

COPY

PROPERTY USE AGREEMENT

BY AND BETWEEN

THE CITY OF OCEANSIDE

AND

CAUSE OF CHRIST

FOR CITY OWNED REAL PROPERTY

LOCATED AT

**2855 CEDAR ROAD
OCEANSIDE, CA 92056**

DATED

August 7th, 2019

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PROPERTY USE AGREEMENT

This Property Use Agreement ("Agreement") is executed between the **CITY OF OCEANSIDE**, a municipal corporation ("CITY") and **CAUSE OF CHRIST**, a California 501c(3) nonprofit corporation ("PERMITTEE").

RECITALS

WHEREAS, CITY is the owner of the real property described herein below, more commonly known as "John Landes Recreation Center and Park";

WHEREAS, situated at the John Landes Recreation Center and Park is the John Landes Recreation Building;

WHEREAS, PERMITTEE is desirous of using a portion of the John Landes Recreation Building for community outreach activities as well as family and youth related services and activities to the general public, including the residents of Oceanside;

WHEREAS, CITY hereby acknowledges said programs, services and or activities provided by PERMITTEE are valuable social programs and services to the residents of Oceanside; and

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

AGREEMENT

SECTION 1: USES

1.01 Premises. CITY hereby authorizes PERMITTEE, in accordance with the terms, covenants, conditions and provisions of this Agreement, the exclusive use of a portion of that certain building situated within John Landes Recreation Center and Park located at 2855 Cedar Road, City of Oceanside, County of San Diego, State of California, commonly known as the "John Landes Recreation Building" ("Building"), which portion of the Building, as more particularly depicted in **Exhibit "A"**, and identified as the "Office & Storage Room", attached hereto and by this reference, made part of this Agreement and hereinafter referred to as the "PREMISES". In return for this permission, PERMITTEE hereby agrees to act in accordance with and abide by the terms, covenants, conditions and provisions of this Agreement.

1.02 Uses. It is expressly agreed that the PREMISES shall be used by PERMITTEE solely and exclusively for the purpose of providing community outreach activities as well as family and youth related services and/or activities to the general public, including the residents of Oceanside ("Programs") and for such other related or incidental purposes as may be first approved in writing by CITY, and for no other purpose whatsoever. PERMITTEE'S use of the PREMISES shall not include conducting religious services. CITY is not responsible for any items belonging to PERMITTEE and stored in the Building and PREMISES, that are lost, stolen or damaged.

PERMITTEE covenants and agrees to use the PREMISES for the above specified Programs

and to diligently pursue said purposes throughout the term hereof. In the event that PERMITTEE fails to continuously use the PREMISES for said Programs, or uses the PREMISES for purposes not expressly authorized herein, the PERMITTEE shall be deemed in default under this Agreement.

1.03 Common Areas and Parking Lot. It is expressly understood that PERMITTEE shall have the non-exclusive use of the Building common areas at PREMISES, including the parking lot adjacent to the PREMISES, where PERMITTEE will share spaces with other occupants of the Building, both together as shown on **Exhibit "A"**. PERMITTEE acknowledges that PERMITTEE or its invitees, employees or any other party associated with PERMITTEE do not have any exclusive rights or priority to use the common areas or to park in the parking lot of Building. PERMITTEE'S use of the common areas and parking lot shall be on a "first come, first serve" basis.

1.04 Reservation of Rights. CITY shall not unreasonably or substantially interfere with PERMITTEE'S use of the PREMISES while PERMITTEE is in possession of the PREMISES; however, the CITY specifically retains the following rights:

- A. **Right to Enter.** CITY has the right to enter the PREMISES for the purpose of performing maintenance, inspections, repairs or improvements, or developing municipal resources and services.
- B. **Community Use of the Premises.** PERMITTEE acknowledges that the paramount use of the Building is for public services and civic activities. The CITY reserves the right to schedule and use the Building and PREMISES for community meetings and other CITY sponsored activities. CITY agrees to coordinate such use of the PREMISES with PERMITTEE so as not to conflict with PERMITTEE'S Programs.

SECTION 2: TERM

2.01 Commencement. The term of this Agreement shall be for a period of **three (3) years** commencing on the date the City Council approves this Agreement (the "Effective Date").

2.02 Extension of Term. The PERMITTEE may request an extension of the term of this Agreement for the PREMISES for **two (2) successive three (3) year** periods under the terms and conditions of this Agreement at the CITY's calculated fair market property payment rate for similar uses of CITY property, provided that the PERMITTEE is not in default or breach of any term, condition, or covenant of this Agreement. PERMITTEE shall provide CITY with written request to extend the term of the Agreement, and such notice is to be provided no later than **ninety (90)** days prior to the expiration date of the term of this Agreement.

The City Manager or City Manager's designee shall notify the PERMITTEE not later than **thirty (30) days** after receipt of such request whether such request will be recommended to the City Council for approval, at which time the City Manager shall provide PERMITTEE with the CITY's calculated fair market rent value and rental amount that the CITY is willing to accept for PERMITTEE'S use and occupation of the PREMISES during the extension term. In no event shall the rental rate be less than that required during the preceding annual term. City Manager's failure to provide the new rental amount within said time frame shall not defeat CITY's ability to make adjustments to the rental rate. Recommendation by the City Manager does not constitute CITY approval of the extension request. Recommendation by the City Manager in his/her

capacity as the CITY's authorized representative, shall, in his/her sole discretion, have the authority to deny any such request. Any such denial shall be sent to PERMITTEE not later than **thirty (30) days** from receipt of the request for extension.

In no event shall the term of this Agreement be extended in excess of **six (6) years** beyond the expiration of the term of this Agreement without the mutual written agreement of the parties and the prior approval of the City Council.

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

2.03 Termination Provisions. Notwithstanding any other provisions contained in this Agreement, either party may terminate this Agreement by giving the other party at least **thirty (30) days** prior written notice of such termination.

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

2.05 Surrender of Premises. At the expiration or earlier termination of this Agreement, PERMITTEE shall surrender the PREMISES to CITY free and clear of all liens and encumbrances created by PERMITTEE, except those liens and encumbrances which existed on the date of the execution of this Agreement by CITY. The PREMISES, when surrendered by PERMITTEE, shall be in a safe and sanitary condition and shall be in as good or better condition as the condition at commencement of this Agreement, absent normal wear and tear.

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

2.07. Time is of Essence. Time is of the essence as to all of the terms, covenants, conditions and provisions of this Agreement.

SECTION 3: PROPERTY USE PAYMENT

3.01 Property Use Payment. CITY hereby agrees that the Programs provided by PERMITTEE at the PREMISES are valuable consideration received from PERMITTEE, that the provision of such Programs shall constitute all the property use payment ("Property Use Payment") to be paid by PERMITTEE for its use of the PREMISES in accordance with the terms, covenants, conditions and provisions of this Agreement, and that PERMITTEE shall not be required to pay any monetary payments to CITY for its use and occupation of the PREMISES.

3.02 Available Funding. Notwithstanding Section 3.01 above, CITY and PERMITTEE

acknowledge that PERMITTEE may have the opportunity throughout the term of the Agreement to seek grants to provided operating funds for the PREMISES. PERMITTEE agrees to make reasonable efforts to apply for available grants which would specifically allow or not restrict PERMITTEE from utilizing a portion of the grant funds for operations ("Grants") at the PREMISES rather than relying solely on PERMITTEE'S Programs. Should said funds become available at any time during the Agreement term, CITY and PERMITTEE shall reasonably determine whether there are sufficient funds in the Grants for the imposition of a fair and reasonable monthly rental amount under this Agreement during the period of time that the funds are provided under the Grant. If applicable, said monthly rental amount will be paid to CITY in accordance with the terms set forth in Section 3.04 below.

3.03 Utilities. PERMITTEE agrees, if necessary for its operations, to order, obtain, and pay for cable and telephone services associated with its occupancy at the PREMISES, in addition to any service and installation charges in connection with PERMITTEE'S use, occupation and operation of the PREMISES related to such services. CITY shall be responsible for obtaining and paying for the electricity, gas, water and sewer services to the PREMISES for the benefit of PERMITTEE.

3.04 Time and Place of Payment. The PERMITTEE shall make all payments **monthly** in advance on or before the **first (1st) day** of each **new month**. Checks should be made payable to the City of Oceanside and delivered to the CITY at the address set forth in Section 6.07 of this Agreement. The place and time of payment may be changed at any time by CITY upon thirty (30) days' written notice to PERMITTEE. PERMITTEE assumes all risk of loss and responsibility for late payment charges.

3.05 Delinquent Payment. If PERMITTEE fails to pay the payment when due, PERMITTEE shall pay in addition to the unpaid payments, **five percent (5%)** of the delinquent payment. If the payment is still unpaid at the end of **fifteen (15) days**, PERMITTEE shall pay an additional **five percent (5%)** [being a total of **ten percent (10%)**] which is hereby mutually agreed by the parties to be appropriate to compensate CITY for loss resulting from payment delinquency, including lost interest, opportunities, legal costs, and the cost of servicing the delinquent account.

3.06 Security Deposit. PERMITTEE shall not be initially required to pay a security deposit under this Agreement to CITY. In the event the CITY determines, in its discretion, that a reasonable security deposit is required in order to protect CITY's interest in this Agreement, PERMITTEE shall pay the amount determined by CITY, immediately upon demand.

3.07 Program Reports. In consideration for the Property Use Payment set forth in Section 3.01 above, PERMITTEE shall provide the CITY with a written annual financial and operations report regarding all phases of PERMITTEE'S use and indicating that the PREMISES were used and occupied by PERMITTEE. PERMITTEE shall submit said report to CITY within **sixty (60) days** of each annual anniversary date of this Agreement.

SECTION 4: RECORDS

4.01 Inspection of Records. PERMITTEE agrees to make any and all records and accounts available to CITY for inspection at all reasonable times, so that CITY can determine PERMITTEE'S compliance with this Agreement. These records and accounts will be made available by PERMITTEE at the PREMISES and will be complete and accurate showing all

income and receipts from the use of the PREMISES. PERMITTEE'S failure to keep and maintain such records and make such records available for inspection by CITY shall be deemed a default of this Agreement. PERMITTEE shall maintain all such records and accounts for a minimum period of **five (5) years**.

SECTION 5: INSURANCE RISKS/SECURITY

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

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

- a. PERMITTEE shall maintain the following minimum limits:

General Liability

Combined Single Limit Per Occurrence	\$2,000,000
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General Aggregate	\$4,000,000
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Automobile Liability

Combined Single Limit Per Occurrence	\$100,000
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Aggregate	\$300,000
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Workers Compensation

California Workers Compensation Insurance	Statutory Limits
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Sexual Abuse Liability

Per Occurrence	\$1,000,000
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Aggregate	\$1,000,000
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- b. All insurance companies affording coverage to the PERMITTEE shall be required to add the City of Oceanside, its directors, officers, employees, contractors, and agents as "additional insured" under the insurance policy(s) required in accordance with this Agreement. Insurance coverage provided to CITY as additional insured shall be primary insurance to CITY, its directors, officers, employees, contractors, and agents.

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

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

e. PERMITTEE shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form satisfactory to the CITY concurrently with the submittal of this Agreement.

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

g. Maintenance of insurance by the PERMITTEE as specified in this Agreement shall in no way be interpreted as relieving the PERMITTEE of any responsibility whatever and the PERMITTEE may carry, at its own expense, such additional insurance as it deems necessary. CITY shall not be responsible to insure PERMITTEE's leasehold improvements and PERMITTEE's personal property as PERMITTEE shall be responsible for said items and for the insurance thereof.

h. If PERMITTEE fails or refuses to take out and maintain the required insurance, or fails to provide the proof of coverage, CITY has the right to obtain the insurance. PERMITTEE shall reimburse CITY for the premiums paid with interest at the maximum allowable legal rate then in effect in California. CITY shall give notice of the payment of premiums within thirty (30) days of payment stating the amount paid, names of the insurer(s) and rate of interest. Said reimbursement and interest shall be paid by PERMITTEE within **ten (10) days** following the notice of payment by CITY.

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

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

5.03 Accident Reports. PERMITTEE shall, within **seventy-two (72) hours** after occurrence, report to CITY any accident causing property damage or any serious injury to persons on the PREMISES. This report shall contain the names and addresses of the parties involved, a statement of the circumstances, the date and hour, the names and addresses of any witnesses and other pertinent information.

SECTION 6: GENERAL PROVISIONS

6.01 Acceptance of Premises. PERMITTEE accepts PREMISES in an "AS IS", "WHERE IS" condition, subject to all faults and conditions without warranty as to quality, character, performance or condition, and with full knowledge of the physical condition of the PREMISES.

6.02 Maintenance. CITY agrees to assume full responsibility for maintenance of the PREMISES throughout the term of the Agreement. CITY will make all repairs and replacements necessary to maintain and preserve the PREMISES in a decent, safe, healthy, and sanitary condition and in compliance with all applicable laws. In addition, CITY will keep the roof, foundation structural columns in good repair. CITY shall also maintain and repair the parking lot adjacent to PREMISES. CITY shall not, however, be liable to PERMITTEE unless PERMITTEE has given CITY prior written notice of the necessity for such repairs and/or maintenance, and any damage arising therefrom shall not have been caused, in whole or in part by the negligent or willful act or omission of PERMITTEE, its employees, agents or invitees, or by the failure of PERMITTEE to perform any of its obligations under this Agreement, or caused by any risk which PERMITTEE is required to insure pursuant to Section 5 of this Agreement.

In the event that the PREMISES are not in a decent, safe, healthy, and sanitary condition, CITY shall have the right, upon written notice to PERMITTEE, to enter the PREMISES to have any necessary work done. The rights reserved in this section shall not create or increase any obligations elsewhere in this Agreement imposed on CITY.

6.03 Fixtures and Equipment. All fixtures and equipment, if any, provided by PERMITTEE shall remain the property of the PERMITTEE. PERMITTEE shall be responsible for removing said fixtures and equipment upon termination or expiration of this Agreement.

6.04 Improvements/Alterations. No improvements, structures, or installations shall be performed on the PREMISES, and the PREMISES may not be altered by PERMITTEE in any way without prior written approval from the City Manager. Further, PERMITTEE agrees that major structural or architectural design alterations to structures, or installations may not be made on the PREMISES without the prior written approval from the City Manager.

6.05 Signs. PERMITTEE shall not erect or display any banners, pennants, flags, posters, signs, decorations, marquees, awnings, or similar devices or advertising without the prior written consent of CITY. If any such unauthorized item is found on the PREMISES, PERMITTEE shall remove the item at its expense within **twenty-four (24)** hours of written notice thereof by CITY, or CITY may thereupon remove the item at PERMITTEE'S cost.

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

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

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

To CITY:

**City of Oceanside
Property Management Division
South Building, Third Floor
300 North Coast Highway
Oceanside, CA 92054**

**Copy to:
Margery Pierce
Housing & Neighborhood Services
321 N. Nevada Street
Oceanside, CA 92054**

To PERMITTEE:

**Cause of Christ
745 Carmel Circle
Vista, CA 92084
Attention: Pastor Sheldon Brown
Telephone: (760) 529-2484
Email: blessbrowns@gmail.com**

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

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

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

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

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

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

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

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

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

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

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

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

CITY may also terminate this Agreement upon written notice to PERMITTEE in the event that:

- * PERMITTEE has previously been notified by CITY of PERMITTEE'S default under this Agreement and PERMITTEE, after beginning to cure the default, fails to diligently pursue the cure of the default to completion, or

- *PERMITTEE shall voluntarily file or have involuntarily filed against it any petition under any bankruptcy or insolvency act or law, or

- *PERMITTEE shall be adjudicated a bankruptcy, or

- *PERMITTEE shall make a general assignment for the benefit of creditors.

Upon termination, CITY may immediately enter and take possession of the PREMISES. Further, CITY shall also have any other available legal and/or equitable remedies permitted by law.

6.13 Other Regulations. All use of the PREMISES under this Agreement shall be in accordance with the laws of the United States of America, the State of California and in accordance with all applicable rules and regulations and ordinances of the City of Oceanside now in force, or hereinafter prescribed or promulgated by resolution or ordinance or by State or Federal law.

6.14 Nondiscrimination. PERMITTEE agrees not to discriminate in any manner against any person or persons on account of race, marital status, sex, religious creed, color, ancestry, national origin, age, or physical handicap in PERMITTEE'S use of the PREMISES.

SECTION 7: SPECIAL PROVISIONS

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

7.02 Permittee's Employee's. PERMITTEE shall provide an experienced and well qualified "on-site" supervisor to oversee all operations conducted by PERMITTEE on the PREMISES. PERMITTEE shall ensure that its employees shall at all times conduct themselves in a creditable manner, and they shall conform to all rules, regulations and requirements, as well as all rules and regulations as hereafter may be promulgated, or put into operation by the CITY, provided that such rules, regulations and requirements are not in conflict with the terms of this Agreement.

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

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

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

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

SECTION 8: SIGNATURES

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

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

CITY

THE CITY OF OCEANSIDE
a municipal corporation

By 
Michelle Skaggs Lawrence

Date August 7th, 2019

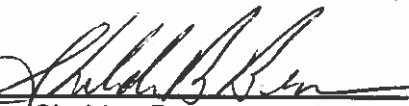
APPROVED AS TO FORM

By , 1987
City Attorney

Date August 7th, 2019

PERMITTEE

CAUSE OF CHRIST,
a 501c(3) California non-profit corporation

By 
Sheldon Brown

Title: President

Date July 23, 2019

By _____

Name: _____

Title: _____

Date: _____

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

EXHIBIT A
BUILDING, PREMISES AND PARKING LOT DESCRIPTION

EXHIBIT A

Outdoor Patio area (Common Area Space)

Mira Costa College
Welding Class Space (Classroom)

Mira Costa College
Upholstery Class Space
(Classroom)

Mira Costa College
Brewery Class
Space

Men's
Restroom

Women's
Restroom

Janitor
Closet

Cause of Christ
(Office &
Storage Room)

Office
(P&R)

Community
Resource Center
(P&R-Front
Office)

Corridor

Corridor/Lobby

OPD (Dance Room)

Mira Costa College (Classroom)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of San Diego }

On 7/23/19 before me, Cheryl Stobo Coffin, Notary Public
(Here insert name and title of the officer)

personally appeared Sheldon Bryant Brown
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.

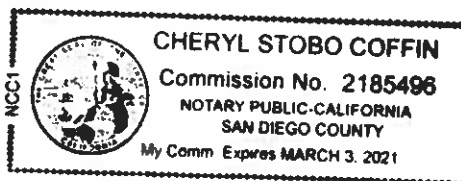
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]

Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Property Use Agreement
(Title or description of attached document)

City & Cause of Christ
(Title or description of attached document continued)

Number of Pages 16 Document Date 8/7/19

CAPACITY CLAIMED BY THE SIGNER

☐ Individual (s)

☒ Corporate Officer

President
(Title)

☐ Partner(s)

☐ Attorney-in-Fact

☐ Trustee(s)

☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~ - is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

**BY-LAWS
OF
Cause of Christ
A California Nonprofit Religious Corporation**

ARTICLE I

NAME

The name of this Corporation shall be **Cause of Christ**

ARTICLE II

OFFICES

SECTION 1. The principal office for the transaction of business of the corporation is located in Oceanside, California. The Directors may change the principal office from one location to another. Any change of this location shall be noted by the secretary on the By-Laws opposite this section, or this section may be amended to state the new location.

SECTION 2. The Board of Directors may at any time establish branch or subordinate offices at any place or places where the corporation is qualified to do business.

ARTICLE III

OBJECTIVES AND PURPOSES

SECTION 1. This corporation shall have the right to govern itself according to the standards of the New Testament Scriptures.

SECTION 2. This corporation shall implement its religious practice of New Testament Christianity commissioned by the proclamation of the good news of the gospel of salvation by faith in our Lord Jesus Christ, by any suitable method of media, which includes but is not limited to the following:

- (a) Establishing and operating a local church of churches for the worship of Jesus Christ, using personal evangelism, television and radio, conventions, preaching, teaching, missions in North America and other countries, and other Christian purposes;
- (b) To follow the Lord Jesus in the Ordinance of Baptism by immersion in water, (whenever possible), in the name of the Father, Son and Holy Spirit, and only to those persons who have repented of their sins and who have believed on the Lord Jesus Christ to the saving of their souls;
- (c) To observe the Ordinance of the Lord's Supper regularly as explained by the Scriptures and to believers only;
- (d) To examine candidates for the ministry, and to commission, license, and ordain those who shall

14070

A0771932

FILED DM
Secretary of State
State of California

JUN 26 2015

2461353

CERTIFICATE OF AMENDMENT OF ARTICLES OF INCORPORATION

The Undersigned certify that:

1. They are the **president** and the **secretary**, respectively, of **WILDFIRE MINISTRIES**, a California corporation.
- 2.

Article I of the Articles of Incorporation of this corporation is amended to read as follows: The name of the corporation is Cause of Christ.

3. The foregoing amendment of the Articles of Incorporation has been duly approved by the board of directors.
4. The corporation has no members.

We further declare under penalty of perjury under the law of the State of California that the matters set forth in this certificate are true and correct of our knowledge.

DATE: 6-24-2015

Sheldon Brown
Sheldon Brown, President

Naomi Brown
Naomi Brown, Secretary



I hereby certify that the foregoing transcript of 1 page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

JUL 02 2015

Date: Alex Padilla
ALEX PADILLA, Secretary of State



Department of Treasury
Internal Revenue Service
Ogden UT 84201-0038

Notice	CP148A
Notice date	September 28, 2015
Employer ID number	43-1975955
To contact us	Phone 1-800-829-0115

Page 1 of 1

066024.442498.119882.18656 1 AT 0.416 373



CAUSE OF CHRIST
% SHELDON BROWN
745 CARMEL CIR
VISTA CA 92084-3113



066024

We changed your mailing address

We processed a request to change your address to the address shown above. If you didn't authorize an address change, please contact us immediately.

What you need to do

If the address change is correct, you don't need to do anything.

If you didn't authorize a change of address, contact us immediately by calling the number listed above. If you prefer, you can write us at the address listed above; however, we can process your information more quickly if you call. Please include a copy of this notice with any written communication.

What you need to know

If we find any issues with an account, we send a letter or notice to your address of record. We strongly caution any employer against changing the address of record to that of a payroll service provider or other third party as it may significantly limit the employer's ability to be informed of tax matters involving the business. The employer is ultimately responsible for depositing and paying all federal employment tax liabilities.

For more information, visit www.irs.gov and search keywords, "Change of Address" or "Outsourcing Payroll Duties."

Additional information

- Visit www.irs.gov/cp148a.
- For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).
- Keep this notice for your records.

If you need assistance, please don't hesitate to contact us.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/06/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER State Farm Frank Weber, Agent 2588 El Camino Real Suite P Carlsbad, CA 92008		CONTACT NAME: Cathy Weber PHONE (A/C, No, Ext): 760-729-4966 FAX (A/C, No): 760-729-4982 E-MAIL ADDRESS: cathy.weber.L65T@statefarm.com	
INSURED CAUSE OF CHRIST 745 CARMEL CIR VISTA CA 92084-3113		INSURER(S) AFFORDING COVERAGE INSURER A: State Farm General Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 25151	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		90-C3-H170-6	02/07/2019	02/07/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000 OTHER: \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ OTHER: \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured Endorsement CMP-4188- Managers or Lessors of Premised is attached to the policy naming The City of Oceanside as Additional Insured.

Location: 2855 Cedar Rd, Oceanside, CA 92056

CERTIFICATE HOLDER City of Oceanside 300 North Coast Hwy Oceanside, CA 92054-2885	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Rochelle Bickel</i>
---	---

State Farm Mutual Automobile Insurance Company
900 Old River Road
Bakersfield, CA 93311



AT2 A-8471 A
BROWN, SHELDON & NAOMI
745 CARMEL CIR
VISTA CA 92084-3113

AUTO RENEWAL

PREMIUM PAID: \$409.27

DO NOT PAY.

Your premium is billed through the State Farm Payment Plan

State Farm Payment Plan Number: 1164977212

Your State Farm Agent

FRANK WEBER

Office: 760-729-4966

Address: 2588 EL CAMINO REAL STE P
CARLSBAD, CA 92008-1213

*If you have a new or different car, have added any drivers, or have moved,
please contact your agent.*

Thank you for choosing State Farm.

Policy Number: 429 8721-E19-55A

Policy Period: May 19, 2019 to November 19, 2019

Vehicle:

2000 AUDI A6

Principal Driver:

SHELDON BROWN

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund

transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

Policy Number: 429 8721-E19-55A
Prepared April 12, 2019
1004583

Page number 1 of 5

143562 202 01-15-2018



It's What You Know.

Your auto insurance premium is \$409.27.

Did you know you may qualify for a discount?

**Call State Farm® Agent FRANK WEBER at 760-729-4966
to see how much you can save!**

**Not all discounts are available in every state, and discount
amounts may vary by state*

VEHICLE INFORMATION

Review your policy information carefully. If anything is incorrect, or if there are any changes to your vehicle information, please let us know right away.

Vehicle Description	Vehicle Identification Number (VIN)	Who principally drives this vehicle?	How is this vehicle normally used?
2000 AUDI A6	WAUBH64B9YN096397	SHELDON BROWN, a married male, who will have 39 years of driving experience as of May 19, 2019.	To Work, School or Pleasure.

Other Household Vehicle(s)

Your premium may be influenced by other State Farm policies that currently insure the following vehicle(s) in your household:

1999 FORD F150
2007 TOYOTA CAMRY
2010 NISSAN MAXIMA
2019 TOYOTA CAMRY
2013 BMW C600 SPORT
2004 FORD MUSTANG

The premium on the expiring policy term was based on 12,300 miles per year.

The premium on the renewal policy term was based on 12,300 miles per year.

The premium for this renewal was determined using an annual mileage this vehicle is expected to be driven that was developed from information we obtained or was provided by you. The national average is more than 12,000 miles driven annually according to the U.S. Department of Transportation. Please contact us if you expect your annual mileage to change over the next year.

Premium Adjustment

Each year, we review our medical payments and personal injury protection coverages claim experience to determine the vehicle safety discount that is applied to each make and model. In addition, we review the comprehensive, collision, bodily injury and property damage claim experience annually to determine which makes and models have earned decreases or increases from State Farm's standard rates. If any changes result from our reviews, adjustments are reflected in the rates shown on this renewal notice.

DRIVER INFORMATION**Assigned Driver(s)**

The following driver(s) are assigned to the vehicle(s) on this policy.

Name	Driving Experience as of May 19, 2019	Gender	Marital Status
SHELDON BROWN	39 years	Male	Married

Other Household Driver(s)

In addition to the Principal Driver(s) and Assigned Driver(s), your premium may be influenced by the drivers shown below and other individuals permitted to drive your vehicle. This list does not extend or expand coverage beyond that contained in this automobile policy. The drivers listed below are the drivers reported to us that most frequently drive other vehicles in your household.

NAOMI K BROWN
JEREMIAH BROWN

Principal Driver & Assigned Drivers

For each automobile, the **Principal Driver** is the individual who most frequently drives it. Each driver is designated as an **Assigned Driver** on the household automobile that they most frequently drive. Your

premium may be influenced by the information shown for these drivers.

COVERAGE AND LIMITS *See your policy for an explanation of these coverages.*

A	Liability	
	Bodily Injury 100,000/300,000	
	Property Damage 50,000	\$233.33
C	Medical Payments 5,000	\$11.18
D	500 Deductible Comprehensive	\$27.22
G	1000 Deductible Collision	\$87.80
H	Emergency Road Service	\$3.54
U	Uninsured Motor Vehicle	
	Bodily Injury 100,000/300,000	\$41.25
U1	Uninsured Motor Vehicle	
	Property Damage	\$4.95
Total Premium		\$409.27

If any coverage you carry is changed to give broader protection with no additional premium charge, we will give

you the broader protection without issuing a new policy, starting on the date we adopt the broader protection.

DISCOUNTS *These adjustments have already been applied to your premium.*

Multiple Line	✓
Multicar	✓
Vehicle Safety	✓
Driving Safety Record	✓
California Good Driver	✓
Loyalty	✓
Total Discounts	\$1,646.29

Other Available Discount(s)

You may be eligible for additional discounts
See the enclosed insert for more information.

Mature Driver

SURCHARGES AND DISCOUNTS**Driving Safety Record Rating Plan**

Your driving safety record, along with other rating factors, determines what you pay for Liability, Medical Payments, Comprehensive, Collision, and Uninsured Motor Vehicle Coverages. Policyholders with no accidents and convictions pay less than those with accidents and convictions.

The Driving Safety Record Rate Level that is assigned to your policy moves up, down, or stays the same every policy renewal, depending upon your driving record. For every 12 months since the renewal following the occurrence of a chargeable accident or the conviction of a minor violation, the initial assigned Driver Record Level for that chargeable accident or conviction shall be lowered by 1 level. For each 12 month period since the conviction of a major violation, the initial assigned Driver Record Level for that conviction shall be lowered by 2 levels. The Rate Level is increased if there are subsequent chargeable accidents or convictions.

Definition of Chargeable Accidents

Chargeable accidents for new business are those which resulted in bodily injury or death or in payment(s) by an insurer due to damage to any property in the amount of more than \$1000. For accidents occurring prior to December 11, 2011, an accident shall be chargeable

provided it resulted in death or in payment(s) by an insurer due to damage to any property in the amount of more than \$750.

For applicants without prior insurance at the time of the accident, an accident shall be chargeable provided it resulted in damage to any property in the amount of more than \$1000 (more than \$750 if the accident occurred prior to December 11, 2011).

Chargeable accidents for renewal business are those which resulted in bodily injury or death or State Farm claim payments totaling more than \$1000 (more than \$750 for accidents occurring prior to December 11, 2011) under property damage liability coverage and collision coverage combined.

For more information about the rating plan, please contact your State Farm agent.

Drive Safe & Save™ removed.

Your Multiple Line Discount has increased. For additional information, please contact your agent.

Superior Driver Rate Level

ADDITIONAL INFORMATION

If any information on this renewal notice is incomplete or inaccurate, or if you want to confirm the information we have in our records, please contact your agent. For additional

information regarding discounts or coverages, see your State Farm agent or visit statefarm.com®.

Annual Mileage

We want to tell you about a change to how your premium will be calculated. Beginning with this renewal, we will obtain odometer readings annually through a third party vendor to determine your annual mileage.

This eliminates the need for customer-provided odometer readings. When applicable, this new process replaced any previous mileage-based rating on your policy.

If you have questions, please contact your State Farm agent.

Important Notice Regarding Your Premium

State Farm works hard to offer you the best combination of price, service, and protection. The amount you pay for automobile insurance is determined by many factors including:

- The coverage you have
- Where you live
- The kind of car you drive

(continued on next page)

- How the car is used
- Who drives the car

Any premium adjustment is reflected on this Auto Renewal. If you have any questions, please contact your agent.

Buying a new car? Remember to contact your agent!

When you buy an additional car or one that replaces a car already on your policy, you need to report the change to your agent **promptly**. Even though the dealership you purchased the car from may offer to notify your agent or insurance company, you, as the named insured, are responsible for reporting all changes to your auto policy. By contacting your agent, you can help:

- avoid any complications or lack of coverage in the event of an accident or loss,
- avoid insurance verification problems with a lienholder, the police, or the department of motor vehicles, and
- ensure that you receive any new discounts you may be entitled to.

Your current State Farm policy automatically provides certain coverages for a new or replacement car for up to a specified, limited number of days after you take possession of the car. Please refer to your policy for the number of days that applies in your state.

If you have any questions about coverage for a newly acquired car, please contact your State Farm agent.

Disclaimer: This message is provided for informational purposes only and does not grant any insurance coverage. The terms and conditions of coverage are set forth in your State Farm Car Policy booklet, the most recently issued Declarations Page, and any applicable endorsements.

CITY OF OCEANSIDE COMPREHENSIVE ZONING ORDINANCE

Article 15 Open Space Districts (Citywide)

Sections:

- 1510 Specific Purposes
- 1520 Land Use Regulations
- 1530 Development Regulations
- 1540 Review of Plans

1510 Specific Purposes

In addition to the general purposes listed in Article 1, the specific purposes of the open space districts are to:

- A. Provide a suitable classification for large public or private sites permanently designated for park or open space use.
- B. Protect public health and safety by limiting lands subject to flooding, slides, or other hazards to open space use.
- C. Allow the Planning Commission and City Council to consider the most appropriate use of a site following discontinuance of a large public or private open space use without the encumbrance of a base zoning district that may or may not provide appropriate regulations for development of the site.
- D. Provide a suitable classification that allows the Planning Commission and the City Council to designate lands considered undevelopable within a proposed land development or use as open space.

1520 Land Use Regulations

In the following schedule, the letter "P" designates use classifications permitted in open space districts; OS (inland areas) and O/CZ (coastal zone areas except D-Downtown District). The letter "L" designates use classifications subject to certain limitations prescribed by the "Additional Use Regulations" which follow. The letter "U" designates use classifications permitted on approval of a use permit, as provided in Article 41. The letters "P/U" designate use classifications permitted on the site of a permitted use, but requiring a use permit on the site of a conditional use. Letters in parentheses in the "Additional Regulations" column refer to "Additional Use Regulations" following the schedule.

CITY OF OCEANSIDE COMPREHENSIVE ZONING ORDINANCE

OS DISTRICT: LAND USE REGULATIONS

P - Permitted
 U - Use Permit
 L - Limited, (See Additional Use Regulations)
 -- Not Permitted

	OS	O/CZ	Additional Regulations
Residential Uses			
Day Care, Limited	P		
Single-family Residential	P		(A)
Public and Semipublic			
Cemetery	U	U	
Child Care	L-7	L-7	
Park & Recreation Facilities	L-5	L-5	
Public Safety Facilities	U	U	
Resource Centers	L-6		
Utilities, Major	L-4	L-4	
Utilities, Minor	P	P	(E)
Commercial Uses			
Commercial Recreation and Entertainment	L-1	L-1	
Food & Beverage Kiosk:	L-1		
Restaurants Full Service	L-1		
Restaurants Fast Food	L-1		
Horticulture, Limited	P		(F)(G)
Agricultural and Extractive Uses			
Animal Husbandry	L-3		(B)
Crop Production	P		(F)(G)
Mining and Processing	U	U	
Accessory Uses	P/U	P/U	(C)(G)
Nonconforming Uses			(D)

CITY OF OCEANSIDE COMPREHENSIVE ZONING ORDINANCE

OS District: Additional Use Regulations

- L-1 Permitted as part of a public park or public recreational facility with a use permit. Public and semi-public golf courses are allowed as part of an approved residential Master Plan with a use permit.
 - L-2 Only "limited" facilities allowed by use permit.
 - L-3 Use permit required; conditions may be imposed limiting herd size and restricting grazing to designated areas to protect water resources from agricultural runoff.
 - L-4 A use permit is required for generating plants, electrical substations, lone switching buildings, refuse collection, transfer, recycling or disposal facilities, water reservoirs, water or wastewater treatment plants, transportation or communication utilities, and similar facilities of public agencies or public utilities. Aboveground electrical transmission lines are not permitted unless determined to be consistent with a utility corridor plan approved by the Planning Commission. Flood control or drainage facilities are permitted if they are consistent with approved master drainage and/or flood-control plans.
 - L-5 Public parks allowed without a use permit if included as part of an approved Master Plan. All other uses require a use permit.
 - L-6 Allowed with an Administrative Use Permit issued by the City Planner.
 - L-7 See Article 30: Section 3041, Child Care Facility. Allowed within the RE, RS, RM, RH, RT, CN, CC, CG, CL, CR, CV, CS, CS-HO, CS-L, CP, IL, IG, IP, A, OS, O/CZ, PS and the D Districts subject to obtaining a Child Care Facility Permit issued by the City Planner and subject to the City's adopted Child Care Guidelines. If new development (construction) is proposed for a child care facility, a Development Plan Review is required. A Development Plan Review may be conducted independently or concurrently with the Child Care Facility Permit review.
-

- (A) Limited to one primary dwelling unit and one accessory dwelling unit per site, subject to the requirements of Section 3006: Accessory Dwelling Units.
 - (B) See Chapter 4 of the Municipal Code and Article 30, Section 3034.
 - (C) Limited to facilities incidental to an open space use.
 - (D) See Article 35: Nonconforming Uses and Structures.
 - (E) See Section 3025: Antennas and Microwave Equipment.
-

CITY OF OCEANSIDE COMPREHENSIVE ZONING ORDINANCE

- (F) Any Horticulture, Limited or Crop Production use must conform to the City's Grading Ordinance including the requirement that the grading and/or agricultural operation will not cause significant damage to any environmentally sensitive areas nor cause elimination of any significant wildlife habitat or riparian area. Sufficient buffering of the operation should be provided from adjacent residential uses.
- (G) Agricultural Sales Stands, in conjunction with a Horticulture, Limited or Crop Production use, shall be permitted subject to the locational and development standards of Section 3038.

1530 Development Regulations

Development regulations shall be as specified by the use permit, provided that, if the use permit fails to regulate an element regulated by an abutting base district, the regulations of the abutting base district shall apply to each portion of an open space district.

Areas within the O/CZ zoning district shall be protected from extensive building encroachment. Necessary amenities or appurtenant structures, i.e., picnic shelters, mausoleums, club houses may be allowed in those areas where such facilities are warranted or necessary providing approval is granted under appropriate provisions of the Zoning Ordinance.

1540 Review of Plans

All projects shall require development plan review as per Article 43.