

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

161



**FROM:** Economic Development Agency

**SUBMITTAL DATE:**  
June 30, 2010

**SUBJECT:** Lease Agreement by and between the County of Riverside and the City of Corona

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Find that the Lease Agreement between the County of Riverside and the City of Corona for the El Cerrito Sports Park (Lease) is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15301 Existing Facilities;
2. Approve the attached Lease Agreement and authorize the Chairman to execute the same on behalf of the County; and

(Continued)

Robert Field  
Assistant County Executive Officer/EDA

<b>FINANCIAL DATA</b>	<b>Current F.Y. Total Cost:</b>	\$ 0	<b>In Current Year Budget:</b>	N/A
	<b>Current F.Y. Net County Cost:</b>	\$ 0	<b>Budget Adjustment:</b>	N/A
	<b>Annual Net County Cost:</b>	\$ 0	<b>For Fiscal Year:</b>	N/A

<b>SOURCE OF FUNDS:</b> Revenue Lease – No Funding Required for this Agreement	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:**

**APPROVE**

BY: Jennifer L. Sargent

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL  
BY: MICHELLE CLACK  
DATE: 6/30/10

Environmental Concurrence

Consent  
 Policy  
  
 Consent  
 Policy  
  
 Dep't Recomm.:  
 Per Exec. Ofc.:

Prev. Agn. Ref.: 9.7 of 9/18/07

District: 2

Agenda Number:

**3.40**

**RECOMMENDED MOTION:** (Continued)

3. Authorize the Assistant County Executive Officer/EDA, or his designee, to execute subsequent, relevant and necessary documents needed to implement the Lease, including the written instrument documenting acceptance of the park set forth in Section 2.02 of the Lease.

**BACKGROUND:**

On September 18, 2007 the Board of Supervisors adopted County Resolution No. 2007-330, Authorization to Condemn Real Property for the El Cerrito Sports Park, to acquire property for the purpose of developing a community park in the unincorporated community of El Cerrito, described as Assessor Parcel Number 277-210-008, consisting of approximately 5.19 acres, located on the north side of El Cerrito Road near Interstate 15. This parcel when combined with the County's adjacent 21.30 acre parcel, designated as Assessor's Parcel Number 277-210-003, and will provide a community sports park of approximately 26 acres for the enjoyment of the area's residents. On July 29, 2008, the Redevelopment Agency for the County of Riverside's Board of Directors approved the improvement plans to develop the Park and subsequently construction of the Park improvements commenced and were completed.

Previously, there were no parks in the area, which has approximately 4,600 residents in the immediate community and over 10,000 residents in outlying areas. The purpose of this Form 11 is to provide the authority to approve a lease agreement to allow the full use of the Park in return for the City of Corona providing for the long-term operations and maintenance of the Park. The terms of the Lease are as follows:

Location: 7500 block of El Cerrito Road  
Unincorporated area north of El Cerrito Road east of I-15  
Riverside County, California

Lessor: County of Riverside.

Lessee: City of Corona.

Size: Approximately 26 acres.

Term: Thirty (30) years.

Commencement Date: The "Park Acceptance Date," the date the parties inspect the property and agree that the improvements are complete and that the improvements are in conformance with the park plans and specifications.

Rent: City shall pay County \$1.00 annually, for each year of the lease term.

**BACKGROUND:** (Continued)

Conveyance of Property: At the expiration of the lease, County shall convey fee simple title to the City of Corona. The property shall be conveyed "as is."

Repairs and Maintenance: The City of Corona shall be responsible for the repairs and maintenance of the property, however, they shall not be required to complete additional capital improvements.

Utilities: The City of Corona shall be responsible for all utility expenses.

Subleasing or Assignment: At County's sole and absolute discretion.

Revenue to County/City: There is currently one (1) billboard and two (2) telecommunications facilities located on a portion of the premises, adjacent to Interstate 15. An additional telecommunications facility will be constructed on the property in the near future. The revenue from the operation of these billboards and telecommunications facilities shall be paid to the County through June 4, 2013, and thereafter such revenues shall be paid to the City of Corona.

**FINANCIAL DATA:**

There are no new project costs associated with this Form 11 and lease agreement. All previous costs to complete the improvements were provided from the Redevelopment Agency's funds.

1 **EL CERRITO SPORTS PARK**  
2 **LEASE AGREEMENT**

3 **THIS LEASE AGREEMENT** (the "Lease") is made and entered into this \_\_\_\_ day of  
4 \_\_\_\_\_, 2010, by and between the County of Riverside, a political subdivision of the state of  
5 California ("County"), and the City of Corona, a California Municipal Corporation ("City").

6 **RECITALS**

7 **WHEREAS**, the El Cerrito Sports Park (the "Park") is currently being constructed by  
8 the Redevelopment Agency for the County of Riverside ("Agency") within the El Cerrito Sub  
9 Area of Redevelopment Project Area 1-1986 (the "Project Area") on Assessor's Parcel  
10 Numbers 277-210-003 and 277-210-008, which property is owned by the County and  
11 described in more detail on Exhibit "A" attached hereto and incorporated herein by this  
12 reference;

13 **WHEREAS**, the improvement plans to develop the Park are detailed in plans and  
14 specifications as approved by the Agency Board of Directors on July 29, 2008, and any  
15 amendments thereto as approved by the Agency Executive Director hereinafter referred to as  
16 the ("Park Improvements");

17 **WHEREAS**, the Park Improvements and the land on which the Park Improvements  
18 shall be constructed on are collectively referred to as (the "Property");

19 **WHEREAS**, the County desires to lease the Property to the City to allow full use of the  
20 Park in return for the City providing for the long term operation and maintenance of the Park,  
21 as provided for herein, and provide equal access to certain residents of the County within the  
22 areas which are described on the map which is attached hereto as Exhibit "B" and  
23 incorporated herein by this reference;

24 **WHEREAS**, the City desires to Lease the Park from the County as set forth in the  
25 terms and conditions provided for herein.

1           **NOW, THEREFORE**, in consideration of the preceding promises and the mutual  
2 covenants and agreements hereinafter contained, the parties hereby agree as follows:

3           **1.     PROPERTY DESCRIPTION AND LEASE OF PROPERTY**

4           1.01. The Property, known as the El Cerrito Sports Park, consists of approximately  
5 twenty six (26) acres located at 7500 El Cerrito Road, Corona, CA 92881 as depicted on  
6 Exhibit "A", attached hereto and incorporated herein by reference.

7           1.02. Subject to the provisions of the recital paragraphs outlined above, such  
8 paragraphs being incorporated herein by this reference, and subject to the other terms and  
9 provisions contained herein, County hereby Leases to City, and City hereby Leases from  
10 County, the Property.

11           1.03. Possession of the Property shall be delivered to City upon the completion and  
12 acceptance of the Park Improvements as provided for herein.

13           **2.     EFFECTIVE DATE AND TERM**

14           2.01. The effective date of this Lease shall commence upon the full execution of the  
15 Lease by both the City and County ("Effective Date").

16           2.02. Upon completion of the Park Improvements by Agency, Agency shall give  
17 County and City notice that the Park Improvements are ready for acceptance. County and  
18 City shall have the right to inspect the Park Improvements to ensure that the Park  
19 Improvements are complete and in conformance with the Park Plans and Specifications. In  
20 the event that any portion of the Park Improvements are incomplete or non-conforming, then  
21 County and City shall provide written notice of such non-conformity to Agency and shall  
22 thereafter meet and confer with Agency to discuss any required corrective action. Upon  
23 acceptance of the Park Improvements in the reasonable discretion of County and City, the  
24 County, Agency and City shall execute a written instrument documenting acceptance and the  
25 agreed upon "Park Acceptance Date".

1           2.03. The term of the Lease shall commence on the Park Acceptance Date and  
2 continue in effect for a period of thirty (30) years unless earlier terminated in accordance with  
3 the terms of this Lease ("Lease Term").

4           2.04. The obligations of City to operate and maintain the Park as set forth herein  
5 shall commence upon the Park Acceptance Date.

6       **3.     RENTAL**

7           3.01. City shall pay to County an annual payment of rent in the amount of One  
8 Dollar (\$1.00) ("Base Rental").

9           3.02. On the Park Acceptance Date, the City will tender to County its first check for  
10 the annual rent payment in the amount of One Dollar (\$1.00), and thereafter, rent shall be  
11 payable annually on the anniversary of the Park Acceptance Date.

12           3.03. All payments of Base Rental and other sums payable to County hereunder  
13 shall be paid to County at the following address:

14           Riverside County Economic Development Agency  
15           P.O. Box 1180  
16           Riverside, CA 92502  
17           Attn: Robert Field, Executive Director

17       **4.     TRANSFER OF LEASE**

18           4.01. City may not transfer or assign this Lease without the prior written consent of  
19 the County, and any attempt by City to voluntarily transfer or assign the Lease without such  
20 consent shall be null and void.

21       **5.     CONVEYANCE OF PROPERTY**

22           5.01. Upon expiration of the thirty (30) year term of this Lease, the County will  
23 convey fee simple title to the Property and all improvements thereupon to the City, free and  
24 clear of any liens, encumbrances, restrictions or covenants. The Property and Park  
25

1 Improvements shall be conveyed "as-is" in their current condition and no consideration shall  
2 be payable by the City for such conveyance.

3 **6. ALTERATIONS**

4 6.01. City shall not make any material structural or exterior alterations or changes to  
5 the Property without the prior written consent of County, which consent shall not be  
6 unreasonably withheld, conditioned or delayed.

7 6.02. City hereby agrees to indemnify, defend and hold the Agency and County and  
8 their respective elected officials, officers, employees, agents, and servants harmless from and  
9 against any mechanic's liens and from any and all costs, expenses, claims, causes of action,  
10 attorneys' fees and title costs in respect to damage to property or injury to persons which  
11 might arise by virtue of any work on the Property authorized or required to be performed by or  
12 at the expense of the City.

13 6.03 City understands and agrees that any alterations or changes are subject to  
14 compliance with all applicable federal, state and local laws and regulations. All alterations  
15 and improvements to be made and fixtures installed or caused to be made and installed, by  
16 City shall become the property of County with the exception of trade fixtures as such term is  
17 used in Section 1019 of the Civil Code.

18 6.04 At or prior to the expiration of this Lease, City may remove such trade fixtures,  
19 provided, however, that such removal does not cause injury or damage to the Property, or in  
20 the event it does, City shall restore the Property to its original shape and condition. In the  
21 event such trade fixtures are not removed, County may at its own discretion either: 1) remove  
22 and store such fixtures and restore the Property for the account of City, and in such event,  
23 City shall within thirty (30) days after billing and accounting reimburse County for the costs so  
24 incurred, or 2) take and hold such fixtures as its sole property.

25 ///

1 **7. USE, MAINTENANCE AND REPAIR OF THE PROPERTY**

2 7.01. During the term of the Lease, the Property is to be used by City for the  
3 operation of a park and the conduct thereon of usual and customary recreational activities for  
4 which there are existing facilities on the Property. City agrees to restrict its use of the  
5 Property to such purposes and not to use or permit the use of the Property for any other  
6 purpose whatsoever without the prior written consent of the County.

7 7.02. The Property shall, at a minimum, be open to the public during the normal  
8 operating hours for similar park facilities within the City, subject to any restrictions which may  
9 be reasonably adopted by the City to protect public safety.

10 7.03 During the term of this Lease, City shall, at City's sole cost and expense, keep  
11 and maintain the Property (including landscaping, plant materials, irrigation equipment,  
12 hardscaping, structures and park facilities) in good condition and repair (subject to normal  
13 wear and tear), in accordance with the City's established park maintenance standards, a copy  
14 of which has been attached hereto as Exhibit "C" and incorporated herein by this reference.  
15 City shall not materially change such standards with respect to the maintenance and repair of  
16 the Property without the prior written consent of the County. All repairs and maintenance  
17 required of City in accordance with the foregoing shall be done in a good and workmanlike  
18 manner.

19 7.04. City shall be responsible, at its sole cost and expenses, for repairs and  
20 maintenance which are capital in nature, provided, however, that City shall not be required to  
21 make any additional capital improvements beyond its obligations pursuant to Section 7.03.

22 7.05. The County shall retain any lease or contract related to signs, sign structures,  
23 telecommunication facilities or other facilities or concessions (including corporate sponsorship  
24 or naming rights) of any kind on the Property, either on the date of this Lease (a list of which  
25 have been provided to City by County), or which may be installed thereafter, and shall retain



1 all revenues generated from said leases and contracts from the Effective Date to June 4,  
2 2013. Commencing June 5, 2013, all revenues generated from leases and contracts  
3 associated with the Property shall be accounted for by the County and in lieu payments shall  
4 be made by the County to the City in a sum equivalent to the revenues collected from said  
5 leases and contracts. In the event that City identifies an opportunity to enter into a new lease  
6 or contract that is covered by this Section 7.05 which would generate additional revenue for  
7 the Park, County shall cooperate with City to pursue such opportunity. Furthermore, if the  
8 contracting party to a lease or contract at the Park is not in compliance with the City's rules or  
9 regulations or is generally not complying with its obligations with respect to offering series or  
10 maintaining facilities located on the Property, the County will investigate and take action as  
11 appropriate under the relevant lease or contract. All monies received by the City from the  
12 County shall be used by City solely for the purpose of meeting its obligation under this Lease  
13 or for making additional capital improvements to the property.

14 7.06 County agrees the use of the Property and the Park by the public shall be subject  
15 to and operated and maintained by the City in accordance with Title 12, Chapter 12.24 of the City's  
16 Municipal Code ("City Park Ordinance") as set forth in Exhibit "D" attached hereto and  
17 incorporated herein by reference. The City shall provide the County with a copy of any  
18 amendment to Title 12, Chapter 12.24 of said Municipal Code at least thirty (30) days prior to  
19 such amendment being adopted by the City's Council. County reserves the right during such  
20 notice period to object to any amendment which the County believes is inconsistent with County  
21 Ordinance No. 328 or applicable federal and state law. The City and County shall meet and  
22 confer with respect to any such objection and the applicable provision shall not go into effect  
23 until the objection has been resolved by City and County. The County agrees that with respect to  
24 the Property and the Park, the City Park Ordinance shall be deemed an "applicable law or  
25 regulation" which may be enforced by the Riverside County Sherriff's Department or other law

1 enforcement agencies pursuant to Section 4 of County Ordinance No. 328. The City and County  
2 agree that the City shall have the primary responsibility to enforce the City Park Ordinance in  
3 accordance with Section 12.24.040 of the City Park Ordinance, subject to the right to request law  
4 enforcement assistance from the Riverside County Sherriff's Department as reasonably necessary  
5 to maintain public order or to prevent, remedy or take other appropriate action with regard to  
6 violations of applicable laws or regulations. City shall have the right to install signage and such  
7 other notices on the Property and Park in accordance with the City Park Ordinance.

8 7.07 City and County acknowledge that the Redevelopment Agency for the County  
9 of Riverside shall submit for approval a funding agreement for the construction costs of a  
10 reclaimed water line, at its sole costs and expense, not-to-exceed One Million Two Hundred  
11 Fifty Thousand Dollars (\$1,250,000) that will benefit and serve the Park with reclaimed water  
12 ("Reclaimed Water Line") to the Board of Directors of the Agency at or before the regular  
13 meeting scheduled for July 27, 2010. The completion of the Reclaimed Water Line is material  
14 consideration for the obligations of the City under this Lease.

15 7.08. Notwithstanding Section 17.018, County may inspect the Property and Park on  
16 an annual basis to ensure the Property and Park are being used, maintained and operated in  
17 accordance with the terms of this Lease. Prior to inspecting the Property and Park, County  
18 shall provide reasonable notice to the City of the date and time for the inspection.

19 7.09 City shall be responsible for the operation and maintenance of all best  
20 management practices (BMPs) associated with the Property's Water Quality Management  
21 Plan for the Lease Term as described in attached Exhibit "E". City shall be responsible for  
22 any fine, penalty, or any other civil, criminal or administrative liability resulting from the City's  
23 failure to maintain the BMPs.

24 **8. UTILITIES**

25 8.01. City agrees that it shall pay all costs for all utility services including but not

1 limited to electricity, gas, water, sewer, and trash removal used in connection with the  
2 operation of the Property throughout the term of the Lease.

3 **9. ASSIGNMENT AND SUBLETTING**

4 9.01. City may not assign or sublet the Property without County's consent, which  
5 may be withheld at the County's sole and absolute discretion. Notwithstanding the foregoing,  
6 a contract between the City and a third party to provide concessions at the Park shall not be  
7 deemed an assignment or sublet pursuant to this section.

8 **10. MECHANIC'S LIENS**

9 10.01. City will not cause any mechanic's liens or materialmen's liens to be placed on  
10 the Property and will cause any lien placed thereon by City or any party claiming by, through  
11 or under City, to be promptly removed. If City fails to remove any such lien within thirty (30)  
12 days following written demand therefor, County may remove the same and City will reimburse  
13 County for the costs incurred in connection with such removal within thirty (30) days of the  
14 City's receipt of an invoice therefore showing in reasonable detail such costs incurred.

15 10.02. Notwithstanding anything to the contrary set forth above, if City shall have  
16 commenced activity on the Property pursuant to this Lease, and, in connection therewith any  
17 lien, claim or demand is filed against the Property, and City, in good faith, contests the validity  
18 of any such lien, claim or demand, then City may, at its expense, defend itself and County  
19 against the same and shall pay and satisfy any adverse judgment that may be rendered  
20 thereon before any enforcement thereof against the Property or County. County's right to  
21 contest such liens, claims or demands pursuant to the terms of this Section is expressly  
22 conditioned upon City causing such lien to be released of record, within the time period  
23 required in Section 10.01, by bonding over such lien in the manner provided by applicable law  
24 and indemnifying City against liability for the same, and holding the Property free from the  
25 effect of any such lien, claim or demand.

1 **11. INSURANCE**

2 11.01. Without limiting or diminishing the City's obligation to indemnify or hold the  
3 County harmless, City shall procure and maintain or cause to be maintained, at its sole cost  
4 and expense, the following insurance coverage's during the term of this Lease.

5 **A. Workers' Compensation:** The City maintains excess worker's  
6 compensation insurance coverage for claims in excess of a self-insured retention of One  
7 Million Dollars (\$1,000,000). The policy shall be endorsed to waive subrogation in favor of The  
8 County, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

9 **B. Commercial General Liability:** Commercial General Liability insurance  
10 coverage, including but not limited to, premises liability, contractual liability, products and  
11 completed operations liability, personal and advertising injury, and cross liability coverage,  
12 covering claims which may arise from or out of City's performance of its obligations  
13 hereunder. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts,  
14 and Departments, their respective directors, officers, Board of Supervisors, employees,  
15 elected or appointed officials, agents or representatives as Additional Insured. Policy's limit of  
16 liability shall not be less than One Million Dollars (\$1,000,000) per occurrence combined  
17 single limit. If such insurance contains a general aggregate limit, it shall apply separately to  
18 this agreement or be no less than two (2) times the occurrence limit.

19 **C. Vehicle Liability:** If vehicles or mobile equipment are used in the  
20 performance of the obligations under this Agreement, then City shall maintain liability  
21 insurance for all owned, non-owned or hired vehicles so used in an amount not less than One  
22 Million Dollars (\$1,000,000) per occurrence combined single limit. If such insurance contains  
23 a general aggregate limit, it shall apply separately to this agreement or be no less than two (2)  
24 times the occurrence limit. Policy shall name the County, its Agencies, Districts, Special  
25

1 Districts, Departments and their respective directors, officers, Board of Supervisors,  
2 employees, elected or appointed officials, agents or representatives as Additional Insured.

3 **D. General Insurance Provisions - All lines:**

4 1) Any insurance carrier providing insurance coverage hereunder  
5 shall be admitted to the State of California and have an A M BEST rating of not less than A:  
6 VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the  
7 County's Risk Manager waives a requirement for a particular insurer such waiver is only valid  
8 for that specific insurer and only for one policy term.

9 2) The City's insurance carrier(s) must declare its insurance self-  
10 insured retentions. Except for workers' compensation coverage, if such self-insured  
11 retentions exceed Five Hundred Thousand Dollars (\$500,000) per occurrence such retentions  
12 shall have the prior written consent of the County Risk Manager before the commencement of  
13 operations under this Agreement. Upon notification of self insured retention unacceptable to  
14 the County, and at the election of the County's Risk Manager, City's carriers shall either; 1)  
15 reduce or eliminate such self-insured retention as respects this Lease with the County, or 2)  
16 procure a bond which guarantees payment of losses and related investigations, claims  
17 administration, and defense costs and expenses.

18 3) City shall cause City's insurance carrier(s) to furnish the County  
19 with either 1) a properly executed original Certificate(s) of Insurance and certified original  
20 copies of Endorsements effecting coverage as required herein, and 2) if requested to do so  
21 orally or in writing by the County Risk Manager, provide original Certified copies of policies  
22 including all Endorsements and all attachments thereto, showing such insurance is in full force  
23 and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of  
24 the insurance carrier(s) that thirty (30) days written notice shall be given to the County prior to  
25 any material modification, cancellation, expiration or reduction in coverage of such insurance.

1 In the event of a material modification, cancellation, expiration, or reduction in coverage, this  
2 Lease shall terminate forthwith, unless the County receives, prior to such effective date,  
3 another properly executed original Certificate of Insurance and original copies of  
4 endorsements or certified original policies, including all endorsements and attachments  
5 thereto evidencing coverage's set forth herein and the insurance required herein is in full force  
6 and effect. City shall not commence operations until the County has been furnished original  
7 Certificate (s) of Insurance and certified original copies of endorsements and if requested,  
8 certified original policies of insurance including all endorsements and any and all other  
9 attachments as required in this Section. An individual authorized by the insurance carrier to  
10 do so on its behalf shall sign the original endorsements for each policy and the Certificate of  
11 Insurance.

12 4) It is understood and agreed to by the parties hereto that the  
13 City's insurance shall be construed as primary insurance, and the County's insurance and/or  
14 deductibles and/or self-insured retention's or self-insured programs shall not be construed as  
15 contributory.

16 5) City shall pass down the insurance obligations contained herein  
17 to all tiers of sublessees working under this Lease.

18 6) The insurance requirements contained in this Lease may be met  
19 with a program(s) of self-insurance acceptable to the County.

20 7) City agrees to notify County of any claim by a third party or any  
21 incident or event that may give rise to a claim arising from the performance of this Lease.

22 **12. INDEMNIFICATION**

23 12.01. City shall indemnify and hold harmless the Agency and the County of Riverside  
24 and their respective, elected and appointed officials, employees, agents and representatives  
25 (collectively, the "Indemnified Parties") from any damage, claim or liability arising from the

1 acts or omissions of City, its officers, employees, agents or representatives arising out of or  
2 in any way relating to this Agreement, including but not limited to Property damage, bodily  
3 injury, death, or any liability as a result of the City's enforcement of Title 12, Chapter 12.24 or  
4 any other provision of the City's Municipal Code on the Property and Park, or any other  
5 element of any kind or nature whatsoever arising from the performance of City, its officers,  
6 agents, employees, agents or representatives from this Agreement. City shall defend, at its  
7 sole expense, all costs and fees including, but not limited, to attorney fees, cost of  
8 investigation, defense and settlements or awards, the Indemnified Parties in any claim or  
9 action based upon such alleged acts or omissions.

10 With respect to any action or claim subject to indemnification herein by City, City shall,  
11 at their sole cost, have the right to use counsel of their own choice and shall have the right to  
12 adjust, settle, or compromise any such action or claim without the prior consent of County;  
13 provided, however, that any such adjustment, settlement or compromise in no manner  
14 whatsoever limits or circumscribes City's indemnification to County as set forth herein.

15 City's obligation hereunder shall be satisfied when City has provided to County the  
16 appropriate form of dismissal relieving County from any liability for the action or claim  
17 involved.

18 The specified insurance limits required in this Agreement shall in no way limit or  
19 circumscribe City's obligations to indemnify and hold harmless the County herein from third  
20 party claims.

21 **13. HAZARDOUS MATERIALS**

22 13.01 City shall not cause or permit its agents, contractors or employees to cause the  
23 Property to be in violation of any federal, state or local laws, ordinances or regulations relating  
24 to industrial hygiene or to environmental conditions on, under or about the Property including,  
25 but not limited to, soil and ground water conditions. City shall not use, generate, manufacture,

1 store or dispose of on, under or about the Property or transport to or from the Property any  
2 flammable explosives, radioactive materials, hazardous wastes, toxic substances or related  
3 materials, including, without limitation, any substances defined as or included in the definition  
4 of "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic substances"  
5 under any applicable federal or state laws or regulations (collectively referred to hereinafter as  
6 "Hazardous Materials") including without limitation, California Health & Safety Code  
7 Section 25316, as well as any amended or successor statute as may exist from time to time  
8 during the term of this Lease and any renewals thereto, as well as any petroleum or  
9 petroleum-derived product, natural gas, liquefied natural gas, synthetic fuel gas, radioactive  
10 materials or waste and/or "medical waste" as defined in California Health & Safety Code  
11 Section 25023.2, as well as any amended or successor statute as may exist from time to time  
12 during the term of this Lease and any renewals thereto. Notwithstanding the foregoing, the  
13 City and its agents, contractors and employees, shall have the right to use normal and  
14 customary fertilizers, pesticides, paints, solvents, cleaning products and other chemicals or  
15 materials which are reasonably necessary for the operation and maintenance of the Property  
16 and the Park, provided, however, that such use is in compliance with all applicable federal,  
17 state or local laws.

18 **14. DEFAULT AND REMEDIES**

19 14.01 This Lease shall be deemed in default and breached by City if, during the term  
20 of this Lease, City materially defaults in the performance of its obligations and the conditions  
21 or covenants under this Lease and such default continues for ninety (90) days unless City  
22 cures such default within said period or commences to cure such default if the default cannot  
23 reasonably be cured within such period plus such reasonable period of delay as City may  
24 encounter in the performance of its agreements, conditions, and/or covenants by reason of  
25 matters beyond the control of City.



1           14.02. In the event of City's default pursuant to Section 14.01 which is not cured within  
2 the relevant cure period, County may, at its option and without limiting County in the exercise  
3 of any other right or remedy it may have on account of a default or breach by City, exercise  
4 any and all rights and remedies available at law or in equity. In addition, if City is in default  
5 hereunder, County may, but shall not be obligated to, take any action necessary to cure City's  
6 default without waiving any other right County may have as a result of such default, in which  
7 event City shall reimburse County for the costs incurred by County in connection with curing  
8 such default within fifteen (15) days following receipt of an invoice therefore showing in  
9 reasonable detail such costs incurred..

10           14.03. This Lease shall be deemed in default and breached by County if, during the  
11 term of this Lease County defaults in the performance of any of its obligations hereunder and  
12 such default continues for ninety (90) days after written notice to County by City, plus such  
13 reasonable period of delay as County may encounter in the performance of its agreements,  
14 conditions, and/or covenants by reason of matters beyond the control of County.

15   **15.    DAMAGE AND DESTRUCTION**           In the event the Property is damaged or  
16 destroyed as a direct result of the action of the City, the City shall pay for, or reimburse the  
17 County for repairs. City shall contact the County as soon as possible after the damage or  
18 destruction is noticed and provide photographic evidence of the damage. Prior to any repairs,  
19 County shall be given thirty (30) days to make repairs before City takes any action to have the  
20 damage/destruction repaired, unless the damage or destruction is of such nature that it  
21 prohibits further use of the Property until repaired. In that event, City shall have the right to  
22 have the repairs done as soon as possible. In the event that City receives insurance  
23 proceeds for the damage or destruction, and the County has already paid for the repairs,  
24 County shall be reimbursed the amount expended (upon proof of expenditures), not to exceed  
25 the total amount of the insurance proceeds.

1 **16. PERSONNEL**. City represents that it has all the personnel required to perform the  
2 maintenance services under this Lease or will subcontract for necessary services. City  
3 personnel shall not be employed by, nor have any direct contractual relationship with the  
4 County. The City, its employees or personnel under direct contract with the City shall perform  
5 all services required hereunder. City and its agents, servants, employees and shall act at all  
6 times in an independent capacity during the term of this Lease and shall not act as, and shall  
7 not be, nor shall they in any manner be construed to be agents, officers or employees of the  
8 County.

9 **17. GENERAL PROVISIONS**

10 17.01. All of the provisions of this Lease shall be deemed as running with the land,  
11 and construed to be "conditions" as well as the "covenants" as though the words specifically  
12 expressing or imparting covenants and conditions were used in each separate provision.

13 17.02. Whenever County's approval is required under any provision of this Lease, it  
14 shall be defined that County's approval shall not be unreasonably withheld, unless specifically  
15 stated otherwise herein.

16 17.03. No delay or failure by either County or City to insist upon the strict performance  
17 by the other of any covenant, agreement, term, or condition of this Lease or to exercise any  
18 right or remedy consequent upon a breach thereof shall constitute a waiver of any such  
19 covenant, agreement, term or condition. To be effective, any waiver must be in writing and  
20 signed by the waiving party. No waiver of any breach shall affect or alter this Lease, but each  
21 and every covenant, condition, agreement, and term of this Lease shall continue in full force  
22 and effect with respect to any other then existing or subsequent breach. The subsequent  
23 acceptance of rent hereunder by County shall not be deemed to be a waiver of any preceding  
24 breach by City of any term, covenant or condition of this Lease, other than the failure of City to  
25

1 pay the particular rental so accepted, regardless of County's knowledge of such pre-existing  
2 breach at the time of acceptance of such rent.

3 17.04. Time is of the essence of this Lease, and of each provision.

4 17.05. The time in which any act provided by this Lease is to be done is computed by  
5 excluding the first day and including the last, unless the last day is a Saturday, Sunday, or  
6 holiday, and then it is also excluded. The term "holiday" shall mean all holidays specified in  
7 Sections 6700 and 6701 of the Government Code.

8 17.06. Each and all of the covenants, conditions, and restrictions in this Lease shall  
9 inure to the benefit of and shall be binding upon the successors in interest of County, and  
10 subject to the restrictions against assignment contained herein, the authorized encumbrances,  
11 assignees, transferees, subtenants, licensees, and other successors in interest of City.

12 17.07. This Lease contains the entire agreement of the parties with respect to the  
13 matters covered, and no other agreement, statement, or promise made by any party, or to any  
14 employee, officer or agent of any party, which is not contained in this Lease shall be binding  
15 or valid.

16 17.08. If any term, covenant, condition, or provision of this Lease is held by a court of  
17 competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions  
18 shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

19 17.09. Nothing contained in this Lease shall be deemed or construed by the parties or  
20 by any third person to create the relationship of principal and agent or of partnership or of joint  
21 venture or of association between County and City, and neither the method of computation of  
22 rent nor any other provisions contained in this Lease nor any acts of the parties shall be  
23 deemed to create any relationship between County and City, other than the relationship of  
24 County and City.  
25

1           17.010. The language in all parts of this Lease shall in all cases be simply construed  
2 according to its fair meaning and not strictly for or against County or City. Unless otherwise  
3 provided in this Lease, or unless the context otherwise requires, the following definitions and  
4 rules of construction shall apply.

5           (a) In this Lease the neuter gender includes the feminine and masculine,  
6 and the singular number includes the plural, and the word "person" includes corporation,  
7 partnership, limited liability company, firm, or association wherever the context so requires.

8           (b) "Shall", "will", and "agrees" are mandatory, "may" is permissive.

9           (c) Captions of the articles, sections, and paragraphs of this Lease are for  
10 convenience and reference only, and the words contained therein shall in no way be held to  
11 explain, modify, amplify, or aid in the interpretation, construction, or meaning to the provisions  
12 of this Lease.

13           (d) All references to the term of this Lease or the Lease term shall include  
14 any extensions of such term.

15           17.011. Should either party commence any legal action or proceeding against the  
16 other based on this Lease, the prevailing party shall be entitled to an award of attorneys' fees.

17           17.012. This Lease is not subject to modification except in writing, signed by all parties  
18 hereto.

19           17.013. All notices, demands, or requests from one party to another may be  
20 personally delivered or sent by U.S. mail or overnight courier, postage prepaid, to the  
21 addresses stated in paragraph 12.014 and shall be deemed to have given at the time of  
22 personal delivery or at the time of receipt.

23           17.014. By executing this Lease, the City hereby certifies that it will comply with all  
24 federal, state, and local laws, regulations and ordinances which are applicable to the activities  
25 of City under this Lease.

1           17.015. The persons executing this Lease on behalf of the parties to this Lease hereby  
2 warrant and represent that they have the authority to execute this Lease and warrant and  
3 represent that they have the authority to bind the respective parties to this Lease and to the  
4 performance of its obligations hereunder.

5           17.016. The recitals and exhibits attached hereto are incorporated herein by this  
6 reference.

7           17.017. All notices, demands, or requests from City to County shall be given to  
8 County at:

9  
10           Riverside County Economic Development Agency  
11           P.O. Box 1180  
12           Riverside, CA 92502  
13           Attn: Robert Field, Executive Director  
14           Phone: 951-955-8916  
15           Fax: 951-955-6686

16 All notices, demands, requests from County to City shall be given to City at:

17  
18           City of Corona  
19           400 South Vicentia Avenue  
20           Corona, CA 92882  
21           Attn: Gabriel P. Garcia, Director of Parks and Community Services  
22           Phone: (951) 736-2241  
23           Fax: (951) 279-3683

24           The City and County shall have the right, from time to time, to designate a different  
25 address by notice given in conformity with this section.

          17.018. County reserves the right at all reasonable times and upon reasonable notice  
to City to enter the Property to inspect the Property, post notices of nonresponsibility and to  
otherwise exercise its rights hereunder (however, no notice shall be required in an  
emergency).

///  
///  
///

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

17.019. All exhibits referenced in this Lease are hereby made a part of this Lease and fully incorporated herein.

This Lease has been executed by the parties in multiple original counterparts on this \_\_\_ day of \_\_\_\_\_, 2010.

**COUNTY OF RIVERSIDE**

**CITY OF CORONA**

By: \_\_\_\_\_  
Marion Ashley, Chairman  
Board of Supervisors

By: \_\_\_\_\_  
Steve Nolan, Mayor

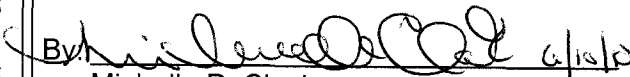
**ATTEST:**  
Kecia Harper-Ihem  
Clerk of the Board

**ATTEST:**  
By: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy

**APPROVED AS TO FORM:**  
Pamela J. Walls  
County Counsel

**APPROVED AS TO FORM:**  
By: \_\_\_\_\_  
City Counsel

By:  6/10/10  
Michelle P. Clack  
Deputy County Counsel

MT:jw  
06/10/10  
CR034  
13.386

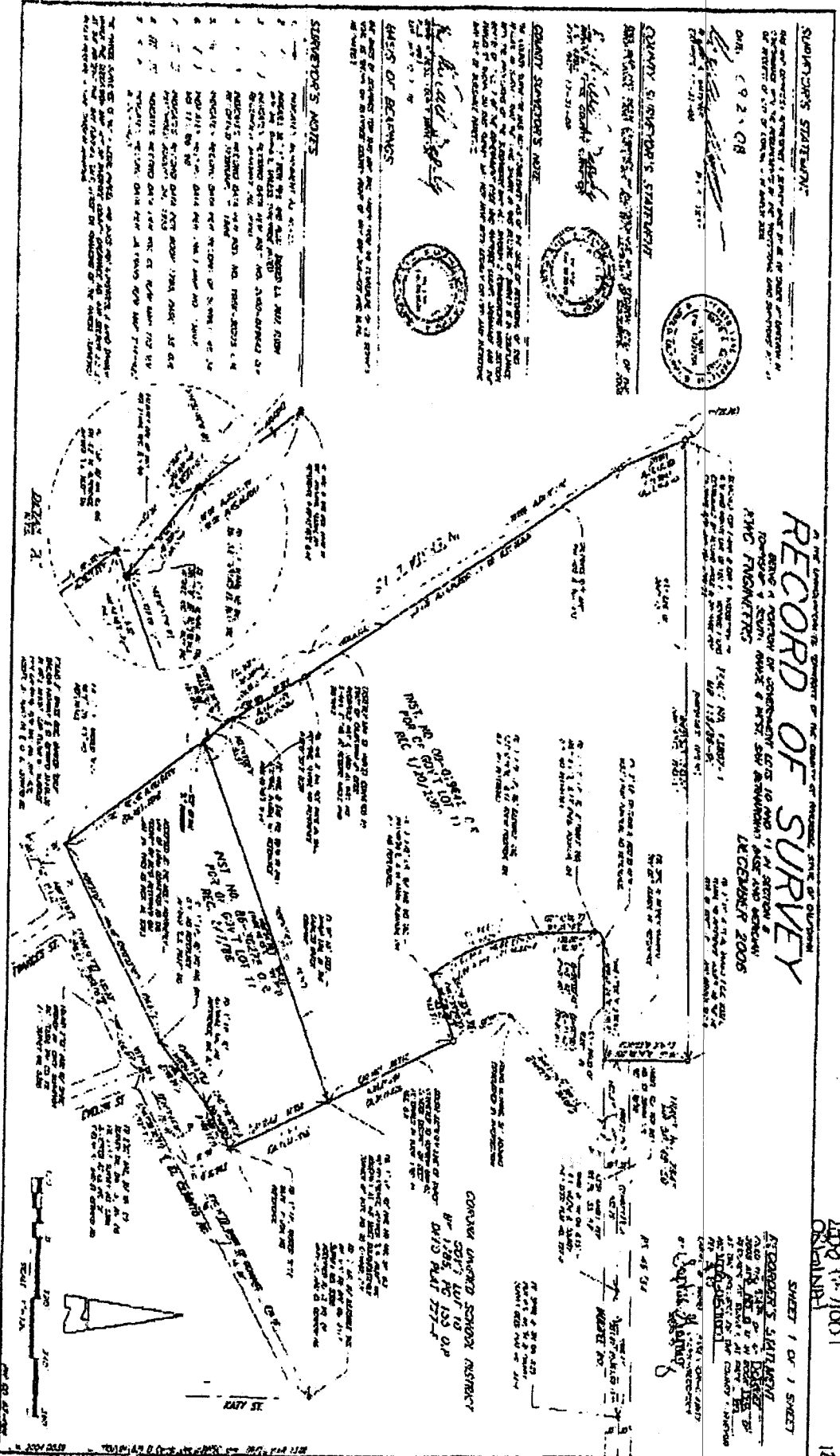
2007 1571001  
ON PLAIN

128  
85

# RECORD OF SURVEY

FOR THE COUNTY OF SHERBORN, MASSACHUSETTS  
SECTION 1 OF TOWN OF SHERBORN, MASSACHUSETTS  
RECORDED DECEMBER 2005

SHEET 1 OF 1 SHEET  
ATTORNEY'S SIGNATURE  
DATE OF SURVEY  
BY  
FOR THE COUNTY OF SHERBORN  
MASSACHUSETTS



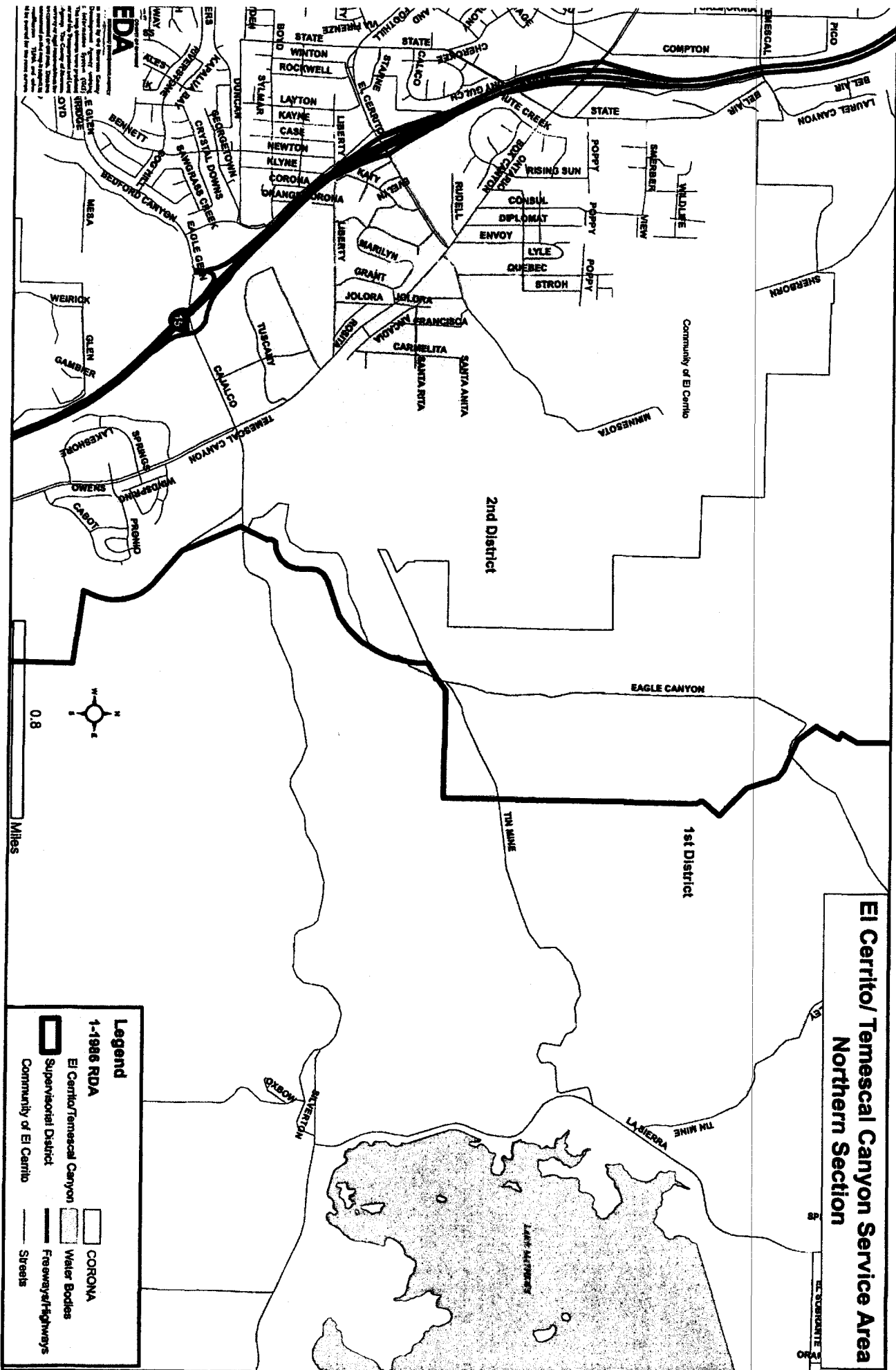
**SUBJECT'S STATEMENT**  
I, the undersigned, being duly sworn, depose and say that I am the owner of the property described in the foregoing plat and that the same is the property of the County of Sherborn, Massachusetts, and that the same is subject to the lien of the County of Sherborn, Massachusetts, for the payment of the taxes thereon for the year 2005.

DATE: 12-2-05

**COUNTY SHERBORN'S STATEMENT**  
I, the undersigned, being duly sworn, depose and say that I am the County Clerk of the County of Sherborn, Massachusetts, and that the property described in the foregoing plat is the property of the County of Sherborn, Massachusetts, and that the same is subject to the lien of the County of Sherborn, Massachusetts, for the payment of the taxes thereon for the year 2005.

**COUNTY SHERBORN'S NOTICE**  
The undersigned, being duly sworn, depose and say that I am the County Clerk of the County of Sherborn, Massachusetts, and that the property described in the foregoing plat is the property of the County of Sherborn, Massachusetts, and that the same is subject to the lien of the County of Sherborn, Massachusetts, for the payment of the taxes thereon for the year 2005.

**REMARKS OR DECLARATIONS**  
The property described in the foregoing plat is the property of the County of Sherborn, Massachusetts, and that the same is subject to the lien of the County of Sherborn, Massachusetts, for the payment of the taxes thereon for the year 2005.



**El Cerrito/ Temescal Canyon Service Area  
Northern Section**



# EL Cerrito/ Temescal Canyon Service Area Southern Section

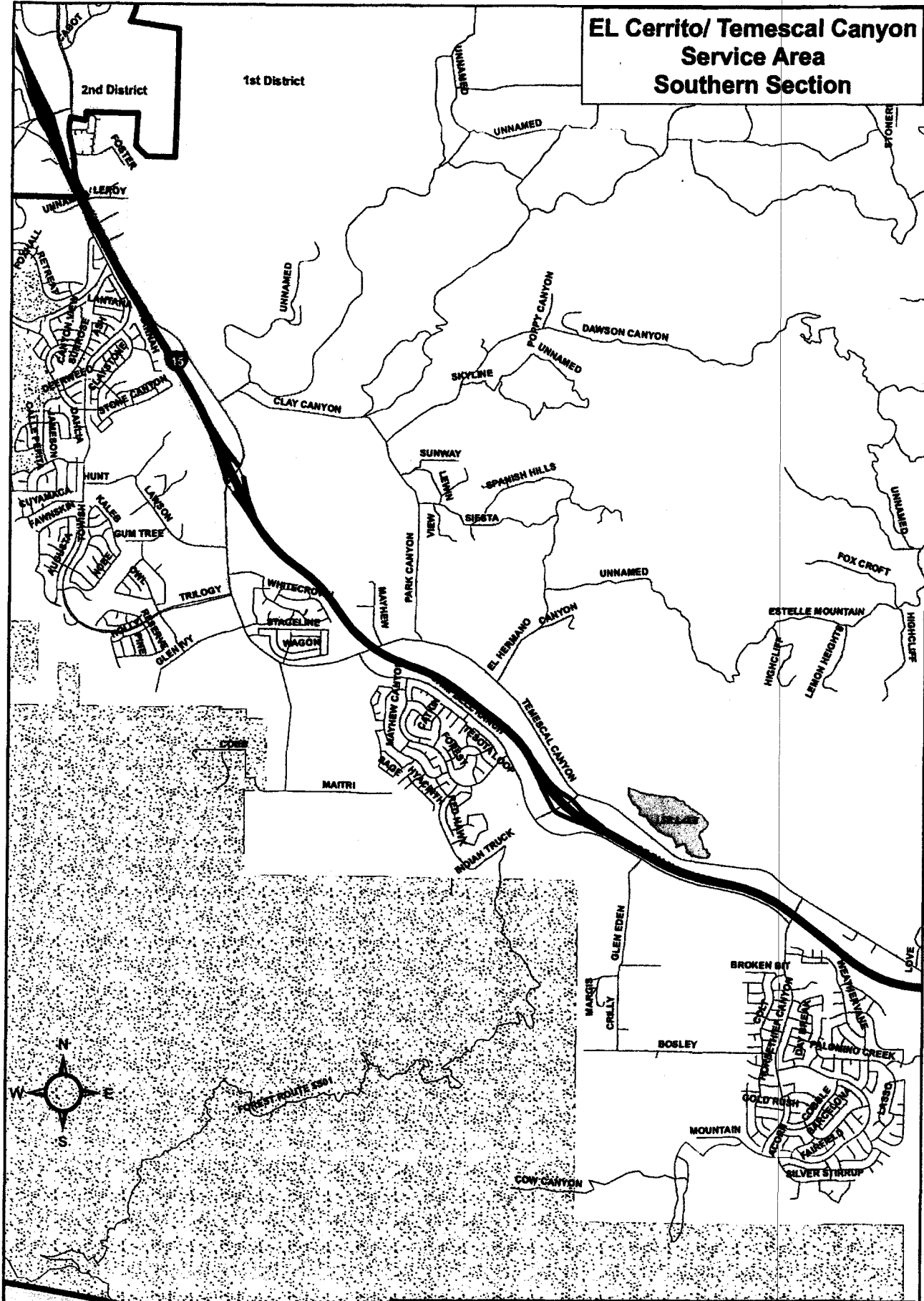


EXHIBIT "B"

**EDA**  
 This map was made by the Riverside County  
 Economic Development Agency using  
 Geographic Information System (GIS)  
 technology. The map data was prepared  
 by the Agency and the Transportation and  
 Planning Agency. The County of Riverside  
 assumes no warranty or legal responsibility for  
 the information contained on this map. Data and  
 information contained on this map is subject to  
 change without notice.

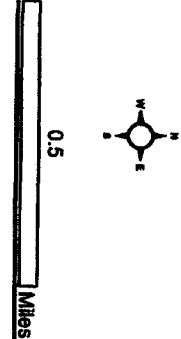
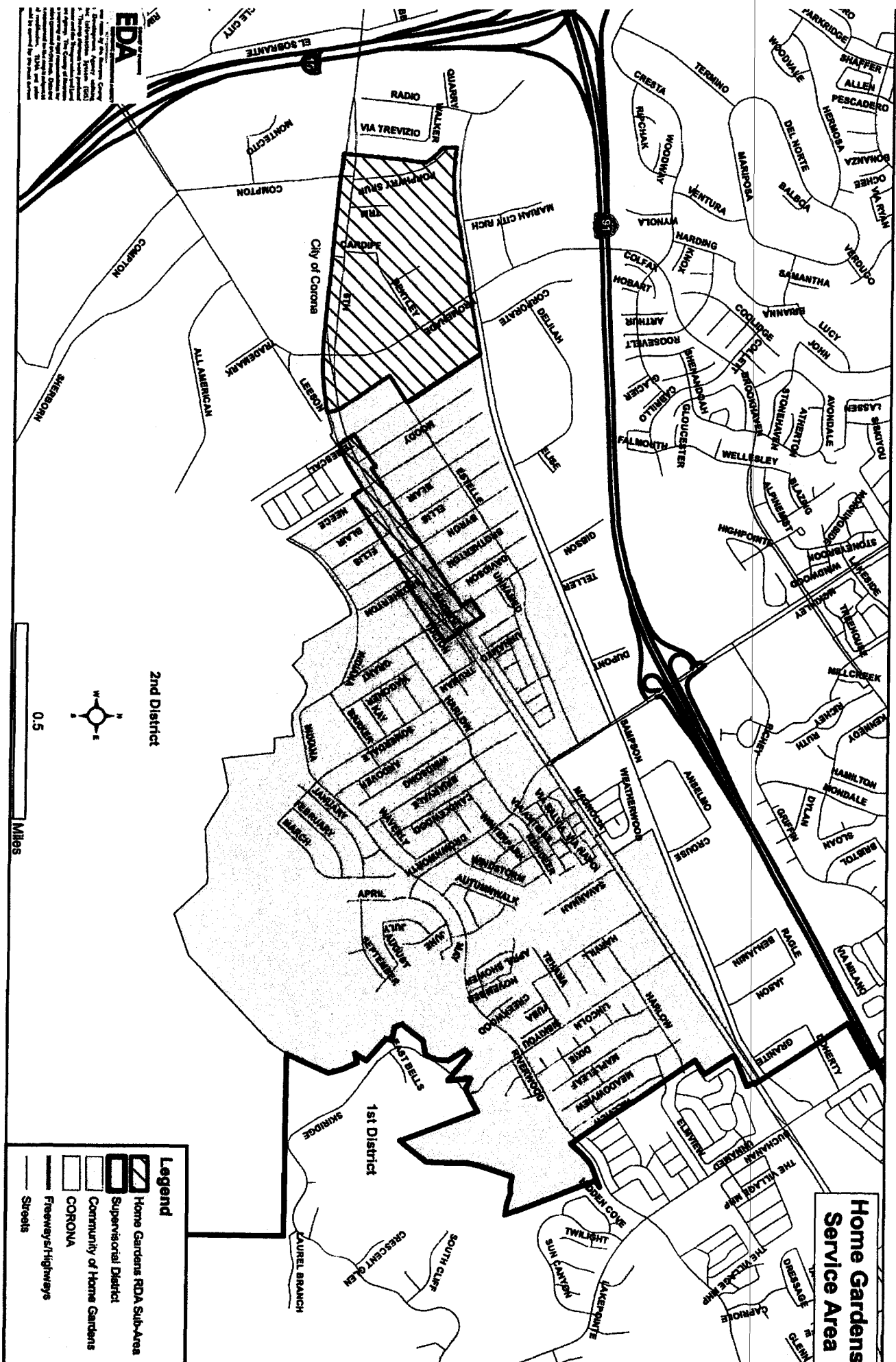
**Legend**

1-1986 RDA

Freeway/highways	Orange County
Streets	Water Bodies
Supervisorial District	Parks
CORONA	

1

**EDA**  
 Economic Development Administration  
 U.S. Department of Commerce  
 14th Street, N.W., Washington, D.C. 20540  
 Telephone: (202) 480-1300  
 Fax: (202) 480-1301  
 This map was prepared by the Economic Development Administration, U.S. Department of Commerce, under a contract with the City of Corona, California. The map shows the Home Gardens RDA Sub-Area, Community of Home Gardens, and Supervisory District. The map is based on the City of Corona's 1994 street map and is not intended to be used for legal purposes. The map is the property of the Economic Development Administration and is loaned to the City of Corona. It is to be returned to the Economic Development Administration upon request.



**Legend**

- Home Gardens RDA Sub-Area
- Supervisory District
- Community of Home Gardens
- CORONA
- Freeways/highways
- Streets

**Home Gardens  
 Service Area**

EXHIBIT "B"

## Maintenance Standards

- A. Water and Irrigation. City shall provide all water necessary for irrigation. Irrigation shall be accomplished on a scheduled basis with such frequency and quantity as to promote healthy growth. This shall be accomplished by adjusting irrigation frequency as necessary, based on changes in rainfall and temperature. Any repairs to the irrigation systems and all accessories, including sprinkler heads, risers and pumps shall be performed on a timely basis.
- B. Trees, Shrubs and Vines. All plant material shall be pruned, thinned and trimmed on a regular basis to maintain a neat appearance and to promote optimum health and growth. Tree maintenance shall include pruning of low hanging branches and sucker growth from trees to promote healthy growth. Damaged or dying plant material shall be replaced in a timely manner.
- C. Ground Cover, Turf and Flower Beds. Maintenance shall consist of trimming ground cover where needed around trees, turf and shrubs. Beds are to be weeded and cleaned of leaves and debris on a regular basis to maintain a neat and clean appearance. Grass shall be mowed and edged to its local confines, including around all trees, sprinklers, fences, and lighting fixtures. After mowing and edging, the grass clippings shall be removed from the sidewalks, driveways and curbs. Damaged or dying plant material shall be replaced in a timely manner.
- D. Hardscape Areas. All walkways, driveways, parking areas and concrete areas shall be cleaned of litter and debris on a weekly basis. Weeds growing in cracks shall be removed weekly.
- E. Fertilizer. Fertilizer shall be applied on all areas twice a year to maintain healthy growth. Application should be determined based on the time of year, soil and plant type and condition of plant material.
- F. Pest Control. All insects, disease, fungus and other pests on trees, shrubs, groundcover and lawns shall be properly managed promptly before severe damage is caused.
- G. Replacement of Light Bulbs. All light bulbs and lighting fixtures shall be promptly repaired or replaced, as necessary, including those located on all structures and monuments.
- H. Materials, Supplies and Equipment. City shall furnish all materials, supplies, equipment, and labor.
- I. Building and Parking Lot. Graffiti and damaged areas shall be promptly repaired or removed in a timely fashion on all surfaces, including building facades, walls, fences, equipment, parking lots and miscellaneous structures.
- J. Building Interior. All rooms, walls, doors, windows, sinks, toilets, light fixtures, ceilings, and floor fixtures shall be promptly repaired or replaced on a regular basis when worn out or damaged to maintain a neat appearance.
- K. Start Date. This operation and maintenance requirements shall commence upon the Park Acceptance Date, which will be determined as set forth in writing as provided for in the Lease.

Corona Municipal Code
TITLE 12 STREETS, SIDEWALKS AND PUBLIC PLACES CHAPTER 12.24 PARKS AND RECREATION AREAS

## CHAPTER 12.24 PARKS AND RECREATION AREAS

---

### Sections

- 12.24.010 Statement of purpose; adoption of additional regulations.
- 12.24.020 Definitions.
- 12.24.030 Prohibited conduct.
- 12.24.040 Enforcement.
- 12.24.050 Reward for information.
- 12.24.060 Signs posted in public parks, recreation buildings/facilities and amenities.
- 12.24.070 Hours of operation.
- 12.24.080 Reservation of public parks, recreation buildings/facilities, amenities and equipment.
- 12.24.090 Denial of a reservation.
- 12.24.100 Special events permits.
- 12.24.110 Outdoor festivals.
- 12.24.120 Amplified sound.
- 12.24.130 Closure or restricted use of public parks, recreation buildings/facilities, amenities and equipment.

### **12.24.010 Statement of purpose; adoption of additional regulations.**

The purpose of this chapter is to establish a comprehensive set of rules and regulations for use of public parks, recreation buildings/facilities, amenities and equipment in the city. The Director may adopt additional rules and regulations that are not in conflict with this chapter or any other chapter in this code.

(78 Code, § 12.24.010.) (Ord. 2967 § 1, 2009; Ord. 2303 § 1 (part), 1996; Ord. 1808 § 1, 1986; Ord. 1637 § 1, 1982; Ord. 1506 § 1 (part), 1978.)

**12.24.020 Definitions.**

For the purpose carrying out the intent of this chapter, words, phrases and terms used herein shall have their ordinary meaning unless otherwise as follows.

(A) "**Public parks**" shall be defined as all dedicated and undeveloped park spaces, landscaped maintenance districts, open space areas, planted parkways and pathways and the area directly adjacent to those spaces maintained by the City of Corona.

(B) "**Amenities**" shall be defined as any enclosed or partially enclosed public spaces designated for specific purposes and the areas directly adjacent to those spaces. This includes, but is not limited to, picnic shelters, ballfields, playgrounds, skate parks, and tennis, volleyball and basketball courts. Such areas may be used informally and without the presence or approval of departmental staff.

(C) "**Recreation buildings/facilities**" shall be defined as any structure and the area directly adjacent to that structure that falls under the jurisdiction of the Department. This includes, but is not limited to, the Fiesta Bandshell, Historic Civic Center Theater, City Park and Auburndale pools, Civic Center Historic Community Room, Civic Center Historic Gymnasium, Senior Center, Brentwood, Victoria, River Road Center and Auburndale Recreation Center. Such areas may only be used in the presence of or with the prior approval of the Department.

(D) "**Director**" shall be defined as the Director of Parks, Recreation and Community Services or his or her designee.

(E) "**Department**" shall be defined as the City of Corona Department of Parks, Recreation and Community Services.

(F) "**Camp**" shall be defined as the occupation of public parks, recreation buildings/facilities or amenities using camping paraphernalia such as but not limited to tents, huts, temporary shelters or the conversion or attempt to convert existing public parks, recreation buildings/facilities or amenities for use as a temporary or permanent dwelling.

(G) "**Special event**" shall be defined as any meeting, assembly, parade or other event open to the public and proposed to be conducted in or upon the public streets, highways or public parks of the city as established in Chapter 9.20.

(H) "**Outdoor festival**" shall be defined as any music festival, dance festival, rock festival or similar musical activity at which music is provided by paid or amateur performers or by prerecorded means and which is open to the public as established in Chapter 5.30.

(I) "**Smoke or Smoking**" shall be defined as carrying or holding or a lighted pipe, cigar, or cigarette, or any other lighted smoking product or equipment used to burn any tobacco products, weed, plant, or combustible substance. Smoking includes emitting or exhaling the fumes of any pipe, cigar, cigarette, or any other lighted smoking equipment used for burning any tobacco product, weed, plant, or any other combustible substance.

(J) "**Tobacco Product**" shall be defined as any substance containing tobacco leaf, including but not limited to cigarettes, cigars, pipe tobacco, snuff, chewing tobacco, dipping tobacco, bidis, or any

other preparation of tobacco.

(K) **“Organized and semi-organized group athletic event”** shall be defined as a group athletic event which would cause more than a total of eight participants, spectators and/or other persons to be using a field or facility at the same time.

(78 Code, § 12.24.020.) (Ord. 2967 § 2, 2009; Ord. 2884 § 1, 2007; Ord. 2303 § 1 (part), 1996.)

#### **12.24.030 Prohibited conduct.**

No person shall perform any of the acts hereafter specified in or upon any public street, alley, sidewalk, parkway, public park, recreation building or facility, or other city facility, except as otherwise provided herein.

- (A) **Storage:** Store personal property, including camp facilities and camping paraphernalia;
- (B) **Food preparation and service:** Cook, prepare, serve or eat any lunch, barbecue or picnic except in the areas designated for such use without written approval from the Department;
- (C) **Fire:** Make or kindle a fire with wood, kindling, or any solid fuel other than charcoal without written approval from the Department.
- (D) **Alcohol:** Consume any alcoholic beverage, or possess or sell any can, bottle or other receptacle containing any alcoholic beverage (as the term "alcoholic beverage" is defined by Business and Professions Code Section 23004, as amended) which has been opened, or a seal broken, or the contents of which has been partially removed. Notwithstanding the foregoing, this prohibition shall not apply to the facility designated in § 9.22.020, provided the consumption, possession, or sale of alcohol is in compliance with the terms of a permit issued pursuant to that section;
- (E) **Bathing:** To bathe in any facility not designated for that purpose;
- (F) **Refuse:** To leave garbage, cans, bottles, papers or other refuse elsewhere than in the receptacles provided. If no receptacles are provided, patrons shall be responsible for removing all waste and disposing of it in an appropriate manner;
- (G) **Dumping:** To discard or dump any liquid or solid waste in any area not designated for such purposes, including waterways, lakes or fountains;
- (H) **Unlawful entry:** For members of the opposite sex over the age of ten years to enter any toilet, restroom, dressing room or other facility for exclusive use by the opposite sex;
- (I) **Animals:** To hitch, fasten, lead, drive, ride or let loose any animal or fowl of any kind without the written approval of the department. This shall not apply to dogs to dogs within a posted dog park area of a city park, as designated by the City Council pursuant to § 6.12.170, or when led by a leash, chord or chain, no more than six feet long and under the immediate care and control of the owner or another person competent to exercise care, custody and control thereof. Owners of said dogs are responsible for the conduct of the animal, for the proper disposal of all waste and fecal matter, and must comply with the rules and regulations set forth in § 6.12.170. This subsection shall also not apply to those animals used by the disabled.

- (J) **Unauthorized equipment:** To use rockets, torpedoes, air guns, sling shots or similar devices;
- (K) **Animal abuse:** To hunt, molest, harm, frighten, lull, trap, chase, tease, shoot or otherwise disturb any animal in its natural state or possess or remove any animal from its natural state or any eggs of the same;
- (L) **Golf:** To engage in the game of golf, or to hit or "chip" any golf ball or similar object with a golf club or similar instrument except in areas designated for such activity;
- (M) **Vehicle service:** To attempt to service or remove parts from a vehicle. This shall not apply to those instances where service must be provided to a vehicle for the immediate reestablishment of its operation and removal from the area;
- (N) **Unattended vehicles:** To leave any vehicle unattended overnight without the approval of the Department;
- (O) **Remote controlled toys:** To operate any remote controlled or motorized toy, including but not limited to, airplanes, cars and helicopters. Operation of such equipment may be allowed on a temporary, special basis upon the written approval of the Department;
- (P) **Vehicles and other means of transportation:** Bicycling, skateboarding (as defined in CMC 10.52.010), roller skating and in-line skating, vehicles, go-carts, motorized scooters, and Segway personal transportation devices, or sporting activities related thereto in areas outside of those areas designated by council resolution and posted. A bicycle may be wheeled or pushed by hand over any area reserved for pedestrian use.;
- (Q) **Loitering:** To gather, loiter, wander or remain prior to or after the hours of operation without the written permission of the Department. No person in a public park, recreation building/facility or amenity that has been declared closed to the public while such person is in the area shall fail to depart from the area within ten minutes or such time as is necessary to remove his or her possessions after having been requested to do so;
- (R) **Glass containers:** No glass containers shall be permitted;
- (S) **City employees:** To obstruct, hinder, harass or intimidate city employees or officers while they are performing their assigned job responsibilities for the city;
- (T) **Violation of skate park rules:** Violation of any rules established by the city for the use of the city skate parks including, but not limited to, violations consisting of creating a disturbance; use of the skate park by an unsupervised minor under 14 years of age; and entry into the skate park without wearing all required protective equipment, including knee pads, elbow pads, and a helmet;
- (U) **Vehicle parking:** Vehicle parking unless in compliance with Title 10 of this code;
- (V) **Sale of goods:** The sale or solicitation for sale of goods, wares, commodities, services, or any other thing without written authorization from the Director, including but not limited to sales activities that: (i) use park property or facilities to complete the terms of sale; (ii) provide a service as a result of the sale; or (iii) affect park operations, facility use or visitor safety;
- (W) **Fireworks:** To carry or discharge firecrackers or fireworks, except that this prohibition shall

not apply to fireworks displays sponsored or arranged by the city;

(X) **Smoking:** No person shall smoke or use any tobacco product within the boundaries of any public park or recreation area within the city. This prohibition shall not operate to ban smoking or tobacco product use in or upon public streets or alleys adjacent to any public park or recreation area, but shall prohibit such acts on sidewalks and in off-street public parking areas adjacent to or within public parks or recreation areas;

(Y) **Use of electronic equipment:** The use of city electrical outlets to provide power to electronic equipment is prohibited, provided that this prohibition shall not apply to individuals who have made a reservation pursuant to § 12.24.080 of this code. Electronic equipment is defined as any device that requires an electrical outlet for power including, but not limited to, televisions, radios, computers, cellular telephones, portable heaters, fans, cooking devices (i.e., hot plates, crock pots, toasters, toaster ovens, and the like) and personal hygiene items (i.e., electronic razors, hair dryers, curling irons, and the like);

(Z) **Disruptive Behavior:** Participating in riotous or hazardous activities or behaving in such an unruly, destructive, or hazardous manner that it disturbs the public peace, or which may intimidate or disturb other park patrons or residences or businesses near a park or any other city facility, provided that this prohibition shall not be applied so as to infringe the rights of park users to engage in speech or other expressive activity protected by the First Amendment to the Constitution.

(78 Code, § 12.24.030.) (Ord. 2967 § 3, 2009; Ord. 2884 § 2, 2007; Ord. 2833 § 5, 2006; Ord. 2736 § 2, 2004; Ord. 2581 § 2, 2002; Ord. 2303 § 1 (part), 1996.)

#### **12.24.040 Enforcement.**

The Director and Enforcement Officers (as defined in § 1.08.120) shall have the authority to eject and expel from any public park, recreation building/facility or amenity any person in violation of this chapter. Failure to expeditiously leave the park, building, facility, or amenity after being so directed by the Director or an Enforcement Officer, and following a reasonable amount of time to gather personal belongings, shall be a violation of this section.

(78 Code, § 12.24.040.) (Ord. 2833 § 6, 2006; Ord. 2303 § 1 (part), 1996.)

#### **12.24.050 Reward for information.**

There shall be a reward of \$250 for persons offering information leading to the arrest and conviction (s) of person(s) damaging, stealing, defacing or destroying city property in public parks, recreation buildings/facilities or amenities.

(78 Code, § 12.24.050.) (Ord. 2303 § 1 (part), 1996; Ord. 1699 § 1, 1983.)

#### **12.24.060 Signs posted in public parks, recreation buildings/facilities and amenities.**

(A) The Director is authorized to post in prominent places in parks signs which shall state as follows:



"\$250 reward for information leading to the arrest and conviction of any person damaging, stealing or defacing city property."

(B) In order to provide reasonable notice to the public, the Director shall post signs in one or more conspicuous and visible area(s) of any park, specifying the requirements of § 12.24.030(X). The Director may post signs specifying the requirements of any other prohibited activities described in this chapter. The signs required pursuant to this section shall cite the respective code section being invoked and shall state that any person failing to comply with such code section shall be subject to citation or other enforcement tools or actions available to the city.

(78 Code, § 12.24.060.) (Ord. 2884 § 3, 2007; Ord. 2303 § 1 (part), 1996; Ord. 1699 § 2, 1983.)

#### **12.24.070 Hours of operation.**

Public facilities shall be open from 5:00 a.m. until 10:30 p.m. daily or as otherwise may be posted by the Director. It shall be unlawful for any person to use or remain in such facilities in violation of such posting without written consent of the Department.

(78 Code, § 12.24.070.) (Ord. 2303 § 1 (part), 1996.)

#### **12.24.080 Reservation of public parks, recreation buildings/facilities, amenities and equipment.**

(A) Public parks, recreation buildings/facilities other than athletic fields, amenities and equipment may be made available for the exclusive use of persons and groups for assembly activity on a first come first serve basis. Individuals and groups wishing to reserve public parks, recreation buildings/facilities, athletic fields, amenities and/or equipment must file an Application for Permit for Use of Recreation Facilities. Requests cannot be made nor applications filed more than 90 days prior to the event, except that applications may be filed no more than one year in advance for the Historic Civic Center Theater and the Historic Community Room.

(B) Applicable fees will be determined according to the fee schedule established by Council resolution.

(C) No exclusive use permit will be granted for the time and place specified in the application if, prior to the time the application was filed, the city has scheduled a city-sponsored event at the same time and place as the activity proposed in such application.

(D) Reservations will be required for the following:

- (1) Any special event;
- (2) Any outdoor festival;
- (3) Any assemblage or parade;
- (4) Any group or individual wishing to use, for a private function, any facility or equipment that by its nature is limited in availability, including the Fiesta Bandshell, Historic Civic Center Theater, City Park and Auburndale pools, Civic Center Historic Community Room, Civic Center Historic

Gymnasium, Senior Center, Brentwood, Victoria, River Road Center and Auburndale Recreation Center.

(E) A Permit for Use of Recreation Facilities is required for the use of any athletic field, for any amount of time, by any group of eight or more people. Permits will be issued in accordance with the Department's Athletic Field Allocation Policy (as it may be amended or renamed). Use of any athletic field or recreation building/facility for any amount of time, for any organized or semi-organized group athletic event as defined in section 12.24.020(K), is prohibited without a permit.

( '78 Code, § 12.24.080.) (Ord. 2967 § 4, 2009; Ord. 2303 § 1 (part), 1996.)

#### **12.24.090 Denial of a reservation.**

(A) The Department may deny the application if it finds that any of the following conditions exist:

- (1) The application reveals that the city has inadequate physical facilities to accommodate the proposed use;
- (2) The proposed activity or use of the facility or equipment will unreasonably interfere with or detract from the general public use of public parks, recreation buildings/facilities, amenities and/or equipment;
- (3) The proposed activity would violate federal, state or local law;
- (4) The applicant refuses to agree in writing to comply with all the conditions in the permit;
- (5) The applicant has failed to file a timely application unless waived by the Director.

(B) The Department may, at any time, suspend or revoke a permit issued pursuant to this chapter when he or she has reasonable cause to believe that a permittee has violated or is causing or permitting a violation of this chapter, including the conditions set forth by the Director granting the permit or any pertinent federal, state and/or local law or when it has been shown to his or her satisfaction that the activities so permitted are being conducted in a manner detrimental to the public health, peace, safety or welfare of the city. The Director may also suspend or revoke any such permit if the permittee misrepresented, falsified or concealed any material fact in the application.

(C) In the event that the request is denied, the applicant will be notified in writing as to the cause. The decision may be appealed to the City Council.

( '78 Code, § 12.24.090.) (Ord. 2303 § 1 (part), 1996.)

#### **12.24.100 Special events permits.**

Groups of more than 25 individuals wishing to use public parks, recreation buildings/facilities, amenities and/or equipment for special events must file an application with the Corona Police Department and follow the procedures as set forth in Chapter 9.20 of this code. All special events and applications for same shall also follow the policies and procedures previously stated.

('78 Code, § 12.24.100.) (Ord. 2303 § 1 (part), 1996.)

**12.24.110 Outdoor festivals.**

Individuals or groups wishing to use public parks, recreation buildings/facilities, amenities and/or equipment for outdoor festivals must file an application with the Corona Police Department and follow the procedures as set forth in Chapter 5.30 of this code. All festivals and applications for same will also follow the policies and procedures previously stated.

('78 Code, § 12.24.110.) (Ord. 2303 § 1 (part), 1996.)

**12.24.120 Amplified sound.**

Individuals or groups wishing to use amplified sound in an area not specifically designated for that purpose must obtain the written permission of the City Manager. Otherwise individuals must obtain written approval of the Director 30 days prior to the event on a first come first served basis.

('78 Code, § 12.24.120.) (Ord. 2303 § 1 (part), 1996.)

**12.24.130 Closure or restricted use of public parks, recreation buildings/facilities, amenities and equipment.**

Any public parks, recreation buildings/facilities, amenities or equipment may be closed to the public or have their use restricted upon the order of the Director or of an Enforcement Officer whenever in his or her discretion such facility presents a hazard to the public welfare or safety or otherwise is in need of immediate renovation.

('78 Code, § 12.24.130.) (Ord. 2833 § 7, 2006; Ord. 2303 § 1 (part), 1996.)

**Disclaimer:**

This Code of Ordinances and/or any other documents that appear on this site may not reflect the most current legislation adopted by the Municipality. American Legal Publishing Corporation provides these documents for informational purposes only. These documents should not be relied upon as the definitive authority for local legislation. Additionally, the formatting and pagination of the posted documents varies from the formatting and pagination of the official copy. The official printed copy of a Code of Ordinances should be consulted prior to any action being taken.

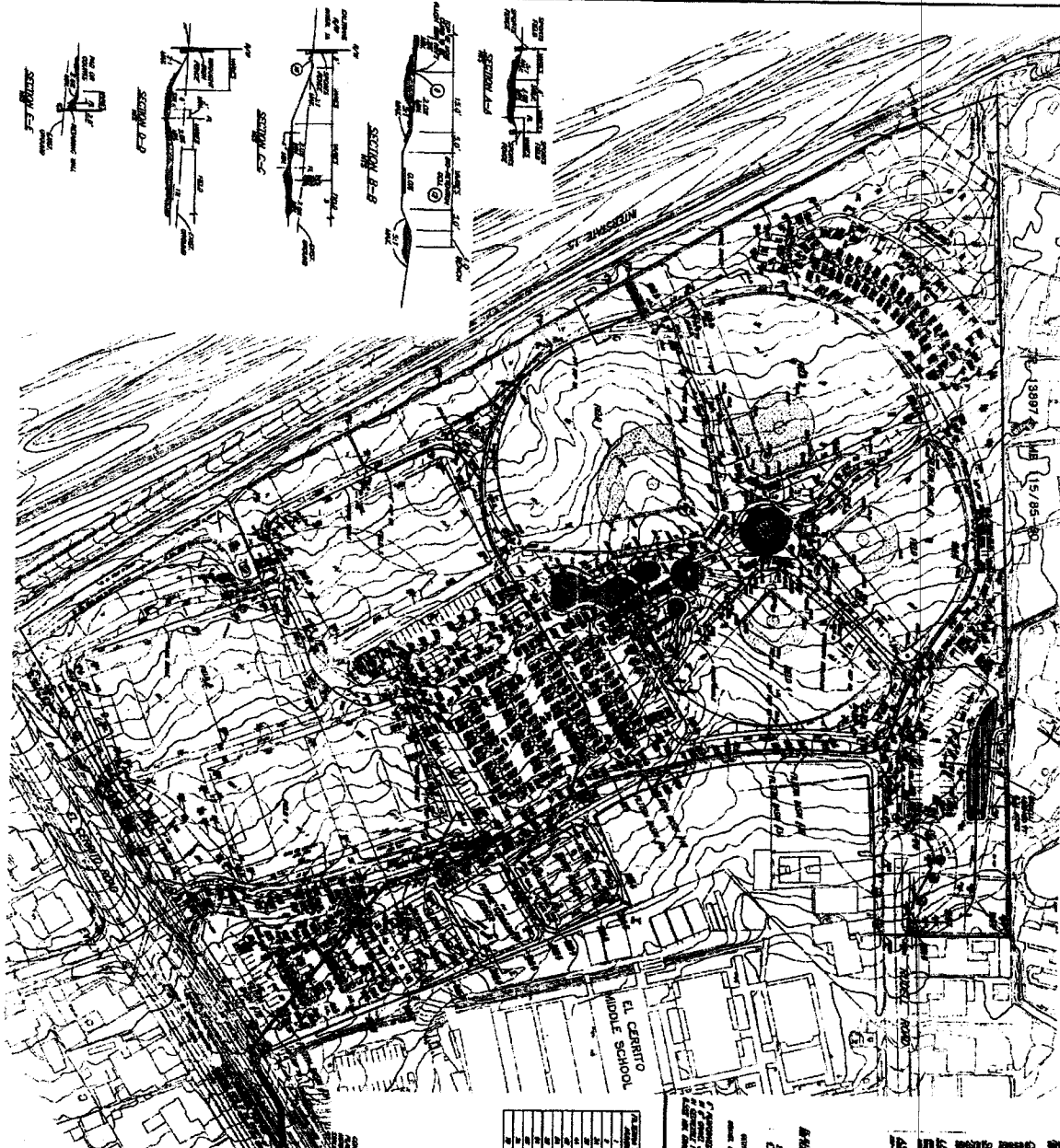
For further information regarding the official version of any of this Code of Ordinances or other documents posted on this site, please contact the Municipality directly or contact American Legal Publishing toll-free at 800-445-5588.

© 2010 American Legal Publishing Corporation  
[techsupport@amlegal.com](mailto:techsupport@amlegal.com)  
1.800.445.5588.

Exhibit "E"  
Water Quality Management Plan

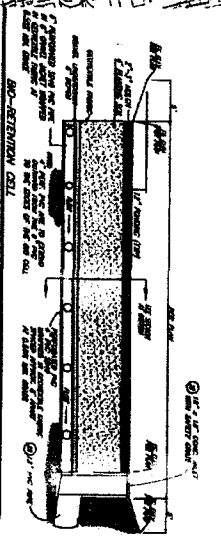
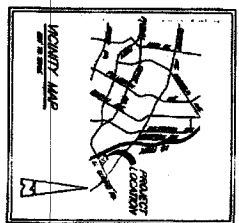
(See attachment)

**WATER QUALITY IMPROVEMENT PLAN  
SITE PLAN FOR EL CERRITO PARK**



NOTE: PROJECT TO UTILIZE FILTER MEDIA REMOVAL AND BIOCEL FOR ON-SITE STORM WATER RUNOFF TREATMENT AND GROSS SKIM IS USED AS SITE BAP PER PRECISE GRADING PLAN

**DATE: 12/20/05**  
**PROJECT NO: 05-00000000**  
**CLIENT: EL CERRITO MIDDLE SCHOOL**  
**DESIGNER: HILL GROUP**  
**LOCAL ASSOCIATION: EL CERRITO MIDDLE SCHOOL PARENTS ASSOCIATION**  
**ASSIGNOR: ASSIGNED NUMBER**



NO.	DESCRIPTION	AREA (SQ. FT.)	VOLUME (CU. YD.)
1	GRAVEL	1200	1200
2	GRAVEL	1200	1200
3	GRAVEL	1200	1200
4	GRAVEL	1200	1200
5	GRAVEL	1200	1200
6	GRAVEL	1200	1200
7	GRAVEL	1200	1200
8	GRAVEL	1200	1200
9	GRAVEL	1200	1200
10	GRAVEL	1200	1200
11	GRAVEL	1200	1200
12	GRAVEL	1200	1200
13	GRAVEL	1200	1200
14	GRAVEL	1200	1200
15	GRAVEL	1200	1200
16	GRAVEL	1200	1200
17	GRAVEL	1200	1200
18	GRAVEL	1200	1200
19	GRAVEL	1200	1200
20	GRAVEL	1200	1200

