property shall be removed by Lessee by the date of the expiration or termination of this Lease. Any said items which Lessee fails to remove will be considered abandoned and become City's property free of all claims and liens, or City may, at its option, remove said items at Lessee's expense.

d. If any removal of such personal property by Lessee results in damage to the remaining improvements on the Property, Lessee shall repair all such damage at Lessee's sole cost and expense.

6.08 Liens. Lessee shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to all or any portion of the Property without the prior written consent of the City Manager. Lessee shall promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim on or with respect to all or any portion of the Property for which Lessee does not have the prior written consent of the City Manager.

6.09 Encumbrance. Upon receiving prior consent by the City Manager, Lessee may encumber this Lease, 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 Lessee, 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 Property. 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: offsite improvements for service of the Property; onsite 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.

Any subsequent encumbrances on the Property or on any permanent improvements thereon, shall also have prior approval in writing of City Manager. Such subsequent encumbrances

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shall also be for the exclusive purpose of development of the Property or otherwise to the benefit of the City at the discretion of the City Manager. Any deed of trust, mortgage or other security instrument shall be subject to all of the terms, covenants and conditions of this Lease and shall not amend or alter any of the terms, covenants or conditions of this Lease. Within **sixty (60) days** of encumbering this Lease, Lessee shall give the City written notice of the name, address and contact person of any entity which has a lien on the Lease.

6.10 Signs. Lessee shall not erect or display any banners, pennants, flags, posters, signs, decorations, marquees, awnings, or similar devices or advertising without the prior written consent of the City, and any such device(s) shall conform to all City of Oceanside ordinances and regulations. If any unauthorized item is found on the Property, Lessee 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 Lessee's cost.

SECTION 7: CONDEMNATION

7.01 Eminent Domain. If all or parts of the Property are taken through condemnation proceedings or under threat of condemnation by any public authority with the power of eminent domain, the interests of City and Lessee (or beneficiary or mortgagee) will be as follows:

a. Total Taking. In the event the entire Property are taken, this Lease shall terminate on the date of the transfer of title or possession to the condemning authority, whichever first occurs.

b. Partial Taking. In the event of a partial taking, if, in the opinion of Lessee, the remaining part of the Property is unsuitable for the lease operation, this Lease shall terminate on the date of the transfer of title or possession to the condemning authority, whichever first occurs, and the City shall have the obligations to Lessee upon termination as set forth in this Lease including but not limited to the Termination Provisions set forth in Section 2.03.

In the event of a partial taking, if, in the opinion of Lessee, the remainder of the Property is suitable for continued lease operation, this Lease shall terminate in regard to the portion taken on the date of the transfer of title or possession to the condemning authority, whichever first occurs, but shall continue for the portion not taken.

c. Award. All monies awarded in any such taking of the Property shall belong to City, whether such taking results in diminution in value of the leasehold or the fee or both; provided, however, Lessee shall be entitled to any award attributable to the taking of or damages to Lessee's then remaining leasehold interest in the improvements of Lessee.

d. Transfer. City has the right to transfer City's interests in the Property in lieu of condemnation to any authority entitled to exercise the power of eminent domain. If a transfer occurs, Lessee shall retain whatever interest it may have in the fair market value of any improvements placed by it on the Property in accordance with this Lease.

e. No Inverse Condemnation. The exercise of any City right under this lease shall not be interpreted as an exercise of the power of eminent domain and shall not impose any liability upon City for inverse condemnation so long as such rights do not unreasonably or substantially interfere with Lessee's operations.

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SECTION 8: DEFAULT BY LESSEE

8.01 Defaults and Termination. It is mutually understood and agreed that if any default be made in the payment of rental herein provided or in the performance of the covenants, conditions, or agreements herein (any covenant or agreement shall be construed and considered as a condition); or should Lessee fail to fulfill in any manner the uses and purposes for which the Property is leased as stated in this Lease, and such default is not cured within **five (5) days** after written notice thereof if default is in the submittal of rent as required in this Lease; or **ten (10) days** after written notice thereof if default is in the performance of the failure to use provisions pursuant to Section 1.02 of this Lease; or **thirty (30) days** after written notice thereof if default is in the performance of any other covenant, condition and agreements (any covenant or agreement shall be construed and considered as a condition), City shall have the right to immediately terminate this Lease; and that in the event of such termination, Lessee shall have no further rights hereunder and Lessee shall thereupon forthwith remove from the Property and shall have no further right to claim thereto, and City shall immediately thereupon, without recourse to the courts, have the right to reenter and take possession of the Property. City shall further have all other rights and remedies as provided by law, including without limitation the right to recover damages from Lessee in the amount necessary to compensate City for all the detriment proximately caused by the Lessee's failure to perform its obligations under the Lease or which in the ordinary course of things would be likely to result therefrom.

In the event City consents to an encumbrance of the Lease for security purposes in accordance with the terms of this Lease, it is understood and agreed that City shall furnish copies of all notices of defaults to the beneficiary or mortgagee under said encumbrance by certified mail contemporaneously with the furnishing of such notices to Lessee, and in the event Lessee shall fail to cure such default or defaults within the time allowed above, said beneficiary or mortgagee shall be afforded the right to cure such default at any time within **five (5) days**, if the default is for the failure to submit rent as required, or within **fifteen (15) days** following the expiration of the period within which Lessee may cure such default; provided, however, City shall not be required to furnish any further notice of default to said beneficiary or mortgagee.

In the event of the termination of this Lease pursuant to the provisions of this section, City shall have any rights to which it would be entitled in the event of the expiration or sooner termination of this Lease under the provisions of this Lease.

8.02 Bankruptcy. In the event Lessee becomes insolvent, makes an assignment for the benefit of creditors, becomes the subject of a bankruptcy proceeding, reorganization, arrangement, insolvency, receivership, liquidation, or dissolution proceedings, or in the event of any judicial sale of Lessee's interest under this Lease, City shall have the right to declare this Lease in default.

The conditions of this Section shall not be applicable or binding on Lessee or the beneficiary in any deed of trust, mortgage, or other security instrument on the demised Property which is of record with City and has been consented to by resolution of the City Council, or to said beneficiary's successors in interest consented to by resolution of the City Council, as long as there remain monies to be paid by Lessee to such beneficiary under the terms of such deed of trust, provided that such beneficiary or its successors in interest, continuously pay to City all rent due or coming due under the provisions of this Lease and the Property are continuously and actively used in accordance with Section 1.02 of this Lease.

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SECTION 9: GENERAL PROVISIONS

9.01 Notices. All notices, demands, requests, consents or other communications which this Lease 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 Lessee:

PRO KIDS GOLF ACADEMY
Attn: Martha Remmell,
Chief Executive Officer
4085 52nd Street
San Diego, CA 92105

Either party may change its address by notice to the other party as provided herein. 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 (3) working days** following the deposit in the United States Mail of registered or 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.

9.02 City Approval. The City Manager shall be the City's authorized representative in the interpretation and enforcement of all work performed in connection with this Lease. The City Manager may delegate authority in connection with this Lease to the City Manager's designee(s). For the purposes of directing Lessee in accordance with this Lease, which does not result in a change to this Lease, the City Manager delegates authority to the City's Supervising Property Agent.

9.03 Nondiscrimination. Lessee agrees not to discriminate in any manner against any person or persons on account of sex, race, color, religion, ancestry, national origin, disability, medical condition, marital status, sexual orientation, or age in Lessee's use of the Property.

9.04 Equal Opportunity. Lessee shall take affirmative action to assure applicants are employed and that employees are treated during employment without regard to sex, race, color, religion, ancestry, national origin, disability, medical condition, marital status, sexual orientation, or age. Lessee hereby certifies to City that Lessee is in compliance and throughout the term of this Lease 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.

**PRO KIDS GOLF ACADEMY
LEASE AGREEMENT
Douglas Drive**

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

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

9.06 Interpretation of the Lease. The interpretation, validity and enforcement of the Lease shall be governed by and construed under the laws of the State of California. The venue of any judicial action brought to enforce any condition, covenant or provision of this Lease shall be in San Diego County, California. The Lease does not limit any other rights or remedies available to City.

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

Should any provision herein be found or deemed to be invalid, the Lease 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 Lease are severable.

This Lease shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, and assigns.

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

9.08 Waiver. Any City waiver of a default is not a waiver of any other default. Any waiver of a default must be in writing and be executed by the City Manager in order to constitute a valid and binding waiver. City delay or failure to exercise a remedy or right is not a waiver of that or any other remedy or right under this Lease. The use of one remedy or right for any default does not waive the use of another remedy or right for the same default or for another or later default. City's acceptance of any rents is not a waiver of any default preceding the rent payment. City and Lessee specifically agree that the property constituting the Property is City-owned and held in trust for the benefit of the citizens of the City of Oceanside and that any failure by the City Manager or City staff to discover a default or take prompt action to require the cure of any default shall not result in an equitable estoppel, but City shall at all times, subject to applicable statute of limitations, have the legal right to require the cure of any default when and as such defaults are discovered or when and as the City Council directs the City Manager to take action or require the cure of any default after such default is brought to the attention of the City Council by the City Manager or by any concerned citizen.

9.09 Dispute Resolution, Attorney's Fees. In the event any suit is commenced by either party to enforce any of the terms and conditions hereof, the prevailing party shall be entitled to an award of all costs expended, together with a reasonable attorney's fee to be fixed by the Court. Venue for enforcement of this Lease shall be in the Superior Court of San Diego County, North County Branch. The parties agree that before either party commences any legal or equitable

PRO KIDS GOLF ACADEMY
LEASE AGREEMENT
Douglas Drive

action, action for the declaratory relief, suit, proceeding, or arbitration that the parties shall first attempt to resolve the dispute by submitting the dispute to mediation through a mutually acceptable professional mediator in San Diego County, or, if a mediator cannot be agreed upon, by a mediator appointed by the Judicial Arbitration and Mediation Service in San Diego County. The parties shall share the cost of mediation equally.

9.10 Assignment and Subletting - No Encumbrance. This Lease and any portion thereof shall not be assigned, transferred, or sublet, nor shall any of the Lessee's duties be delegated, without the express written consent of City. Any attempt to assign or delegate this Lease without the express written consent of City shall be void and of no force or effect. A consent by City to one assignment, transfer, sublease, or delegation shall not be deemed to be a consent to any subsequent assignment, transfer, sublease, or delegation.

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

9.12 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.

SECTION 10: SPECIAL PROVISIONS

10.01 Standards of Operation. Lessee agrees that it shall operate and manage the services and facilities offered upon or from the Property in a manner consistent with other similar operations.

10.02 Hours of Operation. The Lessee agrees that it shall conduct business on the Property to conform to hours and days of operation as established, and in the best interest of the youth served by Lessee, unless otherwise approved in writing by the City.

10.03 Manner of Providing Service. Lessee shall provide an experienced and well-qualified "on-site" supervisor to oversee all operations conducted by Lessee on the Property. Said supervisor shall be empowered with authority to act on behalf of Lessee in response to reasonable requests from City to perform maintenance, repairs, and replacements on the Property as reasonably required relative to the public's health, safety, and welfare. All employees of Lessee shall at all times conduct themselves in a creditable and dignified manner, and they shall conform to all laws, rules, regulations and requirements, as well as all rules and regulations as hereafter may be promulgated, or put into operation by the City. Lessee shall maintain a staff in adequate size and number, to effectively operate, maintain and administer all services offered and facilities located on the Property.

10.04 Hazardous Substances. No goods, merchandise or material shall be kept, stored or sold in or on the Property which are in any way explosive or hazardous; and no offensive or dangerous trade, business or occupation shall be carried on therein or thereon, and nothing shall be done on said Property, which will cause an increase in the rate of or cause a suspension or cancellation of the insurance upon said or other Property and the improvements thereon.

**PRO KIDS GOLF ACADEMY
LEASE AGREEMENT
Douglas Drive**

No machinery or apparatus shall be used or operated on or about the Property which will in any way injure the Property or improvements thereon, or adjacent or other Properties, or improvements thereon, or to persons; provided, however, that nothing contained in this Section shall preclude Lessee from bringing, keeping or using on or about the 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.

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

10.05 Lessee Memorandum. Parties agree upon the Commencement Date of the lease, , a Memorandum of Lease, in the form attached to this Lease as **Exhibit "G"** (Memorandum of Lease), shall be executed by the City and Lessee and shall be recorded in the Official Records of the County of San Diego.

Remainder of Page Left Blank Intentionally

[Signatures on Next Page]

PRO KIDS GOLF ACADEMY
LEASE AGREEMENT
Douglas Drive

SECTION 11: SIGNATURES

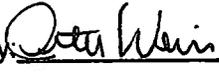
11.01 Signature Page. The individuals executing this Lease represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Lease on behalf of the respective legal entities of the Lessee and the City.

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 Lease to be executed on the day and year respectively written hereinbelow.

"City"

City of Oceanside, a municipal corporation

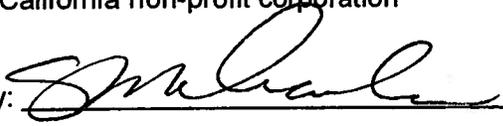
APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

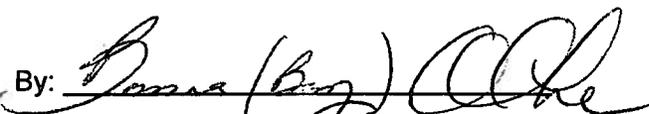
By: 
City Manager

By:  A.B.S.T.
City Attorney

"Lessee"

Pro Kids Golf Academy, Inc.
a California non-profit corporation

By: 
Print Name: STEVEN C. MCCRACKEN
Title: VICE PRESIDENT
Dated: 07-02-10

By: 
Print Name: BESSIE "BESSY" GLASKE
Title: SECRETARY
Dated: 7.2.10

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

State of California, County of San Diego
On July 02, 2010 before me, Roman Cedillo, Notary Public,
Personally appeared Bessie Glaske
who proved to me on the basis of satisfactory evidence to be the person(s)
whose name(s) is/are subscribed to the within instrument and acknowledged
to me that he/she/they executed the same in his/her/their authorized capacity(ies),
and that by his/her/their signature(s) on the instrument the person(s), or the entity
upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California
that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.



ROMAN CEDILLO
COMM. # 1827370
NOTARY PUBLIC - CALIFORNIA
SAN DIEGO COUNTY
My Comm. Exp. JAN. 15, 2013

ACKNOWLEDGMENT

State of California
County of San Diego)

On July 2, 2010 before me, Moira Garcia, Notary
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Moira Garcia (Seal)



EXHIBIT "A"
GOLF COURSE LEASE PARCEL
LEGAL DESCRIPTION

APN 157-021-06

VESTING: CITY OF OCEANSIDE

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE EAST HALF OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 5, TOWNSHIP 11 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO OFFICIAL PLAT THEREOF AND THAT PORTION OF PARCEL 4 OF PARCEL MAP NO. 8979 IN THE CITY OF OCEANSIDE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER JULY 30, 1979 AS FILE NO 79-315351, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF SAID PARCEL 4;

THENCE ALONG THE NORTHERLY BOUNDARY OF SAID PARCEL 4
NORTH 89°50'30"WEST 166.61 FEET TO THE TRUE POINT OF BEGINNING;

THENCE LEAVING SAID BOUNDARY NORTH 00°09'30"EAST 82.59 FEET;

THENCE NORTH 89°50'30"WEST 277.01 FEET;

THENCE NORTH 00°23'23"WEST 42.07 FEET;

THENCE SOUTH 46°46'29"WEST 441.61 FEET TO THE BEGINNING OF A TANGENT 140.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°28'49" A DISTANCE OF 118.46 FEET;

THENCE SOUTH 01°42'20"EAST 387.64 FEET TO THE NORTHERLY BOUNDARY OF WHELAN RANCH UNIT NO. 1 ACCORDING TO MAP THEREOF NO. 9384 RECORDED SEPTEMBER 24, 1979 AS FILE NO. 79-399839;

THENCE ALONG SAID NORTHERLY BOUNDARY NORTH 89°37'24"EAST 225.38 FEET TO THE SOUTHWESTERLY PROLONGATION OF THE SOUTHEASTERLY BOUNDARY OF SAID PARCEL 4 AND A POINT ON A NON-TANGENT 842.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, A RADIAL FROM SAID POINT BEARS SOUTH 80°56'52"EAST;

THENCE LEAVING SAID NORTHERLY BOUNDARY, NORTHEASTERLY ALONG SAID PROLONGATION, SAID SOUTHEASTERLY BOUNDARY, AND SAID CURVE THROUGH A CENTRAL ANGLE OF 51°14'37" A DISTANCE OF 753.06 FEET TO A POINT ON A NON-

TANGENT 29.00 FOOT RADIUS CURVE, CONCAVE WESTERLY, A RADIAL FROM SAID CURVE BEARS NORTH 76°48'35" WEST;

THENCE LEAVING SAID SOUTHEASTERLY BOUNDARY, NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°29'25" A DISTANCE OF 15.43 FEET TO THE BEGINNING OF A REVERSE 172.00 FOOT RADIUS CURVE, CONCAVE EASTERLY;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°27'30" A DISTANCE OF 52.41 FEET;

THENCE NORTH 00°09'30" EAST 3.43 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 6.296 ACRES MORE OR LESS.

ATTACHED HERETO AND MADE A PART HEREOF IS A PLAT LABELED EXHIBIT "A-1".

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

Robert R. Wallace
ROBERT R. WALLACE, RLS 5207

7-20-2010
DATE



EXHIBIT 'A-1'

NOTE: DATA SHOWN HEREON IS BASED ON RECORD INFORMATION.

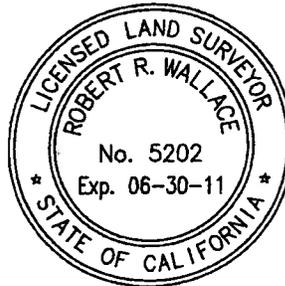
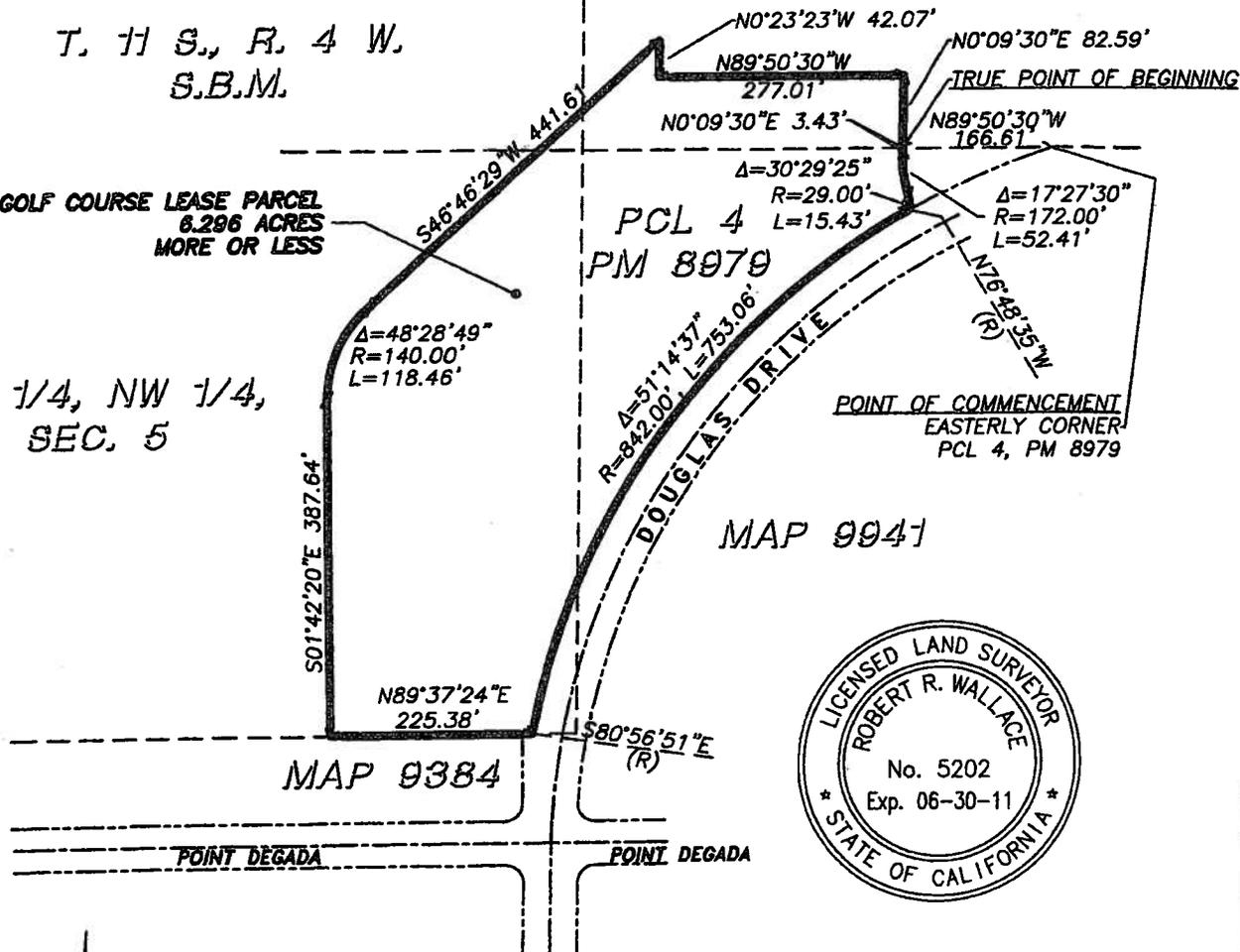
NE 1/4, NW 1/4,
SEC. 5

NW 1/4, NE 1/4,
SEC. 5

T. 11 S., R. 4 W.
S.B.M.

SE 1/4, NW 1/4,
SEC. 5

GOLF COURSE LEASE PARCEL
6.296 ACRES
MORE OR LESS



THIS PLAT WAS PREPARED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.

Robert R. Wallace

ROBERT R. WALLACE, RLS 5202

SCALE: 1"=200'

APN: 157-021-06

CITY OF OCEANSIDE

VESTING: CITY OF OCEANSIDE

JULY 5, 2010

SHEET 1 OF 1

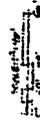
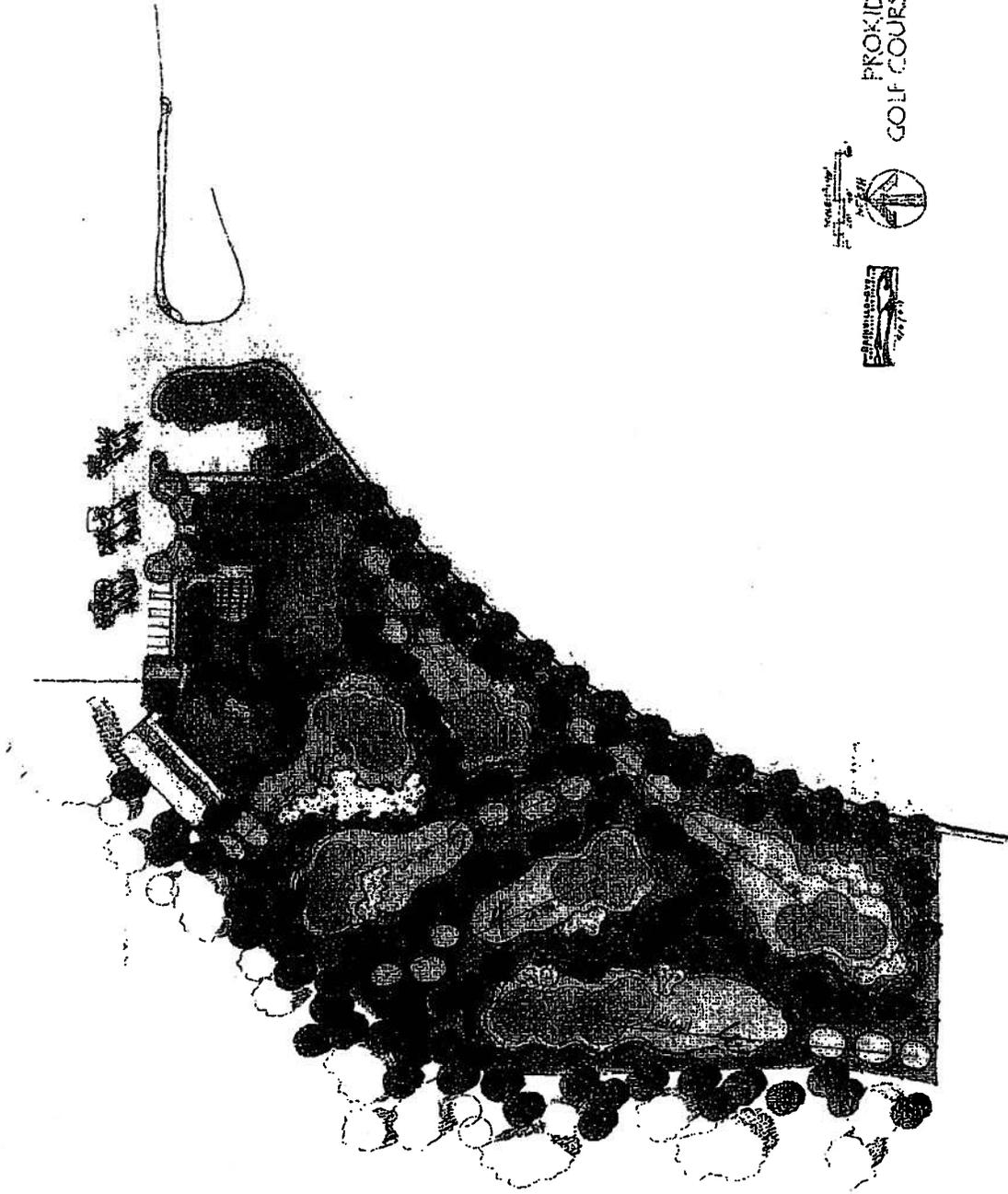


P.O. BOX 791 POWAY, CA 92074 (858)748-8333 FAX (858)748-8412

EXHIBIT "B"

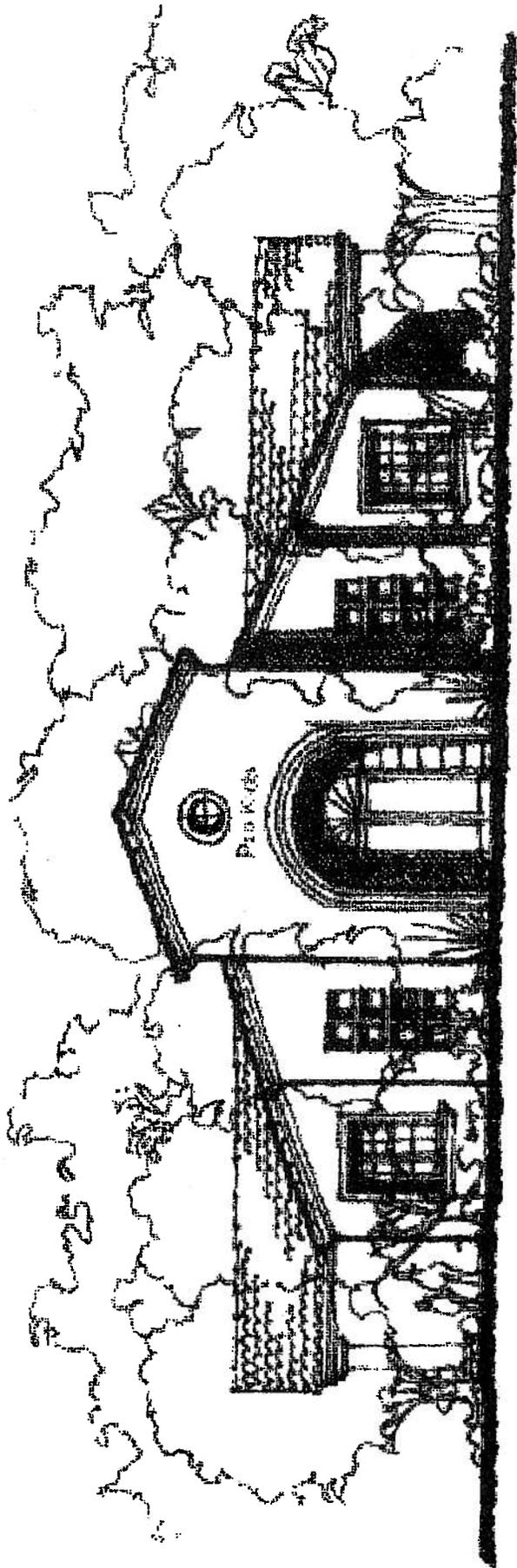
DESCRIPTION OF LESSEE IMPROVEMENTS

1. A one story clubhouse measuring approximately 3500 square feet and associated improvements.
2. A six-hole par-3 golf course and associated improvements.
3. Parking and driveway improvements to the 'Improved Common Area' shown in Exhibit E.



PROKIDS
GOLF COURSE





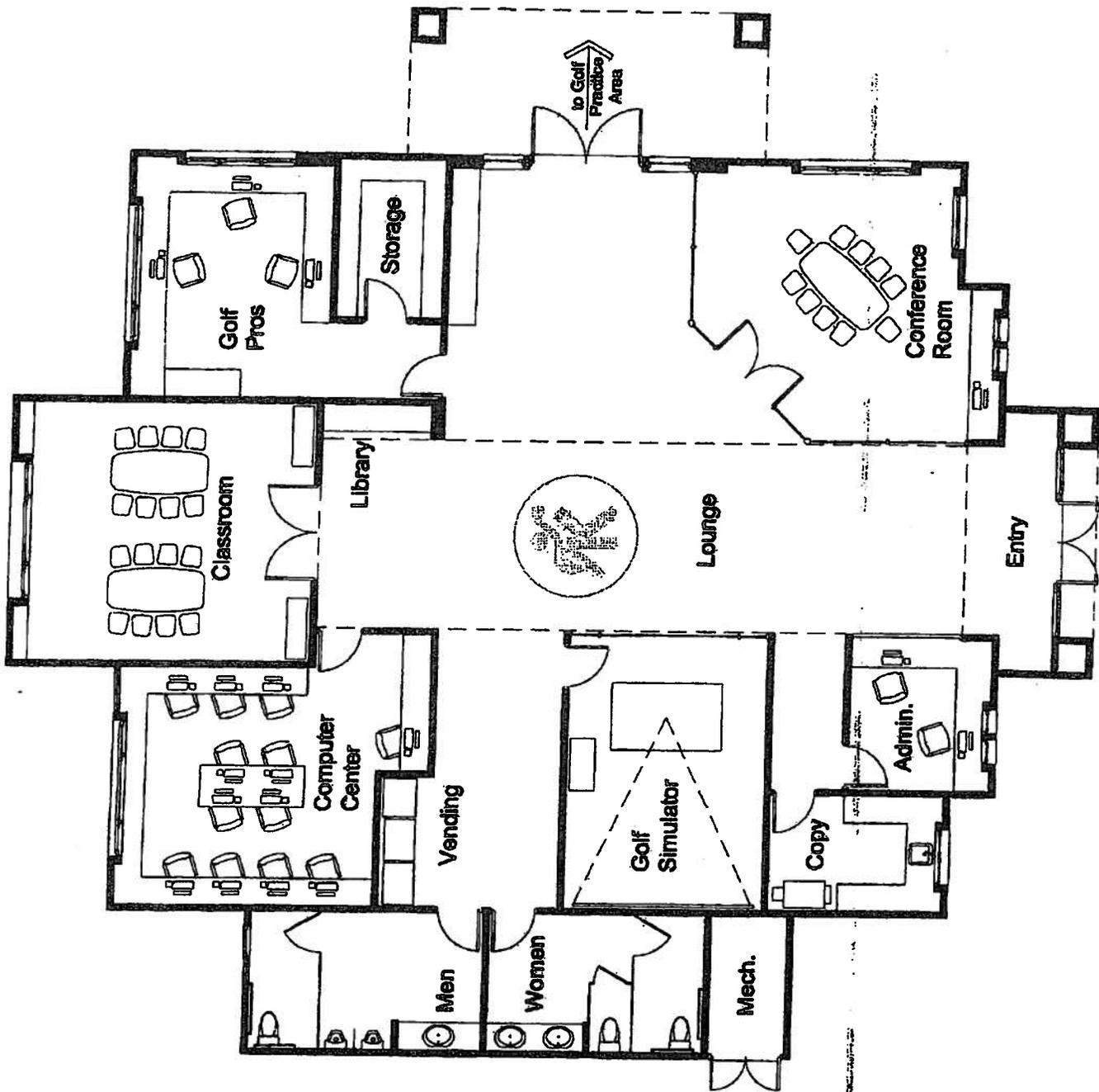


EXHIBIT "C"

COMMENCEMENT DATE MEMORANDUM

This Commencement Date Memorandum, dated as of _____ is executed between the City of Oceanside, a municipal corporation ("CITY") and Pro Kids Golf Academy, a California non-profit corporation ("LESSEE").

RECITALS

WHEREAS, CITY and LESSEE have entered into that certain Property Lease Agreement ("Lease") dated _____, 2010 for premises at 825 Douglas Road in the City of Oceanside, County of San Diego, State of California; and

WHEREAS, pursuant to the terms of the Lease the parties are to execute a memorandum to confirm the commencement date of the Lease.

NOW, THEREFORE, in consideration of the conditions and covenants contained herein, the parties hereto mutually agree as follows:

1. The CITY and LESSEE agree that the commencement date of the Lease is _____ and the termination date is _____.

IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors and assigns do hereby agree to the above, as of the day and year first written above.

"CITY"

City of Oceanside
a municipal corporation

By: _____
(name)

Title: City Manager

"LESSEE"

Pro Kids Golf Academy,
a California non-profit corporation

By: _____

Name: _____

Title: _____

EXHIBIT "D"
CONSTRUCTION SCHEDULE

Scheduled Item

Anticipated Completion

1. Construction Documents and Permit Processing
2. Occupancy

Effective Date plus 9 months

Effective Date plus 21 months

EXHIBIT "E"
PARKING LOT LEASE PARCEL
LEGAL DESCRIPTION

APN 157-021-06

VESTING: CITY OF OCEANSIDE

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF FRACTIONAL SECTION 5, TOWNSHIP 11 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO OFFICIAL PLAT THEREOF AND THAT PORTION OF PARCEL 4 OF PARCEL MAP NO. 8979 IN THE CITY OF OCEANSIDE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER JULY 30, 1979 AS FILE NO 79-315351, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF SAID PARCEL 4;

THENCE ALONG THE NORTHERLY BOUNDARY OF SAID PARCEL 4
NORTH 89°50'30" WEST 166.61 FEET TO THE TRUE POINT OF BEGINNING;

THENCE LEAVING SAID BOUNDARY NORTH 00°09'30" EAST 82.59 FEET;

THENCE NORTH 89°50'30" WEST 277.01 FEET;

THENCE NORTH 00°23'23" WEST 42.07 FEET;

THENCE NORTH 38°53'06" EAST 170.52 FEET TO THE BEGINNING OF A TANGENT 28.00
FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF
52°25'30" A DISTANCE OF 25.62 FEET;

THENCE SOUTH 88°41'24" EAST 183.07 FEET;

THENCE SOUTH 00°23'23" EAST 21.06 FEET TO THE BEGINNING OF A TANGENT 67.00
FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF
90°00'00" A DISTANCE OF 105.24 FEET;

THENCE NORTH 89°36'37" EAST 31.48 FEET TO THE BEGINNING OF A TANGENT 42.00
FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF
88°20'58" A DISTANCE OF 64.76 FEET;

THENCE SOUTH 02°02'25" EAST 106.14 FEET;

THENCE NORTH 89°50'30" WEST 110.10 FEET TO THE BEGINNING OF A TANGENT 29.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°19'19" A DISTANCE OF 45.72 FEET;

THENCE SOUTH 00°05'34" EAST 14.87 FEET TO THE BEGINNING OF A TANGENT 31.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 59°58'20" A DISTANCE OF 37.86 FEET TO THE SOUTHEASTERLY BOUNDARY OF SAND PARCEL 4 AND A POINT ON A NON-TANGENT 842.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, A RADIAL FROM SAID POINT BEARS SOUTH 25°35'41" EAST;

THENCE SOUTHWESTERLY ALONG SAID BOUNDARY AND SAID CURVE THROUGH A CENTRAL ANGLE OF 4°06'27" A DISTANCE OF 60.36 FEET TO A POINT ON A NON-TANGENT 29.00 FOOT RADIUS CURVE, CONCAVE WESTERLY, A RADIAL FROM SAID POINT BEARS NORTH 76°48'35" WEST;

THENCE LEAVING SAID BOUNDARY, NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°29'25" A DISTANCE OF 15.43 FEET TO THE BEGINNING OF A REVERSE 172.00 FOOT RADIUS CURVE, CONCAVE EASTERLY;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°27'30" A DISTANCE OF 52.41 FEET;

THENCE NORTH 00°09'30" EAST 3.43 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 1.761 ACRES MORE OR LESS.

ATTACHED HERETO AND MADE A PART HEREOF IS A PLAT LABELED EXHIBIT "E-1".

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

Robert R. Wallace
ROBERT R. WALLACE, RLS 5207

7-20-2010
DATE



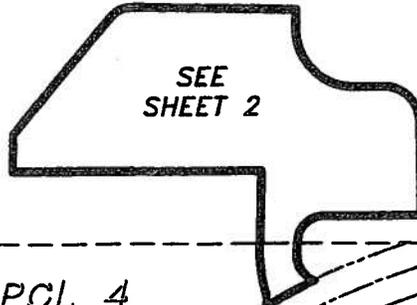
EXHIBIT "E-1"

NOTE: DATA SHOWN HEREON IS BASED ON RECORD INFORMATION.

NE 1/4, NW 1/4,
SEC. 5

NW 1/4, NE 1/4,
SEC. 5

T. 11 S., R. 4 W.
S.B.M.

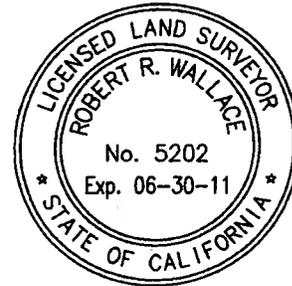


PCL 4
PM 8070

SE 1/4, NW 1/4,
SEC. 5

MAP 0041

DOUGLAS DRIVE



MAP 0384

POINT DEGADA

POINT DEGADA



THIS PLAT WAS PREPARED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.

Robert R Wallace

ROBERT R. WALLACE, RLS 5202

SCALE: 1"=200'

APN: 157-021-06

CITY OF OCEANSIDE

VESTING: CITY OF OCEANSIDE

JULY 5, 2010

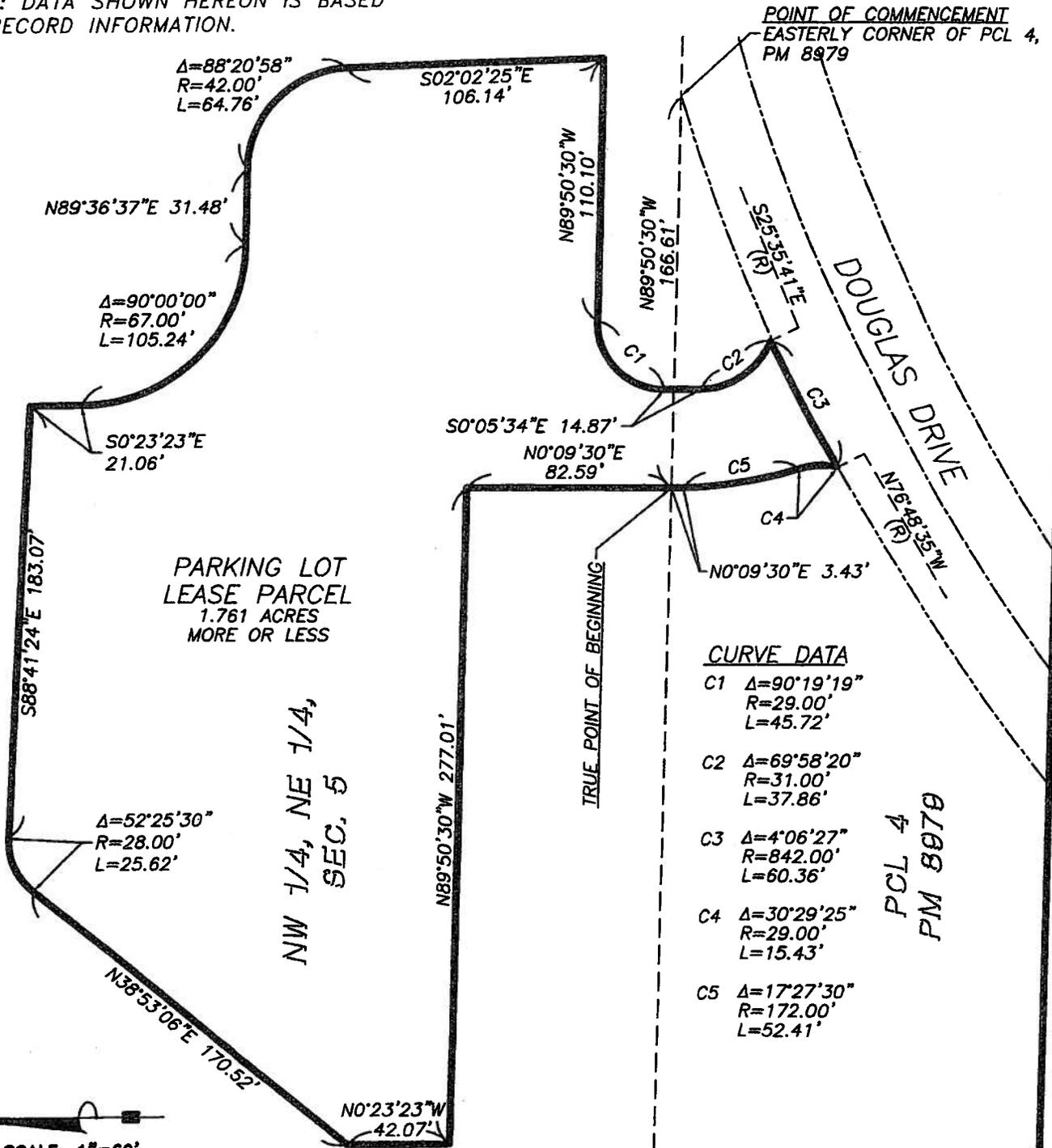
SHEET 1 OF 2



P.O. BOX 701 POWAY, CA 92074 (858)748-8383 FAX (858)748-8412

EXHIBIT 'E-1'

NOTE: DATA SHOWN HEREON IS BASED ON RECORD INFORMATION.



SCALE: 1"=60'

APN: 157-021-06

CITY OF OCEANSIDE	
VESTING: CITY OF OCEANSIDE	
JULY 5, 2010	SHEET 2 OF 2

EXHIBIT "F"
IMPROVED COMMON AREA



EXHIBIT "G"

Recording Requested by:
When Recorded Return to:

CITY CLERK, CITY OF OCEANSIDE
300 North Coast Highway
Oceanside, CA 92054

(For Recorder's Use)

MEMORANDUM OF LEASE

This Memorandum of Lease ("Memorandum") is made as of _____, 2010, by and between The City of Oceanside, a municipal corporation ("City") and Pro Kids Golf, LLC, a California limited liability company ("Lessee").

City and Lessee have entered into that certain Lease dated as of _____, 2010, ("Lease"), pursuant to which City has ground leased to Lessee, and Lessee has ground leased from City, that certain property located in the City of Oceanside, County of San Diego, State of California and more particularly described in Exhibit "A-1" (Property), which is attached and incorporated by this reference, all subject to the terms and covenants set forth in the Lease. The purpose of this Memorandum is to give notice of the existence of the Lease and the provisions thereof. To the extent that any provision of this Memorandum conflicts with any provision of the Lease, the Lease shall control.

This Memorandum may be executed in counterparts, each of which shall be an original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first written above.

"City"

The City of Oceanside, a municipal corporation

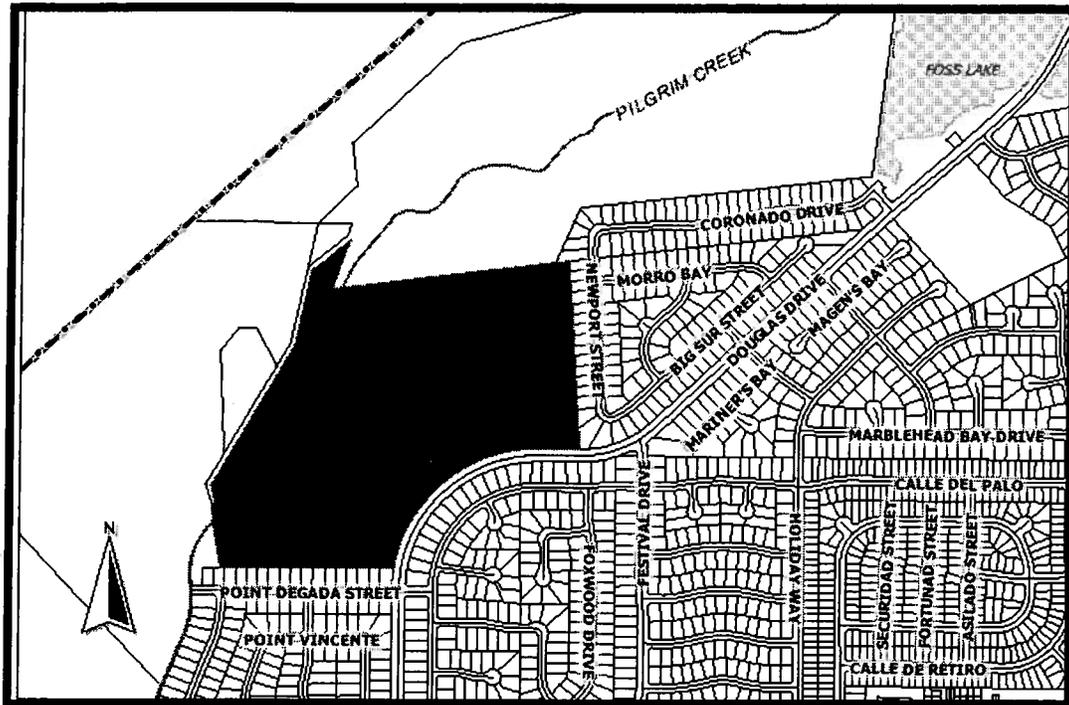
By: _____
Name: _____
Title: _____

"Lessee"

Pro Kids Golf, LLC, a California
limited liability company

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____



File Numbers: D10-00008 and CUP10-00025

Applicant: William Hayer

DEVELOPMENT PLAN (D10-00008) and CONDITIONAL USE PERMIT (CUP10-00025) a request for approval to construct a 4,327-square foot clubhouse, golf practice area, and six-hole par-3 golf course for kids ages 7 to 17 immediately adjacent to the Oceanside Municipal Golf Course, and adjacent to Douglas Drive directly to the north. The project site is within a City owned property that has a General Plan Land Use Designation of Open Space (OS), is zoned Open Space (OS), and is situated within the North Valley Neighborhood – **PRO KIDS GOLF**

Environmental Determination:

The project qualifies for a Class 32 Categorical Exemption for In-Fill Development Project pursuant to Section 15332 of the California Environmental Quality Act.

City of Oceanside, Planning Division
300 N. Coast Highway
Oceanside, CA 92054 - (760) 435-3520



Application for Public Hearing

Community Development Department / Planning Division
(760) 435-3520
Oceanside Civic Center 300 North Coast Highway
Oceanside, California 92054-2885

STAFF USE ONLY

ACCEPTED

7-29-10

BY

SN
&
DW

Please Print or Type All Information

PART I - APPLICANT INFORMATION

1. APPLICANT

WILLIAM HAYER

2. STATUS

AGENT

3. ADDRESS

915 Camino Del Mar
Del Mar, Ca. 92014

4. PHONE/FAX/E-mail

858 792-2800

5. APPLICANT'S REPRESENTATIVE (or person to be contacted for information during processing)

same

6. ADDRESS

same

7. PHONE/FAX/E-mail

same

PART II - PROPERTY DESCRIPTION

8. LOCATION

825 DOUGLAS DR

9. SIZE

6.29 ac / 274,262 sq ft.

10. GENERAL PLAN

11. ZONING

OS

12. LAND USE

13. ASSESSOR'S PARCEL NUMBER

821-06
157-020-91

PART III - PROJECT DESCRIPTION

14. GENERAL PROJECT DESCRIPTION

CLUBHOUSE AND GOLF PRACTICE AREA

15. PROPOSED GENERAL PLAN

16. PROPOSED ZONING

OS

17. PROPOSED LAND USE

18. NO. UNITS

-

19. DENSITY

-

20. BUILDING SIZE

4327 SF.

21. PARKING SPACES

23

22. % LANDSCAPE

85.8

23. % LOT COVERAGE or FAR

1.57

PART IV - ATTACHMENTS

24. DESCRIPTION/JUSTIFICATION

25. LEGAL DESCRIPTION

26. TITLE REPORT

27. NOTIFICATION MAP & LABELS

28. ENVIRONMENTAL INFO FORM

29. PLOT PLANS

30. FLOOR PLANS AND ELEVATIONS

31. CERTIFICATION OF POSTING

32. OTHER (See attachment for required reports)

PART V - SIGNATURES

33. APPLICANT OR REPRESENTATIVE (Print):

William Hayer

34. DATE

7.28.10

SIGNATURES OF ALL OWNERS OF THE SUBJECT PROPERTY ARE NECESSARY BEFORE THE APPLICATION CAN BE ACCEPTED. IN THE CASE OF PARTNERSHIPS OR CORPORATIONS, THE GENERAL PARTNER OR CORPORATION OFFICER SO AUTHORIZED MAY SIGN. (ATTACH ADDITIONAL PAGES AS NECESSARY).

Sign:

WILLIAM HAYER

35. OWNER (Print)

36. DATE

I DECLARE UNDER PENALTY OF PERJURY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Sign:



PRO KIDS
Home of The First Tee of San Diego

RECEIVED

NOV 17 2010

CITY OF OCEANSIDE
DEVELOPMENT SERVICES

Oceanside Operations

Overview

Pro Kids intends to construct a clubhouse, golf practice area, and a par-3 golf course.

A major objective of the facility is to help kids succeed in school and in life. Pro Kids' staff will help with homework, college preparation, and instruction in life skills that will be used in school and beyond. Field trips will be organized to introduce community activities and opportunities to the kids.

Students aged 7 to 17 will be encouraged to participate in golf, education assistance, and life skills instruction at the new site.

Facility

The clubhouse will provide 2 classrooms, a computer lab, a golf simulator, and office space for Pro Kids' employees.

The practice area will include a putting green, a pitching and bunker practice area, and a driving cage. The golf course will comprise six holes varying from 40 to 115 yards in length. The facility will complement the full size course and driving range at the adjacent Oceanside Municipal Golf Course.

The Pro Kids facility will not be open to the public.

Programming

We plan to offer programming during the school day in cooperation with schools in the surrounding area.

After school and weekend programming will include group golf classes based on age and playing ability. Our golf instruction is based on the nationwide First Tee model, which incorporates training in life skills such as introducing yourself to others to goal setting and achievement. Golf equipment that is donated to Pro Kids is modified and provided to kids for their use.

Our staff will communicate with school personnel to organize activities to support learning at the group and individual level. Staff and volunteers will be available to help with homework and encourage kids to participate in broader activities that will expose the kids to their community. Field trips will include community service projects, museums and cultural sites, and recreational and vocational trips.

Ernest H. Wright, Sr.
Founder

Corporate Officers
Howard Wright
Chairman of the Board

Allan W. Severson
President

William Hoyer
Vice President

Steven C. McCracken
Vice President

Bessy F. Glaske
Secretary

Amy Romaker
Treasurer

Warren Shafer
Immediate Past President

Board of Directors

Al Baytop

Victor M. Botello, Jr.

Jack G. Charney

Kim Eggleston

Bill Fontana

Anna T. Garcia

Michael D. Gay

Nicholas M. Krnich

Gary S. Levine

Marty Pendarvis

Ray Raub

G. William Ray

Robin Stark

Tony Thornley

Edward P. Wallace, Jr.

Scott T. Whitley

Victoria Wright

George Young





PRO KIDS

Home of The First Tee of San Diego

Individual golf lessons will also be offered based on availability and request. Skill development will be encouraged, both to continue the link between the positive experiences and messages that Pro Kids provides, and to provide the unique opportunity for travel and the development of friendships that occurs with high-level athletic success.

Membership

Pro Kids charges a nominal annual fee for membership. The fee is waived for kids from low-income families.

Staffing

Three to six employees will be on hand most of the times we are open. They will be responsible for golf instruction and classroom assistance.

Volunteers will be utilized to supplement the paid staff at times when we expect a significant number of kids to be present.

Both staff and volunteers must complete a background check before being assigned to any Pro Kids activities.

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Marly Pendarvis

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G. William Ray

Robin Stark

Tony Thornley

Edward P. Wallace, Jr.

Scott T. Whitley

Victorio Wright

George Young

EXHIBIT "A"
GOLF COURSE LEASE PARCEL
LEGAL DESCRIPTION

APN 157-021-06

VESTING: CITY OF OCEANSIDE

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE EAST HALF OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 5, TOWNSHIP 11 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO OFFICIAL PLAT THEREOF AND THAT PORTION OF PARCEL 4 OF PARCEL MAP NO. 8979 IN THE CITY OF OCEANSIDE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER JULY 30, 1979 AS FILE NO 79-315351, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF SAID PARCEL 4;

THENCE ALONG THE NORTHERLY BOUNDARY OF SAID PARCEL 4
NORTH 89°50'30" WEST 166.61 FEET TO THE TRUE POINT OF BEGINNING;

THENCE LEAVING SAID BOUNDARY NORTH 00°09'30" EAST 82.59 FEET;

THENCE NORTH 89°50'30" WEST 277.01 FEET;

THENCE NORTH 00°23'23" WEST 42.07 FEET;

THENCE SOUTH 46°46'29" WEST 441.61 FEET TO THE BEGINNING OF A TANGENT 140.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°28'49" A DISTANCE OF 118.46 FEET;

THENCE SOUTH 01°42'20" EAST 387.64 FEET TO THE NORTHERLY BOUNDARY OF WHELAN RANCH UNIT NO. 1 ACCORDING TO MAP THEREOF NO. 9384 RECORDED SEPTEMBER 24, 1979 AS FILE NO. 79-399839;

THENCE ALONG SAID NORTHERLY BOUNDARY NORTH 89°37'24" EAST 225.38 FEET TO THE SOUTHWESTERLY PROLONGATION OF THE SOUTHEASTERLY BOUNDARY OF SAID PARCEL 4 AND A POINT ON A NON-TANGENT 842.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, A RADIAL FROM SAID POINT BEARS SOUTH 80°56'52" EAST;

THENCE LEAVING SAID NORTHERLY BOUNDARY, NORTHEASTERLY ALONG SAID PROLONGATION, SAID SOUTHEASTERLY BOUNDARY, AND SAID CURVE THROUGH A CENTRAL ANGLE OF 51°14'37" A DISTANCE OF 753.06 FEET TO A POINT ON A NON-

TANGENT 29.00 FOOT RADIUS CURVE, CONCAVE WESTERLY, A RADIAL FROM SAID CURVE BEARS NORTH 76°48'35" WEST;

THENCE LEAVING SAID SOUTHEASTERLY BOUNDARY, NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°29'25" A DISTANCE OF 15.43 FEET TO THE BEGINNING OF A REVERSE 172.00 FOOT RADIUS CURVE, CONCAVE EASTERLY;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°27'30" A DISTANCE OF 52.41 FEET;

THENCE NORTH 00°09'30" EAST 3.43 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 6.296 ACRES MORE OR LESS.

ATTACHED HERETO AND MADE A PART HEREOF IS A PLAT LABELED EXHIBIT "A-1".

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

Robert R. Wallace
ROBERT R. WALLACE, RLS 5207

7-20-2010
DATE





NOTICE OF EXEMPTION

City of Oceanside, California

Post Date: June 14, 2011
Removal Date:

1. **APPLICANT:** Pro Kids Golf, William Hayer (Tenant/Operator)
2. **ADDRESS:** 825 Douglas Dr. Oceanside, CA.92057
3. **PHONE NUMBER:** (858) 792-2800
4. **LEAD AGENCY:** City of Oceanside
5. **PROJECT MGR.:** Richard Greenbauer, Senior Planner
6. **PROJECT TITLE:** Pro Kids Golf/ Learning Facility
(D10-00008 and CUP10-00025)
7. **DESCRIPTION:** The applicant request approval of a Development Plan and Conditional Use Permit for the development of a new one story 4,327-square foot clubhouse/ learning center, golf practice area, and six hole par-3 golf course for kids ages 7 to 17 on an undeveloped 6.29-acre portion of City owned land immediately adjacent to the Oceanside Municipal Golf Course on the North side of Douglas Dr. within the North Valley Neighborhood. The proposed location is zoned (OS), Open Space, and has a General Plan Land Use designation of (OS), Open Space.

ADMINISTRATIVE DETERMINATION: Planning Department staff has completed a preliminary review of this project in accordance with the City of Oceanside's Environmental Review Guidelines and the California Environmental Quality Act (CEQA), 1970. Based on that review, staff finds that the proposed project constitutes accessory (appurtenant) structures. Therefore, the Environmental Coordinator has determined that further environmental evaluation is not required because:

- "The activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA" (Section 15061(b)(3)); or,
- The project is statutorily exempt, Section _____, <name> (Sections 15260-15277); or,
- The project is categorically exempt, Class 1, "Existing Facilities" (Section 15301; or,
- The project does not constitute a "project" as defined by CEQA (Section 15378).

Date:

Richard Greenbauer, Senior Planner

cc: Project file Counter file Library

Posting: County Clerk \$50.00 Admin. Fee