



DATE: May 28, 2014
TO: Honorable Mayor and City Councilmembers
FROM: Property Management
SUBJECT: **PROPERTY USE AGREEMENT WITH VISTA AMERICAN LITTLE LEAGUE FOR USE OF FRENCH FIELD AND DECLARING A PORTION OF THE PROPERTY AS RIGHT-OF-WAY FOR LEE DRIVE**

SYNOPSIS

Staff recommends that the City Council approve a property use agreement with Vista American Little League for the improvement, maintenance, operation and use of the City-owned property at 1300 Lee Drive, designated as San Diego County Assessor Parcel Nos. 161-501-09 and 10; adopt a resolution declaring a portion of the site as public street right-of-way for Lee Drive; authorize the City Manager to execute the property use agreement; and direct the City Clerk to file a certified copy of the resolution with the County Recorder.

BACKGROUND

The City of Oceanside, subject to a reversionary interest in an undivided one-half interest in favor of the City of Vista, successor in interest to the Vista Sanitation District, owns the real property commonly referred to as French Field, located at 1300 Lee Drive (the "Property" or "French Field"). The Property was formerly a landfill and burn dump operated by the County of San Diego from 1944 to 1967. Over the years, the Property has been used for youth softball and baseball and most recently as the home field for Vista American Little League ("VALL") under the terms of a Joint Use Agreement, dated March 3, 1993, between the cities of Oceanside and Vista (the "Joint Use Agreement").

In January 2005 VALL's use of the Property was suspended due to contaminants present on the site resulting from its former use as a burn dump and to allow Oceanside, Vista, and the County of San Diego to take such measures to remediate and restore the Property to a condition safe for public recreational use.

Through a Design/Build Contract awarded to Brickman Chargers, Inc., on June 23, 2010 (the "Design/Build Contract"), Oceanside, as lead agency, together with Vista and the County of San Diego has completed Phase 1 of the project which remediated the Property and capped the former landfill and burn dump under the provisions of an approved Removal Action Workplan ("RAW") and the supervision and authority of the California Department of Toxic Substance Control ("DTSC") and the County of San Diego Local Enforcement Agency ("SDLEA"). Phase 1 improvements also included the

northerly extension of Lee Drive to provide access to and from Lee's Recycling Center. Work has now progressed to Phase 2 which is restoring baseball fields and constructing related improvements to the Property. The Phase 2 improvements were designed in consort with VALL, as a major stakeholder and the end user of the Property.

The remaining funds made available for the project are insufficient to complete all the improvements in Phase 2 of the project. Therefore, VALL has requested that the two (2) little league fields and one (1) t-ball field be planted and irrigated with the available funds. VALL has volunteered to complete construction and installation of the remaining improvements described in the Design/Build Agreement by and between the City and Brickman Chargers, Inc., all associated Change Orders thereto, and the approved Building Permit and Landscape Plans. The improvements remaining to be completed include, but are not limited to, restrooms and snack bar building, wet and dry utilities, field lighting, and landscaping.

Oceanside, Vista and VALL have negotiated the terms of a proposed property use agreement to assure that VALL doesn't violate the Environmental Restrictions placed on the Property as required by the RAW or the requirements set forth in the Operation and Maintenance Plan/Post Closure Monitoring and Maintenance Plan ("PCMMP") (the "Environmental Documents").

ANALYSIS

Property Use Agreement:

The following is a summary of the main provisions and terms of the proposed property use agreement ("Agreement"):

Relationship of the Parties:

VALL's relationship with Oceanside shall be that of licensee/licensor with Vista being a third party beneficiary by virtue of the terms and conditions of the Joint Use Agreement.

Consideration Provided by VALL:

The completion of Phase 2 improvements, the ongoing maintenance and operation, and use of the Property in strict compliance with the Environmental Documents (the "Duties"), the payment of property taxes and utility service charges, and providing youth recreational programs and services, during the term of the Agreement shall be considered as "rent".

Term of Agreement:

The initial term of the Agreement will be five (5) years following the date the Property is delivered to VALL ("Commencement Date") and will be automatically extended for each 12-

month period thereafter, unless terminated earlier by either party.

Termination:

Involuntary Termination:

The Agreement shall automatically terminate upon the occurrence of any of the following defaults by VALL under the Agreement: (i) failure to perform any of its obligations, including without limitation, the construction and installation of the improvements to the Property not completed prior to the Commencement Date; (ii) VALL's abandonment of the Property while in default of any provision of the Agreement; (iii) VALL's committing of waste on the Property, including but not limited to, disturbing the cap and uncovering the former burn dump or any other violation of the provisions and requirements of the Environmental Documents; or (iv) VALL making any unauthorized improvements to the Property.

Voluntary Termination:

VALL will have the right to terminate the Agreement upon 90 days written notice to the City (with courtesy copy to Vista). In the event VALL terminates the Agreement and ceases to perform the Duties thereupon VALL surrenders its right to use the Property.

The City has the right to terminate the Agreement upon 180 days written notice to VALL (with courtesy copy to Vista), said notice shall be given prior to the beginning of VALL's regular season play. Any decision to terminate the Agreement pursuant to this provision must be approved by the City Council, which decision shall be final and non-appealable.

Indemnity:

VALL will be required to indemnify, defend and hold harmless, Oceanside and Vista, their officers, agents and employees against all claims for damages to persons (including death) or property arising out of the conduct of VALL or its employees, agents, or others in connection with its use and occupation of the

Property under the Agreement, including violation of the Environmental Restriction and matters contained in the Environmental Documents (including the payment of fines and/or penalties associated therewith), except those claims arising from the sole negligence or sole willful misconduct of Oceanside or Vista, their officers, agents, or employees.

Utilities and Special Services:

As of the Commencement Date, VALL will be responsible for ordering, obtaining, and paying for all refuse disposal, water, sewage, gas, electric, telephone and cable services provided to and used at the Property.

Alterations:

VALL agrees that any and all repairs, alterations, additions, or improvements to the Property shall be in full compliance with the terms of the Environmental Documents, all applicable federal, state, and local laws, codes, ordinances and regulations, and in a good workmanlike manner.

Lee Drive:

As stated earlier, Phase 1 improvements included the northerly extension of Lee Drive to provide access to and from Lee's Recycling Center. The extension of the street improvements also provides paved access to the service driveway for the restrooms and snack bar. Since this extension of the street right-of-way is on property currently owned by the City it would be appropriate for the City Council to adopt a resolution declaring and designating the affected strip of land for public street purposes.

FISCAL IMPACT

On December 12, 2008, the City submitted a cost-sharing grant application to the California Integrated Waste Management Board ("CIWMB") to help fund the remediation of the Vista Burn Dump. On February 24, 2009, the CIWMB awarded the grant in the not-to-exceed amount of \$729,900 and a Grant Agreement was entered into with the CIWMB on March 12, 2009, under the 2008/2009 Illegal Dump Site and Land Fill Cleanup Remediation Matching Grants Program. This was the largest grant awarded by the CIWMB, based largely on the fact that the remediated site would be put back into recreational use.

CIWMB grant funds covered only a portion of the estimated cost of \$1,700,203 to remediate and cap the former burn dump site under the Design/Build Contract. The other funds to complete the remediation of the site and the work done by the City for

restoration of the ball fields came from a contribution from Lee's Recycling Center and insurance proceeds resulting from claims tendered by the County, Oceanside, and Vista for cost-recovery to their respective insurance companies.

The consideration (rent) the City will receive from VALL under the proposed agreement is the completion of the improvements to the property, the maintenance and operation of the property, and the provision of recreational programs and services.

INSURANCE REQUIREMENTS

Insurance maintained by VALL during the term of the Agreement shall include general liability, all risk Insurance covering all of the improvements to the Property, trade fixtures, merchandise and personal property in the Property, alterations and additions made by VALL, in an amount not less than 100 percent of their full replacement, providing protection against perils included in the standard state form of all-risk insurance policy. General Liability Insurance coverage shall not be less than \$5,000,000 combined single limit, per occurrence. All insurance companies affording coverage to VALL shall be required to add the City of Oceanside and the City of Vista, their officers, employees, agents and representatives as "additional insured" under the insurance policy(s) required in accordance with the Agreement.

Proof of insurance will be provided prior to the Commencement Date of the Agreement.

COMMISSION OR COMMITTEE REPORT

Does not apply.

CITY ATTORNEY'S ANALYSIS

The referenced documents have been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

Staff recommends that the City Council approve a property use agreement with Vista American Little League for the improvement, maintenance, operation and use of the City-owned property at 1300 Lee Drive, designated as San Diego County Assessor Parcel Nos. 161-501-09 and 10; adopt a resolution declaring a portion of the site as public street right-of-way for Lee Drive; authorize the City Manager to execute the property use agreement; and direct the City Clerk to file a certified copy of the resolution with the County Recorder.

PREPARED BY:



Douglas E. Eddow
Real Property Manager

SUBMITTED BY:



Steven R. Jepsen
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager



James R. Riley, Financial Services Director



Barbara L. Hamilton, Assistant City Attorney



David Toschak, Senior Civil Engineer



Attachments:

- 1) Property Use Agreement
- 2) Resolution

PROPERTY USE AGREEMENT

THIS PROPERTY USE AGREEMENT ("Agreement"), dated April 1, 2014, solely for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a California Charter City ("Oceanside"), and VISTA AMERICAN LITTLE LEAGUE, a California nonprofit corporation ("VALL"). The effective date of this Agreement shall be the date that this Agreement is approved by the Oceanside City Council (the "Effective Date").

RECITALS

WHEREAS, Oceanside, subject to a reversionary interest in an undivided one-half interest in favor of Vista, successor in interest to the Vista Sanitation District, is the legal and equitable owner of that certain real property situated in the City of Oceanside, County of San Diego, State of California, commonly referred to as French Field, located in the 1300 block of Lee Drive, Oceanside, California, as more particularly described in a legal description thereof marked as Attachment "1" and shown on a plat thereof marked as Attachment "2", attached hereto and incorporated herein by reference (hereinafter referred to as the "Property" or "French Field"); and

WHEREAS, the Property was formerly a landfill and burn dump operated by the County of San Diego from 1944 to 1967; and

WHEREAS, over the years, the Property has been used for youth softball and baseball and most recently as the home field for VALL; and

WHEREAS, on March 3, 1993, the City of Vista, California ("Vista"), and Oceanside entered into a Joint Use Agreement (the "Joint Use Agreement") setting forth the terms and conditions for use of French Field by VALL, a copy of which is attached hereto and incorporated herein as Attachment "3"; and

WHEREAS, in January 2005, use of the Property by VALL was suspended due to contaminants present on the site resulting from its former use as a burn dump and to allow Oceanside, Vista and the County of San Diego to take such measures to remediate and restore the Property to a condition safe for public recreational use; and

WHEREAS, Oceanside, as lead agency, together with Vista and the County of San Diego has remediated the Property and capped the former landfill and burn dump in accordance with regulatory agency edicts and permits and is in the process of restoring ball fields and constructing appurtenant works to the Property; and

WHEREAS, VALL is an affiliate of Little League International (a/k/a Little League Baseball, Incorporated), an internationally recognized youth sports organization whose boundaries overlap the territorial limits of Oceanside and Vista, and VALL desires to use French Field on an exclusive use basis as VALL's regular playing fields for Little League tee ball, minor, major, other teams and divisions associated with VALL and for special tournaments; and

WHEREAS, Oceanside is willing to allow priority and exclusive use of French Field to VALL under the terms and conditions set forth in this Agreement, in exchange for VALL's undertaking certain maintenance and improvement obligations as described herein.

NOW THEREFORE, in consideration whereof and other consideration set forth herein, the value and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

AGREEMENT

1. **DESCRIPTION OF PROPERTY AND FACILITIES.** The property with respect to which VALL is to perform facilities maintenance services and responsibilities is that certain real property, commonly known as French Field, as more particularly described in a legal description thereof marked Attachment "1", attached hereto and incorporated herein by reference, together with those improvements and facilities as may be constructed and appurtenant thereto, including but not limited to, concession and restroom buildings, baseball diamonds and fields, dugouts, backstops, fencing, field lighting, scoreboards, bleachers, storage structures, outdoor dining and seating areas, drinking fountains, parking lot, walkways and hardscape, landscaping, including turf, shrubs, bushes, trees, planters, drainage and irrigation, sewer and water laterals, electrical, and natural gas systems, whether such improvement or facilities were constructed and placed upon the Property by Oceanside or VALL. The term "Property", as used herein shall include the land described in said Attachment "1", improvements and facilities appurtenant thereto.

2. **RELATIONSHIP OF THE PARTIES.** VALL's relationship with Oceanside shall be that of licensee/licensor of the Property and shall not be deemed a partnership, joint venture or any other similar entity. VALL shall have no authority, expressed or implied, to act on behalf of Oceanside as an agent, or to bind Oceanside to any obligation whatsoever, unless specifically authorized in writing by Oceanside. VALL shall be solely responsible for the performance of all its employees, agents, contractors and subcontractors, volunteers and other persons working under VALL's direction. In no event shall VALL's use and occupation of the Property ripen into a fee interest.

a. Although Vista is not a party to this Agreement, VALL recognizes that Vista has certain rights and interests in the Property under the terms and conditions of the Joint Use Agreement, and VALL agrees and acknowledges that Vista is a third party beneficiary to this Agreement.

3. **USE OF PROPERTY.** VALL's use of the Property under this Agreement shall be solely for purposes of Little League baseball and appurtenant activities and for no other purpose whatsoever. For the purpose of this Agreement, "appurtenant activities" shall be defined to include the following activities so long as they are conducted in compliance with the terms and conditions of this Agreement, all applicable laws, rules and regulations: Little League baseball and tee ball games, tournaments and practices; concessionaire activities at Little League baseball games or tournaments; and construction of improvements and field maintenance activities. VALL's use of the Property shall be in strict compliance with the provisions and requirements of the Environmental Documents (as said term is defined in Subsection 7.10b, hereinbelow). Any failure to so comply with the Environmental Documents shall be deemed a default of the conditions, covenants, provisions and terms of this Agreement. Regardless of the Effective Date hereof, VALL shall not enter upon the Property for any of the activities and uses stated herein until such time that Oceanside provides VALL with written permission to enter the property to conduct the activities allowed under this Agreement.

4. CONSIDERATION.

4.01 CONSIDERATION PROVIDED BY VALL. In exchange for the exclusive use of the Property as provided herein, VALL does hereby agree to (i) complete construction and installation of certain improvements described in that certain Design/Build Agreement for French Field Remediation and Restoration by and between Oceanside and Brickman Chargers, Inc., all associated Change Orders thereto, Building Permit No. BLDG 13-0662 Miscellaneous Building Structure dated September 4, 2013 and City of Oceanside Landscape Improvement Plans, Drawing No. CIP-00061; (ii) perform year-round and ongoing maintenance, upkeep and repair of the Property; and (iii) administer and supervise personnel necessary to carry out the duties required of VALL under this Agreement, all as more particularly described in Attachment "4", attached hereto and incorporated herein by reference (the "Duties"). VALL shall furnish all supplies, tools and equipment necessary to properly carry out the Duties under this Agreement. VALL acknowledges and agrees that the performance of the Duties for the improvement, maintenance and upkeep of the Property, in an attractive, good, neat, and orderly condition, and in strict accordance with the provisions and requirements of the Environmental Documents, by VALL during the term of this Agreement is a material consideration of Oceanside entering into, and Vista consenting to, this Agreement. Oceanside agrees that the establishment, operation and maintenance of recreational programs, services and activities provided by VALL to the public on a public non-discrimination basis (except for reasonable admission fees and service charges that are usual and customary for similar recreational activities) at the Property and the improvement, maintenance and upkeep of the Property by VALL are valuable consideration received from VALL.

a. The Duties performed by VALL at French Field under this Agreement are done so on a purely voluntary basis and in consideration of Oceanside allowing VALL the use of the Property according to the terms and conditions of this Agreement. Neither VALL nor its employees, agents, contractors, subcontractors, volunteers or other persons working under VALL's direction, shall be entitled to receive from Oceanside any salary, hourly wage, overtime pay, paid vacation, accrual of vacation leave, sick time accrual or any other benefit or compensation by reason or on account of VALL's performance of the Duties under this Agreement.

b. On or before the Commencement Date (as defined in Subsection 5.01b), Oceanside shall deliver to VALL a copy of the contract with Brickman Chargers, Inc. and all Change Orders related thereto (the "Contract"), listing all improvements constructed and existing on the Property as of the Commencement Date which Contract shall be attached to and become a part of this Agreement and labeled "Attachment 1".

4.02 COMPENSATION TO OCEANSIDE (RENT). Oceanside and VALL mutually agree that the performance of Duties and the provision of youth recreation programs, services and activities shall constitute all the property use payment to be paid by VALL for its use of French Field in accordance with the terms, covenants, conditions and provisions of this Agreement (including the Environmental Documents), and that VALL shall not be required to pay any monetary consideration, except costs related to maintenance (Section 4.01); costs related to utilities (Section 7.04); and taxes (Section 7.05) to Oceanside for its use and occupancy of the Property. For convenience only, the compensation and consideration as set forth in this Section 4 may be referred to as rent.

4.03 BONDS AND SECURITY DEPOSIT.

a. **BONDS.** If required by Oceanside, VALL shall post all bonds or other security instruments at the value established by the City Engineer and in the form acceptable to the City Attorney to assure the timely and proper completion of the improvements to be made by VALL to the Property.

b. **SECURITY DEPOSIT.** Prior to using the Property for Little League games and practices VALL shall furnish Oceanside with a deposit of **Five Hundred Dollars (\$500.00)** as a refundable security deposit to insure against damage to the Property ("Security Deposit"). Oceanside may use the Security Deposit or any portion thereof, from time-to-time, to make any repairs necessary to the Property caused by the acts or omission of VALL. If the cost to repair said damage exceeds \$500 then VALL shall pay said difference within 30 days of receipt of an itemized invoice of the work performed by or caused to be performed by Oceanside. VALL shall deposit additional sums as necessary to maintain the balance of the Security Deposit at \$500 or other amount deemed appropriate or necessary by Oceanside.

5. TERM

5.01 TERM.

a. This Agreement shall be effective as of the Effective Date hereof and expire as provided in subsection b, below.

b. As long as VALL is not in default under this Agreement, VALL shall be entitled to use of the Property for five (5) consecutive years commencing on the date that the Property is delivered to VALL as provided for in Subsection 4.01b, hereinabove ("Commencement Date"). At the end of the fifth (5th) anniversary of the Commencement Date ("Initial Termination Date") and each year thereafter, the term of this Agreement shall be automatically extended twelve additional months ("Extended Termination Date") unless terminated earlier as provided in Section 5.02 hereof or elsewhere in this Agreement.

c. If Oceanside for any reason cannot deliver possession of the Property to VALL at the Commencement Date, or if during the term of the Agreement VALL is dispossessed for any reason whatsoever, neither Oceanside nor Vista shall be liable to VALL for any loss or damage resulting therefrom.

5.02 TERMINATION. Upon termination for any cause, City may immediately enter and take possession of the Property.

a. **INVOLUNTARY TERMINATION.** This Agreement shall automatically terminate upon the occurrence of any of the following defaults by VALL under this Agreement:

(i) VALL's failure to perform any obligation under this Agreement, including without limitation, the construction and installation of the improvements to the Property not completed prior to the Commencement Date. Failure shall be deemed complete under this provision if: (a) VALL fails to respond in writing within fifteen (15) days following notice of default from Oceanside regarding the obligation in question; or, (b) if after VALL responds to the notice of default and after VALL, Oceanside and Vista have met and conferred to discuss the notice of default, VALL fails to complete the mutually agreed upon corrective action within the mutually agreed upon timeframe;

(ii) VALL's abandonment of the Property while in default of any provision of this Agreement;

(iii) VALL's committing of waste on the Property, including but not limited to, disturbing the cap and uncovering the former burn dump or any other violation of the provisions and requirements of the Environmental Documents; or

(iv) VALL making any unauthorized improvements to the Property.

b. VOLUNTARY TERMINATION.

(i) **TERMINATION BY VALL.** VALL has the right to terminate this Agreement upon 90 days written notice to Oceanside (with courtesy copy to Vista). VALL understands and acknowledges that in the event VALL terminates this Agreement and ceases to perform the Duties thereupon VALL surrenders its right to use the Property.

(ii) **TERMINATION BY OCEANSIDE.** Oceanside has the right to terminate this Agreement upon 180 days written notice to VALL (with courtesy copy to Vista), said notice shall be given prior to the beginning of VALL's regular season play. Any decision to terminate the Agreement pursuant to this Subsection 5.02.b.(ii) must be approved by the Oceanside City Council, which decision shall be final and nonappealable.

c. DISPOSITION OF PERSONAL PROPERTY. In the event this Agreement is terminated pursuant to Section 5.02.b, VALL shall have the sole discretion at its own expense to remove those items of personal property, whether permanently affixed or not, paid for by VALL. Such personal property shall be limited to equipment, tools, appliances, scoreboard, and concession stand equipment. Any damage caused by removal of personal property shall be repaired at VALL's expense.

5.03 SURRENDER OF PROPERTY. At the expiration or early termination of this Agreement, VALL shall surrender the Property to Oceanside. When the Property is surrendered by VALL, the concession stand, restrooms, and equipment storage areas shall be cleaned and swept, left in a safe, secured, decent and sanitary condition and shall be turned over to Oceanside in good condition.

5.04 TIME IS OF ESSENCE. Time is of the essence of all of the terms, covenants, conditions and provisions of this Agreement.

6. INDEMNITY AND INSURANCE

6.01 INDEMNITY VALL shall indemnify, defend and hold harmless, Oceanside and Vista, their officers, agents and employees against all claims for damages to persons (including death) or property arising out of the conduct of VALL or its employees, agents, or others in connection with its use and occupation of the Property under this Agreement, including violation of the Environmental Restriction and matters contained in the Environmental Documents, as these terms are defined in Subsection 7.10.b, hereinbelow (including the payment of fines and/or penalties associated therewith), except those claims arising from the sole negligence or sole willful misconduct of Oceanside or Vista, their officers, agents, or employees. VALL's indemnification shall include any and all costs, expenses, attorneys' fees and liability incurred by Oceanside or Vista, their officers, agents, or employees in defending against such claims,

whether the same proceed to judgment or not. Further VALL, at its own expense shall, upon written request by Oceanside or Vista, defend any such suit or action brought against Oceanside, Vista or both, and their officers, agents or employees, by counsel chosen by Oceanside, Vista or both.

6.02 INSURANCE. VALL shall, throughout the term of this Agreement be responsible for insurance covering all personal property and activities of VALL, and its invitees, in connection with its occupation and use of the Property under this Agreement. Insurance maintained by VALL shall include general liability, all risk Insurance covering all of the Improvements to the Property, trade fixtures, merchandise and personal property in the Property, alterations and additions made by VALL, in an amount not less than 100% of their full replacement, providing protection against perils included in the standard state form of all-risk insurance policy. General Liability Insurance coverage shall not be less than \$5,000,000.00 combined single limit, per occurrence. All insurance companies affording coverage to VALL shall be required to add the City of Oceanside and the City of Vista, their officers, employees, agents and representatives as "additional insured" under the insurance policy(s) required in accordance with this Agreement. Insurance coverage provided to Oceanside and Vista as additional insured shall be primary and other insurance maintained by Oceanside or Vista, their officers, employees, agents, and representatives shall be excess only and not contributing with insurance provided pursuant to this Section 6.02. VALL shall provide Oceanside and Vista with copies of current insurance policies or certificates of insurance with proper endorsements showing Oceanside and Vista as additional insured, in a form satisfactory to the Oceanside City Attorney, concurrently with the submittal of this Agreement. All insurance companies affording coverage to VALL shall be insurance organizations acceptable to Oceanside, and authorized by the Insurance Commissioner of the State Department of Insurance to transact business of insurance in the State of California. All insurance companies affording coverage shall provide 30 days written notice to Oceanside should the policy be cancelled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.

6.03 ACCIDENT REPORTS. VALL shall promptly (within 24 hours of occurrence) report to Oceanside and Vista any accident causing any 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 circumstances, the date and hour of the accident, the names and addresses of any witnesses and other pertinent information.

7. TERMS AND CONDITIONS OF OCCUPANCY

7.01 FORM OF AGREEMENT. This Agreement is a license to use and occupy real property; it is not a lease or rental agreement and shall not be construed as such. Except to the extent otherwise required by law, the provisions of the California Civil Code relating to the lease of real property shall not apply to this Agreement.

7.02 ACCEPTANCE OF THE PROPERTY. VALL represents and warrants that it has independently inspected the Property and is relying on the previous environmental tests submitted to and confirmed by the California Department of Toxic Substances Control previously to satisfy itself that the condition of the Property is safe for athletic activities. VALL acknowledges it is relying solely on such independent inspection, tests, investigations, and observations in making this Agreement. VALL further acknowledges that the Property is in the condition called for by this Agreement and that VALL does not hold Oceanside or Vista responsible for any defects in the Property based on the prior environmental tests. Prior to

turning the Property over to VALL for the purpose of performing its Duties, Oceanside, Vista and VALL shall perform an initial walk-through to document the condition of the Property.

7.03 RIGHT TO OCCUPY. VALL's right to occupy and use French Field and the Property, and specifically the use and occupation of the concession stand and equipment storage area, may be terminated by Oceanside at any time if VALL fails to satisfactorily perform its Duties and allow French Field and the Property to fall into a state of disrepair. Oceanside reserves the right to terminate this Agreement as may be provided elsewhere herein.

7.04 UTILITIES AND SPECIAL SERVICES. VALL agrees to order, obtain, and pay for all refuse disposal, water, sewage, gas, electric, telephone and cable services provided to and used at the Property. As of the Commencement Date of this Agreement, VALL shall transfer all service contracts and meters for utilities and services at the Property to the name of VALL.

7.05 TAXES. VALL shall pay, before delinquency, all taxes, assessments, and fees assessed or levied upon VALL or the Property, including, any buildings, structures, machines, equipment, appliances, or other improvements or property of any nature whatsoever erected, installed, or maintained on the Property or levied by reason of VALL's business or other activities related to the Property, including any licenses or permits. VALL recognizes and agrees that this Agreement may create a possessory interest subject to property taxation, and that VALL may be subject to the payment of taxes levied on such interest, and that VALL shall pay all such possessory interest taxes prior to delinquency.

7.06 PERFORMANCE OF DUTIES. In entering this Agreement, VALL warrants to Oceanside and Vista that it has the capability, financial and otherwise, to properly carry out the Duties set forth herein. VALL shall maintain an adequate level of staff and volunteers to effectively carry out and perform the Duties in every particular. VALL shall provide adequate and competent adult supervision at all times when minor children are using the Property.

a. All work performed by VALL upon or about the Property shall be in compliance with all applicable federal, state, and local laws, codes, ordinances, rules and regulations. The use of chemicals for the control of weeds and pests shall be discouraged and held to a minimum and applied and stored in strict compliance with manufacturers' directions and recommendations for use, and all containers shall be properly labeled for the identification of the contents.

b. All machinery and equipment used in carrying out the Duties shall be in good working order and operated in a safe manner to avoid injury to the operator and persons in close proximity. Proper eye and ear protection and other necessary protective clothing shall be worn while operating machinery and equipment.

7.07 FOOD SERVICES. VALL may use the concession stand for the purpose of fundraising through the sale of food, non-alcoholic beverages and league items, such as pins, shirts, hats and other souvenir items. Edible items shall be in the form of commercially packaged foods only, and no preparation of food shall take place on the Property without a proper food facility permit obtained from the County of San Diego, Department of Environmental Health or other applicable authority. If food is prepared at the concession stand, or if any food types served require a health department permit, VALL shall maintain an "A" rating health inspection certificate. VALL shall be solely responsible for the maintenance and servicing of the exhaust hood, air exchange, filter and fire suppression systems, if any, related to the cooking

area. The concession stand and all appliances, equipment, fixtures, and furniture shall be maintained in good working order and in a safe, clean, decent and sanitary condition to protect the public health and safety and so as not to attract rodents and/or pests. All electrical and gas appliances used in the concession stand shall be clean and in proper working order and turned off and/or unplugged when not in use to avoid electrical shorts and fire. A properly rated and serviced fire extinguisher shall be maintained in the concession stand.

7.08 SUPERVISION OF PERFORMANCE OF DUTIES. Oceanside reserves the right to enter upon the Property at any time to perform inspections, tests and other activities to insure the Property is being reasonably and adequately maintained. Throughout the term of this Agreement, VALL shall answer directly to Oceanside's Park Maintenance Supervisor (or such other representative as Oceanside may designate in writing) regarding the performance of the Duties.

7.09 VALL'S PROPERTY AND EQUIPMENT. Storage of VALL's property and equipment shall be limited to the concession stand and equipment storage area. Outdoor storage shall not be permitted. VALL's personal property shall include league items only such as sports gear and equipment, banners, concession stand equipment and supplies, maintenance equipment and tools. All items must be clean and sanitary so as not to attract rodents and/or pests. No perishables shall be stored over the non-season period. Properly rated and serviced fire extinguishers shall be maintained in the concession stand and equipment storage area. All maintenance equipment and tools used by VALL shall be clean and in good working order. Gasoline and other flammable liquids and items shall only be stored in proper containers and shall be properly labeled for the identification of the contents. Appropriate hazardous chemical/material placards shall be posted on the outside of the equipment storage area or as directed by the Oceanside Fire Department, if the equipment storage area is used for the storage of such items.

7.10 ALTERATIONS / ADDITIONS / IMPROVEMENTS.

a. VALL shall not dig any holes or trenches in the Property, nor make any structural changes, alterations, additions or improvements to the Property without the express prior written approval of Oceanside. All structural changes, alterations, additions or improvements to the Property shall be in accordance with plans and specifications approved by Oceanside, made in a good workmanlike manner and in accordance with the provisions and requirements of the Environmental Documents, all applicable federal, state, and local laws, codes, ordinances and regulations.

b. VALL understands and acknowledges that the Property is subject to a Covenant to Restrict Use of Property (Environmental Restriction) between the City of Oceanside and the California Department of Toxic Substances Control, an Operation and Maintenance Agreement between the City of Oceanside and the California Department of Toxic Substances Control (which incorporates an Operation and Maintenance Plan/Post Closure Monitoring and Maintenance Plan). Said documents are hereinafter collectively referred to as the "Environmental Documents", copies of which are attached hereto as Attachments 5 and 6, respectively, made a part hereof and incorporated herein by reference. VALL agrees that any and all repairs, alterations, additions, or improvements to the Property shall be in full compliance with the terms of the Environmental Documents. VALL further agrees that it has read all of the terms and conditions of the Environmental Documents and covenants that it shall comply with all the terms, conditions and provisions of the Environmental Documents in its performance of

construction and installation of the improvements to be made to the Property by VALL and the maintenance Duties hereunder.

c. In the event Oceanside finds that VALL has failed or refuses to complete the improvements to the Property as required under this Agreement, Oceanside shall have the right, upon written notice to VALL, to have any unfinished improvements completed at the expense of VALL and may use the proceeds of any and all bonds or other security instruments posted with the City Engineer to fund the completion of said improvements. Notwithstanding the foregoing, in the event Oceanside waived the posting of security for the completion of the improvements at the Property to be made by VALL, Oceanside shall provide VALL a detailed invoice describing the costs of the improvement made or caused to be made by Oceanside to the Property pursuant to this Subsection 7.10.c, and VALL shall promptly pay all such costs incurred by Oceanside in having such improvements done.

7.11 MAINTENANCE. For the purpose of keeping the Property in good, safe, healthy and sanitary condition, Oceanside shall always have the right, but not the duty, to enter, view, inspect, determine the condition of, and protect its interests in, the Property and ascertain whether or not the Property is being used and maintained in compliance with the provisions and requirements of the Environmental Documents. In the event that Oceanside finds that the Property is not in a decent, safe, healthy, and sanitary condition because of VALL's failure to perform the tasks and Duties detailed in Attachment "4", Oceanside shall direct VALL to perform the necessary maintenance or repair work within **10 days** after written notice from Oceanside. In the event VALL fails to perform such work, Oceanside shall have the right, upon written notice to VALL, to have any necessary maintenance work done at the sole expense of VALL, and VALL shall promptly pay any and all costs incurred by Oceanside in having such necessary maintenance work done, in order to keep said Property in a decent, safe, healthy, and sanitary condition. In the event the \$500 security deposit is insufficient to pay for the cost of repairs, VALL shall pay any amount in excess of \$500 within 10 days of receiving written notice from Oceanside and VALL shall replenish the security deposit as required under Subsection 4.03.b, hereinabove. Oceanside 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. The rights reserved in this Section 7.11 shall not create any obligations or increase obligations for Oceanside or Vista elsewhere in this Agreement.

7.12. INSPECTION OF RECORDS.

a. VALL agrees to make any and all records and accounts of improvements, alterations, maintenance and repairs available to Oceanside and Vista for inspection at all reasonable times, so that they can determine VALL's compliance with this Agreement. These records and accounts shall be complete and accurate as to VALL's use and maintenance of the Property and any improvements thereto. VALL's failure to keep and maintain such records and make them available for inspection by Oceanside and Vista shall be deemed a default of this Agreement.

b. VALL agrees to maintain records of all improvements, alterations, maintenance and repairs for the Property for three (3) years.

7.13. DISPUTE RESOLUTION.

a. If any legal action or other proceeding, including arbitration or an action for declaratory relief, is brought to enforce this Agreement or because of a dispute, breach, default,

or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees and other costs in addition to any other relief. Venue for enforcement of this Agreement shall be in the Superior Court of San Diego County. The parties agree that before either party commences any legal or equitable action, action for declaratory relief, suit, proceeding, or arbitration that the parties shall first submit 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 JAMS in San Diego County. The cost of mediation shall be shared equally by the parties.

b. No suit shall be brought on this Agreement unless all statutory claims filing requirements have been met. In the event a suit is commenced by Oceanside against VALL to enforce amounts due, or to enforce any of the terms and conditions hereof, or in case Oceanside shall commence summary action under the laws of the State of California relating to unlawful detention of property, for forfeit of this Agreement, and the possession of the Property, provided Oceanside effects a recovery, VALL shall pay Oceanside all reasonable costs expended in any action, together with a reasonable attorney's fee to be fixed by the court.

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

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

To Vista: City of Vista
200 Civic Center Drive
Vista, CA 92084
Attn: Director Parks and Community Services

To VALL: Vista American Little League
Attn: President
P.O. Box 1513
Vista, CA 92085

a. Any party may change its address by notice to the other parties as provided herein. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent.

b. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by overnight mail (Federal Express or the like) or sent by certified mail, postage prepaid, return receipt requested, telegraphed, delivered or sent by telex, telecopy or cable and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed, four (4) business days after the date of posting by the United States post office with postage prepaid, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex or telecopy, when sent. Any notice, request, demand,

direction or other communication sent by cable, telex or telecopy must be confirmed within forty-eight (48) hours by letter mailed or delivered in accordance with the foregoing.

8. **QUIET ENJOYMENT.** VALL, performing the covenants and agreements herein, shall at all times during the term hereof peaceably and quietly have, hold and enjoy the Property. VALL shall not use the Property in any manner which disrupts the quiet enjoyment of surrounding owners' or occupants' use of their property.

9. **ENTIRE AGREEMENT.** This Agreement, and all attachments and exhibits hereto constitute the entire agreement of the parties. There are no oral or written agreements which are not expressly set forth in the Agreement or the related documents being executed in connection with this Agreement. This Agreement supplements but does not supersede the Joint Use Agreement between Oceanside and Vista. During the term of this Agreement, to the extent there are any inconsistencies between the Joint Use Agreement and this Agreement, the terms of this Agreement shall control. Upon termination of this Agreement, the Joint Use Agreement shall become the controlling document concerning the use and maintenance of the Property.

10. **INTERPRETATION OF THE AGREEMENT / COMPLIANCE WITH LAWS.** The interpretation, validity and enforcement of this Agreement shall be governed by and construed under the laws of the State of California. This Agreement does not limit any rights or remedies available to Oceanside or Vista.

a. VALL shall be responsible for complying with all Local, State and Federal laws, code, regulations or ordinances (including without limitation the provisions and requirements of the Environmental Documents) whether or not said laws are expressly stated or referred to herein.

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

11. **AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.

12. **PUBLIC BENEFIT.** This Agreement is for the benefit of the public and is in furtherance of the public purposes of Oceanside and Vista. The provision of the organized recreational activities, programs, and services to the youth of Oceanside and Vista, and the fulfillment generally of this Agreement, are in the vital and best interests of Oceanside and Vista and the health, safety, morals and welfare of their residents, and in accord with the public purpose of Oceanside and Vista.

13. **SECTION HEADINGS.** The section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision thereof.

14. **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 includes corporation, partnership, or other legal entity when the context so requires. The singular number includes the plural whenever the context so requires.

15. NONDISCRIMINATION. VALL covenants by and for itself and any successors that there shall be no discrimination against or segregation of any person or group of persons on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation in VALL's use of the Property.

17. ENFORCED DELAY; EXTENSIONS OF TIMES OF PERFORMANCE. In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended, where delays or defaults are due to: war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of Nature; acts of public enemy; epidemics; quarantine restrictions; freight embargos; lack of transportation; governmental restrictions or priority; litigation; unusually severe weather; inability to secure necessary financing, labor, material or tools; delays of a contractor, subcontractor or supplier; acts or omissions of the other party; acts or failures to act of any other public or governmental commission, board, agency or entity (other than the acts or failures to act of Oceanside which shall not excuse performance by such party); or any other cause(s) beyond the control or without the fault of the party claiming an extension of time to perform. Notwithstanding anything to the contrary in this Agreement, an extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within **thirty (30) days** of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by the mutual agreement of Oceanside and VALL.

18. NONLIABILITY OF OFFICIALS.

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

b. No member, official or employee of VALL shall be personally liable to Oceanside or Vista, or any successor in interest, in the event of any default or breach by VALL, for any amount which may become due to Oceanside and/or Vista or their successors, or for any obligations under the terms of this Agreement.

19. CONTINUED OCCUPANCY. VALL covenants and agrees to, and it is the intent of this Agreement that VALL shall, continuously and uninterrupted during the term of the Agreement, occupy and use the Property for the purposes hereinabove specified, except while the Property is untenable by reason of fire, flood, or other unavoidable casualty, and, in that event, Oceanside shall be promptly notified by VALL.

20. EXECUTION OF AGREEMENT. This Agreement is executed in three (3) triplicate copies, each of which is deemed to be an original. This Agreement includes pages 1 through 14, and Attachment 1 through Attachment 6, which constitutes the entire understanding and agreement of the parties.

21. COUNTERPART. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

22. ADVICE OF LEGAL COUNSEL. The parties have had the opportunity to seek the advice of independent legal counsel prior to executing this Agreement. The parties acknowledge that no party, agent or attorney of any party has made a promise, representation or warranty whatsoever, express or implied, not contained herein concerning the subject matter of this Agreement to induce the other party to execute this Agreement. Each party acknowledges that it has not executed this Agreement in reliance upon any promise, representation or warranty not contained herein.

23. DRAFTING AMBIGUITIES. Each party to this Agreement and its counsel has reviewed and revised this Agreement. The rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or of any amendments, attachments or exhibits to this Agreement.

24. SIGNATURES. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the City of Oceanside, City of Vista, and VALL.

***REMAINDER OF PAGE LEFT BLANK INTENTIONALLY
[Signatures on Following Page]***

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrator, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Property Use Agreement to be executed by setting hereunto their signatures written hereinbelow.

CITY OF OCEANSIDE,
a California Charter City

VISTA AMERICAN LITTLE LEAGUE, INC., a California nonprofit corporation

By: _____
City Manager

By: Jack [Signature]
Its: President

Dated: 4/2/14

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

By: Hollie [Signature]
Its: Board Member

Dated: 4-2-14

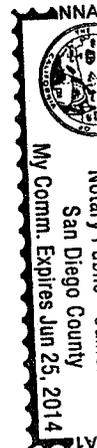
By: Robert Hamilton, ASST.
City Attorney

Being a party to the Joint Use Agreement, the undersigned hereby consents to the making of this Agreement by and between Oceanside and VALL:

CITY OF VISTA,
a chartered municipal corporation

By: Patrick Johnson
Its: City Manager

SIGNATORIES FOR VISTA AMERICAN LITTLE LEAGUE MUST BE NOTARIZED
[Notary Public Use California All Purpose Acknowledgement Form]



CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California)
County of San Diego)SS.

On APRIL 2, 2014 before me, BRIAN A. GEMMELL, NOTARY PUBLIC
Date Name and Title of Officer (e.g. "Jahe Doe, Notary Public")

personally appeared HOLIE AGUIEIRA AND JACOB GRIFFITHS
Name(s) of Signer(s)

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]
Signature of Notary Public



OPTIONAL

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

Description of Attached Document

Title or Type of Document: PROPERTY USE AGREEMENT

Document Date: APRIL 1, 2014 Number of Pages: 14 + 3

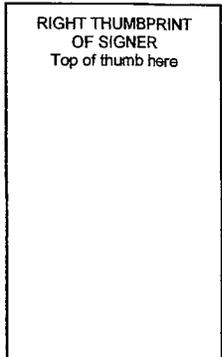
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

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

Signer Is Representing: _____



1000000

ATTACHMENT 1

LEGAL DESCRIPTION

That certain real property situated in the City of Oceanside, County of San Diego, State of California, being all that portion of the Northeast Quarter of the Southeast Quarter of Section 14, Township 11 South, Range 4 West, San Bernardino Meridian, described as follows:

Beginning at a point in the East line of said Section 14, from which the Section Corner common to Sections 13, 14, 23 and 24 bears South 0°06' East 1,724.43 feet; thence, West 1,034.48 feet to a point in the Southeasterly right-of-way of the Escondido Branch of the Atchison Topeka & Santa Fe Railway; thence, following said right-of-way the following courses and distances: North 49°46' East 725.00 feet; thence, along the tangent curve concave to the Southeast, radius 1,096.28 feet; central angle equals 25°32' a distance of 448.55 feet; thence, North 75°18' East 37.06 feet to a point on the East line of said Section 14 from which the Section Corner common to Sections 13, 14, 23 and 24 bears South 0°06' East 2,461.03 feet; thence, leaving said right-of-way line South 0°06' East along the East line of said Section 14, 718.60 feet to the Point of Beginning.

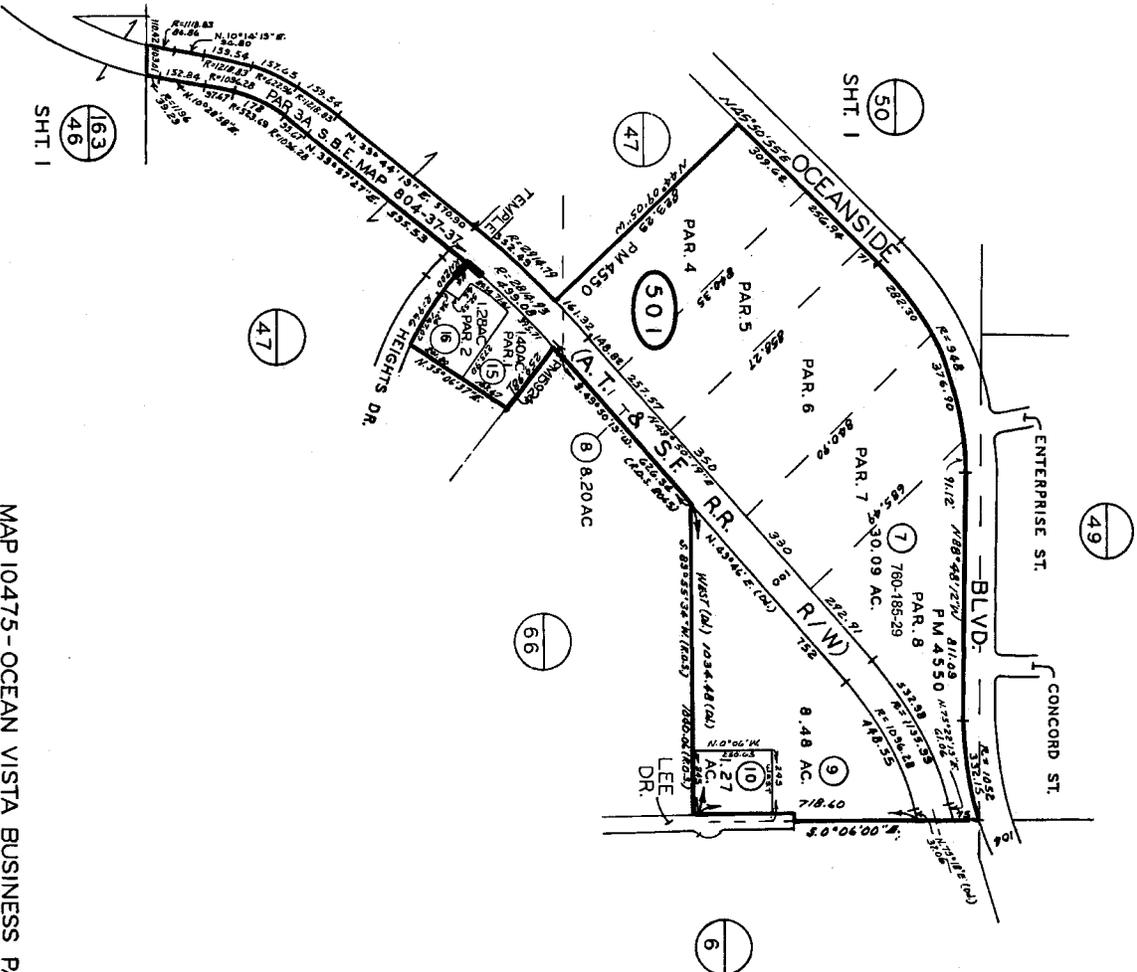
Assessor Parcel Numbers: 161-501-09 and 161-501-10

ATTACHMENT 2 ASSESSOR'S PARCEL MAP

SAN DIEGO COUNTY
ASSESSOR'S MAP
BOOK 161, PAGE 50, SHT 2 OF 2

3-3-08

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

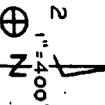


MAP 10475-OCEAN VISTA BUSINESS PARK UNIT NO 2
SEC 14-T11S-R4W-POR, SE 1/4
ROS 8065,

CHANGES	
BLK OLD	NEW/VCUT
501	1-12 122 10002
8-12	30-018 02 5023
5	01-47 03 10087
11	13-14 03 120
2	06-54 06 144
12 1/2	04-02 00 10857
12 1/2	06-66 90 18
14	13-110 90 1082

2/4/2003 ESW

161-50
SHT. 2 OF 2
1"=400'



ATTACHMENT 3

JOINT USE AGREEMENT FOR VACANT LAND BETWEEN THE CITY OF OCEANSIDE AND THE CITY OF VISTA

THIS AGREEMENT is entered into this 3rd day of March, 1993, between the CITY OF OCEANSIDE ("OCEANSIDE") and the CITY OF VISTA ("VISTA").

WHEREAS, OCEANSIDE and VISTA are municipal corporations of the State of California; and

WHEREAS, said governing bodies are authorized to enter into agreements with each other, pursuant to Government Code section 6500, et seq., to promote the health and general welfare of the community and contribute to the attainment of the general recreational objectives for children within the community; and

WHEREAS, the joint usage of facilities provides better utilization of vacant land for recreational purposes; and

WHEREAS, the children of OCEANSIDE and VISTA who participate in organized youth sports under the auspices of the Vista American Little League ("USER") have lost the use of their baseball field due to private development of that facility; and

WHEREAS, there exists vacant land in the City of Oceanside to which the City of Vista has a reversionary interest in the title, such land identified as Parcels 9 and 10 on San Diego County Assessor's map, Book 161, page 50, sheet 2 of 2 (a copy of which is attached hereto as Exhibit "A") (herein referred to as the "PROPERTY"); and

WHEREAS, the PROPERTY has in the past been used for youth sports baseball and is suited for that purpose; it is not presently being used for any purpose; and it would be put to good use for the further development of good citizens through organized youth sports activities; and

WHEREAS, it is the desire of OCEANSIDE and VISTA that such use by the taxpayers be without financial profit to either OCEANSIDE or VISTA, and that such use be consistent with the efficient administration of the affairs of OCEANSIDE or VISTA;

NOW THEREFORE, OCEANSIDE and VISTA agree to cooperate with each other as follows:

1. **Term of Agreement.** The term of this AGREEMENT shall be for a period of five (5) years, and then shall be automatically renewed on a year-to-year basis unless sooner terminated by either party as provided under section 19 herein.

2. Cooperation. OCEANSIDE and VISTA hereby agree to cooperate by making available all information, documents, and staff necessary to implement the terms of this AGREEMENT.

3. Priority of Use. OCEANSIDE hereby grants VISTA priority in the use and occupancy of the PROPERTY for the purposes and on the terms and conditions stated in this AGREEMENT.

4. Compliance With Law. The use of the PROPERTY shall be in accordance with the laws of the State of California, City of Oceanside and the City of Vista. Pursuant to this AGREEMENT, VISTA shall be responsible for and have the authority for enforcing compliance with all laws.

5. Installation of Equipment, Facilities, or Improvements. OCEANSIDE and VISTA agree that USER may install sprinkler systems, turf, lighting, fencing and equipment necessary for youth baseball. VISTA will be responsible for and have the authority to require user's compliance with State and Local laws and ordinances and to approve such uses.

5.1. Cost of Improvements. Any installation of equipment or construction on the PROPERTY for community recreational purposes shall be at USER'S cost or proportionally shared by USER and VISTA if mutually agreed. The cost of maintaining such improvements and facilities shall be borne proportionately by the USER and VISTA as determined by the relative use of the facilities. OCEANSIDE shall have no obligation for any cost.

5.2. Use, Maintenance and Payment AGREEMENT. VISTA shall bear all cost to maintain the PROPERTY. VISTA may share the cost proportionately with USER as agreed; however, OCEANSIDE shall have no obligation to maintain the PROPERTY.

6. Removal of Personal Property and Improvements. VISTA shall insure that all USER-owned personal property, as well as other improvements erected in or upon the PROPERTY (even though they may be attached to the realty), be removed by USER upon termination of this AGREEMENT. Any such removal of property shall be effected before the expiration of the term of this AGREEMENT and all damage caused to the PROPERTY by removal shall be repaired by VISTA.

7. Supervision. VISTA shall insure that USER will provide an adequate number of competent personnel to supervise all activities on the PROPERTY. In no event shall OCEANSIDE be responsible or liable for USER'S failure to provide adequate or competent supervision of activities.

8. Enforcement. VISTA shall be responsible for providing adequate supervision and for enforcing all rules, regulations, and ordinances governing the use of the PROPERTY.

9. Maintenance of Property. VISTA agrees to exercise care in the use of and to repair any damage to the PROPERTY, except for damage arising from ordinary wear and tear. VISTA shall promptly report to OCEANSIDE any defects discovered on the PROPERTY or the facilities contained thereon.

9.1. Cleanliness. VISTA shall, during the time of its use keep the PROPERTY in neat order; shall promptly remove all trash, refuse, garbage and debris of any kind from the PROPERTY during the term of this AGREEMENT; shall provide a sufficient number of receptacles in the area for trash disposal; and shall post signs designed to prohibit littering.

9.2. Right to Inspect. OCEANSIDE or its representatives shall have the right to enter the PROPERTY for the purpose of examining, inspecting and determining whether VISTA has complied with obligations enumerated in this AGREEMENT, including care and maintenance, as well as repair or improvement of the PROPERTY when necessary.

10. Payment for Use of Facilities. There will be no charges for use of the PROPERTY imposed on VISTA by OCEANSIDE.

11. Assignment. VISTA shall not sell, assign, or sublease its rights under this AGREEMENT without the prior written consent of OCEANSIDE. Consent to an assignment in one instance shall not be a waiver of the right to withhold consent to a subsequent request.

12. Default. Failure of any party to comply with any term or condition or fulfillment of any obligation of this AGREEMENT within thirty (30) days after written notice from the other party shall constitute a default. Such written notice shall specify the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the thirty (30) day period, the defaulting party shall be deemed to have cured the default if it commences correction of the default or failure within the thirty (30) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as reasonably practicable.

12.1. Minor Defaults. Defaults caused by failure to clean, repair, maintain and secure are deemed minor and will be referred for immediate resolution to VISTA.

13. Indemnification. Pursuant to Section 895.4 of the Government Code, OCEANSIDE and VISTA agree that each will assume the full liability imposed upon it or any of its officers, agents or employees for injury caused by a negligent or wrongful act or omission occurring in the performance of this agreement, and each party agrees to indemnify and hold harmless the other party for any loss, cost or expense that may be imposed upon such other party by virtue of sections 895.6 of the Government Code.

14. Financial Responsibility. Each party shall carry adequate property damage and public liability insurance or be otherwise financially responsible in an amount sufficient to reasonably protect the PROPERTY, facilities and activities set forth in this AGREEMENT against claims, demands, causes of action, damage, cost, expense, property damage, bodily injury, personal injury, contract dispute, penalty, loss, or liability.

15. Dispute Resolution. Any controversy or claim arising out of or relating to this AGREEMENT, or concerning the breach or interpretation thereof, shall be settled first by submission of the matter to mediation, the cost of which shall be borne equally by the parties, and thereafter if mediation does not successfully resolve the matter by binding arbitration before a mutually agreeable neutral arbitrator or if the parties are unable to agree on a neutral arbitrator one will be appointed by the American Arbitration Association in San Diego. The arbitration shall be conducted according to the most current version of the American Arbitration Association Construction Industry/Commercial Arbitration Rules.

15.1. Notice to Arbitrate and Selection of Arbitrator. The party seeking arbitration shall deliver a written Notice of Demand To Resolve Dispute to the other party to this AGREEMENT. The demand shall include a brief statement of the party's claim, the amount thereof, and the name of a proposed arbitrator to decide the dispute. Within ten (10) days after receipt of the demand, the other party against whom a demand is made shall deliver a written response to the demanding party. The response shall include a short and plain statement of the party's defenses to the claim and shall also state whether the party agrees to the arbitrator chosen by the demanding party. In the event the parties cannot agree upon an arbitrator, the parties shall mutually submit the matter to the American Arbitration Association in San Diego who shall select and name an arbitrator to conduct the hearings. Once an arbitrator is selected, the statement of the claim and the response shall be forwarded to the arbitrator.

15.2. Venue. The locale of the arbitration shall be in San Diego County, California.

15.3. Discovery. The parties shall be entitled discovery as set forth in the American Arbitration Association Construction/Commercial Arbitration Rules.

15.4. Powers of the Arbitrator. The arbitrator's powers shall be limited as follows: The arbitrator shall follow the substantive laws of the State of California, including Rules of Evidence. The arbitrator's decision shall be supported by law and substantial evidence. The arbitrator shall have no power, authority or jurisdiction to award any punitive or exemplary damages.

15.5. Joinder of Parties. In the event any person or entity which is not a party to this AGREEMENT is necessary for the complete and final resolution of any matter in controversy under this AGREEMENT, such third party may be joined as a party. If such third party refuses to consent to be included in the arbitration between the parties to this AGREEMENT by consolidation, joinder or any other manner, then the parties to this AGREEMENT shall not be compelled to arbitrate such dispute.

15.6. Enforcement. Subject to the provisions of Code of Civil Procedure sections 1286.4 and 1296 a court may vacate an award of the arbitrator if the court determines that the award is not supported by substantial evidence or that it is based on an error of law.

15.7. NOTICE:

By executing this AGREEMENT, you are agreeing to have any dispute arising out of the matters included in the "Arbitration of Disputes" provision decided by neutral arbitration as provided by California Law and you are giving up any rights you might possess to have the dispute litigated in a court or jury trial. By initialing in the space below you are giving up your judicial rights to discovery and appeal, unless such rights are specifically included in the "Arbitration of Disputes" provision. If you refuse to submit to arbitration after agreeing to this provision, you may be compelled to arbitrate under the authority of the California Code of Civil Procedure. Your AGREEMENT to this arbitration provision is voluntary. We have read and understand the foregoing and agree to submit disputes arising out of the matters included in the "Arbitration of Disputes" provision to neutral arbitration.



OCEANSIDE



VISTA

15.8. Cost of Suit. If a suit or other legal proceeding, including arbitration, is instituted in connection with any controversy arising out of this AGREEMENT, the prevailing party shall be entitled to recover, in addition to costs, such sum as the court may adjudge reasonable as attorneys' fees.

16. Notice. Any notice required or permitted under this AGREEMENT shall be deemed given when actually delivered or when deposited in the mail, certified or registered, postage prepaid, addressed as follows:

To OCEANSIDE: 300 North Hill Street
Oceanside, California 92054

To VISTA: 600 Eucalyptus Avenue
Vista, California 92085

17. Termination of Agreement. This AGREEMENT may be terminated by either party for any reason upon at least a ninety (90) day written notice to the other prior to the commencement of a new term under this AGREEMENT, or at any time upon ninety (90) days notice by the City of Oceanside if it requires the property for another publicly beneficial use.

18. Entire Agreement. This AGREEMENT constitutes the entire understanding between the parties with respect to the subject matter and supersedes any prior negotiations, representations, AGREEMENTS and understandings.

19. Amendments. This AGREEMENT may not be amended, modified or changed nor shall any waiver of any provision hereof be effective, except by an AGREEMENT in writing signed by the parties hereto.

20. Agreement Binding. This AGREEMENT shall inure to the benefit of and be binding upon the parties signing and their respective successors.

21. Governing Law. The interpretation, validity and enforcement of this AGREEMENT shall be governed by and construed under the laws of the State of California.

22. Partial Invalidity. The provisions of this AGREEMENT are severable. Should any provision herein be found or deemed to be invalid, this AGREEMENT shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect.

THIS JOINT USE AGREEMENT is executed by the duly authorized representatives of OCEANSIDE and VISTA on the date first herein above written.

CITY OF OCEANSIDE

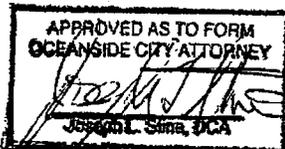
Date: _____

By: *David Lynn* Mayor

CITY OF VISTA

Date: 6/30/93

By: *Gloria C. Miller* Mayor



ATTACHMENT 4

A. VISTA AMERICIAN LITTLE LEAGUE TASKS AND DUTIES

1. **VALL's Improvement of Property.** VALL shall complete construction and installation of those certain improvements to the Property described in (but not completed as of the Commencement Date) that certain Design/Build Agreement for French Field Remediation and Restoration by and between Oceanside and Brickman Chargers, Inc., all associated Change Orders thereto, Building Permit No. BLDG 13-0662 Miscellaneous Building Structure dated September 4, 2013, and City of Oceanside Landscape Improvement Plans, Drawing No. CIP-00061. Said improvements shall be made in accordance with approved plans and specifications, constructed in a good workmanlike manner and in accordance with all applicable codes, rules, regulations, ordinances and laws (including the provisions and requirements of the Environmental Documents). All electrical, plumbing and similar specialty trades work shall be performed by a licensed and bonded professional for such trade.

2. **VALL's Maintenance of the Property.** As of the Commencement Date and upon the completion of the improvements to the Property in whole or any part thereof, VALL shall be responsible for maintenance of the buildings, structures and grounds around and upon the Property including, but not limited to, the following:

a. Maintain, water, fertilize and prune all bushes, hedges, and shrubs; maintain, fertilize, water, mow, edge, aerate and top dress turf areas; and remove weeds from all turf, bare ground areas and planter beds.

b. Make all drainage and irrigation repairs, including, but not limited to, the cleanout and maintenance of any drainage structures, including replacement of grates, repair or replacement of sprinkler heads, breaks and leaks in irrigation lines and valves, irrigation controller setting and other irrigation repairs as necessary. Replacement of worn or damaged irrigation sprinklers shall be matched by brand and model type. Oceanside will provide keys to all irrigation enclosures and give instruction for the operation of controllers, as needed.

c. Maintain the interior and exterior of all buildings and structures on the Property, including, but not limited to, painting as necessary in order to maintain a neat appearance. Paint color must be approved in writing by Oceanside.

d. Any and all chemicals, unhealthful substances, and pesticides used in and during maintenance activities shall be applied in strict accordance with all governing regulations, environmental or otherwise, and in accordance with the manufacturer's directions for their use. Precautionary measures shall be employed recognizing that all areas are open to public access.

e. Clean-up of trash and rubbish from and about the Property and empty trash cans located on the Property on a regular basis. Trash and debris shall be collected in secured receptacles (dumpsters). Oceanside will provide keys for the enclosures/dumpsters. Comply with the Oceanside Code and AB 939 (California Integrated Waste Management Act) regarding the proper solid waste disposal and recycling by the separation and collection of identified recyclable materials (aluminum, plastic and glass beverage containers). Containers for recyclables may be obtained from Oceanside's Recycling Specialist by calling (760) 435-5021 or VALL may choose to subscribe to the recycling services provided by Waste Management of North County by calling (760) 439-2824.

f. Be responsible for making any and all repairs for the buildings, structures, and signs, including, but not limited to, plumbing, heating, roofing and electrical.

g. Be responsible for the eradication of any graffiti on the Property. Graffiti shall be removed within 24 hours of being noted or detected.

h. Raking and screening of base paths, infield and warning tracks, and all other bare ground within the Property.

i. Field setup for game play, including, baseline, foul line, batter box, and coaching box mark out, pregame outfield and infield inspection.

j. Install and maintain dugout benches, bleachers, grandstands and other seating areas and walkways in good and clean order, absent of splinters and rough or burred edges, and secured handrails and backseats.

k. Maintain and mend or replace all fencing, backstops, bullpens, dugouts and foul posts, all netting, screens and shade structures.

l. Maintain interior, exterior lighting and field lighting, including replacement of burnt out bulbs, and worn or damaged components. All electrical repairs made on the Property shall be performed pursuant to all applicable codes by a licensed and bonded electrician or electrical technician.

m. Maintain and repair scoreboards, press/scoring boxes and public announcement systems.

n. Maintain, repair and replace tire stops and restripe the parking lot as needed. Reseal or resurface the parking lot and service drive off of Lee Drive as needed to prevent cracking and deterioration of the pavement.

o. VALL shall be responsible for stocking and replacement of paper products and hand soap, and the clearing of stoppages and backups of restroom fixtures. Restroom fixtures shall be in good working order at all times, broken or worn fixtures shall be repaired and replaced as needed.

p. All maintenance work shall conform to all applicable federal, state or local environmental standards, regulations or ordinances, including without limitation to the Occupational Safety and Health Act.

3. Special Provisions.

a. No motor vehicles shall be driven and/or parked on the Property, except in designated parking areas (lots), unless required to complete maintenance obligations.

b. No digging or trenching shall take place at the Property without prior written permission from Oceanside. This strict prohibition against unauthorized digging or trenching includes but is not limited to any and all work associated with the construction, installation, maintenance, repair or replacement of any aspect of the baseball fields and/or the portions of the Property surrounding the baseball fields, the irrigation system, plumbing system, concession

stand, restroom fixtures, parking lot, fencing, backstops, bullpens, dugouts, foul posts and/or exterior lighting.

c. VALL shall identify riparian boundary line on the Property and shall prohibit anyone from entering the riparian boundary for any reason, except for maintenance of the riparian area as provided in the Environmental Documents.

4. Administrative Duties of VALL.

a. Property Security. VALL shall be responsible for the security of all buildings and structures. VALL shall report any vandalism, breakins, or any other similar activities to the Oceanside Police Department and Oceanside's representative.

PLEASE COMPLETE THIS INFORMATION.

ATTACHMENT 5

RECORDING REQUESTED BY:

Peter Weiss, City Manager
City of Oceanside
300 North Coast Highway, Oceanside, CA 92054

AND WHEN RECORDED MAIL TO:

5796 Corporate Avenue
Cypress, CA 90630
Attention: Emad Yemut, Unit Chief

THE ORIGINAL OF THIS DOCUMENT
WAS RECORDED ON SEP 24, 2013
DOCUMENT NUMBER 2013-0582402
Ernest J. Dronenburg, Jr., COUNTY RECORDER
SAN DIEGO COUNTY RECORDER'S OFFICE
TIME: 1:57 PM

THIS SPACE FOR RECORDER'S USE ONLY

NO FEES DUE - FOR BENEFIT OF PUBLIC AGENCY (Gov't Code 27383)

City Document No. 13-D0308-4

Covenant to Restrict Use of Property - Environmental Restriction

(Please fill in document title(s) on this line)

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Additional recording fee applies)

RECORDING REQUESTED BY:
Peter Weiss
City Manager
City of Oceanside
300 North Coast Highway
Oceanside CA, 92054

WHEN RECORDED, MAIL TO:

5796 Corporate Avenue
Cypress, California 90630
Attention: Emad Yemut, Unit Chief

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE
City Document No. 13-D0308-4

COVENANT TO RESTRICT USE OF PROPERTY

ENVIRONMENTAL RESTRICTION

Re: County of San Diego APNs 161-501-09 and 161-501-10, Vista Burn Dump Site,
DTSC Site Code 401292.

This Covenant and Agreement ("Covenant") is made by and between the City of Oceanside. (the "Covenantor"), the current owner of property situated in Oceanside, County of San Diego, State of California, described in Exhibit "A" and depicted in Exhibit "B," attached, (the "Property"), and the Department of Toxic Substances Control (the "Department"). Pursuant to Civil Code section 1471, the Department has determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence on the land of hazardous materials as defined in Health and Safety Code section 25260. The Covenantor and Department, collectively referred to as the "Parties," hereby agree, pursuant to Civil Code section 1471, and Health and Safety Code section 25355.5 that the use of the Property be restricted as set forth in this Covenant; and the Parties further agree that the Covenant shall conform with the requirements of California Code of Regulations, title 22, section 67391.1.

ARTICLE I
STATEMENT OF FACTS

1.01. The Property, totaling approximately 9.88 acres, is more particularly described and depicted in the attached Exhibits "A" and "B". The Property is located in the City of Oceanside in the area of the subject parcel now generally bounded by Lee Drive to the east, commercial property to the south, and Loma Alta Creek to the north and west, as shown in the Cap Certification Exhibit, dated September 2, 2011, attached hereto as Exhibit "C". The Property is also generally described as San Diego County Assessor's Parcel Nos.: 161-501-09 and 161-501-10.

1.02. The City of Oceanside is remediating the Property under the supervision and authority of the Department. The Property was historically used as a disposal site for the Vista Sanitary District. Starting from the late 1930s to 1967 disposal waste was burned at the Property for the Vista community. Between 1967 and 1974, the disposal site was a closed. In 1962, the San Diego County Department of Public Works issued a permit to allow burning of auto wrecking waste at the Property. Starting from 1974, the Property was used as a baseball field by the Vista Bobby Sox Little League and Softball League. It was later used by the Vista American Little League from 1993 to 2005 until it was closed for investigation and cleanup.

1.03. The Vista Burn Dump has been remediated pursuant to a Removal Action Workplan (RAW) developed in accordance with Health and Safety Code, division 20, chapter 6.8 under the oversight of the Department. The RAW and Notice of Exemption pursuant to the California Environmental Quality Act, Public Resources Code section 21000 et seq., were released for public review and comment and subsequently approved by the Department on January 26, 2011. The Removal Action Workplan, including a Health Risk Assessment, requires a Land Use Covenant as part of the site remediation because hazardous substances as defined in Health and Safety Code section 25316, and hazardous materials as defined in Health and Safety Code section 25260 remain above cleanup goals for unrestricted use at the Property. The hazardous

materials were found in burn ash at the Property at levels above residential California Human Health Screening Levels for metals between 0.5 and 5.5 feet below ground surface (bgs) and polycyclic aromatic hydrocarbons (PAHs) at 5 feet bgs. Dioxins and furans are also present at the site, as a result of past burning activities, at varying levels within 5 feet bgs. Chemicals of concern in soil, along with their respective CHHSLs are as follows:

Contaminant in Soil	Concentration in milligram/kilogram (mg/kg)	CHHSL (mg/kg)
arsenic	73.3 mg/kg (5.5 feet bgs)	0.07 mg/kg ⁺
cadmium	11.8 mg/kg (5.5 feet bgs)	1.7 mg/kg
lead	2,680 mg/kg (0.5 feet bgs)	150 mg/kg
benzo(a)pyrene	2.9 mg/kg	0.038 mg/kg
benzo(a)anthracene	5 mg/kg	0.62 mg/kg*
benzo(b)fluoranthene	3.5 mg/kg	0.62 mg/kg*
benzo(k)fluoranthene	1.5 mg/kg	0.38 mg/kg**
chrysene	5.8 mg/kg	4 mg/kg**
indeno (1,2,3-c,d)pyrene	2 mg/kg	0.62 mg/kg*
naphthalene	9.2 mg/kg	2 mg/kg**

* Value reflects the U.S. Environmental Protection Agency, Region 9 residential Remedial Screening Levels (RSL). No CHHSL available.

** Value reflects the California modified residential (RSL). No CHHSL available.

+ Naturally-occurring background concentrations for arsenic in soil commonly exceed the CHHSL values.

Contaminants in soil gas that exceed the CHHSL values included volatile organic compounds (VOCs) and dioxins/furans as follows:

Contaminant in Soil Gas	Concentration in microgram/liter (µg/l)	CHHSL (µg/l)
benzene	0.16 µg/l (15 feet bgs)	0.0362 µg/l
trichloroethylene	0.83 µg/l (15 feet bgs)	0.528 µg/l
tetrachloroethylene	11 µg/l (10 feet bgs)	0.180 µg/l

Groundwater at the Property is at approximately 5 to 10 feet below ground surface and contains low levels of volatile organic compounds (VOCs) in well MW-4 that may be from offsite sources. Barium was also detected in MW-9 above the Maximum Contaminant Levels for drinking water. The concentration of VOCs and metals in groundwater with their corresponding MCL values for drinking water are as follows:

Contaminant in Groundwater	Concentration (microgram/liter)	MCL (microgram/liter)
1,2,3 Trichloropropane	24 µg/L	0.006 µg/L*
1,2 Dichloropropane	0.40 µg/L	0.005 µg/L
Acetone	5.9 µg/L	5500 µg/L*
Chloroform	0.85 µg/L	0.53 µg/L*
Barium	2.1 µg/L	0.001 µg/L

* Value reflects the U.S. Environmental Protection Agency, Region 9 Tap Water Remedial Screening Level (RSL). No MCL available.

Five wells have been preserved on and around the Property to use for monitoring purposes. Based on findings during the investigation phase of the project, the Department concluded that the groundwater should be monitored to track any potential changes in contaminant levels from offsite sources. Groundwater will be monitored annually until the Department determines that groundwater monitoring is no longer needed.

1.04. Remediation includes installing and maintaining a soil ("Cap") over the entire 9.8 acre Property. The Cap consists of imported clean soil fill material which has been tested and approved by DTSC to be in accordance with the DTSC Clean Fill Guidance. The design of the Cap is shown in the engineering drawing attached as Exhibit "C" hereto. The depth of the Cap throughout the Property is 1.24 and 14.67 feet. Orange colored markers that extend to the minimum 1 foot cap depth have been installed at the Property to indicate when soil maintenance is needed to restore the

minimum Cap depth. If during inspection, the orange markers are observed, maintenance of the soil Cap will be conducted as outlined in the Operation and Maintenance Plan.

The response action also includes the maintenance of groundwater monitoring wells ("Monitoring Wells") that remain on and around the Property (see Exhibit "D" for figure). The operation and maintenance of the Cap, and Monitoring Wells is pursuant to an Operation and Maintenance Plan incorporated into the Operation and Maintenance Agreement between the City of Oceanside and the Department dated July 20, 2012.

1.05. As detailed in the Risk Assessment in the Preliminary Endangerment Assessment (PEA) approved by the Department on July 7, 2008, some surface and shallow subsurface soils at the Property contain hazardous substances within burn ash that are defined in Health and Safety Code section 25316. The Risk Assessment calculated risk levels against the acceptable residential risk of 1×10^{-6} . The overall risk throughout the Property ranged between 7×10^{-3} and 3×10^{-6} which exceeds the 1×10^{-6} level. Based on the above findings, the Department concluded that a soil Cap at a minimum depth of 1 foot would be required to allow the Property to be used for recreational purposes and eliminate exposure to the existing surface and subsurface soils. The Department further concluded that the entire Property, once remediated with the soil Cap, and subject to the restrictions of this Covenant, does not present an unacceptable threat to human health or safety or the environment when used for a recreational field.

ARTICLE II DEFINITIONS

2.01. Department. "Department" means the California Department of Toxic Substances Control and includes its successor agencies, if any.

2.02. Environmental Restrictions. "Environmental Restrictions" means all

protective provisions, covenants, restrictions, prohibitions, and terms and conditions as set forth in any section of this Covenant.

2.03. Improvements. "Improvements" includes, but is not limited to: buildings, structures, roads, driveways, improved parking areas, wells, pipelines, or other utilities.

2.04. Lease. "Lease" means lease, rental agreement, or any other document that creates a right to use or occupy any portion of the Property.

2.05. Occupant. "Occupant" means Owners and any person or entity entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property.

2.06. Owner. "Owner" means the Covenantor, and all successors in interest including heirs and assigns, who at any time hold title to all or any portion of the Property.

ARTICLE III GENERAL PROVISIONS

3.01. Runs with the Land. This Covenant sets forth Environmental Restrictions that apply to and encumber the Property and every portion thereof no matter how it is improved, held, used, occupied, leased, sold, hypothecated, encumbered, or conveyed. This Covenant: (a) runs with the land pursuant to Health and Safety Code section 25355.5 and Civil Code section 1471; (b) inures to the benefit of and passes with each and every portion of the Property, (c) is for the benefit of, and is enforceable by the Department, and (d) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.02. Binding upon Owners/Occupants. Pursuant to the Health and Safety Code, this Covenant binds all owners of the Property, their heirs, successors, and

assignees, and the agents, employees, and lessees of the owners, heirs, successors, and assignees. Pursuant to Civil Code section 1471, all successive owners of the Property are expressly bound hereby for the benefit of the Department.

3.03. Incorporation into Deeds and Leases. This Covenant shall be incorporated by reference in each and every deed and Lease for any portion of the Property.

3.04. Conveyance of Property. The Owner shall provide written notice to the Department not later than thirty (30) days after any conveyance of any ownership interest in the Property (excluding Leases, and mortgages, liens, and other non-possessory encumbrances). The written notice shall include the name and mailing address of the new owner of the Property and shall reference the site name and site code as listed on page one of this Covenant. The notice shall also include the Assessor's Parcel Number (APN) noted on page one. If the new owner's property has been assigned a different APN, each such APN that covers the Property must be provided. The Department shall not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect proposed conveyance, except as otherwise provided by law or by administrative order.

3.05. Costs of Administering the Covenant to be paid by Owner. The Department has already incurred and will in the future incur costs associated with the administration of this Covenant. Therefore, the Covenantor hereby covenants for the Covenantor and for all subsequent Owners that, pursuant to California Code of Regulations, title 22, section 67391.1(h), the Owner agrees to pay the Department's costs in administering the Covenant.

ARTICLE IV

RESTRICTIONS AND REQUIREMENTS

4.01. Soil Management

- (a) The minimum 1 foot cap shall be maintained at all times per provisions outlined in the approved Operation and Maintenance Plan. No activities that disturb soil below the Cap shall be done without prior DTSC notification and approval (e.g., excavation, grading, removal, trenching, filling, earth movement, mining, or drilling). Orange markers have been inserted within the Cap as an indicator to show when the 1 foot mark for the Cap has been reached and when maintenance is needed to fulfill the 1 foot Cap minimum thickness requirement.
- (b) Any contaminated soils brought to the surface by grading, excavation, trenching or backfilling shall be managed in accordance with all applicable provisions of state and federal law.
- (c) Soils brought to the Property for maintaining the soil Cap must be certified clean fill and come from a Department approved borrow site.

4.02. Prohibited Activities. The following activities shall not be conducted at the Property:

- (a) Drilling for water, oil, or gas without prior written approval by the Department.
- (b) Residential uses, day care, schools, or hospitals.

4.03. Access for Department. The Department shall have reasonable right of entry and access to the Property for inspection, monitoring, and other activities consistent with the purposes of this Covenant as deemed necessary by the Department

in order to protect the public health or safety, or the environment.

4.04. Access for Implementing Operation and Maintenance. The entity responsible for implementing the Operation and Maintenance Plan shall have reasonable right of entry and access to the Property for the purpose of implementing the Operation and Maintenance Plan until the Department determines that no further Operation and Maintenance is required.

4.05. Inspection and Reporting Requirements. The Owner will conduct, at minimum, an annual inspection of the Property verifying compliance with this Covenant, and shall submit each inspection report to report to the Department. The inspection report must include the dates, times, and names of those who conducted the inspection and reviewed the inspection report. It also shall describe how the observations were performed that were the basis for the statements and conclusions in the inspection report (e.g., drive by, fly over, walk in, etc.). If violations are noted, the inspection report must detail the steps taken to return to compliance. If the Owner identifies any violations of this Covenant during the quarterly inspections or at any other time, the Owner must within 10 days of identifying the violation: determine the identity of the party in violation, send a letter advising the party of the violation of the Covenant, and demand that the violation ceases immediately. Additionally, copies of any correspondence related to the violation of this Covenant shall be sent to the Department within 10 days of its original transmission.

ARTICLE V ENFORCEMENT

5.01. Enforcement. Failure of the Owner or Occupant to comply with this Covenant shall be grounds for the Department to require modification or removal of any Improvements constructed or placed upon any portion of the Property in violation of this Covenant. Violation of this Covenant, including but not limited to, failure to submit, or the submission of any false statement, record or report to the Department, shall be

grounds for the Department to pursue administrative, civil, or criminal actions, as provided by law.

ARTICLE VI

VARIANCE, TERMINATION, AND TERM

6.01. Variance. Owner, or any other aggrieved person, may apply to the Department for a written variance from the provisions of this Covenant. Such application shall be made in accordance with Health and Safety Code section 25233.

6.02. Termination or Partial Termination. Owner, or any other aggrieved person, may apply to the Department for a termination or partial termination of one or more terms of this Covenant as they apply to all or any portion of the Property. Such application shall be made in accordance with Health and Safety Code section 25234.

6.03. Term. Unless ended in accordance with paragraph 6.02, by law, or by the Department in the exercise of its discretion, this Covenant shall continue in effect in perpetuity.

ARTICLE VII

MISCELLANEOUS

7.01. No Dedication Intended. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion thereof to the general public or anyone else for any purpose whatsoever.

7.02. Recordation. The Covenantor shall record this Covenant, with all referenced Exhibits, in the County of San Diego within ten (10) days of the Covenantor's receipt of a fully executed original.

7.03. Notices. Whenever any person gives or serves any Notice ("Notice" as

used herein includes any demand or other communication with respect to this Covenant), each such Notice shall be in writing and shall be deemed effective: (1) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served, or (2) three (3) business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Owner: City of Oceanside
300 North Coast Highway
Oceanside, CA 92054

and

To Department: Mr. Emad Yemut, Unit Chief
5796 Corporate Avenue
Cypress, California 90630

Any party may change its address or the individual to whose attention a Notice is to be sent by giving written Notice in compliance with this paragraph.

7.04. Partial Invalidity. If this Covenant or any of its terms are determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.

7.05. Statutory References. All statutory references include successor provisions.

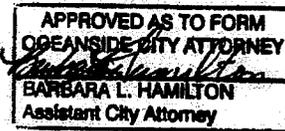
7.06. Incorporation of Attachments. All attachments and exhibits to this Covenant are incorporated herein by reference.

IN WITNESS WHEREOF, the Parties execute this Covenant.

Covenantor:

Peter Weiss
City Manager
City of Oceanside
300 North Coast Highway
Oceanside CA, 92054

By: Peter Weiss
Title: City Manager
Date: 4-2-13



Department of Toxic Substances Control:

By: Mac Gernert
Title: Unit Chief
Date: 4/18/2013

ACKNOWLEDGMENT

State of California

County of Orange

On April 17, 2013 before me, Lisa Twarog, Notary Public
(insert name and title of the officer)

personally appeared Emad Badrdine Yemut
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 Lisa Twarog (Seal)



(this area for official notarial seal)

Government Code 27361.7

I certify under penalty of perjury that the Notary Seal on the document to which this statement is
attached reads as follows:

Name of the Notary: Lisa Twarog

Date Commission Expires: May 1 2013

County Where Bond is Filed: Orange

Commission Number: 1847105

Manufacturer/Vendor Number: OCT1

Place of Execution: Cypress, CA Date: 4/17/2013

Signature: Lisa Twarog

I certify under penalty of perjury and the laws of the State of California that the illegible portion
of this document to which this statement is attached reads as follows:

Place Execution: _____ Date: _____

Signature: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego }

On April 2, 2013 before me, Elizabeth S. Hedrick, Notary Public
Date Here Insert Name and Title of the Officer

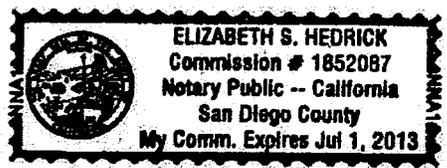
personally appeared Peter Weiss
Name(s) of Signer(s)

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/hers/their authorized capacity(ies), and that by his/hers/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 Elizabeth S. Hedrick
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

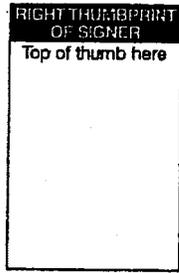
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____

Exhibit A

EXHIBIT A

LEGAL DESCRIPTION

That certain real property situated in the City of Oceanside, County of San Diego, State of California, being all that portion of the Northeast Quarter of the Southeast Quarter of Section 14, Township 11 South, Range 4 West, San Bernardino Meridian, described as follows:

Beginning at a point in the East line of said Section 14, from which the Section Corner common to Sections 13, 14, 23 and 24 bears South 0°06' East 1,724.43 feet; thence, West 1,034.48 feet to a point in the Southeasterly right-of-way of the Escondido Branch of the Atchison Topeka & Santa Fe Railway; thence, following said right-of-way the following courses and distances: North 49°46' East 725.00 feet; thence, along the tangent curve concave to the Southeast, radius 1,096.28 feet; central angle equals 25°32' a distance of 448.55 feet; thence, North 75°18' East 37.06 feet to a point on the East line of said Section 14 from which the Section Corner common to Sections 13, 14, 23 and 24 bears South 0°06' East 2,461.03 feet; thence, leaving said right-of-way line South 0°06' East along the East line of said Section 14, 718.60 feet to the Point of Beginning.

Assessor Parcel Numbers: 161-501-09 and 161-501-10

Exhibit B

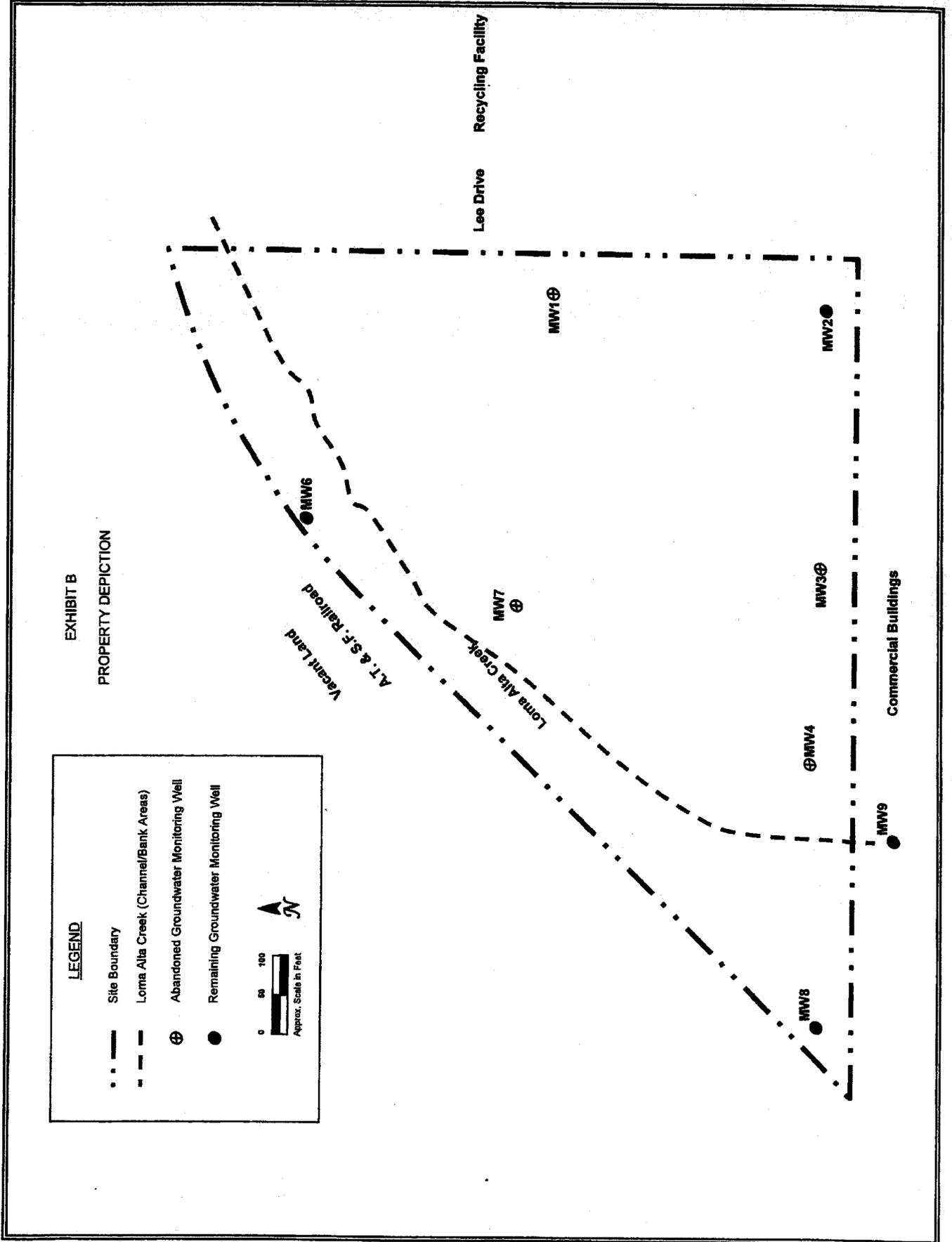
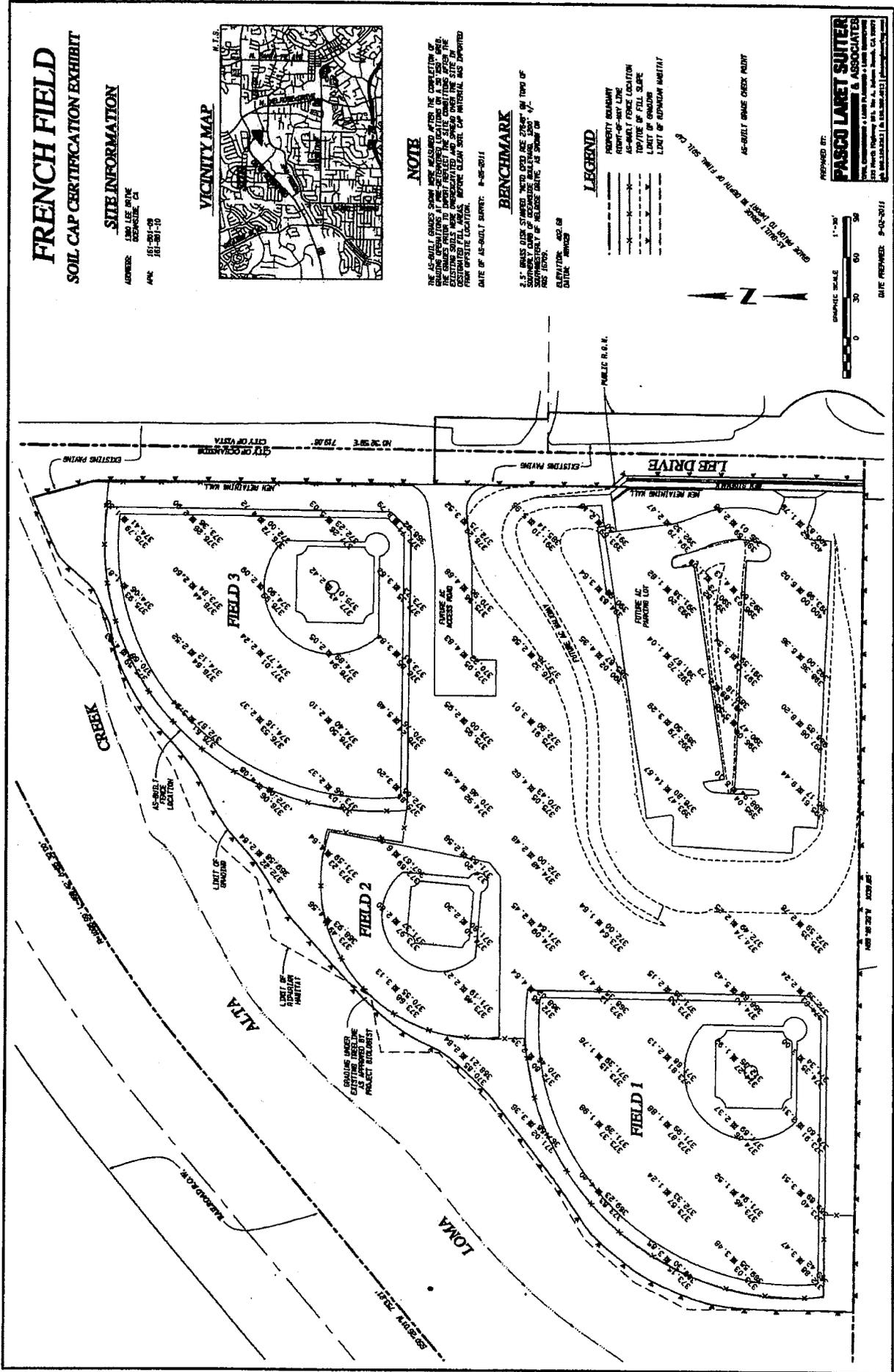


Exhibit C



TRUE COPY CERTIFICATION

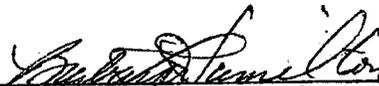
(Government Code 27361.7)

SAN MARCOS, CALIFORNIA
Place of Execution

I certify under penalty of perjury that this material is a true copy of the original material contained in this document.

09 / 09 / 2013

Date

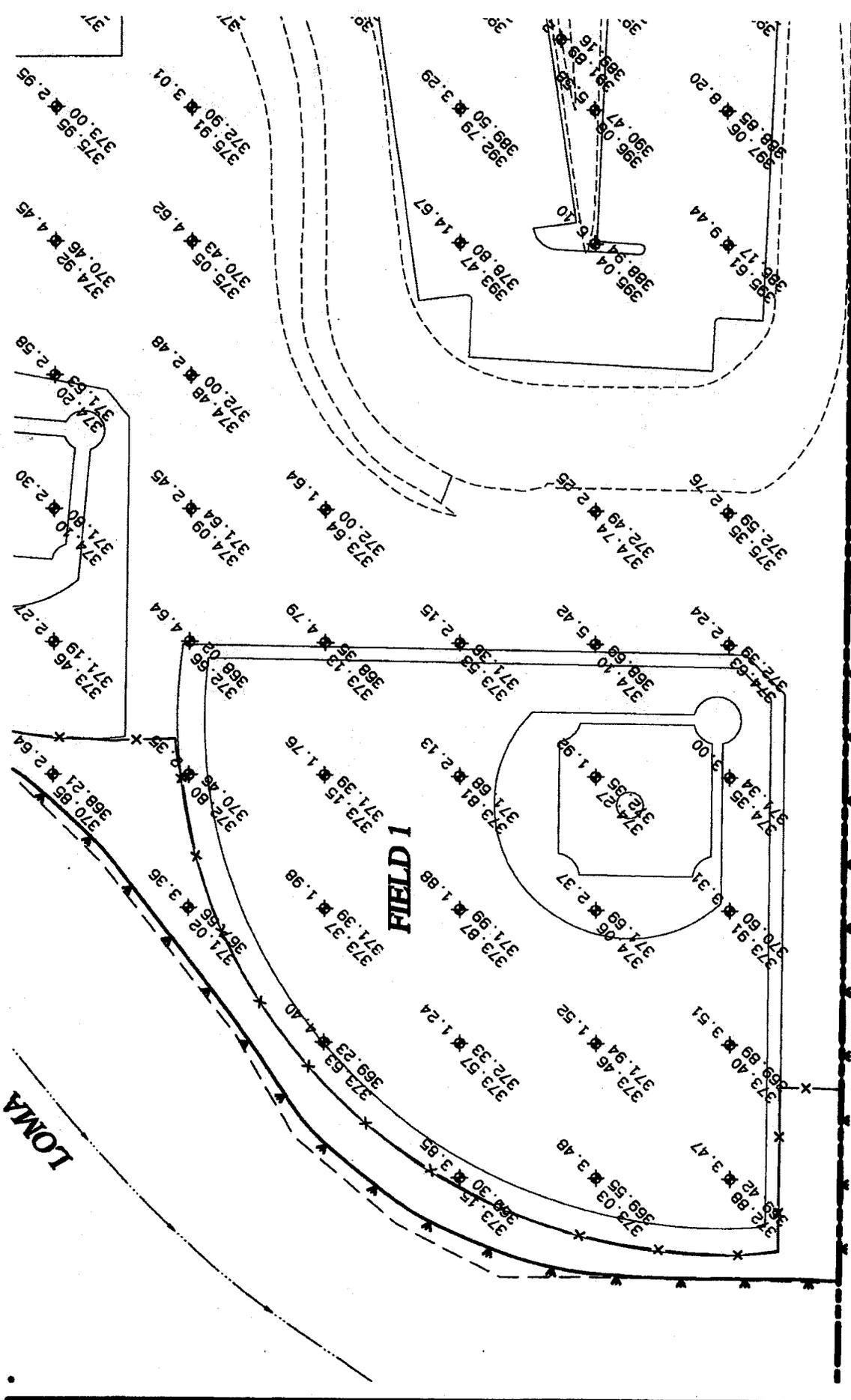


Signature of Declarant

BARBARA L. HAMILTON

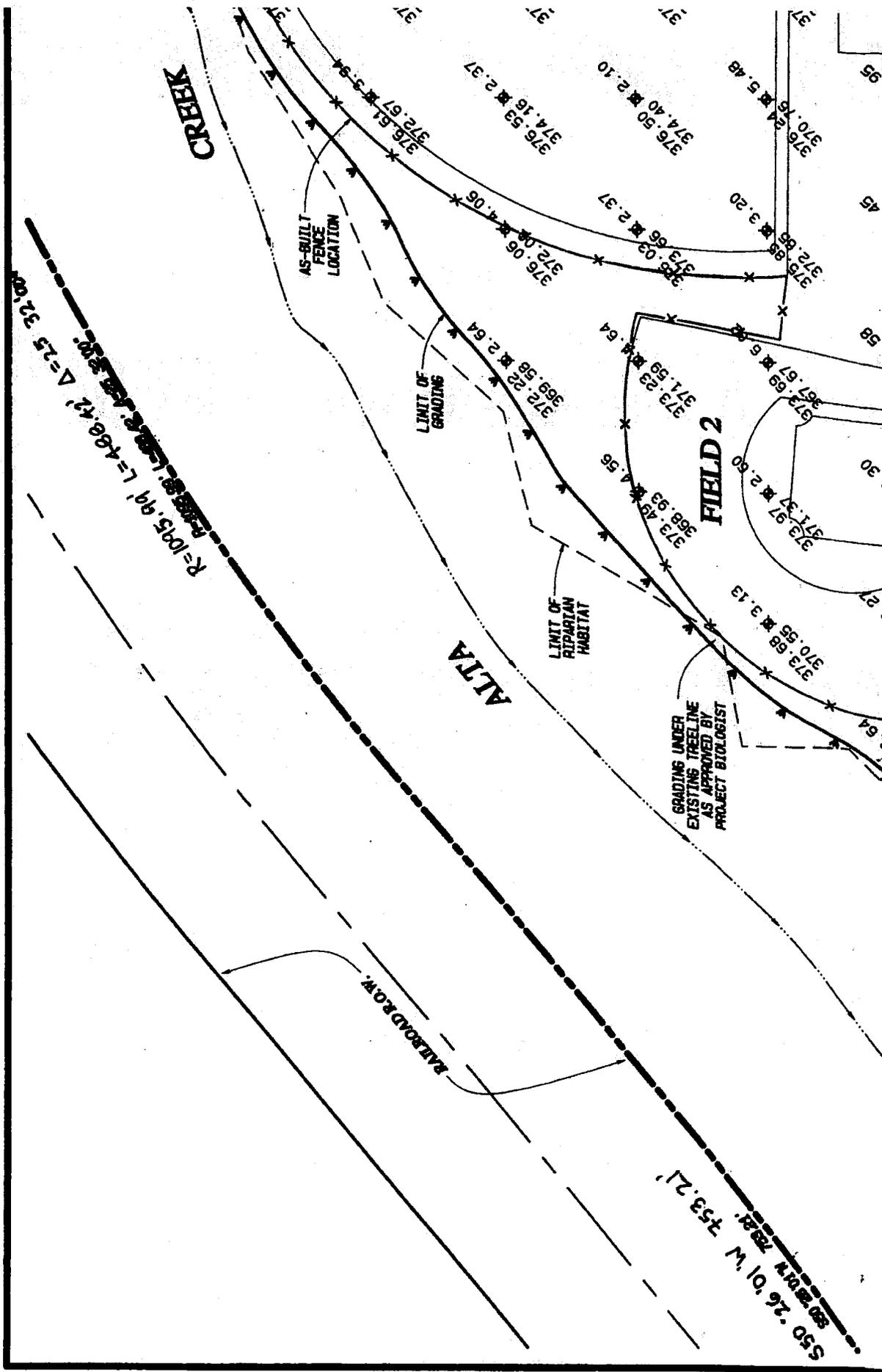
Type or Print Name

58.6201 M. 6C. 91. 68N
58.6201 M. 6C. 91. 68N



FIELD I

LOMA



$R=1075.99'$, $L=489.42'$, $\Delta=22.5^\circ$
 $322.00'$

$550.26'$ $01' W$ $753.21'$
 $80.00'$ $11' W$ $789.81'$

EXISTING SOILS WERE OVEREXCAVATED AND SPREAD OVER THE SITE IN DESIGNATED FILL AREAS, BEFORE CLEAN SOIL CAP MATERIAL WAS IMPORTED FROM OFFSITE LOCATION.

DATE OF AS-BUILT SURVEY: 8-25-2011

BENCHMARK

2.5" BRASS DISK STAMPED "NCTD CP33 RCE 27648" ON TOP OF SOUTHERLY CURB OF OCEANSIDE BOULEVARD, 1200' +/- SOUTHWESTERLY OF MELROSE DRIVE, AS SHOWN ON RNS 16709.

ELEVATION: 402.68
DATUM: NAD83

LEGEND

- — — — — PROPERTY BOUNDARY
- — — — — RIGHT-OF-WAY LINE
- x - x - AS-BUILT FENCE LOCATION
- - - - - TOP/TOE OF FILL SLOPE
- v - v - LIMIT OF GRADING
- - - - - LIMIT OF RIPARIAN HABITAT

AS-BUILT GRADE CHECK POINT
 PASCO LARET SUITER & ASSOCIATES
 CIVIL ENGINEERING + LAND PLANNING
 + LAND SURVEYING
 535 NORTH HIGHWAY 101, STE A,
 SOLANA BEACH, CA 92075
 PH 952-259-0212 | FX 952-259-4612
 pascoengineering.com
 PREPARED BY:



DATE PREPARED: 9-02-2011

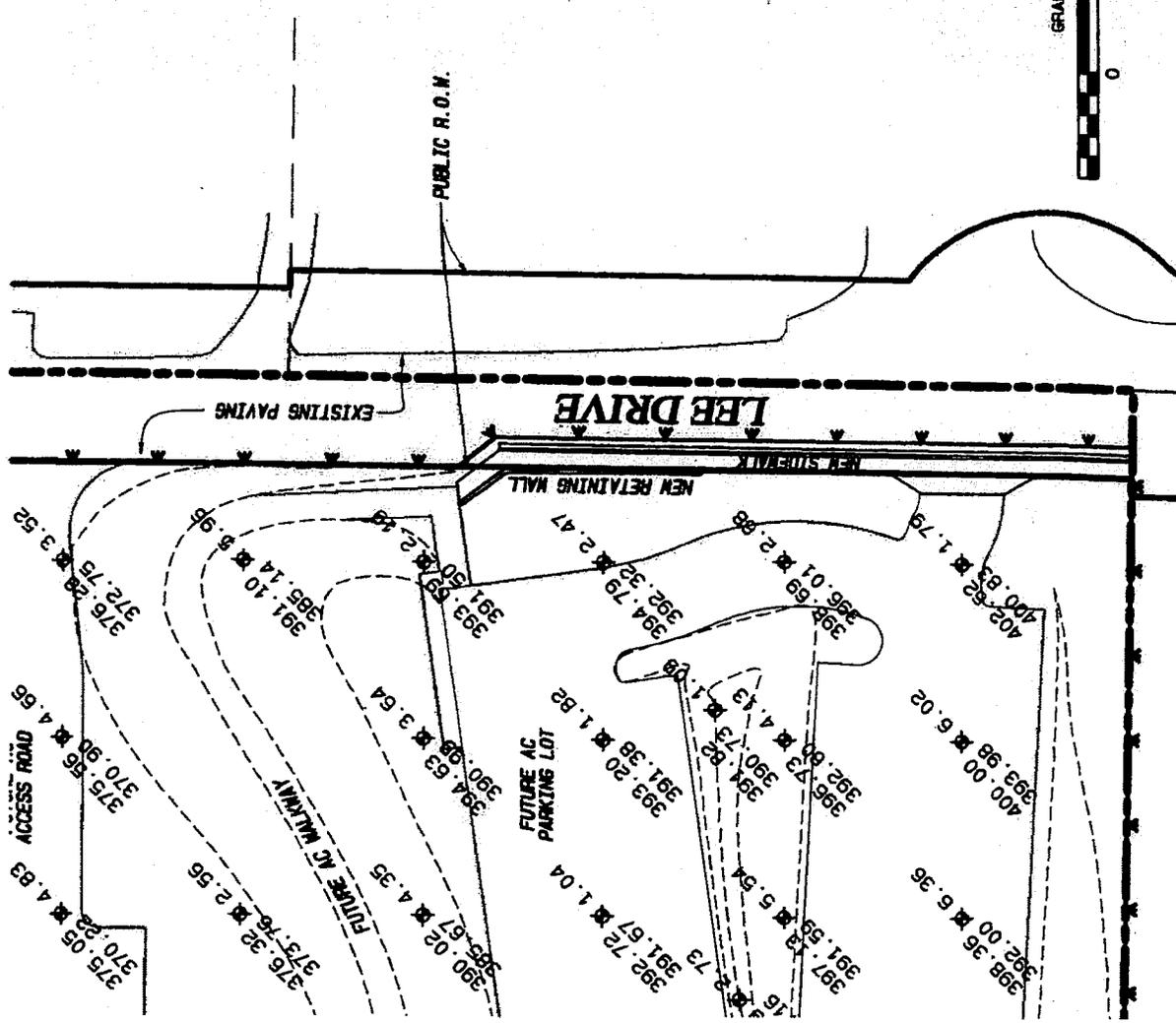


Exhibit D

EXHIBIT D

LEGEND

- - - Site Boundary
- - - Loma Alta Creek (Channel/Bank Areas)
- ⊕ Abandoned Groundwater Monitoring Well
- Remaining Groundwater Monitoring Well

0 50 100
Approx. Scale in Feet

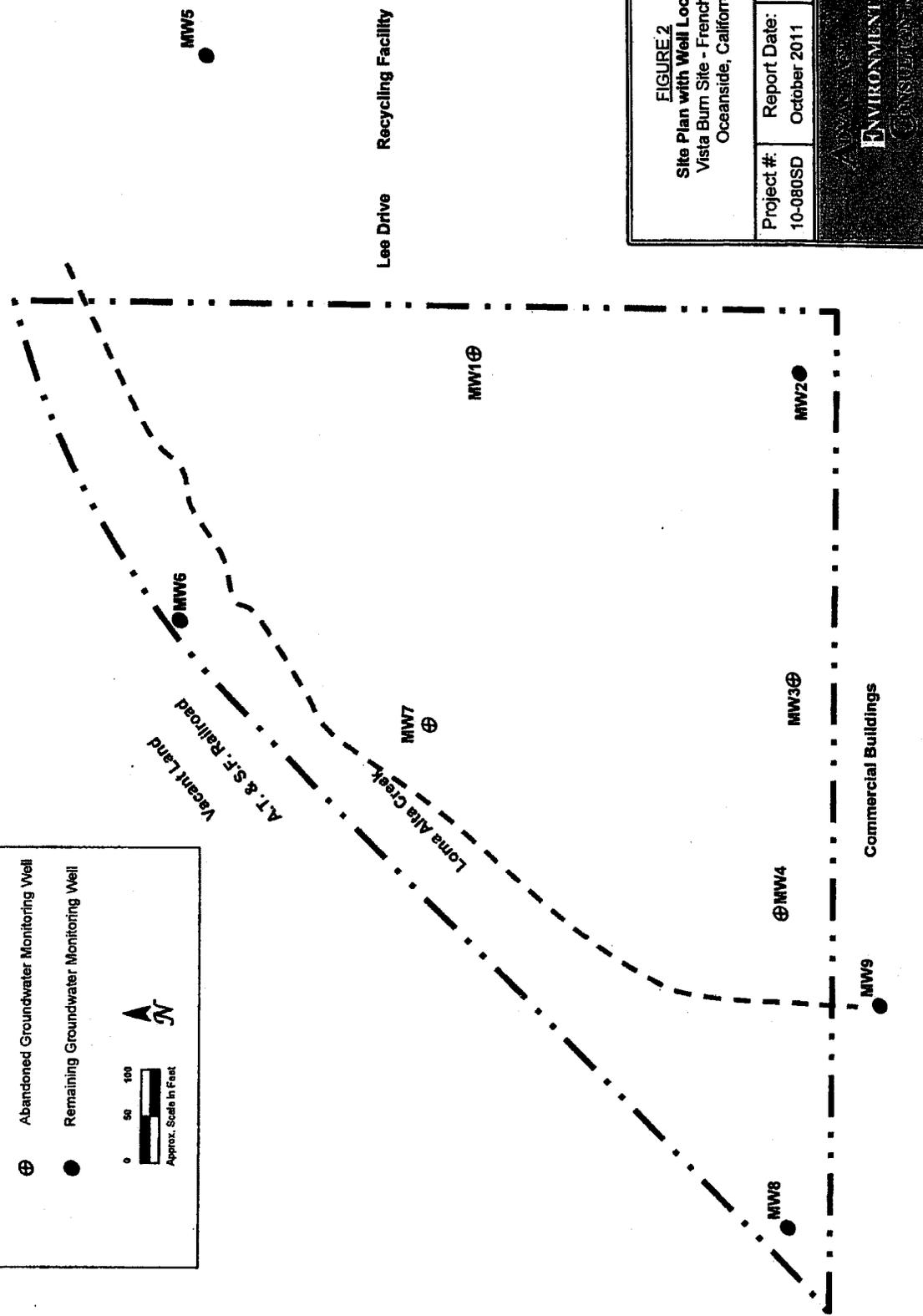


FIGURE 2
Site Plan with Well Locations
 Vista Burn Site - French Field
 Oceanside, California

Project #: 10-080SD	Report Date: October 2011	Drawn By: TJ
------------------------	------------------------------	-----------------

ENVIRONMENTAL
 CONSULTANTS

ATTACHMENT 6

In the matter of:)
) Docket No. HSA-O&MEA 12/13-041
)
Vista Burn Dump) OPERATION AND MAINTENANCE
1300 Lee Drive) AGREEMENT
Oceanside, California 92054)
)
Proponent:)
)
City of Oceanside) Health and Safety Code
300 North Coast Highway) Section 25355.5 (a)(1)(C)
Oceanside, CA 92054)
)

The California Department of Toxic Substances Control (DTSC) and the City of Oceanside (Proponent) enter into this Operation and Maintenance Agreement (Agreement) for the site located at 1300 Lee Drive, Oceanside, San Diego County, California, 92054 (Site) and agrees as follows:

1. Jurisdiction. This Agreement is entered into by DTSC and Proponent pursuant to Health and Safety Code section 25355.5(a)(1)(C) which authorizes DTSC to enter into an enforceable agreement to oversee the investigation and/or remediation of a release or threatened release of any hazardous substance at or from the Site, and to oversee the operation and maintenance of any remediation system installed at the Site.

2. Remediation System. A DTSC-approved Remediation System has been installed at the Site for the remediation of soil (Remediation System). The Remediation System consists of both a soil and paved cap. The Site is owned by the City of Oceanside. A site location map and the assessor's parcel map are attached as Exhibit A and Exhibit B. A site map or diagram showing the location(s) of the Remediation System is attached as Exhibit C.

3. Operation and Maintenance of Remediation System. Operation and maintenance of the Remediation System are required at the Site, and shall be left in place, operated and maintained by the Proponent until and except to the extent that DTSC authorizes Proponent in writing to discontinue or modify part or all of the Remediation System.

4. Implementation of Operation and Maintenance Plan. Proponent shall submit an Operation and Maintenance Plan/Post Closure Monitoring and Maintenance Plan (PCMMP) to DTSC and the County of San Diego Local Enforcement Agency (SDLEA) for approval. The Proponent shall fully implement the DTSC-approved Operation and Maintenance Plan/PCMMP dated July 20, 2012, attached as Exhibit D, including any

requirements for quarterly inspections and reporting for the SDLEA and annual groundwater monitoring, annual reporting and record keeping for DTSC. DTSC shall be included on all reports sent to the SDLEA pertaining to the Operation and Maintenance of the Site.

5. Modification or Discontinuation of Remediation System. Proponent shall submit a written request for DTSC's authorization for any modification or discontinuation of the Remediation System or any part thereof at least 60 days, to the extent feasible, prior to the intended date of any proposed modification or discontinuation. Proponent may seek modification or discontinuation of the Remediation System or any part thereof if (a) Proponent has met the remediation objectives for the site; (b) the modification would better achieve the remediation objectives; (c) the Remediation System could not achieve the remediation objectives and other cleanup methods will be implemented; or (d) it has been demonstrated that the maximum achievable remediation has occurred. The written request to DTSC shall include the reasons for the request, a detailed description of any work to be done or modification to be made, and a map showing the exact location of the proposed work.

6. DTSC-Required Modification. DTSC may require modification, replacement, or additions to the Remediation System if the Remediation System or part of thereof is not achieving the remediation objectives or is not protecting human health or the environment. DTSC may require additional evaluations, designs and the construction and operation of facilities to achieve these objectives.

7. Five-Year Review. Proponent shall review and reevaluate the Remediation System after a period of five years from the completion of construction and startup of the Remediation System and every 5 years thereafter. The review and reevaluation shall be conducted to determine if human health and the environment are being adequately protected by the Remediation System. Within 30 days before the end of each five-year period, Proponent shall submit a five-year review workplan to DTSC for review and approval. Within 60 days of DTSC's approval of the workplan, Proponent shall implement the workplan and submit a report of the results of the five-year review. The report shall describe the results of all sampling analyses, tests and other data generated or received by Proponent and evaluate the adequacy of the implemented remedy in protecting human health and the environment. As a result of any review work performed under this Agreement, DTSC may require Proponent to perform additional review work or modify the review work previously performed by Proponent.

8. Quality Control/Quality Assurance (QC/QA). All sampling and analysis conducted by Proponent under this Agreement shall be performed in accordance with the QC/QA procedures submitted by Proponent and approved by DTSC pursuant to this Agreement.

9. Financial Assurance. Financial Assurance is satisfied for this project, as the current Proponent is a local government. If there is any change in ownership, DTSC

may require that the financial assurance requirement be re-evaluated to determine if the new Proponent is required to provide financial assurance.

10. Cost Recovery and Payment.

10.1. Proponent is liable for all of DTSC's costs incurred in implementing this Agreement, including costs of overseeing the work performed by Proponent, and in responding to any contamination at the Site. Cost recovery may be pursued by DTSC pursuant to applicable state or federal laws or common law. DTSC will invoice Proponent for DTSC's costs on a quarterly basis.

10.2. All payments made by Proponent pursuant to this Agreement shall be by check payable to the "Department of Toxic Substances Control", and bearing on its face the project code for the Site (Site # 401292) and the docket number of this Agreement. Upon request by Proponent, DTSC may accept payments made by credit cards. Payments by check shall be sent to:

Department of Toxic Substances Control
Accounting Office
1001 I Street, 21st Floor
P.O. Box 806
Sacramento, California 95812-0806

A photocopy of the check shall be sent concurrently to DTSC's Project Manager.

10.3. DTSC shall retain all cost records associated with the work performed under this Agreement as may be required by state law. DTSC will make all documents that support DTSC's cost determination available for inspection upon request in accordance with the Public Records Act, Government Code section 6250 et seq.

11. Endangerment During Implementation.

11.1. Proponent shall notify DTSC's Project Manager immediately upon learning of any condition that may pose an immediate threat to public health or safety or the environment. Within seven days of the onset of such a condition, Proponent shall furnish a report to DTSC, signed by Proponent's Project Manager, setting forth the conditions and events that occurred and the measures taken in response thereto.

11.2. In the event DTSC determines that any activity (whether or not pursued in compliance with this Agreement) may pose an imminent or substantial endangerment to the health or safety of people on the Site or in the surrounding area or to the environment, DTSC may order Proponent to conduct additional activities or to stop further implementation of this Agreement for such period of time as may be needed to

abate the endangerment. DTSC may request that Proponent implement interim measures to address any immediate threat or imminent or substantial endangerment.

12. Site Access. Proponent shall provide, and/or obtain access to the Site and take all reasonable efforts to obtain access to offsite areas to which access is necessary to implement the Agreement. Such access shall be provided to DTSC's employees, contractors, and consultants at all reasonable times. Such access shall also be provided to any other proponent or Proponent who is in compliance with this Agreement for the purpose of conducting activities pursuant to this Agreement or for activities deemed necessary by DTSC to meet the objectives of this Agreement. Nothing in this paragraph is intended or shall be construed to limit in any way the right of entry or inspection that DTSC or any other agency may otherwise have by operation of law.

13. Sampling, Data and Document Availability. When requested by DTSC, Proponent shall make available for DTSC's inspection, and shall provide copies of, all data and information concerning contamination at or from the Site, including technical records and contractual documents, sampling and monitoring information and photographs and maps, whether or not such data and information was developed pursuant to this Agreement. For all final reports, Proponent shall submit one hard (paper) copy and one electronic copy with all applicable signatures and certification stamps as a text-readable Portable Document Formatted (pdf) file Adobe Acrobat or Microsoft Word formatted file.

14. Record Preservation. Proponent shall retain, during the implementation of this Agreement and for a minimum of six years after its termination, all data, reports, and other documents that relate to the performance of this Agreement. If DTSC requests that some or all of these documents be preserved for a longer period of time, Proponent shall either comply with the request, deliver the documents to DTSC, or permit DTSC to copy the documents at Proponent's expense prior to destruction.

15. Notification of Field Activities. Proponent shall inform DTSC at least seven days in advance of all field activities pursuant to this Agreement and shall allow DTSC and its authorized representatives to take duplicates of any samples collected by Proponent pursuant to this Agreement.

16. Project Managers. Within 14 days of the effective date of this Agreement, DTSC and Proponent shall each designate a Project Manager and shall notify each other in writing of the Project Manager selected. Each Project Manager shall be responsible for overseeing the implementation of this Agreement and for designating a person to act in his/her absence. All communications between DTSC and Proponent, and all notices, documents and correspondence concerning the activities performed pursuant to this Agreement shall be directed through the Project Managers. Each party may change its Project Manager with at least seven days prior written notice.

17. Proponent's Consultant and Contractor. All work performed pursuant to this Agreement shall be under the direction and supervision of a professional engineer or

professional geologist, licensed in California, with expertise in hazardous substances site cleanup. Proponent's Project Manager, contractor or consultant shall have the technical expertise sufficient to fulfill his or her responsibilities. Within 14 days of the effective date of this Agreement, Proponent shall notify DTSC's Project Manager in writing of the name, title, and qualifications of the professional engineer or professional geologist and of any contractors or consultants and their personnel to be used in carrying out the work under this Agreement in conformance with applicable state law, including but not limited to, Business and Professions Code sections 6735 and 7835.

18. DTSC Review and Approval. All work performed pursuant to this Agreement is subject to DTSC's review and approval. If DTSC determines that any report, plan, schedule or other document submitted for approval pursuant to this Agreement fails to comply with this Agreement or fails to protect public health or safety or the environment, DTSC may (a) return comments to Proponent with recommended changes and a date by which the Proponent must submit to DTSC a revised document incorporating or addressing the recommended changes; or (b) modify the document in consultation with Proponent and approve the document as modified. All DTSC approvals and decisions made regarding submittals and notifications will be communicated to Proponent in writing by DTSC's Branch Chief or his/her designee. No informal advice, guidance, suggestions or comments by DTSC regarding reports, plans, specifications, schedules or any other writings by the Proponent shall be construed to relieve Proponent of the obligation to obtain such written approvals.

19. Amendments. This Agreement, including the attached Operation and Maintenance Plan, may be amended in writing by mutual agreement of DTSC and Proponent. Such amendment shall be effective the third business day following the day the last party signing the amendment sends its notification of signing to the other party. The parties may agree to a different effective date.

20. Incorporation of Exhibits, Plans and Reports. All exhibits are incorporated into this Agreement by reference. All plans, schedules and reports that require DTSC's approval and are submitted by Proponent pursuant to this Agreement are incorporated in this Agreement upon DTSC's approval.

21. Reservation of Rights. DTSC reserves all of its statutory and regulatory powers, authorities, rights, and remedies under applicable laws to protect public health or the environment, including the right to recover its costs incurred therefore. Proponent reserves all of its statutory and regulatory rights, defenses and remedies available to the Proponent under applicable laws.

22. Non-Admission of Liability. By entering into this Agreement, Proponent does not admit to any finding of fact or conclusion of law set forth in this Agreement or any fault or liability under applicable laws.

23. Proponent Liabilities. Nothing in this Agreement shall constitute or be considered a covenant not to sue, release or satisfaction from liability by DTSC for any condition or claim arising as a result of Proponent's past, current, or future operations or ownership of the Site.

24. Government Liabilities. The State of California or DTSC shall not be liable for any injuries or damages to persons or property resulting from acts or omissions by Proponent or by related parties in carrying out activities pursuant to this Agreement, nor shall the State of California or DTSC be held as a party to any contract entered into by Proponent or its agents in carrying out the activities pursuant to this Agreement.

25. Third Party Actions. In the event that Proponent is a party to any suit or claim for damages or contribution relating to the Site to which DTSC is not a party, Proponent shall notify DTSC in writing within 10 days after service of the complaint in the third-party action. Proponent shall pay all costs incurred by DTSC relating to such third-party actions, including but not limited to responding to subpoenas.

26. California Law. This Agreement shall be governed, performed and interpreted under the laws of the State of California.

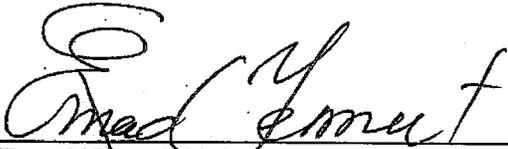
27. Severability. If any portion of this Agreement is ultimately determined not to be enforceable, that portion will be severed from the Agreement and the severability shall not affect the enforceability of the remaining provisions of the Agreement.

28. Parties Bound. This Agreement applies to and is binding, jointly and severally, upon Proponent and its agents, receivers, trustees, successors and assignees, and upon DTSC and any successor agency that may have responsibility for and jurisdiction over the subject matter of this Agreement. Proponent shall ensure that its contractors, subcontractors and agents receive a copy of this Agreement and comply with this Agreement.

29. Effective Date. The effective date of this Agreement is the date of signature by DTSC's authorized representative after this Agreement is first signed by Proponent's authorized representative. Except as otherwise specified, "days" means calendar days.

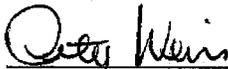
30. Representative Authority. Each undersigned representative of the party to this Agreement certifies that she or he is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind the party to this Agreement.

31. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but such counterparts shall together constitute one and the same document.



Emad Yemut, Unit Chief
Cleanup Program
Department of Toxic Substances Control

Date: 1/3/2013



Peter Weiss
City Manager
City of Oceanside

Date: 12-17-12

APPROVED AS TO FORM
OCEANSIDE CITY ATTORNEY

BARBARA L. HAMILTON
Assistant City Attorney

Exhibit A

EXHIBIT A
SITE LOCATION MAP

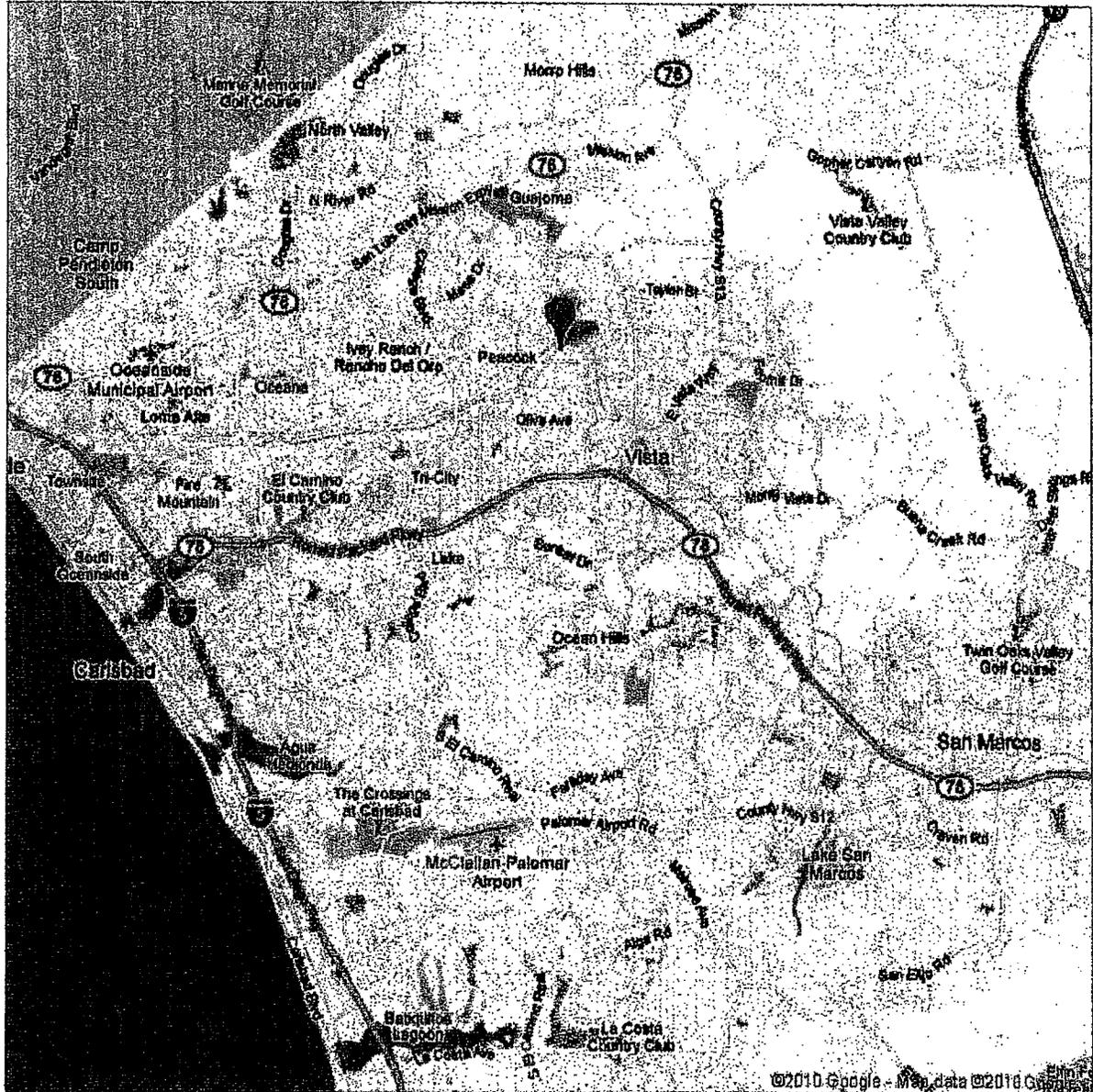
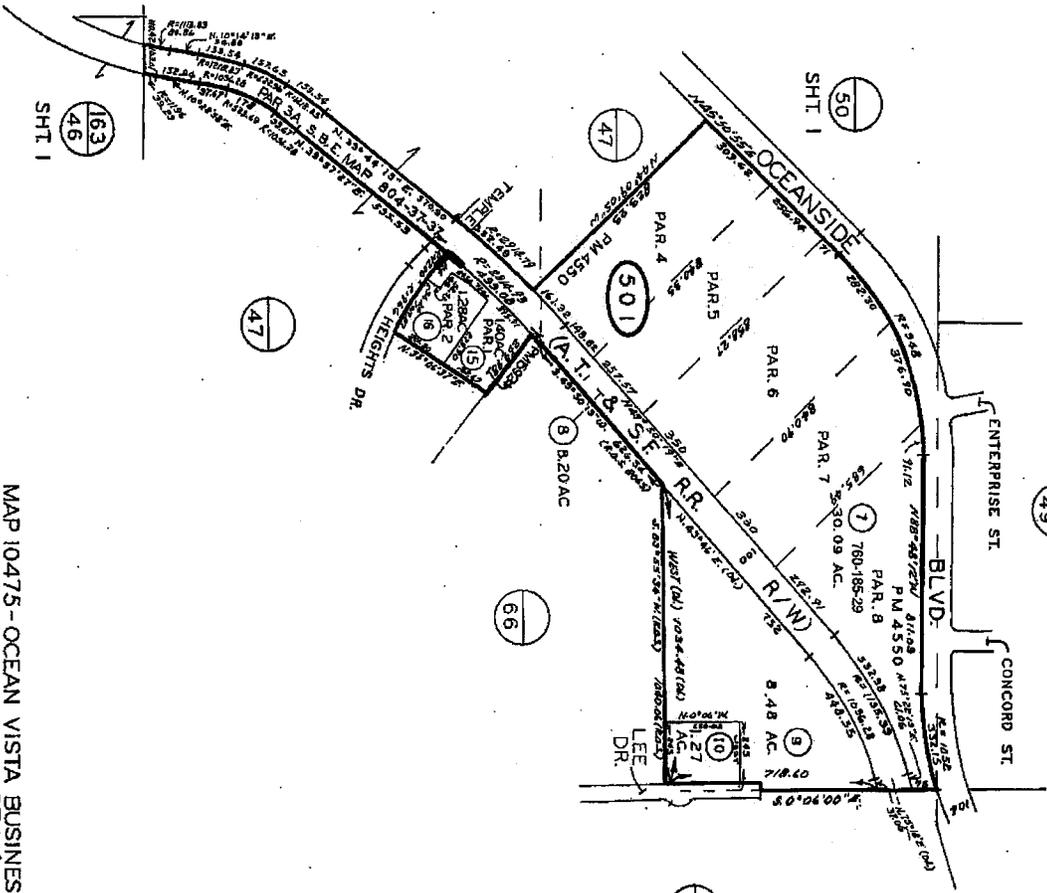


Exhibit B

EXHIBIT B
ASSESSOR'S PARCEL MAP

SAN DIEGO COUNTY
ASSESSOR'S MAP
BOOK 161, PAGE 50, SHIT 2 OF 2

THIS MAP WAS PREPARED FOR ASSESSOR'S PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN HEREIN. THE USER ASSUMES ALL LIABILITY FOR ANY INACCURACIES OR OMISSIONS. THIS MAP DOES NOT CONFLICT WITH LOCAL, STATEWIDE OR BUILDING ORDINANCES.



MAP 10475-OCEAN VISTA BUSINESS PARK UNIT NO 2
SEC. 14-T11S-R4W - POR. SE 1/4
ROS 8065,

CHANGES			
BLK	OLD	NEW	CUT
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503	1-12	02/10/02	
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505	1-12	02/10/02	
506	1-12	02/10/02	
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161-50
SHT. 20F 2
1"=400'
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2/4/2003 ESN

Exhibit C

EXHIBIT C

SITE MAP



Exhibit D

***A*dvantage *E*nvironmental
*C*onsultants, LLC**

POST-CLOSURE MONITORING AND MAINTENANCE PLAN

Vista Burn Site - French Field
Oceanside, California

AEC Project No. 10-080SD
July 20, 2012

Presented to:

San Diego Solid Waste Local Enforcement Agency
5500 Overland Avenue, Suite 170
San Diego, California 92123

and

California Department of Toxic Substances Control
5796 Corporate Avenue
Cypress, California 90630

On Behalf Of:

City of Oceanside
300 North Coast Highway
Oceanside, California 92054

Prepared by:

Advantage Environmental Consultants, LLC
145 Vallecitos De Oro, Suite 201
San Marcos, California 92069
Phone (760) 744-3363 • FAX (760) 744-3383

Post-Closure Monitoring and Maintenance Plan

**Vista Burn Site - French Field
Oceanside, California**

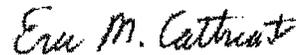
Advantage Environmental Consultants, LLC has prepared this Post-Closure Monitoring and Maintenance Plan for the above referenced property on behalf of the City of Oceanside. This plan was completed in accordance with the standards of care exercised by environmental professionals in the industry and under the technical direction of the undersigned.



Dan Weis, R.E.H.S., REA
Branch Manager
Western Regional Office

7/20/2012

Date



Eric M. Cathcart, MS, PG, REA
Senior Geologist
California PG# 7548

7/20/2012

Date

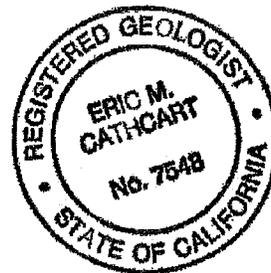


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1.0 INTRODUCTION

1.1 Introduction

This Post-Closure Monitoring and Maintenance Plan (PCMMP) has been prepared by Advantage Environmental Consultants, LLC (AEC) on behalf of the City of Oceanside for the former Vista Burn Site (aka French Field) located in the City of Oceanside, California ("Site"). A Vicinity Map depicting the general location of the Site is included as Figure 1. The site has also been historically known as the Vista Dump and Vista I Burnsite. AEC recently conducted oversight of the implementation of the Final Removal Action Workplan (RAW) for the project dated January 19, 2011 and approved by the California Environmental Protection Agency, Department of Toxic Substances Control (DTSC) on January 26, 2011. The RAW identified multiple alternatives that were evaluated to remediate areas where burn ash and dump debris were previously identified in surface and subsurface soil at the Site. Of the multiple remedial alternatives evaluated in the RAW, a consolidation and capping remedial alternative was selected to include consolidating burn ash and dump debris within the footprint of the burn site and capping it with a minimum one foot cap of clean soil. Construction activities included the import and placement of 57,329.45 tons (33,525.99 cubic yards) of clean fill to the Site. The review of this document is being conducted by the DTSC under a Voluntary Cleanup Agreement (VCA) dated October 5, 2005. In addition, the County of San Diego Department of Environmental Health (DEH) Solid Waste Local Enforcement Agency (LEA), the lead regulatory agency who will regulate the subject Site in the future under the authority of the Public Resources Code (PRC), Titles 14 and 27 of the California Code of Regulations (CCR) and San Diego County Code, will also review this plan. Under this authority, the LEA will inspect and enforce post closure maintenance at the Site.

This PCMMP addresses long-term monitoring and maintenance of the Site after completion of the consolidation and capping work that was completed in accordance with the RAW for the project. This PCMMP is also required as a condition for the DTSC to certify closure of the Site. In addition, this plan is also required by the LEA as a condition of that agency commencing oversight of the closed landfill.

1.2 Plan Objectives

The purpose of this PCMMP is to fulfill the requirements of Title 27 of the California Code of Regulations (27 CCR) set forth for inactive disposal sites. Plan objectives are as follows:

- Identify regulatory requirements and appropriate measures necessary to meet compliance standards;
- Provide a plan for post-closure monitoring, inspections and maintenance at the Site and describe additional corrective actions that may be necessary to maintain performance criteria and identify who will be responsible to perform these actions; and
- Assist the overseeing regulatory agencies in evaluating whether or not specified post-closure monitoring and maintenance activities are being conducted in accordance with the PCMMP.

1.3 Regulatory Oversight

In April 2005, GeoSyntec Consultants of San Diego, California prepared a Solid Waste Water Quality Assessment Test Report pertaining to the Site to the San Diego Regional Water Quality

Control Board (SD-RWQCB) in compliance with SD-RWQCB Order R9-2002-0166. The assessment was completed on behalf of the County of San Diego who formerly operated the burn dump operation at the Site. The SD-RWQCB did not indicate that further investigation of groundwater at the Site was necessary. Shortly after the Solid Waste Water Quality Assessment Test Report was completed, the DTSC assumed primary jurisdiction of the Site and served as the overseeing agency for additional assessment completed at the Site as well as the implementation of the RAW. In 2005, the City of Oceanside entered into a voluntary cleanup agreement with DTSC for such purposes.

For future long-term operations and maintenance, the County of San Diego DEH Solid Waste LEA will regulate the subject Site under the authority of the PRC, CCR Titles 14 and 27 and San Diego County Code. Under this authority, the LEA will inspect and enforce post closure maintenance at the Site and will base its oversight in part on compliance with this PCMMP. The California Department of Resources Recycling and Recovery (CalRecycle) Closure and Technical Services Section is responsible for ensuring that the LEA is following proper inspection and enforcement procedures during the future operations and maintenance of the Site.

In addition, a Land Use Covenant (LUC) in the form of a Deed Restriction is being concurrently drafted by the DTSC to be executed by the City of Oceanside. The Deed Restriction includes provisions to restrict excavation of soils without prior notification to DTSC, restrict installation of production wells for drinking or irrigation waters and prevent redevelopment or significant maintenance of the engineered cap without DTSC's prior knowledge and approval. As part of the LEA's future oversight of long-term operations of maintenance of the engineered cap, inspection reports and other documents drafted by the LEA will also be transmitted by this agency to the DTSC for its files.

2.0 SITE IDENTIFICATION, HISTORY AND BACKGROUND

2.1 Site Location/Legal Description

The Site consists of two legal parcels totaling 9.75 acres. The parcels currently have no recorded physical addresses and are identified by County of San Diego Assessor's Parcel Numbers 161-501-09-00 (8.48 acres) and 161-061-10-00 (1.27 acres). The Site was formerly associated with a physical address of 1300 Lee Drive. The main entrance to the Site (southeast corner) is situated approximately 300 feet northwest of the intersection of Lee Drive and North Avenue.

2.2 Site Owner

The Site is currently owned by the City of Oceanside. The designated contact for the Site owner is Mr. Hans Kiel Koger, Public Works Division Manager of the City of Oceanside. Mr. Koger's contact information is as follows:

Hans Kiel Koger
Public Works Division Manager
City of Oceanside
300 North Coast Highway
Oceanside, California 92054
Ph (Office): 760.435.5089
Ph (Cell): 760.535.0062
Email: HKKoger@ci.oceanside.ca.us

2.3 Topography/Geology/Hydrogeology

Pre-grading/capping elevations at the Site ranged from approximately 350 feet above mean sea level in the Loma Alta Creek channel to approximately 405 feet above mean sea level in the southeastern portion of the Site. The Site is situated within Section 14, Township 11S, Range 4W, San Bernardino Base and Meridian on a gently northwest-sloping plan, adjacent to the Loma Alta Creek drainage. Published geologic maps for the area indicate that the artificial fill material and burn ash at the Site are underlain by Tertiary-age sediments known as the Santiago Formation. This formation is generally described as light colored, interbedded, varicolored fine sandstone, siltstone and mudstone. The Site is situated within the Loma Alta Hydrologic Area (HA) of the Carlsbad Hydrologic Unit. Groundwater within the Loma Alta HA has existing beneficial groundwater uses for industrial service supply, and has been excepted from municipal and domestic supply purposes. Surface water in Loma Alta Creek has several beneficial use designations.

2.4 Current and Future Land Use

At the time of the drafting of this plan, the Site is a capped landfill that has been graded in a configuration that is anticipated to facilitate the construction of an athletic complex to consist of three ball fields, parking, landscaping and several auxiliary structures. Construction of the athletic facility has not commenced at the time of this plan. Use of the Site is currently governed by a 1993 Property Use Agreement between the City of Oceanside and the City of Vista, which designates Vista American Little League (VALL) as a user of the Site. As such, there is no date determined at this time as to when VALL will be occupying the Site.

2.5 Site History and Background

The County of San Diego operated a burn dump on the Site from approximately 1944 to 1967 that accepted municipal and residential refuse. County of San Diego waste disposal operations ceased in early 1967 as a result of complaints from residents about smoke and ash from burning the waste. The Vista Burn Site was closed shortly after the county ceased waste disposal operations. In 1974, the Vista Burn Site was utilized by the Vista Bobby Sox League, which added more cover material and constructed baseball fields on the Site. The construction of the ball fields required a substantial amount of fill material and grading. The subject Site is currently owned by the City of Oceanside and was most recently used by VALL pursuant to a Property Use Agreement between the City of Oceanside and the City of Vista. Following the discovery of burn ash/landfill materials during the installation of new light poles at the Site, the baseball fields were closed in 2005 for the purpose of investigating potential health risks to the public and the environment resulting from the former landfill/burn dump operation.

Based on the results of prior environmental assessments conducted under DTSC oversight, the Site was found to consist of approximately 155,000 cubic yards of fill material of which approximately 45,000 cubic yards was characterized as burn ash. Burn ash commonly contains chemicals that are known to cause risks to human health and the environment. It was recommended in a Preliminary Environmental Assessment (PEA) completed at the Site that containment through consolidation, capping and institutional controls to reduce the risks posed to human and ecological receptors should be conducted and it was concluded that the contaminants of potential concern at the Site would pose a negligible threat to human health and the environment after the remedy was implemented.

The Final RAW for the Site was prepared by AEC on behalf of the City of Oceanside. The RAW was prepared in general accordance with California Health and Safety Code Sections 25323.1 and 25356.1 and the California Environmental Protection Agency, DTSC September 23, 1998, guidance memorandum on removal action workplans. The RAW was prepared to provide the basis for an evaluation and selection of removal alternatives that would be implemented at the Site to reduce the potential for human exposure and health risk related to burn ash and dump debris. Removal action alternatives were individually evaluated based on overall protection of human health and the environment, short-term and long-term effectiveness, reduction of toxicity, mobility or volume, implementability, regulatory and community acceptance and cost. The three removal action alternatives evaluated included:

- No Action;
- Consolidation, Capping and Institutional Controls; and
- Excavation and Off-Site Disposal.

The no action alternative was considered for baseline comparison to the other alternatives. The consolidation and capping alternative considered consolidating burn ash and dump debris within the footprint of the burn site and capping it with a minimum of one foot of clean soil. Since the burn ash and dump debris would remain on the Site, land use controls would be required to minimize the potential for disturbance of and exposure to the underlying burn ash and dump debris. The excavation alternative involved excavation of soil that contains burn ash and dump, off-site disposal and backfilling with clean soil to an acceptable grade. Based on the results of the PEA investigation and the evaluation of removal alternatives, the preferred remedy was identified as consolidation and capping.

The implementation of the RAW is described in detail in AEC's Closure Report for the project which has been provided to the DTSC and LEA for its files. Prior to the remedial capping work conducted by the selected contractor for the project, AEC conducted several pre-construction activities that were required to effectively complete the capping work. Such studies/activities included a biological constraints analysis, nesting/breeding bird survey, groundwater monitoring well sampling, destruction of select groundwater monitoring wells, import fill soil selection and evaluation and preparation of a worker health and safety plan.

AEC's field monitoring during displacement of existing landfill soils and import of clean fill material commenced on May 23, 2011 and ended on August 3, 2011. AEC also completed several brief visits to the Site during the pre-grading weed abatement and tree removal activities. The length of time AEC staff spent on-site during the monitoring activities was based on professional judgment and also depended on the planned contractor activities for the days in question.

Initial displacement of soil at the Site primarily consisted of the over-excavation of future capped areas to be excavated during construction of future improvements. Such areas included future light pole foundations, spread footings and slab areas for structures, trenches for utilities (i.e. sewer lines, storm drain lines, etc.) and other miscellaneous future improvements. Spoils of in-place soils (i.e. landfill materials) and oversized material (i.e. concrete rubble) were temporarily stockpiled adjacent to the excavated areas and then spread in thin lifts and select areas throughout other portions of the Site that required fill material. The majority of the soil observed during the over-excavation work consisted of what appeared to be non-impacted soil and also debris-laden fill material. Limited areas of burn ash were observed during this portion of the project. The over-excavated areas were dug as deep as required so that existing landfill materials would not be disturbed or exposed during the future construction of structures at the Site (i.e. Phase 2 improvements). The limit of the underlying waste materials was the entire Site area. The Soil Cap Certification Map for the project is included as Appendix A which shows the surface elevations of the waste material after over-excavation spoils were spread, the surface elevations of the finished cap and the depth of cover at grid points over the entire Site. In all cases, a one foot minimum cap depth is exceeded.

Following the completion of over-excavation activities and spreading of existing soils to other portions of the Site requiring fill material, the import of clean soil to the Site commenced and was placed in temporary stockpiles adjacent to each area that was previously over-excavated. The clean-import soil was then placed in lifts within the excavated areas and compacted to requirements as required by the geotechnical consultant for the project. Upon completion of backfill of over-excavated areas with clean fill material, the mass hauling and grading of the clean fill material commenced in such areas. A total of 57,329.45 tons of clean import soil was delivered to the Site during the completion of the capping work. This tonnage corresponded to an estimated 33,525.99 cubic yards of soil. Soil was imported to the Site between May 25, 2011 and August 4, 2011.

Upon the placement of at least 14-inches of clean-import soil in the three future ball field areas, numerous 1-inch diameter and 12-inch long schedule 40 PVC pipes were installed in the future in-field areas (where the most wear and/or erosion is expected) of the fields and in select outfield areas. The installation of the PVC markers was observed by AEC staff and the locations of such markers are included on the approved grading plan for the project. Sheet 12 of 13 of the approved grading plan for the project which shows the locations of the PVC depth markers is included in Appendix A of this PCMMMP. The purpose of the pipes is to serve as a marker to show where the minimum one foot cap extends. The pipes are orange in color and

were anchored at the base of the cap so that they can be easily seen and not easily removed (if exposed in the future). If wear were to occur to within 12 inches of the base of the capped landfill materials, the top of the pipe(s) would become exposed and would indicate when additional clean fill material would need to be added. These markers will also aid in determining whether additional clean fill will be needed to prevent persons using the ball fields from coming in direct contact with capped landfill soils. In addition, future changes in land use (if applicable) could disturb and penetrate the cap, resulting in the potential for exposure. The installation of the PVC markers included hand or mechanical excavation of small boreholes to the bottom of the clean import soil and top of the former landfill materials. Following placement of the markers in the appropriate locations, the boreholes were backfilled and continued capping/grading of clean fill material commenced in areas where additional fill soils were required. Continuous dust monitoring was conducted during the capping/grading operations. During such monitoring activities, AEC did not note conditions that represented a concern to worker and/or public safety. In addition, there were no known public or worker complaints during the course of this phase of work for the project.

Based on AEC's observations and air monitoring completed during the grading and capping activities, it was stated in the Closure Report that it was AEC's opinion that the RAW was adequately implemented and that no significant deviations that would alter the requirements under the RAW occurred during the completion of the work. As such, the construction work completed during the capping of the landfill did not result in hazardous conditions to on-site workers or the surrounding public. In addition, with the successful implementation of the selected remedy for the Site, the Site and its associated in-situ landfill materials do not pose a threat to human health (including users of the future ball fields) and the environment. The former landfill has been capped with a minimum of 12-inches of clean, import soil and most areas, is capped with fill of greater thickness as required for proper drainage of the Site. As such, AEC, on behalf of the City of Oceanside, requested DTSC's concurrence that the RAW for the Site was properly implemented. DTSC has concurred with AEC's opinions as stated in the Closure Report.

3.0 RESPONSIBLE PARTIES

3.1 Current Property Owner and Responsible Party

As stated previously, the Site is currently owned by the City of Oceanside. The County of San Diego (former operator of the burn dump) is considered to be the responsible party. However, per an agreement between the City of Oceanside and the County of San Diego, the City of Oceanside has assumed responsibility for the long-term monitoring and maintenance of the Site. The contact information for the City of Oceanside representative responsible for management of the closed disposal site is as follows:

Hans Kiel Koger
Public Works Division Manager
City of Oceanside
300 North Coast Highway
Oceanside, California 92054
Ph (Office): 760.435.5089
Ph (Cell): 760.535.0062
Email: HKKoger@ci.oceanside.ca.us

3.2 Change of Ownership Notification Requirements

In the event that title to the Site is to be transferred to another party, the City of Oceanside will be responsible for providing written disclosure to the applicable party that there is a closed disposal site on the property and that any party assuming title will be responsible for future post-closure operations, maintenance and regulatory compliance unless otherwise noted by the City. In addition, the City of Oceanside will require that the subsequent owner make and require this same disclosure to and for all potential future successors, to explicitly inform them of the existence of this PCMMP and the related LUC that will be recorded against the Site. As stated previously, the LUC in the form of a Deed Restriction is being drafted by the DTSC to be executed by both the DTSC and the City of Oceanside. The Deed Restriction includes provisions to restrict excavation of soils without prior notification to DTSC, restrict installation of production wells for drinking or irrigation waters and prevent any redevelopment or significant maintenance of the cap without DTSC's prior knowledge and approval. In addition, Title 27 CCR Section 21630 (Change of Owner, Operator, and/or Address) requires that the City notify in writing both the LEA and CalRecycle 45 days prior to an anticipated transfer of title. This notification must include the name, address and phone number of the new owner/operator.

4.0 ENVIRONMENTAL MONITORING

As referenced in Title 27 CCR requirements, ongoing monitoring is required for cap maintenance and may be required at a given property for groundwater, stormwater and landfill gases.

4.1 Groundwater Monitoring

Four groundwater monitoring wells (MW-1 through MW-4) were installed at the Site during the completion of the Solid Waste Water Quality Assessment Test Report by Geosyntec and five additional wells (MW-5 through MW-9) were installed during additional assessment at the Site under DTSC oversight. A site plan with the well locations is included as Figure 2. The DTSC indicated that groundwater monitoring wells MW-2, MW-5, MW-6, MW-8 and MW-9 should remain in-tact for use during post remediation groundwater monitoring activities and that groundwater monitoring wells MW-1, MW-3, MW-4 and MW-7 could be abandoned prior to initiation of the remedial activities. Of the five wells remaining in-tact, three are situated within the limits of the parcels that comprise the subject Site (MW-2, MW-6 and MW-8). Wells MW-5 and MW-9 are situated off-site to the east beyond the Lee's Recycling facility (MW-5) and on a southern adjacent commercial property within its parking lot (MW-9). Prior to the abandonment of the four wells specific above, all wells in the nine well array were gauged and sampled.

Analytical results from the 2010 sampling event were compared to 2007 groundwater sampling results obtained during prior environmental assessment conducted under DTSC oversight. Based on a comparison between the two analytical data sets, AEC concluded that the December 2010 sampling event results were comparable to the 2007 event. In addition, the overall magnitude and number of analytes detected were similar with less analytes detected above the laboratory reporting limits in the 2010 results. The only exceedence of a maximum contaminant level (MCL) for metals or VOCs was for the metal barium found in off-site well MW-9. No metals concentrations exceeding MCLs were found in any other well. Various VOCs were detected in one on-site groundwater monitoring well (MW-4) at concentrations below MCLs. VOCs were not detected at or above laboratory reporting limits in any other groundwater sample. As such, groundwater conditions beneath the Site were not considered by AEC to be adversely impacted by the former use of the Site as a landfill/burn dump or other historical use.

AEC will make a request to the SD-RWQCB that during the first groundwater monitoring event associated with post-closure requirements, remaining monitoring wells MW-5, MW-6, MW-8 and MW-9 should be sampled. Monitoring well MW-2 was damaged during grading activities, resulting in a decrease of its length by approximately four vertical feet. However, upon further review of well construction details pertaining to MW-2 as included in the Geosyntec Solid Waste Water Quality Assessment Test Report, this well is not considered useful for decision making purposes related to groundwater quality beneath the Site as it was constructed as an occluded well (i.e. the static groundwater table is well above the screened interval of the monitoring). As such, AEC will request that this well be removed from future sampling activities and remain in place until it is destroyed. If groundwater conditions remain consistent with those seen during the sampling event conducted during the implementation of the RAW, AEC will also request that groundwater monitoring wells MW-2, MW-5 and MW-9 be properly destroyed under permit with the County of San Diego DEH and the two most down-gradient wells at the Site (MW-6 and MW-8) remain for future use. All recommendations and requests pertaining to groundwater monitoring and evaluation will be presented to the SD-RWQCB for its review and comment.

4.2 Stormwater Monitoring

Post construction stormwater requirements for the Site include maintaining the stormwater retention areas and storm drain facilities constructed at the Site to ensure that they are functioning properly. In addition, once construction of the proposed athletic complex is complete, City of Oceanside Standard Urban Stormwater Mitigation Plan (SUSMP) requirements will prevail and require that permanent best management practices (BMPs), which include bioretention facilities, remain in place and are maintained in perpetuity at the Site. General recommendations for the ongoing maintenance requirements for the bioretention areas as prepared by The California Stormwater Quality Association (Specification TC-32) is included as Appendix B of this PCMMP. The use of bioretention facilities is supported by measured depths to groundwater beneath the Site. In addition, the Site bioretention facilities were designed as a part of the grading plan for the Site and required minimum one foot cap requirement for the Site. The one foot minimum soil cap depth is exceeded over the entire Site, including the bioretention areas.

In addition, catch basins and outfalls will be inspected after significant rain events (one-quarter inch or greater) to ensure that inlet grates and headwalls are clear and unobstructed and to ensure that no significant buildup of sediment or debris that may affect the functionality of the system has occurred. The Ordinance Enforcement Supervisor of the City of Oceanside Department of Public Works will be responsible for ensuring that the maintenance of the bioretention facilities and inspection of catch basin and outfalls is properly conducted. Sheet 3 of 13 of the approved grading plan for the project which shows the locations of catch basins and outfalls at the Site is included in Appendix A of this PCMMP.

4.3 Landfill Gas Monitoring

Based on the results of prior assessment work completed under DTSC oversight, methane gas is not present at the Site at concentrations that require ongoing landfill gas monitoring. Therefore, no ongoing landfill gas monitoring program and no landfill gas mitigation system are considered to be warranted.

5.0 SITE MONITORING AND MAINTENANCE

The sections below identify post-closure maintenance requirements as required by Title 27 CCR and the measures that will be employed to comply with such requirements. In addition to the routine inspections conducted by the County LEA for regulatory compliance, the City of Oceanside will be performing at least quarterly self-audits to assess Site maintenance and any needs for corrective action. Annual audit reports will be submitted to the LEA on February 1 of each year. Such annual reports will also be submitted concurrently to the DTSC for fulfillment of the annual inspection requirement under the LUC. These reports will describe the results of the quarterly inspections, including the condition of paving, the engineered cap and other improvements, any problems noted or repairs or maintenance performed special occurrences and the timelines for completion of ongoing repairs. Inspections similar to those to be conducted by the City of Oceanside will also be conducted by VALL. Such inspections are anticipated to be conducted more frequently than quarterly and will likely occur before each day of sporting activity conducted at the Site concurrently with the striping of fields and general field maintenance. The Ordinance Enforcement Supervisor of the City of Oceanside Department of Public Works will be responsible for ensuring that adequate inspections are conducted at the Site and will also be responsible for submitting the annual audit report to the LEA.

5.1 Site Security – 27 CCR Section 20530

Prior to the construction of the proposed athletic facility, unauthorized access by persons and vehicles will be prevented by the current perimeter fencing system. Restricted access signs will also be posted along the Site boundary and will be constructed of a durable material, such as metal or plastic, and will be written in both English and Spanish. The signs will read "No Trespassing" and/or other appropriate content. The signage will also provide the telephone number of the Ordinance Enforcement Supervisor of the City of Oceanside Department of Public Works for emergency notification. All barriers and gates will be routinely inspected for structural damage, weathering, vandalism and missing or damaged warning signage. In the event that unauthorized access is identified during Site inspections, the Ordinance Enforcement Supervisor of the City of Oceanside Department of Public Works will be immediately notified and proper action will be taken accordingly.

5.2 Grading of Fill Areas – 27 CCR Section 20650

The Site has been mass graded to promote lateral runoff of precipitation and to prevent ponding. The overall condition of the grading will be visually inspected on a quarterly basis (including one inspection before the rainy season) and after significant rainfall events. If differential settlement is noted, such as ponding or low spots, then repair will be performed as necessary and maintenance will begin at the earliest time feasible. The Ordinance Enforcement Supervisor of the City of Oceanside Department of Public Works will be responsible for ensuring that all proper inspections are conducted.

5.3 Site Maintenance – 27 CCR Section 20750

The preventative maintenance program for the Site will be in place to allow for the prompt repair and/or correction of conditions with respect to requirements established by the LEA. Any preventative maintenance needs will be identified through a quarterly inspection of the engineered cap, parking lot and surrounding areas within the Site limits. When the ball fields are constructed at the Site, they will be inspected as part of the engineered cap. Visual inspections will be conducted to identify evidence of differential settlement and erosion of the engineered cap/ballfields. Further inspections will include an examination of asphalt cover,

catch basins, surface drainage, vegetative cover, monitoring wells and security features. The Ordinance Enforcement Supervisor of the City of Oceanside Department of Public Works will be responsible for ensuring that all proper inspections are conducted.

5.3.1 Maintenance of Asphalt Paving

Visual inspections of asphalt paving shall be focused on evidence of the following:

- Differential settlement, such as ponding or sagging of pavement; and
- Cracking of pavement and/or other signs of deterioration.

If damaged or failing pavement that might result in water infiltration to the subsurface is noted, repairs will be made as follows:

- An asphalt overlay may be required to maintain proper surface drainage. When necessary, import of additional soil may be used to raise the damaged area to the appropriate sub-grade and a fabric interlay may be coupled with the asphalt pavement to increase the strength of the paving section and avoid future sagging.
- An asphalt-based seal coat shall be used to seal minor cracking of the pavement. Areas with excessive cracking may be saw-cut and the pavement section replaced.
- An asphalt-based seal coat may also be used in areas in which the pavement has deteriorated and surface aggregate has loosened.

The Ordinance Enforcement Supervisor of the City of Oceanside Department of Public Works will be responsible for ensuring that all proper inspections are conducted and repairs are made as required.

5.3.2 Maintenance of Unpaved Areas

Visual inspection of grounds will be conducted to locate evidence of differential settlement. In addition, inspections will include evaluations for the presence of exposed PVC indicator markers that were placed in future anticipated ball field areas during grading. Repair of differential settlement and ponding conditions in unpaved areas shall be conducted by importing and compacting soil in such areas. Visual inspection will also include locating evidence of damage caused by animals (burrows, holes, damaged vegetation etc.). If damage caused by animals is noted, appropriate vector control measures will be taken. The Ordinance Enforcement Supervisor of the City of Oceanside Department of Public Works will be responsible for ensuring that all proper inspections are conducted and repairs are made as required.

As stated previously, the City of Oceanside will be performing at least quarterly self-audits to assess Site maintenance and any needs for corrective action. Annual audit reports will also be submitted to the LEA on February 1 of each year and concurrently to the DTSC for fulfillment of the annual inspection requirement under the LUC. Inspection reports will report on general Site conditions, conditions of the paved and unpaved portions of the cap and whether or not maintenance has been needed and completed. In the event that repairs to the paved and/or unpaved portions of cap are required, the City of Oceanside will notify the LEA and the DTSC that such activities will be occurring. Repairs will then be conducted to the satisfaction of the regulatory agencies. Similar to the capping material used during the implementation of the

selected remedy, any clean fill delivered to the Site for repair related purposes (due to erosion or other reasons) will meet requirements of the DTSC Clean Fill Advisory.

A five year review of the remedy will also be completed by the City of Oceanside as part of satisfying requirements of the LUC and will be submitted to the DTSC and the LEA. The five year report will include copies of all inspection reports, groundwater sampling results, descriptions of any repairs that are required during the term and other pertinent information.

5.3.3 Maintenance of Storm Drainage and Erosion Control

Post construction stormwater requirements for the Site include maintaining the stormwater retention areas and storm drain facilities constructed at the Site to ensure that they are functioning properly. In addition, once construction of the proposed athletic complex is complete, City of Oceanside SUSMP requirements will prevail and require that permanent BMPs, which include bioretention facilities, remain in place and are maintained in perpetuity at the Site. In addition, catch basins and outfalls will be inspected after significant rain events to ensure that inlet grates and headwalls are clear and unobstructed and to ensure that no significant buildup of sediment or debris that may affect the functionality of the system has occurred. The parking lot surfaces will also be inspected for evidence of accumulated trash, debris and sediment. These areas will be swept and cleaned on a routine basis. To repair any erosion damage, impacted areas will be repaired/re-graded and BMPs will be implemented as needed. Vegetative slope cover will also be visually inspected for erosion control and slope protection purposes. Slopes, eroded surfaces and areas of dead vegetation will be repaired by replanting and reseeding as required with appropriate plant species. Sheet 3 of 13 of the approved grading plan for the project which shows the locations of stormwater retention areas and storm drain facilities at the Site is included in Appendix A of this PCMMP. The Ordinance Enforcement Supervisor of the City of Oceanside Department of Public Works will be responsible for ensuring that all proper inspections are conducted and repairs are made as required.

5.3.4 Maintenance of Landscaping

For the purposes of this PCMMP, landscaping is assumed to be any plants and/or turf that will be installed at the Site for the construction of the proposed ball fields. To the extent feasible, landscaping will include the use of shallow rooting, drought tolerant plants and grasses. Irrigation systems will be monitored and controlled by trained staff. The irrigation systems will be inspected while in operation, and components of the irrigation system will be inspected, adjusted and repaired as needed. The Ordinance Enforcement Supervisor of the City of Oceanside Department of Public Works will be responsible for ensuring that all proper inspections are conducted and repairs are made as required.

5.4 Leachate Control – 27 CCR Section 20790

Leachate has not been reported or observed at the Site. In the unlikely event that evidence of leachate is discovered at the surface, the incident will be addressed using procedures found in the Waste Releases section of the Emergency Response Plan (Section 6.6.5).

5.5 Drainage and Erosion Control – 27 CCR Section 20820

The drainage system at the Site has been designed and maintained to:

- Ensure integrity of structures and other improvements;
- Prevent safety hazards; and
- Prevent exposure of waste.

The drainage system has also been designed to prevent run-on and runoff from adversely affecting the integrity of the engineered cap. The inspection and maintenance of drainage and erosion control features will follow City of Oceanside storm water requirements and provisions described in Section 5.3 above which will be conducted before the rainy season and after significant rainfall events.

5.6 Litter Control – 27 CCR Section 20830

Any litter shall be controlled, routinely collected and disposed of properly. Controls shall prevent the accumulation, or off-site migration, of litter in quantities that create a nuisance or cause other problems. Visual inspections will be conducted on a regular basis for the presence of accumulated trash and debris. The parking lots and other public areas will be swept and/or cleared of trash and debris and trash receptacles will be provided in these areas. The Ordinance Enforcement Supervisor of the City of Oceanside Department of Public Works will be responsible for ensuring that all proper inspections and mitigative measures are conducted.

5.7 Gas Control – 27 CCR Section 20919

As stated previously, based on the results of prior assessment work completed under DTSC oversight, methane gas is not present at the Site at concentrations that require ongoing landfill gas monitoring. Therefore, no ongoing landfill gas monitoring program and no landfill gas mitigation system are considered to be warranted.

5.8 Post Closure Land Use – 27 CCR Section 21190(c)

27 CCR Section 21190(c) states the following:

All proposed postclosure land uses, other than non-irrigated open space, on sites implementing closure or on closed sites shall be submitted to the EA, RWQCB, local air district and local land use agency. The EA shall review and approve proposed postclosure land uses if the project involves structures within 1,000 feet of the disposal area, structures on top of waste, modification of the low permeability layer or irrigation over waste.

As stated previously, at the time of the drafting of this plan, the Site is a capped landfill that has been graded in a configuration that is anticipated to facilitate the construction of an athletic complex to consist of three ball fields, parking, landscaping and several auxiliary structures. Construction of the athletic facility has not commenced at the time of this plan. As such, there is no date determined at this time as to when VALL will be occupying the Site. However, prior to VALL occupying the Site, any additional regulatory notifications of such a use in addition to the LEA and the DTSC will be made by the City of Oceanside. No further development or improvements of any kind will be allowed on the Site without prior approval of the LEA and the DTSC. Further details regarding Site restrictions are included in the LUC for the Site.

6.0 EMERGENCY RESPONSE PLAN

The purpose of the Emergency Response Plan (ERP) is to outline procedures to be implemented in the event an emergency action is required during post-closure operations and maintenance activities. The ERP identifies those occurrences that may cause disruption of the engineered cap and represent a potential risk to public health and safety and the environment.

The primary elements of the ERP are as follows:

- Chain of command and notification procedures for emergency responses;
- Procedures and practices to follow during emergency response actions; and
- Reporting requirements for the emergency response actions.

The PCMMP of which the ERP is a part will be made available for public viewing at City of Oceanside offices. This plan will be available for viewing at the following location:

City of Oceanside
300 North Coast Highway
Oceanside, California 92054
Attn: Hans Kiel Koger
Public Works Division Manager
Ph (Office): 760.435.5089
Ph (Cell): 760.535.0062
Email: HKKogor@ci.oceanside.ca.us

The plan will also be maintained at VALL offices when their use of the Site commences.

6.1 Regulatory Requirements

The requirements for a post-closure ERP are found in 27 CCR Section 21130, which states:

(a) The operator shall maintain a written postclosure emergency response plan at the facility or at an alternate location as approved by the enforcement agency (EA). The emergency response plan must identify occurrences that may exceed the design of the site and endanger public health or the environment. The plan shall describe specific procedures that minimize these hazards to protect public health and safety. The events that the plan shall address include, but are not limited to vandalism, fires, explosions, earthquakes, floods, the collapse or failure of artificial or natural dikes, levees or dams, surface drainage problems and other waste releases.

(b) The emergency response plan shall contain the following:

- (1) identification of events which could require the implementation of emergency response actions. This section shall not apply to the gas monitoring provisions;
- (2) a description of the actions to be taken, and the sequence and implementation timetable needed to mitigate the conditions; and
- (3) a statement regarding the general availability of equipment required to mitigate each type of emergency.

(c) The operator shall amend the emergency response plan under the following conditions:

- (1) whenever a failure or release occurs for which the plan did not provide an adequate response;
- (2) when the postclosure land use and/or structures on the site change and these changes are not addressed in the existing plan; or
- (3) if the EA notifies the operator in writing that the current emergency response plan is inadequate under the provisions of this section. The notifying agency shall include within the written notice the items the plan needs to consider for it to comply with this section. The operator shall submit an amended emergency response plan to the EA within thirty (30) days of notification of an inadequacy.

(d) Whenever the operator amends the emergency response plan pursuant to §(c)(1 or 2), the operator shall submit a written copy of the amended plan to the EA.

6.2 Regulatory Requirements Emergency Response Plan Coordinator and Responsibilities

The identification of the occurrence of an emergency and appropriate emergency response actions will be made by an individual having both the authority and training to oversee implementation of the ERP. This individual is identified as the ERP Coordinator, whose responsibilities will include the following:

- Oversee and coordinate all emergency response activities.
- Communicate with the appropriate regulatory agencies in the event of an emergency.
- Ensure required documentation is transmitted to appropriate regulatory agencies for their approval and/or records.
- Review and revise this ERP as necessary.

The Ordinance Enforcement Supervisor of the City of Oceanside Department of Public Works will be the ERP Coordinator. All inspectors, maintenance crews and other personnel who potentially may be exposed to burn ash/waste materials at the Site are subject to the provisions of this ERP and should be familiar with its requirements and provisions. In the event that former landfill materials and/or burn ash are exposed, maintenance crews who will repair the impacted area will conduct such activities under a worker health and safety plan and therefore the employer of any personnel entering the Site will be responsible for the health and safety of their own employees. All contractors must also comply with Occupational Safety and Health Administration standards.

In the event of an injury or illness requiring emergency medical care, the hospital located nearest to the Site is as follows:

Tri-City Medical Center
4002 Vista Way
Oceanside, CA 92056
Emergency Room Phone: 760-940-3505

To reach the hospital indicated above, 1) leave the Site and travel south on Lee Drive, then turn right (west) on to North Drive and travel 1.1 miles. North Drive becomes Emerald Drive. Travel south on Emerald Drive for 1.4 miles. Turn right (southwest) on to West Vista Way. Travel approximately 1.0 mile on West Vista Way. The hospital will be on your right and follow signs for Emergency Room. A route map is included as Appendix C.

6.3 Emergency Response Plan Revisions

This ERP will be amended or revised under the following circumstances:

- There is a failure or release that was not adequately addressed in the plan with an appropriate response;
- Any change in post-closure land use at the Site; and
- Any changes in maintenance, monitoring, or inspections requirements during the postclosure operations and maintenance activities.

6.4 Equipment

The ERP Coordinator will make arrangements for all equipment required for emergency repairs. Such equipment may include but not be limited to backhoes, water trucks and dozers.

6.5 Employee Training

Emergency personnel shall have completed the 40-hour safety training requirements in accordance with Title 29 of Code of Federal Regulations (CFR) Section 1910.120, Hazardous Waste Operations and Emergency Response (HAZWOPER). Daily safety briefings will be held prior to work activities and all on-site personnel shall be required to attend. Topics of discussion and attendance will also be documented.

6.6 Potential Hazards and Corrective Actions

6.6.1 Vandalism

Vandalism is considered to be the deliberate destruction or defacement of Site property including fencing, groundwater monitoring wells, landscape vegetation, ball field related improvements, drainage related structures, additional structures that may be constructed at the Site, the engineered cap and final cover. The ERP Coordinator will inspect and evaluate the damage and loss due to any vandalism that occurs. If affected areas represent a potential public health and/or safety hazard, access to such areas will be restricted using signage and structural controls and corrective action will be taken as soon as possible.

Non-critical repairs (i.e., issues that do not encroach in to the former landfill material or burn-ash or do not represent a potential public health and/or safety hazard) will be scheduled at that same time and initiated within one week. Any acts of vandalism will be reported to the City of Oceanside Police Department and the LEA.

6.6.2 Fires and Explosions

Fire or explosion may be caused by ignition of brush, Site structures and other improvements constructed at the Site. As stated previously, based on the results of prior assessment work completed under DTSC oversight, methane gas is not present at the Site at concentrations that

require ongoing landfill gas monitoring. Therefore, fire and explosion hazard due to the accumulation of landfill gas in excess of its lower explosive limit is considered to be highly unlikely. On-site personnel will not be directly involved in fire-fighting activities, but will respond as follows to such an incident:

- Any occurrence of fire or explosion will be immediately reported to the City of Oceanside Fire Department (Call 911) and to the ERP Coordinator;
- The affected area(s) will be cordoned off at least 250 feet from the incident(s);
- If appropriate, hand-operated fire extinguishers will be used by trained personnel for small grass or structural fires; and
- The ERP Coordinator will immediately notify the LEA.

Once a fire has been extinguished, an investigation will be conducted as to cause, an evaluation of damage will be assessed and appropriate corrective actions taken. A follow-up report will be issued to the LEA within one week of the incident that would document the cause of fire or explosion, corrective actions taken and future preventative maintenance measures to avoid such a situation in the future. The report will also include timelines for completion of ongoing repairs. The Ordinance Enforcement Supervisor of the City of Oceanside Department of Public Works will ensure that such investigation and evaluation will be properly conducted.

6.6.3 Earthquakes

Earthquakes can cause slope failures and damage to paving and other final cover, on-Site structures, groundwater monitoring wells, drainage structures and other Site improvements. Following a significant earthquake (5.0 or greater on the Richter scale), the Site will be assessed for damages and the LEA notified within 24 hours if damage is noted. The ERP Coordinator (Ordinance Enforcement Supervisor of the City of Oceanside Department of Public Works) will make all necessary arrangements for repairs if earthquake damage is discovered. A written report that documents the earthquake damage and recommended repairs will be submitted within five working days to the LEA. The report will also include timelines for completion of ongoing repairs.

6.6.4 Floods and Surface Drainage Issues

Flooding resulting from significant rain events has the potential for damage to the engineered cap, final cover and drainage systems. In the event of a flood event, the following actions will be taken:

- The ERP Coordinator will assess the Site for damages.
- If necessary, temporary diversion channels will be constructed to minimize water infiltration into waste disposal areas. Sandbags or other BMPs may be used in conjunction with temporary drainage channels for this purpose.
- The ERP Coordinator will evaluate whether significant damage has occurred to the engineered cap to warrant immediate repairs and if such a situation occurs, arrangements will be made for immediate corrective action.

The ERP Coordinator will notify the LEA within 24 hours if significant flood-related impacts occur. A written report that documents the flood related damage and recommended repairs will be submitted within one week to the LEA. The report will also include timelines for completion of ongoing repairs.

6.6.5 Waste Releases

If the orange PVC pipe markers within the proposed ball field areas are exposed or buried wastes are exposed or released through the disruption of engineered cap as a result of any of the hazards described above or any other unforeseen event, the following actions will be taken:

- Affected areas will be immediately cordoned off to prevent public access;
- The ERP Coordinator will assess the situation and the wastes will be properly characterized to determine whether the wastes released are a potential hazard to public health;
- All necessary measures will be taken immediately to prevent further waste releases and any required waste containment and disposal equipment will be mobilized as quickly as possible to the Site; and
- If exposed or disturbed waste requires off-Site disposal or recycling at a regulated receiving facility, such waste will be profiled as either non-hazardous or hazardous waste and handled accordingly. The City's environmental consultant will likely assist with such waste profiling activities.

The ERP Coordinator will report any exposure of PVC indicator pipes or waste releases to the LEA within 24 hours and a written report will be issued within one week that documents the release circumstances, final disposition of wastes and any recommended further preventative measures. The report will also include timelines for completion of ongoing repairs.

As stated previously in this plan, for future long-term operations and maintenance, the County of San Diego DEH Solid Waste LEA will regulate the subject Site under the authority of the PRC, CCR Titles 14 and 27 and San Diego County Code. Under this authority, the LEA will inspect and enforce post closure maintenance at the Site and will base its oversight in part on compliance with this PCMMP. The CalRecycle Closure and Technical Services Section is responsible for ensuring that the LEA is following proper inspection and enforcement procedures during the future operations and maintenance of the Site. In addition, a LUC in the form of a Deed Restriction is being concurrently drafted by the DTSC to be executed by the City of Oceanside. The Deed Restriction includes provisions to restrict excavation of soils without prior notification to DTSC, restrict installation of production wells for drinking or irrigation waters and prevent redevelopment or significant maintenance of the engineered cap without DTSC's prior knowledge and approval. As part of the LEA's future oversight of long-term operations of maintenance of the engineered cap, inspection reports and other documents drafted by the LEA will also be transmitted by this agency to the DTSC for its files.

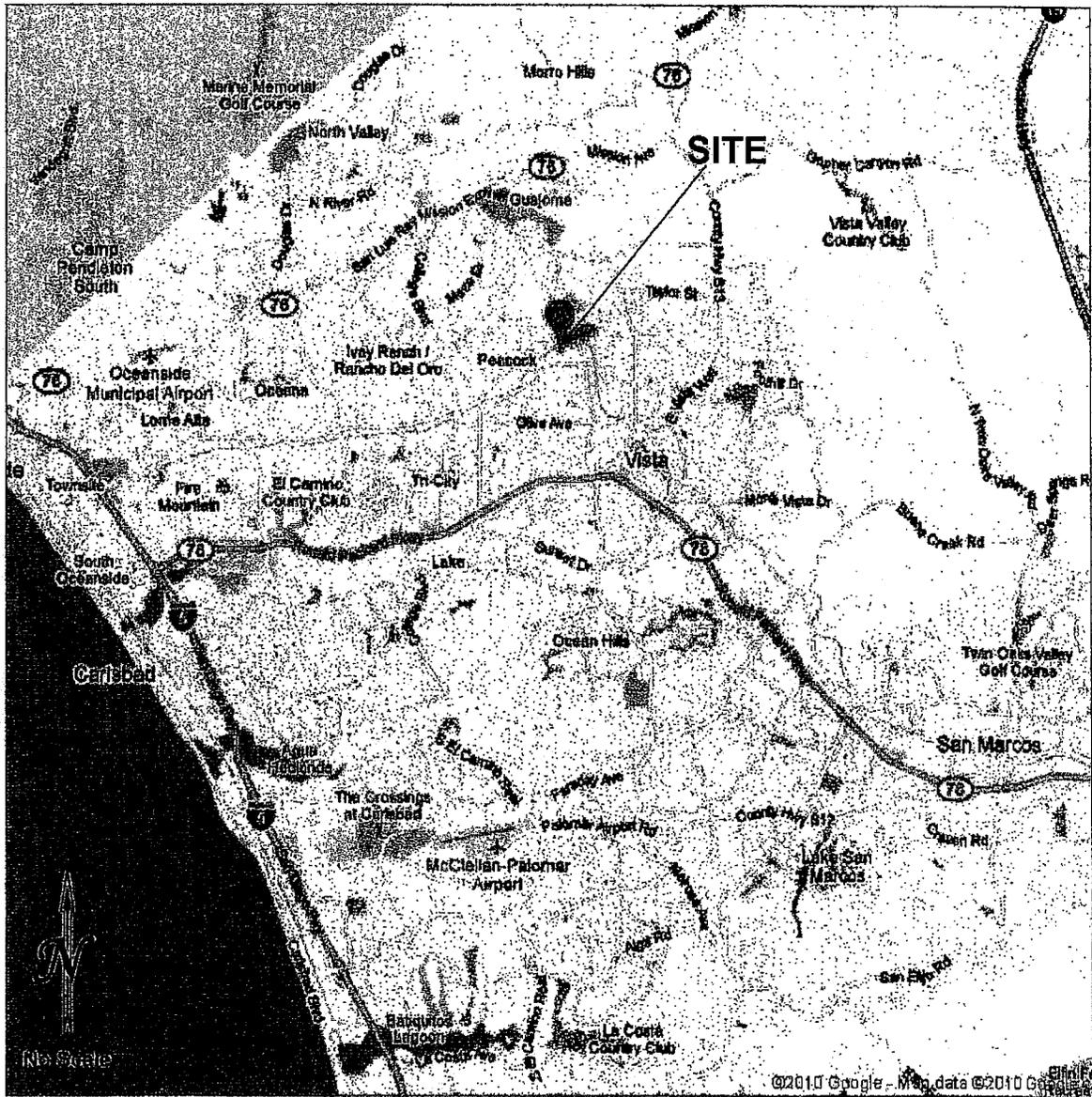
7.0 OPERATIONS AND MAINTENANCE BUDGET

As stated previously, construction of the proposed athletic facility at the Site has not commenced at the time of this plan. As such, until the proposed future improvements are designed and constructed, an accurate estimate of future operations and maintenance related costs would be difficult to generate. Such information will be more readily available in the future when the Site is further developed. However, general estimated outside unit costs (completed by parties other than the City of Oceanside) for repairs has been provided in the interim and is included below.

Task	Estimated Outside Unit Cost
Quarterly Cap Inspections	\$0 (Assumes City Will Conduct It's Own Inspections)
Annual Cap Inspections and Reporting	\$0 (Assumes City Will Conduct It's Own Inspections)
Five-Year Review and Reporting	\$0 (Assumes City Will Conduct It's Own Inspections)
Cap Repair (Import and Compaction of Clean Soil)	\$30 Per Cubic Yard
Asphalt Repair Or Repaving	\$5 Per Square Foot
Cleaning/Maintenance of Storm Drains	\$1,000 Annually

Additional tasks and associated costs may be necessary that are not listed above. In addition, actual costs for any repair work may differ (increase or decrease) from what is presented above. Further, the City may choose to conduct its own repairs to the cap and storm drain maintenance (if warranted), which would result in \$0 estimated outside costs for these line items.

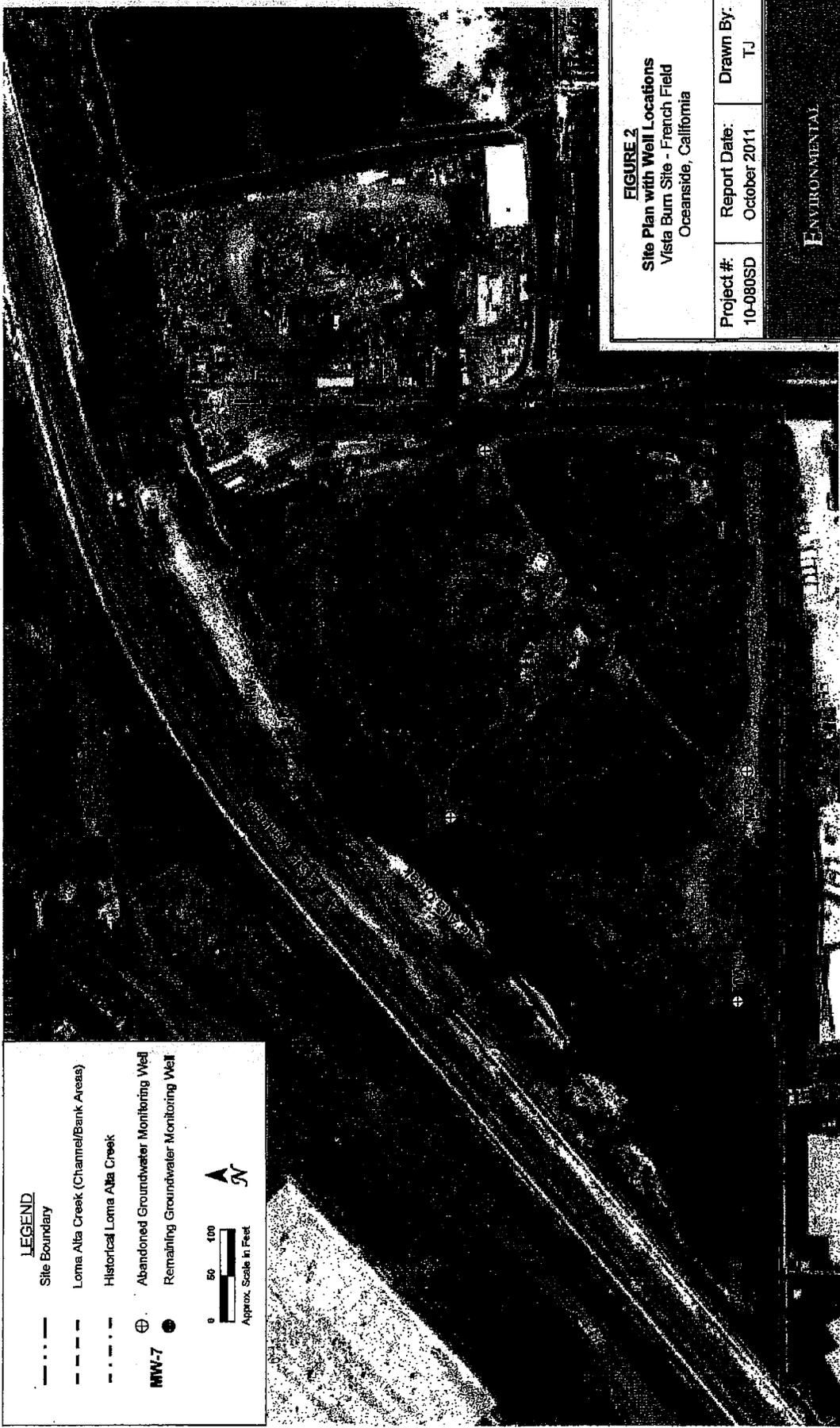
FIGURES



ADVANCED ENVIRONMENTAL
ENVIRONMENTAL
 CONSULTANTS, INC.
 1150 Camino Del Rio South, Suite 200
 San Diego, CA 92108
 Phone: 619-444-1111 Fax: 619-444-1112

FIGURE 1
VICINITY MAP
 Vista Burn Site - French Field
 Oceanside, California

Work Order No.:	Report Date:	Drawn By:
10-080SD	October 2011	MJF



LEGEND

- Site Boundary
- - - Loma Alta Creek (Channel/Bank Areas)
- . - . Historical Loma Alta Creek
- ⊕ Abandoned Groundwater Monitoring Well
- Remaining Groundwater Monitoring Well

MW-7



FIGURE 2
Site Plan with Well Locations
 Vista Burn Site - French Field
 Oceanside, California

Project #:	Report Date:	Drawn By:
10-0805D	October 2011	TJ

ENVIRONMENTAL

APPENDIX A

DESIGN PLANS AND CAP CERTIFICATION

PASCO LARET SUITER

& ASSOCIATES
CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING

September 9, 2011

Gregory Nowell LLA, ASLA
2605 State Street, Suite B
San Diego, CA 92103

RE: French Field Site Remediation Soil Cap Certification, Oceanside, CA

Dear Mr. Nowell,

The purpose of this letter is to provide a certification that the site remediation work at French Field performed during the period starting in May 2011 and ending in August 2011 meets the 12 inch minimum "soil cap" requirement in accordance with the project's final Removal Action Workplan approved by DTSC dated January 19, 2011.

In our efforts to ensure that the final "soil cap" met the minimum 12 inch depth requirement, site topographic surveys were performed prior to construction for the basis of the site design, during construction after the disturbance to and redistribution of existing onsite soils was completed, and after the clean fill "soil cap" material had been imported to the site and graded in accordance with the project grading plans as approved by the City of Oceanside.

The "Soil Cap Certification Exhibit" dated September 2, 2011 prepared by my office, which is attached hereon for reference, graphically depicts the predetermined locations onsite where survey information was collected for the purposes of certifying the final "soil cap" depth throughout the site after the completion of rough grading operations. The elevations shown in green represent the baseline elevation for determining the final "soil cap" depth. These elevations were determined as a result of the field topographic survey data collected by my office on June 21, 2011 after we were informed that the disturbance to and redistribution of the existing onsite soils was completed and that the site had been properly prepared for the import of offsite clean fill material. The elevations shown in purple represent the final "as-built" grade elevations throughout the site. These elevations were determined as a result of the field topographic survey data collected by my office on August 25, 2011 after we were informed that site had been rough graded in substantial conformance with the approved project grading plans. The numbers shown in red represent the difference between the baseline ground elevation and the "as-built" ground elevation or final depth in feet of the clean fill material that was imported and placed onsite.

At this time, certain elements of the approved project grading plans have not yet been completed. These items include, but are not limited to, the installation of the parking lot, walkway, access road paving, the installation of the ballfields, and achieving final precise

finished grade particularly along the southerly edge of "Field I". Although these items are not complete at this time it has been determined that the site meets the minimum 12 inch "soil cap" requirement in its current condition as demonstrated by the "Soil Cap Certification Exhibit".

In anticipation of the intended use of the site as a little league ball park, and to accommodate for the future Phase II development, specific areas of the site were excavated and filled with clean imported backfill prior to the capping of the site to allow for digging and trenching that may be required to construct future footings, and to install future utilities and fencing without compromising the clean soil cap layer. The locations of the areas to be excavated and filled with clean imported backfill material were based upon the preliminary siteplan and utility layout drawings provided by Nowell Associates and are shown on the Overexcavation Plan that is included as a part of the approved project Grading Plan. This plan should be referenced by a qualified individual prior to any future digging or trenching onsite to ensure that the soil cap remains intact.

Should you have any questions or require additional clarification regarding this letter or the attached exhibit, please feel free to contact my office.

Sincerely,



William G. Mack, P.E.

Project Engineer

APPENDIX B

**CALIFORNIA STORMWATER QUALITY ASSOCIATION
SPECIFICATION TC-32**



Description

The bioretention best management practice (BMP) functions as a soil and plant-based filtration device that removes pollutants through a variety of physical, biological, and chemical treatment processes. These facilities normally consist of a grass buffer strip, sand bed, ponding area, organic layer or mulch layer, planting soil, and plants. The runoff's velocity is reduced by passing over or through buffer strip and subsequently distributed evenly along a ponding area. Exfiltration of the stored water in the bioretention area planting soil into the underlying soils occurs over a period of days.

California Experience

None documented. Bioretention has been used as a stormwater BMP since 1992. In addition to Prince George's County, MD and Alexandria, VA, bioretention has been used successfully at urban and suburban areas in Montgomery County, MD; Baltimore County, MD; Chesterfield County, VA; Prince William County, VA; Smith Mountain Lake State Park, VA; and Cary, NC.

Advantages

- Bioretention provides stormwater treatment that enhances the quality of downstream water bodies by temporarily storing runoff in the BMP and releasing it over a period of four days to the receiving water (EPA, 1999).
- The vegetation provides shade and wind breaks, absorbs noise, and improves an area's landscape.

Limitations

- The bioretention BMP is not recommended for areas with slopes greater than 20% or where mature tree removal would

Design Considerations

- Soil for Infiltration
- Tributary Area
- Slope
- Aesthetics
- Environmental Side-effects

Targeted Constituents

<input checked="" type="checkbox"/>	Sediment	■
<input checked="" type="checkbox"/>	Nutrients	▲
<input checked="" type="checkbox"/>	Trash	■
<input checked="" type="checkbox"/>	Metals	■
<input checked="" type="checkbox"/>	Bacteria	■
<input checked="" type="checkbox"/>	Oil and Grease	■
<input checked="" type="checkbox"/>	Organics	■

Legend (Removal Effectiveness)

- Low
- High
- ▲ Medium



be required since clogging may result, particularly if the BMP receives runoff with high sediment loads (EPA, 1999).

- Bioretention is not a suitable BMP at locations where the water table is within 6 feet of the ground surface and where the surrounding soil stratum is unstable.
- By design, bioretention BMPs have the potential to create very attractive habitats for mosquitoes and other vectors because of highly organic, often heavily vegetated areas mixed with shallow water.
- In cold climates the soil may freeze, preventing runoff from infiltrating into the planting soil.

Design and Sizing Guidelines

- The bioretention area should be sized to capture the design storm runoff.
- In areas where the native soil permeability is less than 0.5 in/hr an underdrain should be provided.
- Recommended minimum dimensions are 15 feet by 40 feet, although the preferred width is 25 feet. Excavated depth should be 4 feet.
- Area should drain completely within 72 hours.
- Approximately 1 tree or shrub per 50 ft² of bioretention area should be included.
- Cover area with about 3 inches of mulch.

Construction/Inspection Considerations

Bioretention area should not be established until contributing watershed is stabilized.

Performance

Bioretention removes stormwater pollutants through physical and biological processes, including adsorption, filtration, plant uptake, microbial activity, decomposition, sedimentation and volatilization (EPA, 1999). Adsorption is the process whereby particulate pollutants attach to soil (e.g., clay) or vegetation surfaces. Adequate contact time between the surface and pollutant must be provided for in the design of the system for this removal process to occur. Thus, the infiltration rate of the soils must not exceed those specified in the design criteria or pollutant removal may decrease. Pollutants removed by adsorption include metals, phosphorus, and hydrocarbons. Filtration occurs as runoff passes through the bioretention area media, such as the sand bed, ground cover, and planting soil.

Common particulates removed from stormwater include particulate organic matter, phosphorus, and suspended solids. Biological processes that occur in wetlands result in pollutant uptake by plants and microorganisms in the soil. Plant growth is sustained by the uptake of nutrients from the soils, with woody plants locking up these nutrients through the seasons. Microbial activity within the soil also contributes to the removal of nitrogen and organic matter. Nitrogen is removed by nitrifying and denitrifying bacteria, while aerobic bacteria are responsible for the decomposition of the organic matter. Microbial processes require oxygen and can result in depleted oxygen levels if the bioretention area is not adequately

aerated. Sedimentation occurs in the swale or ponding area as the velocity slows and solids fall out of suspension.

The removal effectiveness of bioretention has been studied during field and laboratory studies conducted by the University of Maryland (Davis et al, 1998). During these experiments, synthetic stormwater runoff was pumped through several laboratory and field bioretention areas to simulate typical storm events in Prince George's County, MD. Removal rates for heavy metals and nutrients are shown in Table 1.

Pollutant	Removal Rate
Total Phosphorus	70-83%
Metals (Cu, Zn, Pb)	93-98%
TKN	68-80%
Total Suspended Solids	90%
Organics	90%
Bacteria	90%

Results for both the laboratory and field experiments were similar for each of the pollutants analyzed. Doubling or halving the influent pollutant levels had little effect on the effluent pollutants concentrations (Davis et al, 1998).

The microbial activity and plant uptake occurring in the bioretention area will likely result in higher removal rates than those determined for infiltration BMPs.

Siting Criteria

Bioretention BMPs are generally used to treat stormwater from impervious surfaces at commercial, residential, and industrial areas (EPA, 1999). Implementation of bioretention for stormwater management is ideal for median strips, parking lot islands, and swales. Moreover, the runoff in these areas can be designed to either divert directly into the bioretention area or convey into the bioretention area by a curb and gutter collection system.

The best location for bioretention areas is upland from inlets that receive sheet flow from graded areas and at areas that will be excavated (EPA, 1999). In order to maximize treatment effectiveness, the site must be graded in such a way that minimizes erosive conditions as sheet flow is conveyed to the treatment area. Locations where a bioretention area can be readily incorporated into the site plan without further environmental damage are preferred. Furthermore, to effectively minimize sediment loading in the treatment area, bioretention only should be used in stabilized drainage areas.

Additional Design Guidelines

The layout of the bioretention area is determined after site constraints such as location of utilities, underlying soils, existing vegetation, and drainage are considered (EPA, 1999). Sites with loamy sand soils are especially appropriate for bioretention because the excavated soil can be backfilled and used as the planting soil, thus eliminating the cost of importing planting soil.

The use of bioretention may not be feasible given an unstable surrounding soil stratum, soils with clay content greater than 25 percent, a site with slopes greater than 20 percent, and/or a site with mature trees that would be removed during construction of the BMP.

Bioretention can be designed to be off-line or on-line of the existing drainage system (EPA, 1999). The drainage area for a bioretention area should be between 0.1 and 0.4 hectares (0.25 and 1.0 acres). Larger drainage areas may require multiple bioretention areas. Furthermore, the maximum drainage area for a bioretention area is determined by the expected rainfall intensity and runoff rate. Stabilized areas may erode when velocities are greater than 5 feet per second (1.5 meter per second). The designer should determine the potential for erosive conditions at the site.

The size of the bioretention area, which is a function of the drainage area and the runoff generated from the area is sized to capture the water quality volume.

The recommended minimum dimensions of the bioretention area are 15 feet (4.6 meters) wide by 40 feet (12.2 meters) long, where the minimum width allows enough space for a dense, randomly-distributed area of trees and shrubs to become established. Thus replicating a natural forest and creating a microclimate, thereby enabling the bioretention area to tolerate the effects of heat stress, acid rain, runoff pollutants, and insect and disease infestations which landscaped areas in urban settings typically are unable to tolerate. The preferred width is 25 feet (7.6 meters), with a length of twice the width. Essentially, any facilities wider than 20 feet (6.1 meters) should be twice as long as they are wide, which promotes the distribution of flow and decreases the chances of concentrated flow.

In order to provide adequate storage and prevent water from standing for excessive periods of time the ponding depth of the bioretention area should not exceed 6 inches (15 centimeters). Water should not be left to stand for more than 72 hours. A restriction on the type of plants that can be used may be necessary due to some plants' water intolerance. Furthermore, if water is left standing for longer than 72 hours mosquitoes and other insects may start to breed.

The appropriate planting soil should be backfilled into the excavated bioretention area. Planting soils should be sandy loam, loamy sand, or loam texture with a clay content ranging from 10 to 25 percent.

Generally the soil should have infiltration rates greater than 0.5 inches (1.25 centimeters) per hour, which is typical of sandy loams, loamy sands, or loams. The pH of the soil should range between 5.5 and 6.5, where pollutants such as organic nitrogen and phosphorus can be adsorbed by the soil and microbial activity can flourish. Additional requirements for the planting soil include a 1.5 to 3 percent organic content and a maximum 500 ppm concentration of soluble salts.

Soil tests should be performed for every 500 cubic yards (382 cubic meters) of planting soil, with the exception of pH and organic content tests, which are required only once per bioretention area (EPA, 1999). Planting soil should be 4 inches (10.1 centimeters) deeper than the bottom of the largest root ball and 4 feet (1.2 meters) altogether. This depth will provide adequate soil for the plants' root systems to become established, prevent plant damage due to severe wind, and provide adequate moisture capacity. Most sites will require excavation in order to obtain the recommended depth.

Planting soil depths of greater than 4 feet (1.2 meters) may require additional construction practices such as shoring measures (EPA, 1999). Planting soil should be placed in 18 inches or greater lifts and lightly compacted until the desired depth is reached. Since high canopy trees may be destroyed during maintenance the bioretention area should be vegetated to resemble a terrestrial forest community ecosystem that is dominated by understory trees. Three species each of both trees and shrubs are recommended to be planted at a rate of 2500 trees and shrubs per hectare (1000 per acre). For instance, a 15 foot (4.6 meter) by 40 foot (12.2 meter) bioretention area (600 square feet or 55.75 square meters) would require 14 trees and shrubs. The shrub-to-tree ratio should be 2:1 to 3:1.

Trees and shrubs should be planted when conditions are favorable. Vegetation should be watered at the end of each day for fourteen days following its planting. Plant species tolerant of pollutant loads and varying wet and dry conditions should be used in the bioretention area.

The designer should assess aesthetics, site layout, and maintenance requirements when selecting plant species. Adjacent non-native invasive species should be identified and the designer should take measures, such as providing a soil breach to eliminate the threat of these species invading the bioretention area. Regional landscaping manuals should be consulted to ensure that the planting of the bioretention area meets the landscaping requirements established by the local authorities. The designers should evaluate the best placement of vegetation within the bioretention area. Plants should be placed at irregular intervals to replicate a natural forest. Trees should be placed on the perimeter of the area to provide shade and shelter from the wind. Trees and shrubs can be sheltered from damaging flows if they are placed away from the path of the incoming runoff. In cold climates, species that are more tolerant to cold winds, such as evergreens, should be placed in windier areas of the site.

Following placement of the trees and shrubs, the ground cover and/or mulch should be established. Ground cover such as grasses or legumes can be planted at the beginning of the growing season. Mulch should be placed immediately after trees and shrubs are planted. Two to 3 inches (5 to 7.6 cm) of commercially-available fine shredded hardwood mulch or shredded hardwood chips should be applied to the bioretention area to protect from erosion.

Maintenance

The primary maintenance requirement for bioretention areas is that of inspection and repair or replacement of the treatment area's components. Generally, this involves nothing more than the routine periodic maintenance that is required of any landscaped area. Plants that are appropriate for the site, climatic, and watering conditions should be selected for use in the bioretention cell. Appropriately selected plants will aide in reducing fertilizer, pesticide, water, and overall maintenance requirements. Bioretention system components should blend over time through plant and root growth, organic decomposition, and the development of a natural

soil horizon. These biologic and physical processes over time will lengthen the facility's life span and reduce the need for extensive maintenance.

Routine maintenance should include a biannual health evaluation of the trees and shrubs and subsequent removal of any dead or diseased vegetation (EPA, 1999). Diseased vegetation should be treated as needed using preventative and low-toxic measures to the extent possible. BMPs have the potential to create very attractive habitats for mosquitoes and other vectors because of highly organic, often heavily vegetated areas mixed with shallow water. Routine inspections for areas of standing water within the BMP and corrective measures to restore proper infiltration rates are necessary to prevent creating mosquito and other vector habitat. In addition, bioretention BMPs are susceptible to invasion by aggressive plant species such as cattails, which increase the chances of water standing and subsequent vector production if not routinely maintained.

In order to maintain the treatment area's appearance it may be necessary to prune and weed. Furthermore, mulch replacement is suggested when erosion is evident or when the site begins to look unattractive. Specifically, the entire area may require mulch replacement every two to three years, although spot mulching may be sufficient when there are random void areas. Mulch replacement should be done prior to the start of the wet season.

New Jersey's Department of Environmental Protection states in their bioretention systems standards that accumulated sediment and debris removal (especially at the inflow point) will normally be the primary maintenance function. Other potential tasks include replacement of dead vegetation, soil pH regulation, erosion repair at inflow points, mulch replenishment, unclogging the underdrain, and repairing overflow structures. There is also the possibility that the cation exchange capacity of the soils in the cell will be significantly reduced over time. Depending on pollutant loads, soils may need to be replaced within 5-10 years of construction (LID, 2000).

Cost

Construction Cost

Construction cost estimates for a bioretention area are slightly greater than those for the required landscaping for a new development (EPA, 1999). A general rule of thumb (Coffman, 1999) is that residential bioretention areas average about \$3 to \$4 per square foot, depending on soil conditions and the density and types of plants used. Commercial, industrial and institutional site costs can range between \$10 to \$40 per square foot, based on the need for control structures, curbing, storm drains and underdrains.

Retrofitting a site typically costs more, averaging \$6,500 per bioretention area. The higher costs are attributed to the demolition of existing concrete, asphalt, and existing structures and the replacement of fill material with planting soil. The costs of retrofitting a commercial site in Maryland, Kettering Development, with 15 bioretention areas were estimated at \$111,600.

In any bioretention area design, the cost of plants varies substantially and can account for a significant portion of the expenditures. While these cost estimates are slightly greater than those of typical landscaping treatment (due to the increased number of plantings, additional soil excavation, backfill material, use of underdrains etc.), those landscaping expenses that would be required regardless of the bioretention installation should be subtracted when determining the net cost.

Perhaps of most importance, however, the cost savings compared to the use of traditional structural stormwater conveyance systems makes bioretention areas quite attractive financially. For example, the use of bioretention can decrease the cost required for constructing stormwater conveyance systems at a site. A medical office building in Maryland was able to reduce the amount of storm drain pipe that was needed from 800 to 230 feet - a cost savings of \$24,000 (PGDER, 1993). And a new residential development spent a total of approximately \$100,000 using bioretention cells on each lot instead of nearly \$400,000 for the traditional stormwater ponds that were originally planned (Rappahannock,). Also, in residential areas, stormwater management controls become a part of each property owner's landscape, reducing the public burden to maintain large centralized facilities.

Maintenance Cost

The operation and maintenance costs for a bioretention facility will be comparable to those of typical landscaping required for a site. Costs beyond the normal landscaping fees will include the cost for testing the soils and may include costs for a sand bed and planting soil.

References and Sources of Additional Information

Coffman, L.S., R. Goo and R. Frederick, 1999: Low impact development: an innovative alternative approach to stormwater management. Proceedings of the 26th Annual Water Resources Planning and Management Conference ASCE, June 6-9, Tempe, Arizona.

Davis, A.P., Shokouhian, M., Sharma, H. and Minami, C., "Laboratory Study of Biological Retention (Bioretention) for Urban Stormwater Management," *Water Environ. Res.*, 73(1), 5-14 (2001).

Davis, A.P., Shokouhian, M., Sharma, H., Minami, C., and Winogradoff, D. "Water Quality Improvement through Bioretention: Lead, Copper, and Zinc," *Water Environ. Res.*, accepted for publication, August 2002.

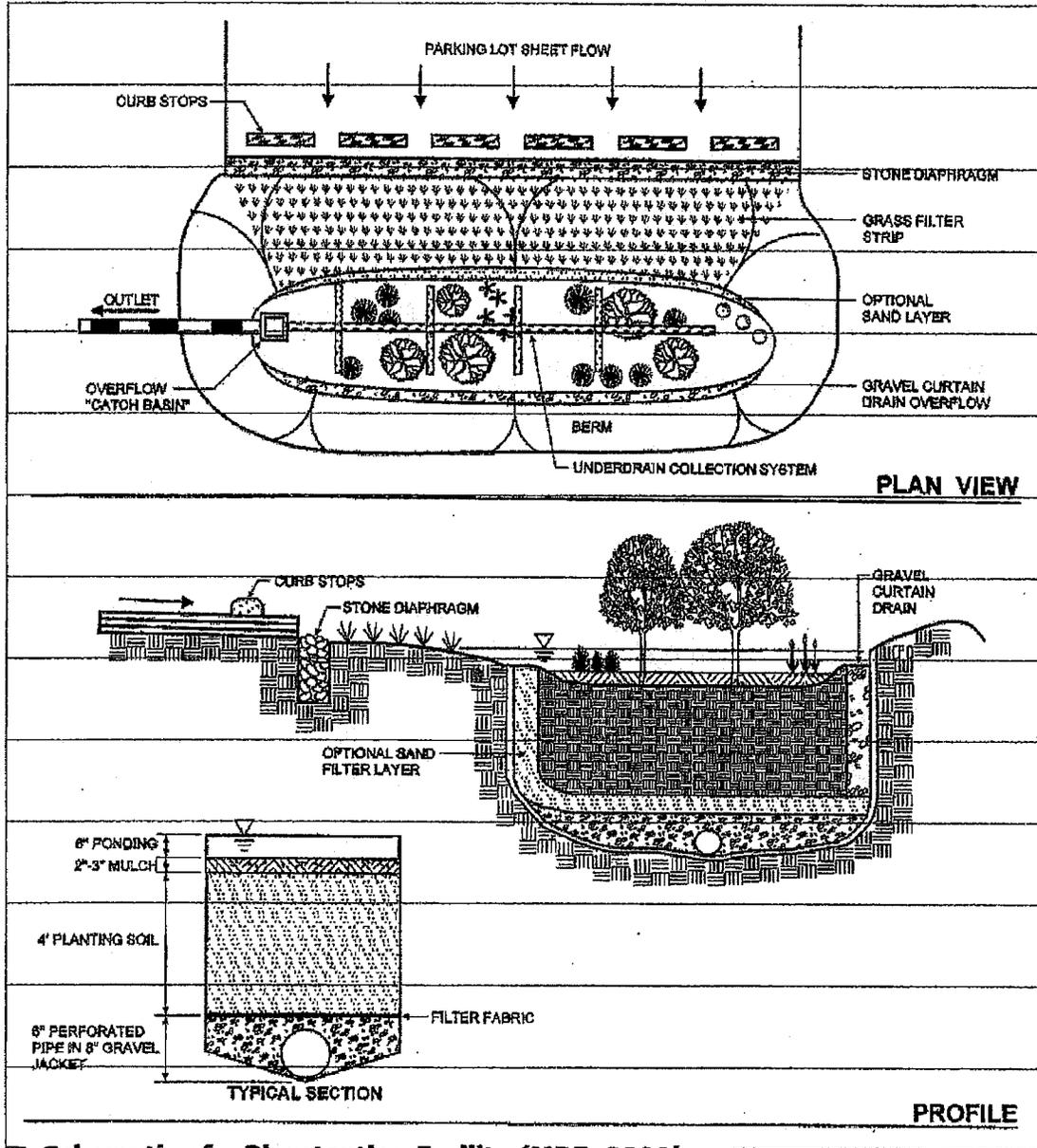
Kim, H., Seagren, E.A., and Davis, A.P., "Engineered Bioretention for Removal of Nitrate from Stormwater Runoff," *WEFTEC 2000 Conference Proceedings on CDROM Research Symposium, Nitrogen Removal, Session 19, Anaheim CA, October 2000.*

Hsieh, C.-h. and Davis, A.P. "Engineering Bioretention for Treatment of Urban Stormwater Runoff," *Watersheds 2002, Proceedings on CDROM Research Symposium, Session 15, Ft. Lauderdale, FL, Feb. 2002.*

Prince George's County Department of Environmental Resources (PGDER), 1993. Design Manual for Use of *Bioretention in Stormwater Management*. Division of Environmental Management, Watershed Protection Branch. Landover, MD.

U.S. EPA Office of Water, 1999. Stormwater Technology Fact Sheet: Bioretention. EPA 832-F-99-012.

Weinstein, N. Davis, A.P. and Veeramachaneni, R. "Low Impact Development (LID) Stormwater Management Approach for the Control of Diffuse Pollution from Urban Roadways," *5th International Conference Diffuse/Nonpoint Pollution and Watershed Management Proceedings*, C.S. Melching and Emre Alp, Eds. 2001 International Water Association



Schematic of a Bioretention Facility (MDE, 2000)

APPENDIX C

HOSPITAL ROUTE MAP

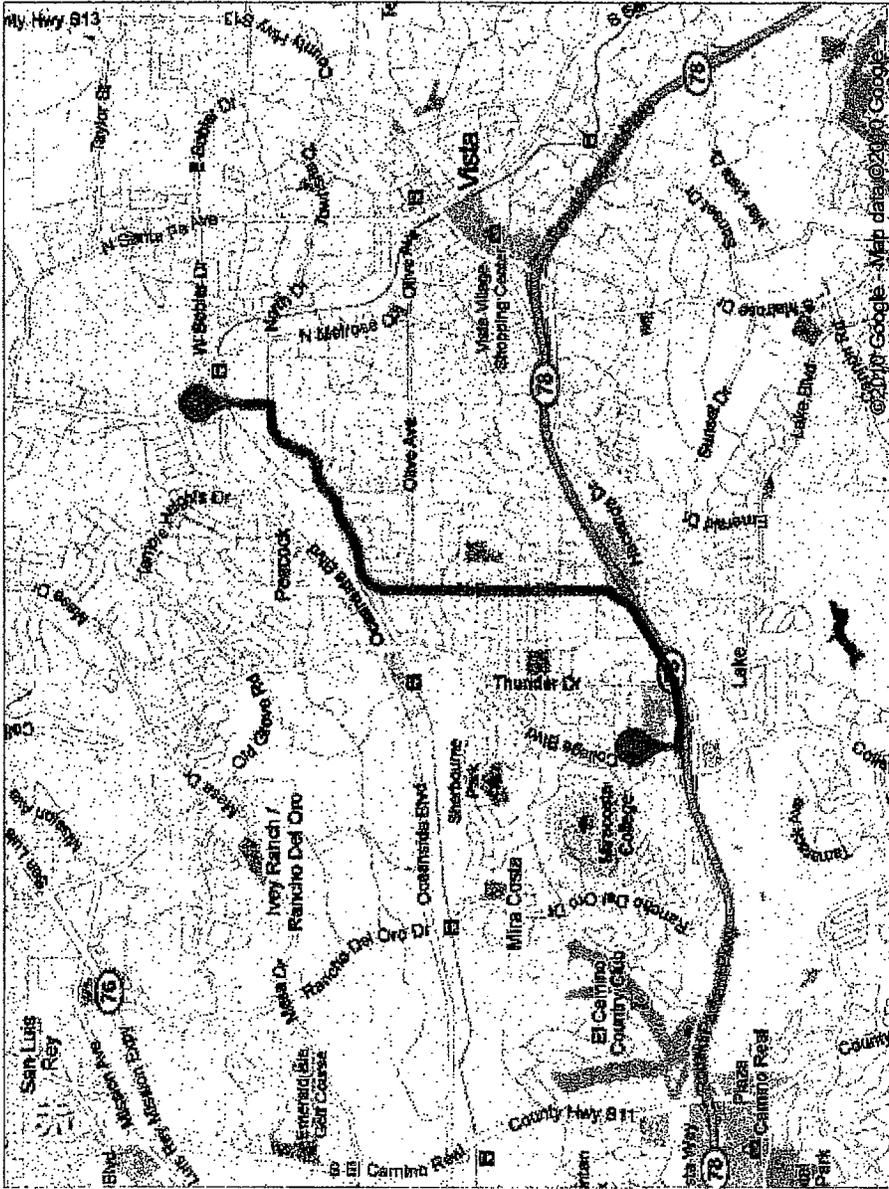
Nearest Hospital
Tri-City Medical Center
4002 Vista Way
Oceanside, CA 92056
Emergency Room Phone: 760-940-3505

To reach the hospital indicated above, 1) leave the site and travel south on Lee Drive, then turn right (west) on to North Drive and travel 1.1 miles. North Drive becomes Emerald Drive. Travel south on Emerald Drive for 1.4 miles. Turn right (southwest) on to West Vista Way. Travel approximately 1.0 mile on West Vista Way. The Hospital will be on your right and follow signs for Emergency Room.

Google maps

[Print](#) [Send](#) [Link](#)

[Get Directions](#) [My Maps](#)



Driving directions to 4002 Vista Way, Oceanside, CA 92056

 1300 Lee Dr
Vista, CA 92083

1. Head south on Lee Dr toward North Ave

0.2 mi

- 2. Turn right at North Ave 1.1 mi
- 3. Continue onto Emerald Dr 1.4 mi
- 4. Turn right at W Vista Way 1.0 mi

Destination will be on the right



4002 Vista Way
Oceanside, CA 92056

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

Map data ©2010 Google

[Report a problem](#)

1300 lee drive, vista, ca

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City Clerk
City of Oceanside
300 North Coast Highway
Oceanside CA 92054

APN: 161-501-09

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
OCEANSIDE DECLARING CERTAIN CITY OWNED REAL
PROPERTY FOR PUBLIC STREET PURPOSES
(LEE DRIVE)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
OCEANSIDE DECLARING CERTAIN CITY OWNED REAL
PROPERTY FOR PUBLIC STREET PURPOSES
(LEE DRIVE)

WHEREAS, the City of Oceanside is the legal and equitable owner of that certain real property situated in portion of Section 14, Township 11 South, Range 4 West, San Bernardino Meridian, in the City of Oceanside, County of San Diego, State of California, as more particularly described in a legal description thereof, marked Exhibit "A", and shown on a plat thereof, marked Exhibit "B", both of which are attached hereto, made a part hereof and incorporated herein by reference (the "Property"); and

WHEREAS, this City Council desires to designate the Property (consisting of 8,185 square feet, more or less) as public street purposes and appurtenances related to the remediation of the former burn dump and reconstruction of Little League baseball fields and appurtenances commonly referred to as French Field (the "Project").

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Oceanside as follows:

1. That this City Council does hereby designate the Property as described in said Exhibit "A" and as shown on said Exhibit "B" as public street purposes and appurtenances associated with the Project.

2. That the action taken herein shall be effective upon the adoption of this Resolution.

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3. That the City Clerk is hereby directed to file a certified copy of this Resolution as an Official Record in the Office of the County Recorder of San Diego County.

PASSED AND ADOPTED by the City Council of the City of Oceanside, California this ____ day of _____, 2014, by the following vote:

AYES:
NAYS:
ABSENT:
ABSTAIN:

Mayor

ATTEST:

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

City Clerk

Robert Hamilton

City Attorney

RESOLUTION DECLARING CERTAIN CITY OWNED
REAL PROPERTY FOR PUBLIC STREET PURPOSES
(LEE DRIVE)

EXHIBIT "A"

LEE DRIVE EXTENSION (PRIVATE ACCESS EASEMENT) LEGAL DESCRIPTION

A PORTION OF SECTION 14, TOWNSHIP 11 SOUTH, RANGE 4 WEST, SAN BERNARDINO IN THE INCORPORATED AREA OF THE CITY OF OCEANSIDE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ALSO BEING THAT PORTION OF MISCELLANEOUS SURVEY NO. 537 FILED IN THE COUNTY OF SAN DIEGO SURVEYOR'S OFFICE AS FILE NO. 11-76 DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID SECTION 14 FROM WHICH THE SOUTHEAST CORNER OF SAID MISCELLANEOUS SURVEY BEARS SOUTH 00°11'36" EAST, 322.78 FEET, SAID POINT BEING THE NORTHEAST CORNER OF THAT CERTAIN COUNTY HIGHWAY EASEMENT DESCRIBED AS COUNTY HIGHWAY ROAD SURVEY 851 RECORDED MARCH 03, 1941 IN BOOK 1154 ON PAGE 109, OFFICE RECORDS OF SAID COUNTY,

THENCE (1) WESTERLY ALONG THE NORTH LINE OF SAID COUNTY HIGHWAY EASEMENT NORTH 89°48'24" WEST 25.00 FEET;

THENCE (2) LEAVING SAID COUNTY HIGHWAY EASEMENT NORTH 00°00'40" WEST 161.73 FEET;

THENCE (3) NORTH 00°16'02" 89.43 FEET;

THENCE (4) NORTH 15°55'02" WEST 46.32 FEET;

THENCE (5) NORTH 67°35'12" EAST 42.41 TO A POINT ON THE EAST LINE OF SAID SECTION 14, SAID POINT BEING A 3/4" IRON PIPE AS DESCRIBED PER CORNER RECORD FILED WITH THE CITY OF OCEANSIDE AS DOCUMENT NO. 30489;

THENCE (6) SOUTHERLY ALONG EAST LINE OF SAID SECTION 14 SOUTH 00°11'36" EAST 634.13 TO THE **POINT OF BEGINNING**.

CONTAINING 8,185 SQUARE FEET MORE OR LESS.

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


DERRILL G. WHITTEN JR., PLS 7816

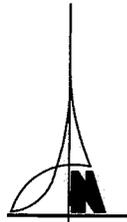
4-1-2013
DATE



EXHIBIT B

42.41'
N 67°35'12" E

46.32'
N 15°55'02" W



SCALE: 1" = 50'

MS 537

FD. 3/4" IRON PIPE
W/GIN SPIKE & BRASS
DISK MARKED "PLS 8548"
ACCEPTED AS POINT ON
EAST LINE OF SECTION 14
PER CORNER RECORD FILED
AS DOCUMENT NO. 30489

EAST LINE OF SECTION 14,
T. 11 S., R. 4 W. S.B.B.&M.

HATCHING INDICATES
PROPOSED 8,185 SQ.FT.
PRIVATE ACCESS EASEMENT

N 00°16'02" W 89.43'

N 00°00'40" W 161.73'

CITY OF OCEANSIDE
CITY OF VISTA

S 00°11'36" E 634.13'
S 00°11'36" E 956.91'



Derrill G. Whitten Jr.

4-1-2013

NOTES:

BEARINGS AND DISTANCES
ARE CALCULATED OR
OBTAINED FROM A FIELD
SURVEY

25.00'
N 89°48'24" W

25' WIDE PUBLIC ACCESS
EASEMENT PER BOOK 1154,
PAGE 109, OFFICIAL RECORDS

POB

CENTERLINE OF
LEE DRIVE

322.78'

SOUTH LINE
OF MS 537

PARCEL 4
MAP 12348

FD. GIN SPIKE & BRASS DISK
MARKED "PLS 8548" ACCEPTED
AS SOUTHEAST CORNER OF
MS 537 PER CORNER RECORD
FILED AS DOCUMENT NO. 30489

CORNERSTONE ENGINEERING, INC.

208 OAK STREET
BAKERSFIELD, CA 93304
TEL: (661)325-9474

717 PIER VIEW WAY
OCEANSIDE, CA 92054
TEL: (760)722-3495

CONSULTING CIVIL ENGINEERING AND LAND SURVEYING
www.cornerstoneeng.com

ACCESS EASEMENT

APN: 161-501-090

DATE: FEBRUARY 05, 2013

SHEET 1 OF 1