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117-186-010, 117-186-011, 117-186-012,
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CITY OF CORONA AND CORONA HOUSING AUTHORITY
DISPOSITION AND DEVELOPMENT AGREEMENT
WITH THE BOURESTON COMPANIES
(BELLE AVENUE / SHERIDAN STREET / 7th STREET PARCELS)

First American Title Insurance Company
3281 East Guasti Road, Suite 440
Ontario, California 91761
Attention: Angela Northan

Escrow No: _____

Title Order No.: _____

1. PARTIES AND DATE.

This DISPOSITION AND DEVELOPMENT AGREEMENT ("Agreement") is dated as of this 7th day of November, 2018, for reference purposes only, and is entered into by and between the City of Corona, a California municipal corporation ("**City**"), the City of Corona Housing Authority, a public body, corporate and politic ("**Housing Authority**") and The Boureston Companies, a California corporation ("**Developer**"). City, Housing Authority and Developer are sometimes individually referred to herein as "**Party**" and collectively as "**Parties**" throughout this Agreement.

2. RECITALS.

2.1 City Property. The City is currently the fee owner of certain real property consisting of two (2) parcels generally located at the southwest corner of West Seventh Street and South Belle Avenue in the City of Corona, County of Riverside, California consisting of approximately 0.70 acres, as described in **Exhibit "A"** attached to this Agreement and incorporated herein by this reference ("**City Property**").

2.2 Housing Authority Property. Housing Authority is currently the fee owner of certain real property consisting of eleven (11) parcels generally located at the east side of South Sheridan Street between West Sixth Street and West Seventh Street, and south of West Seventh Street between South Sheridan Street and South Belle Avenue in the City of Corona, County of Riverside, California, consisting of approximately 2.11 acres, as described in **Exhibit "B"** attached to this Agreement and incorporated herein by this reference ("**Housing Authority Property**").

2.3 Project. Developer desires to acquire the City Property and the Housing Authority Property for the purpose of developing two (2) Class A medical office buildings that

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shall contain approximately 58,900 square feet, consisting of no less than 30,000 square feet for the building in Phase 1 (as defined below) and no less than 25,000 square feet for the Building in Phase 2 (as defined below), and related surface parking (“**Project**”).

2.4 City Findings. The City has determined that the development of the Project pursuant to this Agreement is in the best interests of the City and the health, safety and welfare of the City’s taxpayers and residents. Pursuant to Government Code Section 37350, implementation of this Agreement will further the common benefit because it will facilitate and encourage development of much needed first class medical office buildings to serve the entire community.

2.5 Housing Authority Findings. The Housing Authority is not making a determination that the Housing Authority Property is not required for the Housing Authority’s foreseeable needs, but instead has determined that the development of the Project pursuant to this Agreement is in the best interests of the Housing Authority and the health, safety and welfare of the City’s taxpayers and residents in that it will facilitate the provision of much needed medical services to the community, which is a higher priority for the community at this time. Moreover, the proceeds from the sale of the Housing Authority Property will be deposited into the Housing Authority’s funds to be used to provide housing for persons and families of low or moderate income at a more appropriate location within the City.

2.6 Purpose. The Housing Authority desires to sell the Housing Authority Property to the Developer for the development of the Project and the Developer desires to purchase the Housing Authority Property from the Housing Authority for the development of the Project. The City desires to sell the City Property to the Developer for the development of the Project and the Developer desires to purchase the City Property from the City for the development of the Project.

3. **TERMS.**

3.1 Definitions. Although certain words, terms or phrases have already been defined in Sections 1 and 2 of this Agreement, the following words, terms and phrases as used in this Agreement, shall be defined as set forth in this Section 3.1, unless the particular context of usage of a word, term or phrase requires another interpretation:

3.1.1 “**CEQA**” means and refers to the California Environmental Quality Act, Public Resources Code Sections 21000, et seq.

3.1.2 “**City**” means and refers to the City of Corona, California.

3.1.3 “**City Grant Deed**” means and refers to a grant deed in substantially the form of **Exhibit “C”** to this Agreement, conveying all of the City’s interest in the City Property to the Developer.

3.1.4 “**City Property**” means and refers to that certain real property specifically described in **Exhibit “A”** attached to this Agreement and incorporated into this Agreement by this reference.

3.1.5 **“City Property Purchase Price”** means and refers to the full amount of Two Hundred Eighty-Five Thousand Two Hundred Seventeen and 00/100 Dollars (\$285,217.00).

3.1.6 **“Close of Escrow”** means and refers to the recording of the City Grant Deed, the Housing Authority Grant Deed, the Covenant and Deed Restriction, and the Notice of Agreement in the Official Records of the Recorder of the County of Riverside, California, and completion of each of the actions set forth in Section 3.7 by the Escrow Holder.

3.1.7 **“Covenant and Deed Restriction”** means and refers to a covenant and deed restriction in substantially the form attached as **Exhibit “E”** to this Agreement, which provides an enforceable condition on the City Grant Deed and the Housing Authority Grant Deed.

3.1.8 **“Earnest Money Deposit”** means and refers to the amount of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00), in cash or other immediately available funds, to be deposited into Escrow concurrent with opening of the Escrow.

3.1.9 **“Effective Date”** means and refers to the first date on which the City is in receipt of four (4) originals of this Agreement executed by the authorized representative(s) of the Developer and this Agreement has been approved by the City Council and the Housing Authority Board of Commissioners, executed by the authorized representative(s) of the City and the Housing Authority and delivered to the Developer.

3.1.10 **“Escrow”** means and refers to an escrow, as defined in Civil Code Section 1057, that is conducted by the Escrow Holder with respect to the Housing Authority Property pursuant to this Agreement.

3.1.11 **“Escrow Closing Date”** means and refers to the fourteenth (14th) business day following the City’s approval of the Project Approvals and the Escrow Holder’s receipt of written confirmation from the City, the Housing Authority and the Developer of the satisfaction or waiver of all conditions precedent to the Close of Escrow.

3.1.12 **“Escrow Holder”** means and refers to First American Title Insurance Company, National Commercial Services, 3281 E. Guasti Road, Suite 440, Ontario, CA 91761, Attn: Angela Northan.

3.1.13 **“Escrow Opening Date”** means and refers to the first date on which a fully executed copy of this Agreement and the Earnest Money Deposit are deposited with the Escrow Holder.

3.1.14 **“FIRPTA Affidavit”** means and refers to an affidavit complying with Section 1445 of the United States Internal Revenue Code.

3.1.15 **“Form 593”** means and refers to a California Franchise Tax Board Form 593-C.

3.1.16 **“Governmental Agency”** means and refers to any and all courts, boards, agencies, commissions, offices, or authorities of any nature whatsoever for any governmental unit (federal, state, county, district, municipal, city, or otherwise), including the City and the Housing Authority, pursuant to its general police power jurisdiction, whether now or later in existence with jurisdiction over the City Property and/or the Housing Authority Property or the construction of any portion of the Project on the City Property and/or the Housing Authority Property.

3.1.17 **“Governmental Requirements”** means and refers to all codes, statutes, ordinances, laws, permits, orders, and any rules and regulations promulgated thereunder of any Governmental Agency.

3.1.18 **“Hazardous Substance”** means and refers to, without limitation, any hazardous, toxic or dangerous substance, material, waste, gas or particulate matter which is defined as such for purposes of regulation by any local government authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a “hazardous waste,” “hazardous material,” “hazardous substance,” “extremely hazardous waste,” or “restricted hazardous waste” under any provision of California law, including, without limitation, California Health and Safety Code Sections 25316 and 25317, (ii) petroleum, (iii) asbestos, (iv) polychlorinated biphenyl, (v) radioactive material, (vi) designated as a “hazardous substance” pursuant to Section 311 of the Clean Water Act, 33 U.S.C. § 1251 *et seq.* (33 U.S.C. § 1317), (vii) defined as a “hazardous waste” pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.* (42 U.S.C. § 6903), or (viii) defined as a “hazardous substance” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 *et seq.*

3.1.19 **“Housing Authority”** means and refers to the City of Corona Housing Authority.

3.1.20 **“Housing Authority Grant Deed”** means and refers to a grant deed in substantially the form of **Exhibit “D”** to this Agreement, conveying all of the Housing Authority’s interest in the Housing Authority Property to the Developer.

3.1.21 **“Housing Authority Property”** means and refers to that certain real property specifically described in **Exhibit “B”** attached to this Agreement and incorporated into this Agreement by this reference.

3.1.22 **“Housing Authority Property Purchase Price”** means and refers to the full amount of Eight Hundred Fifty-Four Thousand Seven Hundred Seventy-Two and 00/100 Dollars (\$854,772.00).

3.1.23 **“Notice of Agreement”** means and refers to the notice in substantially the form of **Exhibit “F”** to this Agreement to be recorded against the City Property and the Housing Authority Property at the Close of Escrow to provide constructive record notice of the existence and application of this Agreement, including, without limitation the provisions of the Covenant and Deed Restriction, to the City Property and the Housing Authority Property.

3.1.24 **“PCO Report”** means and refers to a preliminary change of ownership report required under California Revenue and Taxation Code Section 480.3.

3.1.25 **“Phase 1”** means and refers to all of the following, all to be developed in accordance with plans and specifications and any conditions imposed by the City in its approval of the Developer’s development application(s) related to Phase 1:

(a) Construction of a medical office building on the Property with a minimum of 30,000 square feet of usable medical office space, on or prior to the Phase 1 Completion Date for immediate occupancy by medical office tenants;

(b) Construction of surface parking spaces on the Property in an amount sufficient to satisfy the City’s parking requirements and standards for a minimum 30,000 square foot medical office building; and

(c) All required or associated on-site and off-site improvements.

3.1.26 **“Phase 1 Completion Date”** means and refers to that date which is thirty-six (36) months after the Escrow Closing Date.

3.1.27 **“Phase 2”** means and refers to all of the following, all to be developed in accordance with plans and specifications and any conditions imposed by the City in its approval of the Developer’s development application(s) related to Phase 2:

(a) Construction of a medical office building on the Property with a minimum of 25,000 square feet of usable medical office space, on or prior to the Phase 2 Completion Date for immediate occupancy by medical office tenants; and

(b) Construction of surface parking spaces in a location and in an amount sufficient to satisfy the City’s parking requirements and standards for the additional 25,000 square feet of medical office space; and

(c) All required or associated on-site and off-site improvements.

3.1.28 **“Phase 2 Completion Date”** means and refers to that date which is thirty-six (36) months after the date the first certificate of occupancy is issued for Phase 1.

3.1.29 **“Preliminary Report”** means and refers to a preliminary report issued by the Title Company in contemplation of the issuance of the Title Policy, accompanied by copies of all documents listed in Schedule B of the report as exceptions to coverage under the proposed Title Policy.

3.1.30 **“Project”** means and refers to development of Phase 1 and Phase 2 in accordance with plans and specifications and any conditions imposed by the City in its approval of the Developer’s development application(s) related to the Project.

3.1.31 **“Project Approvals”** means and refers to all site-specific (meaning specifically applicable to the Project only and not generally applicable to some or all other

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properties within the City) plans, maps, permits, and entitlements required by a Governmental Agency for the development of the Project on the Property. Project Approvals may include, but are not limited to, general plan amendments, site plans, tentative and final subdivision maps, design guidelines, variances, zoning designations, conditional use permits, grading, building, encroachment and other similar permits, the site-specific provisions of general plans, environmental assessments, including environmental impact reports and negative declarations, and any amendments, addendum or modifications to those plans, maps, permits, assessments and entitlements.

3.1.32 **“Property”** means and refers collectively to the City Property and the Housing Authority Property.

3.1.33 **“Purchase Price”** shall mean and refer to the sum of the City Property Purchase Price and the Housing Authority Property Purchase Price.

3.1.34 **“Record,” “recorded,” “recording,” or “recordation”** each mean and refer to recordation of the referenced document in the official records of the Recorder of the County of Riverside, California.

3.1.35 **“Title Company”** means and refers to First American Title Insurance Company, National Commercial Services, 3281 E. Guasti Road, Suite 440, Ontario, CA 91761, Attn: Angela Northan.

3.1.36 **“Title Policy”** means and refers to a standard ALTA owners’ policy of title insurance issued by the Title Company, with coverage in the full amount of the Purchase Price and insuring fee title to the City Property and the Housing Authority Property vested in the Developer.

3.1.37 **“Unavoidable Delay”** means and refers to a delay in either Party performing any obligation under this Agreement, except payment of money and circumstances subject to Section 3.9, arising from or on account of any cause whatsoever beyond the Party’s reasonable control, despite such Party’s reasonable diligent efforts, including industry-wide strikes, labor troubles or other union activities (but only to the extent such actions affect similar persons at that time and do not result from an act or omission of the Party), casualty, war, acts of terrorism or riots. Unavoidable Delay shall not include delay caused by a Party’s financial condition, illiquidity, or insolvency.

3.2 Purchase and Sale of City Property. The City shall sell the City Property to the Developer and the Developer shall purchase the City Property from the City for the City Property Purchase Price pursuant to the terms and conditions of this Agreement.

3.3 Purchase and Sale of Housing Authority Property. The Housing Authority shall sell the Housing Authority Property to the Developer and the Developer shall purchase the Housing Authority Property from the Housing Authority for the Housing Authority Property Purchase Price pursuant to the terms and conditions of this Agreement.

3.4 Joint Escrow for Housing Authority Property. For the purposes of exchanging funds and documents to complete the sale from the City to the Developer and the purchase by the Developer from the City of the City property and the sale from the Housing Authority to the Developer and the purchase by the Developer from the Housing Authority of the Housing Authority Property pursuant to the terms and conditions of this Agreement, the City, the Housing Authority and the Developer agree to open the Escrow with the Escrow Holder. Section 3.7 of this Agreement constitutes the joint escrow instructions of the Parties to the Escrow Holder for the conduct of the Escrow for the sale of the City Property and the Housing Authority Property to Developer. The City, the Housing Authority and the Developer shall execute the Escrow Holder's standard or general escrow instructions, provided, however, that the provisions of this Agreement shall be controlling, in the event of any conflict between the provisions of this Agreement and any such standard or general escrow instructions requested by the Escrow Holder.

3.5 Payment of Purchase Price. The Developer shall deposit the Purchase Price into the Escrow in immediately available funds, subject to credit to the Developer for the Earnest Money Deposit, as provided in this Agreement.

3.5.1 ENA Deposit. The City and the Housing Authority acknowledge that Developer previously submitted to the City the sum of Two Thousand and 00/100 Dollars (\$2,000.00) ("**City ENA Deposit**") and previously submitted to the Housing Authority the sum of Eight Thousand 00/100 Dollars (\$8,000.00) ("**Housing Authority ENA Deposit**") as consideration for the City and the Housing Authority entering into an exclusive negotiation agreement with Developer concerning the negotiation of this Agreement. Although the City ENA Deposit and the Housing Authority ENA Deposit are nonrefundable, upon the Close of Escrow, the City ENA Deposit shall be credited to the Developer toward the City Property Purchase Price and the Housing Authority ENA Deposit shall be credited to the Developer toward the Housing Authority Property Purchase Price.

3.5.2 Earnest Money Deposit. Concurrent with its opening of the Escrow, the Developer shall deposit the Earnest Money Deposit into the Escrow. Upon the Close of Escrow, a portion of the Earnest Money Deposit equal to Five Thousand and 00/100 Dollars (\$5,000.00) shall be credited to the Developer toward the City Property Purchase Price and a portion of the Earnest Money Deposit equal to Twenty Thousand 00/100 Dollars (\$20,000.00) shall be credited to the Developer toward the Housing Authority Property Purchase Price. The Earnest Money Deposit shall be nonrefundable, except to the extent the Close of Escrow fails to occur due to either the default of the City or the Housing Authority under the terms and conditions of this Agreement, in which case the Earnest Money Deposit shall be refunded to the Developer from the defaulting seller.

3.5.3 At Close of Escrow. At least one (1) business days preceding the Escrow Closing Date, the Developer shall deposit into the Escrow the amount of the Purchase Price, less the amount of the Earnest Money Deposit.

3.6 Title.

3.6.1 Condition of Title; Title Policy. It is a condition to the Close of Escrow for Developer's benefit that fee title to the Property and the right to possession of the Property conveyed to Developer pursuant to this Agreement shall be subject only to the Permitted Exceptions (as defined below), as evidenced by the receipt by Escrow Holder of an irrevocable commitment from the Title Company to issue to Developer upon Close of Escrow the Title Policy. The Parties shall cause the Title Company to issue the Title Policy to Developer upon Close of Escrow.

3.6.2 Permitted Exceptions. The term "Permitted Exceptions" as used herein shall mean the following conditions and exceptions to title or possession:

3.6.2.1 Non-Delinquent Tax, Assessment and Bond Liens. A lien to secure payment of general and special real property taxes, assessments and bonds obligations, provided they are not delinquent.

3.6.2.2 Supplemental Taxes. A lien of supplemental taxes assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code accruing on or after the Close of Escrow.

3.6.2.3 Developer Creation or Consent. Matters affecting the condition of title created by or with the consent of Developer.

3.6.2.4 Disclosed to and Approved by Developer. Other exceptions to title disclosed by the Preliminary Report which have been approved in writing by Developer prior to the Close of Escrow.

Notwithstanding any other provision(s) in this Agreement, any exceptions to title to the Property representing monetary liens or encumbrances are hereby disapproved and deemed a Disapproved Matter (defined below).

3.6.3 Title Approval. If Developer has not already obtained the same prior to the execution of this Agreement, promptly following the Escrow Opening Date, Escrow Holder shall obtain the Preliminary Report from the Title Company and deliver a copy of the Preliminary Report to the Parties. Upon the later of (a) ten (10) days following the Escrow Opening Date; or (b) ten (10) days following Developer's receipt of the Preliminary Report, Developer will notify the City, the Housing Authority and Escrow Holder in writing of any objections to the status of title as disclosed by the Preliminary Report. Any title matters disapproved by Developer will constitute "Disapproved Matters," which the City and/or the Housing Authority, as applicable, may cause to be removed as title exceptions on or before Close of Escrow. Those title exceptions not constituting Disapproved Matters will be deemed Permitted Exceptions. Any exceptions to title not disapproved in writing within said period of time shall be deemed approved by Developer and will constitute Permitted Exceptions.

3.7 Suitability and Condition of Housing Authority Property.

3.7.1 Inspection and Right of Entry. Prior to Close of Escrow, Developer may conduct, at Developer's sole expense, such inspections of the Property as Developer may desire or deem appropriate, in Developer's sole discretion. The City and Housing Authority hereby grants to Developer and its authorized employees, representatives, agents and contractors, permission and a license to enter upon the Property prior to the Escrow Closing Date for the purpose of conducting such inspections including, but not limited to, a Phase 1 environmental assessment. The City and Housing Authority hereby grants to Developer and its authorized employees, representatives, agents and contractors, permission and a license to enter upon the Property prior to the Escrow Closing Date for the purpose of conducting such inspections including, but not limited to, a phase 1 environmental assessment. The City and the Housing Authority shall have the right, but not the obligation, to accompany Developer during such inspections and investigations; provided, however, in no event shall any invasive testing or procedures, other than those required for the phase 1 environmental assessment, be permitted by Developer or its agents or contractors without prior written consent of the City and/or the Housing Authority, as applicable, which consent shall not be unreasonably withheld, conditioned, or delayed. Developer, at its sole cost and expense, agrees to restore the Property to the conditions the Property was in prior to Developer's entry.

3.7.2 Insurance. Prior to Developer or its agents or contractors entering upon the Property pursuant to Section 3.6.1, Developer shall (i) give the City and/or the Housing Authority, as applicable, seventy-two (72) hours prior notice of such entry, and (ii) provide satisfactory evidence to the City and/or the Housing Authority, as applicable, that Developer, or its agents or contractors, have obtained commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; workers compensation insurance in statutory limits and employers liability insurance with limits not less than \$1,000,000 each limit; and umbrella excess liability insurance excess of the underlying commercial general liability and employers liability insurance with limits not less than \$5,000,000 each occurrence and aggregate. Such liability insurance shall include or be endorsed (amended) to state that: (1) the City, the Housing Authority, and their respective directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured; and (2) the insurance coverage shall be primary insurance as respects the City, the Housing Authority, and their respective directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage. Such liability insurance policy shall be placed with an insurer with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City and the Housing Authority.

3.7.3 Indemnification. Developer shall defend, indemnify and hold the City, the Housing Authority and their respective directors, officials, officers, employees, agents, and volunteers free and harmless from and against any and all claims, damages and liabilities related to Developer's or Developer's employees, representatives, agents and contractors activities on the City Property and the Housing Authority Property under Section 3.6.1. The indemnity obligations of Developer under this Section 3.6.3 shall survive the Close of Escrow or termination of this Agreement.

3.7.4 No Representations or Warranty. The Developer shall rely solely and exclusively upon the results of its own investigations of the Property, including, without limitation, investigations regarding geotechnical soil conditions, compliance with applicable laws pertaining to the use of the Property by the Developer and any other matters relevant to the condition or suitability of the Property for the Project, as the Developer may deem necessary or appropriate. The City and the Housing Authority makes no representation or warranty to the Developer relating to the condition of the Property or suitability of the Property for any intended use or development by the Developer.

3.7.5 Acceptance of Property "As-Is". Except as otherwise expressly provided herein, the Developer's election to purchase the Property will be based upon and will constitute evidence of the Developer's independent investigation of the Property, and not as a result of any representation(s) made by the City or the Housing Authority or any employee, official, consultant or agent of the City or the Housing Authority relating to the condition of the Property (unless such statement or representation is expressly and specifically set forth in this Agreement), its use, development potential and suitability for the Developer's intended use, including, without limitation, the following: the feasibility of developing the Property for the purposes intended by the Developer and the conditions of approval for any subdivision map; the size and dimensions of the Property; the availability, cost and adequacy of water, sewerage and any utilities serving or required to serve the Property; the presence and adequacy of current or required infrastructure or other improvements on, near or affecting the Property; any surface, soil, subsoil, fill or other physical conditions of or affecting the Property, such as climate, geological, drainage, air, water or mineral conditions; the condition of title to the Property; the existence of governmental laws, statutes, rules, regulations, ordinances, limitations, restrictions or requirements concerning the use, density, location or suitability of the Property for any existing or proposed development thereof, including, but not limited to, zoning, building, subdivision, environmental or other such regulations; the necessity of availability of any general or specific plan amendments, rezoning, zoning variances, conditional use permits, building permits, environmental impact reports, parcel or subdivision maps and public reports, requirements of any improvement agreements; requirements of the California Subdivision Map Act, and any other governmental permits, approvals or acts (collectively "Permits"); the necessity or existence of any dedications, taxes, fees, charges, costs or assessments which may be imposed in connection with any governmental regulations or the obtaining of any required Permits; the presence of endangered plant or animal species upon the Property; and all of the matters concerning the condition, use, development or sale of the Property. Neither the City nor the Housing Authority will be liable for any loss, damage, injury or claim to any person or property arising from or caused by the development of the Property by the Developer. The Developer hereby waives and releases all claims and demands against the City and the Housing Authority for any such loss, damage or injury and agrees to indemnify, defend and hold the City, the Housing Authority and their respective directors, officials, officers, employees, agents, and volunteers harmless from and against any and all loss, claim, action, demand, damage, costs and expenses (including reasonable attorney's fees) arising from or related to any such loss, damage, injury or claim.

3.8 Joint Escrow Instructions.

3.8.1 Opening of Escrow. The Developer shall cause the Escrow to be opened within two (2) days following the Effective Date. Escrow Holder shall promptly confirm in writing to each of the Parties the date of the Escrow Opening Date. This Section 3.7 shall constitute the joint escrow instructions of the City, the Housing Authority and the Developer to Escrow Holder for conduct of the Escrow.

3.8.2 Conditions to Close of Escrow. The conditions set forth below in this Section 3.8.2 shall be satisfied or waived by the respective benefited Party on or before the Escrow Closing Date or the Party benefited by any unsatisfied condition shall not be required to proceed to close the Escrow.

3.8.2.1 Developer's Conditions. The Developer's obligation to purchase the City Property from the City and the Housing Authority Property from the Housing Authority on the Escrow Closing Date shall be subject to the satisfaction or waiver of each of the following conditions precedent, each of which can only be waived in writing by the Developer:

(a) The Developer has approved the condition of the property pursuant to Section 3.7 and agrees to accept the title to and conveyance of the City Property and the Housing Authority Property pursuant to Section 3.6;

(b) The City's Community Development Director finds, pursuant to Government Code Section 65402, that the City's disposition of fee title to the City Property and the Housing Authority's disposition of fee title to the Housing Authority Property is consistent with the City's General Plan;

(c) The City has approved all necessary Project Approvals and has agreed, as part of the conditions of approval for the Project Approvals, to process Developer's application to vacate Seventh Street, between Belle Avenue and Sheridan Street, subject to any agenda deadline requirements, public noticing requirements or other applicable federal, state and local laws, ordinances, regulations, codes, standards and other requirements, including, without limitation, the Public Streets, Highways, and Service Easements Vacation Law (California Streets & Highways Code §§ 8300 *et seq.*);

(d) The Title Company is unconditionally committed to issue the Title Policy to the Developer, at the Close of Escrow;

(e) The City deposits all of the items into the Escrow required by Section 3.8.4;

(f) The Housing Authority deposits all of the items into the Escrow required by Section 3.8.5;

(g) The Developer approves the Escrow Holder's final estimated closing/settlement statement;

(h) The City and the Housing Authority have performed all of their material obligations required to be performed by the City and the Housing Authority under this Agreement prior to Close of Escrow; and

(i) The representations, warranties and covenants of the City and the Housing Authority as set forth in Section 3.12 and Section 3.13, respectively, are true and correct in all material respects on the Effective Date and on the Escrow Closing Date.

3.8.2.2 City's Conditions. The City's obligation to sell the City Property to the Developer on or before the Escrow Closing Date shall be subject to the satisfaction or waiver of each of the following conditions precedent, which can only be waived in writing by the City, as applicable:

(a) The Developer deposited the Earnest Money Deposit into Escrow, pursuant to Section 3.4.1;

(b) The Developer has applied for and obtained all necessary Project Approvals and has paid all associated fees;

(c) The Developer agrees to accept the title to and conveyance of the City Property pursuant to Section 3.5;

(d) The City's Community Development Director finds, pursuant to Government Code Section 65402, that the City's disposition of fee title to the City Property is consistent with the City's General Plan;

(e) The Developer deposits all of the items into Escrow required by Section 3.7.3;

(f) The City approves the Escrow Holder's final estimated closing/settlement statement;

(g) The Developer performs all of its material obligations required to be performed by the Developer under this Agreement prior to Close of Escrow; and

(h) The representations, warranties and covenants of the Developer set forth in Section 3.10 are true and correct in all material respects on the Effective Date and on the Escrow Closing Date.

3.8.2.3 Housing Authority's Conditions. The Housing Authority's obligation to sell the Housing Authority Property to the Developer on or before the Escrow Closing Date shall be subject to the satisfaction or waiver of each of the following conditions precedent, which can only be waived in writing by the Housing Authority, as applicable:

(a) The Developer deposited the Earnest Money Deposit into Escrow, pursuant to Section 3.5.1;

(b) The Developer has applied for and obtained all necessary Project Approvals and has paid all associated fees;

(c) The Developer agrees to accept the title to and conveyance of the Housing Authority Property pursuant to Section 3.6;

(d) The City's Community Development Director finds, pursuant to Government Code Section 65402, that the Housing Authority's disposition of fee title to the Housing Authority Property is consistent with the City's General Plan;

(e) The Developer deposits all of the items into Escrow required by Section 3.7.3;

(f) The Housing Authority approves the Escrow Holder's final estimated closing/settlement statement;

(g) The Developer performs all of its material obligations required to be performed by the Developer under this Agreement prior to Close of Escrow; and

(h) The representations, warranties and covenants of the Developer set forth in Section 3.10 are true and correct in all material respects on the Effective Date and on the Escrow Closing Date.

3.8.3 Developer's Escrow Deposits. Following satisfaction or waiver of each of the Developer's conditions to the Close of Escrow set forth in Section 3.8.2.1 and, at least, one (1) business day prior to the Escrow Closing Date scheduled by the Escrow Holder in a writing delivered to each of the Parties, the Developer shall deposit the following funds and documents into the Escrow and, concurrently, provide a copy of each such document to the City and the Housing Authority, as applicable:

3.8.3.1 Purchase Price. The Purchase Price, less the Earnest Money Deposit, the City ENA Deposit and the Housing Authority ENA Deposit, plus (i) Title and Escrow Costs payable by Developer pursuant to Section 3.8.9, and (ii) any additional funds required to be deposited into the Escrow by the Developer under the terms of this Agreement to close the Escrow, all in immediately available funds;

3.8.3.2 PCO Report. A PCO Report executed by the authorized representative(s) of the Developer;

3.8.3.3 Covenant and Deed Restriction. The Covenant and Deed Restriction executed by the authorized representative(s) of the Developer and notarized, in recordable form; and

3.8.3.4 Notice of Agreement. The Notice of Agreement executed by the authorized representative(s) of the Developer and notarized, all in recordable form.

3.8.4 City's Escrow Deposits. Following satisfaction or waiver of each of the conditions to Close of Escrow set forth in 3.8.2.2 and, at least, three (3) business days prior to

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the Escrow Closing Date scheduled by the Escrow Holder in a writing delivered to each of the Parties, the City shall deposit the following funds and documents into the Escrow and, concurrently, provide a copy of each such document to the Developer:

3.8.4.1 City Grant Deed. The City Grant Deed executed by the authorized representative(s) of the City and notarized, all in recordable form;

3.8.4.2 Covenant and Deed Restriction. The Covenant Deed Restriction executed by the authorized representative(s) of the City and notarized in recordable form;

3.8.4.3 FIRPTA Affidavit. The FIRPTA Affidavit completed and executed by the authorized representative(s) of the City;

3.8.4.4 Notice of Agreement. The Notice of Agreement executed by the authorized representative(s) of the City and notarized, all in recordable form; and

3.8.4.5 Form 593-C. A Form 593-C executed by the authorized representative(s) of the City.

3.8.5 Housing Authority's Escrow Deposits. Following satisfaction or waiver of each of the conditions to Close of Escrow set forth in 3.8.2.3 and, at least, three (3) business days prior to the Escrow Closing Date scheduled by the Escrow Holder in a writing delivered to each of the Parties, the Housing Authority shall deposit the following funds and documents into the Escrow and, concurrently, provide a copy of each such document to the Developer:

3.8.5.1 Housing Authority Grant Deed. The Housing Authority Grant Deed executed by the authorized representative(s) of the Housing Authority and notarized, all in recordable form;

3.8.5.2 Covenant and Deed Restriction. The Covenant Deed Restriction executed by the authorized representative(s) of the Housing Authority and notarized, in recordable form;

3.8.5.3 FIRPTA Affidavit. The FIRPTA Affidavit completed and executed by the authorized representative(s) of the Housing Authority;

3.8.5.4 Notice of Agreement. The Notice of Agreement executed by the authorized representative(s) of the Housing Authority and notarized, all in recordable form; and

3.8.5.5 Form 593. A Form 593 executed by the authorized representative(s) of the Housing Authority.

3.8.6 Closing Procedure. When each of the Developer's Escrow deposits, as set forth in Section 3.8.3, each of the City's Escrow deposits, as set forth in Section 3.8.4, and each of the Housing Authority's Escrow deposits, as set forth in Section 3.8.5, are deposited into the Escrow, the Escrow Holder shall request confirmation in writing from the City, the Housing

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Authority and the Developer that each of their respective conditions to the Close of Escrow, as set forth in Section 3.8.2, are satisfied or waived. Upon the Escrow Holder's receipt of written confirmation from the City, the Housing Authority and the Developer that each of their respective conditions to the Close of Escrow are either satisfied or waived, the Escrow Holder shall close the Escrow by doing all of the following:

3.8.6.1 Insertion of Dates. The Escrow Holder shall insert the Escrow Closing Date into the Notice of Agreement and the Covenant and Deed Restriction, as the date of such documents, prior to the recordation of such documents. The Escrow Holder shall insert the Phase 1 Completion Date, which is the date that is twenty-four (24) months after the Escrow Closing Date, in Section 1 of the Covenant and Deed Restriction. The Escrow Holder shall insert the Phase 2 Completion Date, which is the date that is twenty-four (24) months after the date the first certificate of occupancy is issued for Phase 2, in Section 2 of the Covenant and Deed Restriction.

3.8.6.2 Recordation of Documents. Record the City Grant Deed, the Housing Authority Grant Deed, the Covenant and Deed Restriction, and the Notice of Agreement with the Office of the Recorder of the County of Riverside, California, for recordation in the order set forth in Section 3.7.8;

3.8.6.3 Distribution of Recorded Documents. Distribute conformed copies of each recorded document to the Party or person designated for such distribution in 3.7.8;

3.8.6.4 PCO Report. File the PCO Report with the Office of the Recorder of the County of Riverside, California;

3.8.6.5 FIRPTA Affidavit. File the FIRPTA Affidavits submitted by the City and the Housing Authority with the United States Internal Revenue Service;

3.8.6.6 Form 593-W. File the Form 593-W submitted by the City and the Housing Authority with the State of California Franchise Tax Board;

3.8.6.7 Title Policy. Obtain and deliver to the Developer the Title Policy;

3.8.6.8 Purchase Price. Deliver the City Property Purchase Price to the City, less any charges to the account of the City, deliver the Housing Authority Property Purchase Price to the Housing Authority, less any charges to the account of the Housing Authority, and return all remaining funds held by the Escrow Holder for the account of the Developer to the Developer, less the Title and Escrow Costs payable by Developer pursuant to Section 3.7.8 and less any other charges to the account of the Developer; and

3.8.6.9 Report to IRS. Following the Close of Escrow and prior to the last date on which such report is required to be filed with the Internal Revenue Service, if such report is required pursuant to Section 6045(e) of the Internal Revenue Code, the Escrow Holder shall report the gross proceeds of the purchase and sale of the City Property and the Housing Authority Property to the Internal Revenue Service on Form 1099-B, W-9 or such other form(s)

as may be specified by the Internal Revenue Service pursuant to Section 6045(e). Upon the filing of such reporting forms with the Internal Revenue Service, the Escrow Holder shall deliver a copy of the filed forms to the City, the Housing Authority, and the Developer.

3.8.7 Close of Escrow. Close of Escrow shall occur on or before the Escrow Closing Date. If for any reason the Close of Escrow has not occurred on or before the Escrow Closing Date, then any Party not then in default of this Agreement may cancel the Escrow and terminate this Agreement by delivering written notice of termination to the other Parties and the Escrow Holder and, thereafter, the Parties shall proceed pursuant to Section 3.7.11. Without limiting the right of each Party to cancel the Escrow and terminate this Agreement, pursuant to the preceding sentence, if the Escrow does not close on or before the Escrow Closing Date, and no Party has exercised its contractual right to cancel the Escrow and terminate this Agreement before such time, then the Escrow shall close as soon as reasonably possible following the first date on which the Escrow Holder is in a position to close the Escrow, pursuant to the terms and conditions of this Agreement.

3.8.8 Recordation and Distribution of Documents. Escrow Holder shall cause the following documents to be recorded in the official records of the Recorder of the County of Riverside, California, in the following order at the Close of Escrow: (i) the City Grant Deed, (ii) the Housing Authority Grant Deed, (iii) the Covenant and Deed Restriction, (iv) the Notice of Agreement, and (v) any other documents to be recorded through the Escrow upon the joint instructions of the Parties. The Escrow Holder shall deliver conformed copies of all documents recorded through the Escrow to the City, the Housing Authority and the Developer and any other person designated in the joint escrow instructions of the Parties to receive a conformed copy of each such document, each showing all recording information.

3.8.9 Escrow Closing Costs and Title Policy Premium. All costs of the Title Policy shall be paid by the Developer, and all Escrow fees and normal closing costs attributable to the conveyance of the City Property and the Housing Authority Property ("Title and Escrow Costs") shall be paid by Developer. The City and the Housing Authority shall be responsible for payment of all expenses required to obtain the partial release or reconveyance of mortgages, deeds of trust or other monetary liens and encumbrances affecting the City Property and/or the Housing Authority Property, as applicable. Escrow Holder shall provide an estimated closing costs statement to the City, the Housing Authority, and the Developer at least three (3) business days prior to the Escrow Closing Date.

3.8.10 Property Taxes, Assessments and Bonds. City shall timely pay all real property taxes, assessments and bonds allocable to the City Property accruing prior to the Escrow Closing Date. Housing Authority shall timely pay all real property taxes, assessments and bonds allocable to the Housing Authority Property accruing prior to the Escrow Closing Date. Developer shall pay all real property taxes, assessments and bonds allocable to the Property accruing on or after the Escrow Closing Date.

3.8.11 Escrow Cancellation Charges; Earnest Money Deposit. If the Escrow fails to close due to the City's material default under this Agreement, the City shall pay all ordinary and reasonable cancellation charges relating to the Escrow and the Title Policy and the Earnest Money Deposit shall be returned to Developer. If the Escrow fails to close due to the

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Housing Authority's material default under this Agreement, the Housing Authority shall pay all ordinary and reasonable cancellation charges relating to the Escrow and the Title Policy and the Earnest Money Deposit shall be returned to Developer. If the Escrow fails to close due to the Developer's material default under this Agreement, the Developer shall pay all ordinary and reasonable cancellation charges relating to the Escrow and Title Policy and the City and the Housing Authority shall retain the Earnest Money Deposit. If the Escrow fails to close for any reason other than the material default of the City, the Housing Authority or the Developer, the Parties shall each pay one-third (1/3) of any ordinary and reasonable cancellation charges relating to the Escrow and the Title Policy and the City and the Housing Authority shall retain the Earnest Money Deposit.

3.9 Project Development.

3.9.1 Developer to Complete Phase 1; Reversion to City and Corona Housing Authority. The Developer shall diligently pursue and complete construction of Phase 1 on or before the Phase 1 Completion Date (Phase 1 Completion Covenant"). For purposes of this provision, the phrase "complete construction" shall mean the date on which the City issues a Notice of Inspection Completion for Phase 1. In the event that the Developer does not satisfy the Phase 1 Completion Covenant to the City and/or Housing Authority's reasonable satisfaction, fee title ownership to the City Property shall be subject to reversion back to the City and fee title ownership to the Housing Authority Property shall be subject to reversion back to the Housing Authority, subject to the satisfaction of the requirements provided for in Section 3.9.2 below.

3.9.2 Phase 1 Reversion Procedure. If Developer breaches or fails to complete the Phase 1 Completion Covenant by the Phase 1 Completion Date, as reasonably determined by the City and/or the Housing Authority, the following may occur:

3.9.2.1 Housing Authority Property. The Housing Authority may elect to cause the Housing Authority Property to revert back to the Housing Authority upon: (i) the Housing Authority delivering written notice to Developer of its intent to implement the reversion procedure within thirty (30) days following the failure of Developer to satisfy the Phase 1 Completion Covenant; and (ii) payment of the Housing Authority Property Purchase Price by the Housing Authority to Developer, without interest or increase in any amount.

3.9.2.2 City Property. The City may elect to cause the City Property to revert back to the City upon: (a) the City delivering written notice to Developer of its intent to implement the reversion procedure within thirty (30) days following the failure of Developer to satisfy the Phase 1 Completion Covenant; and (b) payment of the City Property Purchase Price by the City to Developer, without interest or increase in any amount.

3.9.3 Developer to Complete Phase 2; Reversion to City and Corona Housing Authority. In addition to completing construction of Phase 1 on or before the Phase 1 Completion Date, the Developer shall diligently pursue and complete construction of Phase 2 on or before the Phase 2 Completion Date ("Phase 2 Completion Covenant" and, collectively with the Phase 1 Completion Covenant, the "Completion Covenants"). For purposes of this provision, the phrase "complete construction" shall mean the date on which the City issues a Notice of Inspection Completion for Phase 2. In the event that the Developer does not satisfy the Phase 2

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Completion Covenant to the City and/or Housing Authority's reasonable satisfaction, fee title ownership to the City Property shall be subject to reversion back to the City and fee title ownership to the Housing Authority Property shall be subject to reversion back to the Housing Authority, subject to the satisfaction of the requirements provided for in Section 3.9.4 below.

3.9.4 Phase 2 Reversion Procedure. If Developer breaches or fails to complete the Phase 2 Completion Covenant by the Phase 2 Completion Date, as reasonably determined by the City and/or the Housing Authority, the following may occur:

3.9.4.1 Housing Authority Property. The Housing Authority may elect to cause the Housing Authority Property to revert back to the Housing Authority upon: (i) the Housing Authority delivering written notice to Developer of its intent to implement the reversion procedure within thirty (30) days following the failure of Developer to satisfy the Phase 2 Completion Covenant; and (ii) payment of the Housing Authority Property Purchase Price by the Housing Authority to Developer, without interest or increase in any amount.

3.9.4.2 City Property. The City may elect to cause the City Property to revert back to the City upon: (i) the City delivering written notice to Developer of its intent to implement the reversion procedure within thirty (30) days following the failure of Developer to satisfy the Phase 2 Completion Covenant; and (ii) payment of the City Property Purchase Price by the City to Developer, without interest or increase in any amount.

3.9.5 Execution of Transfer Documents. If Developer fails to fully and timely satisfy the Phase 1 Completion Covenant and/or the Phase 2 Completion Covenant, then within sixty (60) calendar days of notice given from City and/or the Housing Authority to Developer and payment of the Housing Authority Property Purchase Price by Housing Authority to Developer, and payment of the City Property Purchase Price by City to Developer, Developer shall: (a) execute a grant deed and any other documentation in recordable form reasonably approved by the City and the Housing Authority as may be necessary to effectuate the reversion of the Housing Authority Property to the Housing Authority and the reversion of the City Property to the City; and (b) cooperate in good faith in all other ways to effectuate such reversion.

3.9.6 Enforcement of Reverter. Developer acknowledges that a violation of the Phase 1 Completion Covenant and/or the Phase 2 Completion Covenant shall give the City and/or the Housing Authority the right to enforce these Completion Covenants by order of a court of competent jurisdiction, or to pursue any or all other remedies available in law or equity.

3.9.7 Termination of Completion Covenants. If Developer fully and timely satisfies the Phase 1 Completion Covenant and the Phase 2 Completion Covenant, to the reasonable satisfaction of City and Housing Authority, then upon the written request of Developer, the Housing Authority's Executive Director shall execute, on behalf of the Housing Authority, and the City's City Manager shall execute, on behalf of the City, a "satisfaction and release of covenant" which is approved as to form by the Housing Authority's General Counsel and the City's City Attorney, or such other document as may be approved by Housing Authority's General Counsel and the City's City Attorney, to (i) remove from title this Notice of Agreement and the Covenant and Deed Restriction (as required by the DDA); and (ii)

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acknowledge and agree that this Notice of Agreement shall have no further force or effect and shall no longer constitute a covenant running with the land.

3.9.8 Obligations to Run with the Land. The notice of the obligations of this Section 3.9 shall be recorded as a covenant running with the land and shall be binding upon the heirs, devisees, assigns, transferees, and successors in interest of the Developer. The terms and conditions of Sections 3.9.1 through 3.9.4, inclusive, shall terminate and have no further force or effect following satisfaction of the Phase 1 Completion Covenant and the Phase 2 Completion Covenant to the reasonable satisfaction of the City and Housing Authority.

3.9.9 Reconveyance of Reverter. Upon written request of Developer following Developer's satisfaction of the Phase 1 Completion Covenant and the Phase 2 Completion Covenant to the reasonable satisfaction of the City and Housing Authority, the Housing Authority's Executive Director shall execute, on behalf of the Housing Authority, and the City's City Manager shall execute, on behalf of the City, a "satisfaction and release of covenant" which is approved as to form by the Housing Authority's General Counsel and the City's City Attorney, or such other document as may be approved by Housing Authority's General Counsel and the City's City Attorney, to: (i) remove from title the Covenant and Deed Restriction and the Notice of Agreement; and (ii) acknowledge and agree that the terms and conditions of Sections 3.9.1 through 3.9.4, inclusive, shall be of no further force or effect and shall no longer constitute a covenant running with the land.

3.9.10 Project Development at Developer's Cost. The Parties agree that neither the Housing Authority nor the City shall provide any monetary assistance to the Developer in connection with the construction of the Project. The Developer shall be responsible for paying for the costs of all design work, construction, labor, materials, fees, permit, application, surety bond and other expenses associated with the Project. The Developer shall pay any and all fees pertaining to the review and approval of the Project by each Governmental Agency and utility service providers, including the costs of preparation of all required construction, planning and other documents reasonably required by each Governmental Agency or utility service provider pertinent to the construction of the Project, including, but not limited to, specifications, drawings, plans, maps, permit applications, land use applications, zoning applications, environmental review and disclosure documents and design review documents. The Developer shall obtain any and all necessary governmental approvals, prior to the commencement of applicable portions of construction of the Project, and the Developer shall take reasonable precautions to ensure the safety and stability of surrounding properties during the construction of the Project.

3.9.11 Subordination. This Agreement shall be subordinate and junior only to the lien of a first deed of trust against the Property and shall not impair the rights of any institutional lender that is the maker of a loan secured by such first deed of trust, or such lender's assignee or successor-in-interest, to exercise its remedies under the deed of trust in the event of default by Developer.

3.9.12 Relocation Assistance. To the extent that any current or future tenant or occupant of the Property is entitled to relocation assistance under the California Relocation Assistance Act (California Government Code §§ 7260 *et seq.*) or any other applicable law, the Developer shall be responsible for performing all obligations and paying all costs and expenses

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related to providing such relocation assistance. The activities of the Developer or its agents directly or indirectly related to the Developer's obligations under this Section 3.9.11 shall be subject to the Developer's indemnity, defense, and hold harmless obligations pursuant to Section 3.16.

3.10 Developer Covenant to Defend this Agreement. The Developer acknowledges that both the City and the Housing Authority are a "public entity" and/or a "public agency" as defined under applicable California law. Therefore, the City and the Housing Authority must satisfy the requirements of certain California statutes relating to the actions of public entities, including, without limitation, CEQA and applicable sections of the California Health and Safety Code. Also, as a public body, the City's and the Housing Authority's actions in approving this Agreement may be subject to proceedings to invalidate this Agreement or mandamus. The Developer assumes the risk of delays and damages that may result to the Developer from any third-party rejections or legal actions related to the City's and/or the Housing Authority's approval of this Agreement or the pursuit of the activities contemplated by this Agreement, even in the event that an error, omission or abuse of discretion by the City and/or the Housing Authority is determined to have occurred. If within one hundred and twenty (120) calendar days following the Close of Escrow, a third-party files a legal action regarding the City's and/or the Housing Authority's approval of this Agreement or the pursuit of the activities contemplated by this Agreement, the City and the Housing Authority may terminate this Agreement on thirty (30) days advance written notice to the Developer of the City and the Housing Authority's intent to terminate this Agreement, referencing this Section 3.10, without any further obligation to perform the terms of this Agreement and without any liability to the Developer or any other entity resulting from such termination, unless the Developer unconditionally agrees to defend, indemnify and hold harmless the Housing Authority and the City, with legal counsel acceptable to the Housing Authority and the City, against such third-party legal action, within thirty (30) calendar days following receipt of the City's and the Housing Authority's notice of intent to terminate this Agreement, including without limitation paying all of the court costs, attorney fees, monetary awards, sanctions, attorney fee awards, expert witness and consulting fees, and the expenses of any and all financial or performance obligations resulting from the disposition of the legal action. Any such agreement between the Housing Authority, the City and the Developer must be in a separate writing and reasonably acceptable to the Housing Authority and the City in both form and substance. Nothing contained in this Section 3.10 shall be deemed or construed to be an express or implied admission that the Housing Authority or the City may be liable to the Developer or any other person for damages or other relief from any alleged or established failure of the City Housing Authority to comply with any statute, including, without limitation, CEQA or applicable sections of the California Health and Safety Code.

3.11 Representations and Warranties of Developer. The Developer makes the following representations, covenants and warranties, as of the Effective Date, and acknowledges that the execution of this Agreement by the City and the Housing Authority is made in material reliance by the City and the Housing Authority on such covenants, representations and warranties of the Developer:

3.11.1 Authority. The Developer has taken all requisite action and obtained all requisite consents in connection with entering into this Agreement, such that this Agreement is

valid and enforceable against the Developer in accordance with its terms and each instrument to be executed by the Developer pursuant to or in connection with this Agreement will, when executed, be valid and enforceable against the Developer in accordance with its terms. No approval, consent, order or authorization of, or designation or declaration of any other person, is required in connection with the valid execution, delivery or performance of this Agreement by the Developer.

3.11.2 No Change. If the Developer becomes aware of any act or circumstance that would change or render incorrect, in whole or in part, any representation or warranty made by the Developer under this Agreement, whether as of the date given or any time thereafter, whether or not such representation or warranty was based upon the Developer's knowledge and/or belief as of a certain date, the Developer will give prompt written notice of such changed fact or circumstance to the Housing Authority.

3.12 City's Representations and Warranties. City hereby represents and warrants to Developer that the following statements are true and correct as of the Effective Date, and shall be true and correct as of Close of Escrow, and the truth and accuracy of such statements shall constitute a condition precedent to all of Developer's obligations under this Agreement:

3.12.1 Authority. This Agreement and all other documents delivered by City to Developer now or at Close of Escrow have been or will be duly executed and delivered by the City and are or will be legal, valid and binding obligations of the City, sufficient to convey to Developer good and marketable title to the City Property and are enforceable in accordance with their respective terms.

3.12.2 No Unrecorded Possessory Interests; No Agreements or Undertakings. To the City's current actual knowledge there are no agreements for occupancy in effect for the City Property and no unrecorded possessory interests or unrecorded agreements that encumber title to the City Property. Prior to the Close of Escrow, the City shall cause all agreements for occupancy and any unrecorded possessory interests or unrecorded agreements that encumber title to the City Property, if any, to be terminated. The City will not enter into any agreements or undertake any obligations prior to Close of Escrow which will in any way burden, encumber or otherwise affect the City Property including, without limitation, any agreements for occupancy of the City Property without obtaining the prior written consent of Developer, which may be granted or denied in Developer's reasonable discretion. Notwithstanding the foregoing, Developer shall have the absolute right to deny its consent to any agreement or encumbrance the term of which extends beyond the Close of Escrow for the City Property or the Housing Authority Property.

3.12.3 Hazardous Materials. City is aware of its obligations under California Health and Safety Code Section 25359.7 to disclose information to Developer regarding release of Hazardous Substances on the City Property. To the City's current actual knowledge, the City has not caused any Hazardous Substance to be placed or disposed of on or at the City Property or any part thereof in any manner or quantity which would constitute a violation of any Hazardous Substance law, nor has the City received any written notices that the City Property is in violation of any Hazardous Substance law.

3.12.4 Litigation. To City's current actual knowledge, there are no claims, actions, suits or proceedings continuing, pending or threatened against or affecting the City Property, or involving the validity or enforceability of this Agreement or of any other documents or instruments to be delivered by City at Close of Escrow, at law or in equity, or before or by any federal, state, municipal or other governmental department, board, commission, bureau or instrumentality. City is not subject to or in default under any notice, order, writ, injunction, decree or demand of any court or any governmental department, board, commission, bureau or instrumentality.

3.12.5 No Breach. The execution and delivery of this Agreement and the consummation of the transaction contemplated hereby will not violate or result in any breach of or constitute a default under or conflict with or cause any acceleration of any obligation with respect to any provision or restriction of any lien, lease, agreement, contract, instrument, or, according to City's knowledge, any order, judgment, award, decree, statute, regulation or ordinance, or any other restriction of any kind or character to which City is a party or by which City or the City Property are bound.

3.13 Representations and Warranties of Housing Authority. Housing Authority hereby represents and warrants to Developer that the following statements are true and correct as of the Effective Date, and shall be true and correct as of Close of Escrow, and the truth and accuracy of such statements shall constitute a condition precedent to all of Developer's obligations under this Agreement:

3.13.1 Authority. This Agreement and all other documents delivered by Housing Authority to Developer now or at Close of Escrow have been or will be duly executed and delivered by Housing Authority and are or will be legal, valid and binding obligations of Housing Authority, sufficient to convey to Developer good and marketable title to the Housing Authority Property and are enforceable in accordance with their respective terms.

3.13.2 No Unrecorded Possessory Interests; No Agreements or Undertakings. To Housing Authority's current actual knowledge, other than that certain License Agreement for Use of Authority Real Property dated November 18, 2015, as amended on June 6, 2018, by and between the Housing Authority and Universal Health Services of Rancho Springs, Inc. ("Hospital Parking License Agreement") and that certain Right of Entry License Agreement For Use of Licensor Property dated on or about November 9, 2015, as amended on or about January 14, 2016, by and between the Housing Authority and O'Duffy Bros. Inc. ("O'Duffy Construction Staging License Agreement"), there are no agreements for occupancy in effect for the Housing Authority Property and no unrecorded possessory interests or unrecorded agreements encumbering title to the Housing Authority Property. Prior to the Close of Escrow, the Housing Authority shall ensure that all of the following either expire or are terminated: (i) all agreements for occupancy, including, but not limited to the Hospital Parking License Agreement and the O'Duffy Construction Staging License Agreement; and (ii) any unrecorded possessory interests or unrecorded agreements that encumber title to the City Property, if any. Housing Authority will not enter into any agreements or undertake any obligations prior to Close of Escrow which will in any way burden, encumber or otherwise affect the Housing Authority Property, including, without limitation, any agreements for occupancy of the Housing Authority Property without obtaining the prior written consent of Developer, which may be granted or denied in Developer's

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reasonable discretion. Notwithstanding the foregoing, Developer shall have the absolute right to deny its consent to any agreement or encumbrance the term of which extends beyond the Close of Escrow for the City Property or the Housing Authority Property.

3.13.3 Hazardous Materials. Housing Authority is aware of its obligations under California Health and Safety Code Section 25359.7 to disclose information to Developer regarding release of Hazardous Substances on the Housing Authority Property. To Housing Authority's current actual knowledge, Housing Authority has not caused any Hazardous Substance to be placed or disposed of on or at the Housing Authority Property or any part thereof in any manner or quantity which would constitute a violation of any Hazardous Substance law, nor has Housing Authority received any written notices that the Housing Authority Property is in violation of any Hazardous Substance law.

3.13.4 Litigation. To Housing Authority's current actual knowledge, there are no claims, actions, suits or proceedings continuing, pending or threatened against or affecting the Housing Authority Property, or involving the validity or enforceability of this Agreement or of any other documents or instruments to be delivered by Housing Authority at Close of Escrow, at law or in equity, or before or by any federal, state, municipal or other governmental department, board, commission, bureau or instrumentality. Housing Authority is not subject to or in default under any notice, order, writ, injunction, decree or demand of any court or any governmental department, board, commission, bureau or instrumentality.

3.13.5 No Breach. The execution and delivery of this Agreement and the consummation of the transaction contemplated hereby will not violate or result in any breach of or constitute a default under or conflict with or cause any acceleration of any obligation with respect to any provision or restriction of any lien, lease, agreement, contract, instrument, or, according to Housing Authority's knowledge, any order, judgment, award, decree, statute, regulation or ordinance, or any other restriction of any kind or character to which Housing Authority is a party or by which Housing Authority or the Housing Authority Property are bound.

3.14 Possession; Risk of Loss. Developer shall be entitled to sole possession of the Property immediately upon Close of Escrow. All risk of loss or damage to the Housing Authority Property will pass from the Housing Authority to Developer at the Close of Escrow. All risk of loss or damage to the City Property will pass from the City to Developer at the Close of Escrow. If improvements on the Housing Authority Property are materially damaged or destroyed prior to Close of Escrow due to an insured casualty, Housing Authority will assign to Developer all insurance proceeds and the Housing Authority Property Purchase Price will be reduced by the amount of any deductible. If improvements on the City Property are materially damaged or destroyed prior to Close of Escrow due to an insured casualty, City will assign to Developer all insurance proceeds and the City Property Purchase Price will be reduced by the amount of any deductible. Housing Authority covenants and agrees that it will keep the Housing Authority Property fully insured or will otherwise self-insure the Housing Authority Property through Close of Escrow. City covenants and agrees that it will keep the City Property fully insured or will otherwise self-insure the City Property through Close of Escrow. If the Housing Authority Property is materially damaged or destroyed prior to Close of Escrow due to an uninsured casualty, Developer may elect to terminate this Agreement as provided in Section

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3.8.7 above. If the City Property is materially damaged or destroyed prior to Close of Escrow due to an uninsured casualty, Developer may elect to terminate this Agreement as provided in Section 3.8.7 above.

3.15 Brokers and Sales Commissions. If any Party elects to use the services of a real estate broker, sales person or finder, the Party that has obligated itself in writing with respect to such services shall deposit with Escrow Holder (or, with respect to the Housing Authority and the City, the payment to Housing Authority and/or the City at Closing will be debited) in an amount sufficient to satisfy all brokerage commissions and finder's fees for which such Party has become obligated. City, Housing Authority and Developer shall each indemnify, protect, defend and hold harmless the other Parties and its successors hereunder from and against any and all claims, liabilities, obligations, losses, damages, costs and expenses, including, without limitation, reasonable attorneys' fees, court costs and litigation expenses, arising from or in connection with any sales or brokerage commissions, finder's fees or other commissions which are (or are claimed to be) payable in connection with the transaction which is the subject of this Agreement by reason of the actions (or alleged actions) of such indemnifying Party.

3.16 Default. Subject to any extensions of time provided for in this Agreement, failure or delay by any Party to perform any term or provision of this Agreement shall constitute a default under this Agreement; provided, however, that if a Party otherwise in default commences to cure, correct or remedy such default, within thirty (30) calendar days after receipt of written notice from a non-defaulting Party specifying such default, and shall diligently and continuously prosecute such cure, correction or remedy to completion such Party shall not be deemed to be in default under this Agreement; provided, however, that where any other time limit for the completion of such cure, correction or remedy is specifically set forth in this Agreement, then solely within such specified time limit), which shall be instead of and not in addition to the time period otherwise provided in this Section 3.16. The non-defaulting Party shall give written notice of default to the Party in default, specifying the default complained of by the non-defaulting Party. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default. Any failure or delays by any Party in asserting any of its rights and/or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by any Party in asserting any of its rights and/or remedies shall not deprive the other Parties of their right to institute and maintain any action or proceeding that such Parties may deem necessary to protect, assert or enforce any such rights or remedies.

3.17 Indemnification. Except to the extent caused by the gross negligence or willful misconduct of the Housing Authority and/ or the City, Developer agrees to defend, indemnify and hold the Housing Authority, the City, and their respective directors, officials, officers, employees, agents, and volunteers free and harmless from and against any and all claims, damages and liabilities related to or arising out of Developer's use of or entry on the Property pursuant to Section 3.6 or related to or arising out of facts and circumstances occurring following Close of Escrow. The indemnity obligations described above will be for the benefit of and binding upon the Parties, their successors and assigns, officers, employees and representatives, and will survive Close of Escrow and the recordation of the Housing Authority Grant Deed and the City Grant Deed.

3.18 Notices, Demands and Communications Between the Parties. Any and all notices, demands or communications submitted by any Party to the other Parties pursuant to or as required by this Agreement shall be proper, if in writing and transmitted to the principal office of the Party, as applicable, as designated below by one or more of the following methods: (i) messenger for immediate personal delivery, (ii) a nationally recognized overnight delivery service or (iii) registered or certified United States Mail, postage prepaid, return receipt requested. Such written notices, demands or communications may be sent in the same manner to such other addresses as a Party may from time to time designate. Any such notice, demand or communication shall be deemed to be received by the addressee, regardless of whether or when any return receipt is received by the sender or the date set forth on such return receipt, on the day that it is delivered by personal delivery, on the date of delivery by a nationally recognized overnight courier service or three (3) calendar days after it is placed in the United States Mail, as provided in this Section 3.18. Rejection, other refusal to accept or the inability to deliver a notice, demand or communication because of a changed address of which no notice was given, shall be deemed receipt of the notice, demand or communication.

To the Developer:	The Boureston Companies 650 Town Center Drive, Suite 890 Costa Mesa, California 92626 Attention: Mr. Richard Boureston Facsimile: (949) 767-5929
With a copy to:	Bryan Cave Leighton Paisner LLP 3161 Michelson Drive, Suite 3161 Irvine, California 92612-4414 Attention: William B. Tate II, Esq. Facsimile: (949) 437-8933
To the Housing Authority:	City of Corona Housing Authority 400 S. Vicentia Avenue Corona, CA 92882 Attention: Darrell Talbert, Executive Director Facsimile: (951) 736-2493
To the City:	City of Corona 400 S. Vicentia Avenue Corona, CA 92882 Attention: Darrell Talbert, City Manager Facsimile: (951) 736-2493

3.19 Unavoidable Delay; Extension of Time of Performance. Subject to specific provisions of this Agreement, performance by a Party under this Agreement shall not be deemed, or considered to be in default, where any such default is due to an Unavoidable Delay. Any Party claiming Unavoidable Delay shall notify the other Parties: (a) within ten (10) days after such Party knows of any such Unavoidable Delay; and (b) within five (5) days after such Unavoidable Delay ceases to exist. To be effective, any notice of an Unavoidable Delay must

describe the Unavoidable Delay in reasonable detail. The extension of time for an Unavoidable Delay shall commence on the date of receipt of written notice of the occurrence of the Unavoidable Delay by the Party(ies) not requesting an extension of time to perform due to such Unavoidable Delay and shall continue until the end of the condition causing the Unavoidable Delay. The Party seeking to be excused from performance shall exercise its best efforts to cure the condition causing the Unavoidable Delay, within a reasonable time. Each Party expressly agrees that adverse changes in economic conditions, of any Party specifically or the economy generally, or changes in market conditions or demand or changes in the economic assumptions of either of them that may have provided a basis for entering into this Agreement shall not operate to excuse or delay the performance of each and every one of each Party's obligations and covenants arising under this Agreement. The Parties expressly assume the risk of such adverse economic or market changes, whether or not foreseeable, as of the Effective Date.

3.20 Governing Law. The laws of the State of California shall govern the interpretation and enforcement of this Agreement, without regard to such laws' conflicts of laws principles. The Parties acknowledge and agree that this Agreement is entered into, is to be fully performed in and relates to real property located in the City of Corona, County of Riverside, California.

3.21 Assignment. Developer shall not assign this Agreement without the prior express written consent of the City and the Housing Authority; provided, however, Developer may, with notice to the City and Housing Authority, assign this Agreement to any of its subsidiaries or successor legal entities.

3.22 Binding on Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.

3.23 Attorney Fees. Each Party shall be responsible for payment of its own attorneys' fees with respect to the negotiation and preparation of this Agreement. In the event of the bringing of any action or proceeding to enforce or construe any of the provisions of this Agreement, the prevailing Party in such action or proceeding, whether by final judgment or out of court settlement, shall be entitled to have and recover of and from the other Party(ies) all reasonable costs and expenses of suit.

3.24 Limitation of Developer's Remedies and Release. Developer acknowledges and agrees that the City and the Housing Authority would not have entered into this Agreement, if it were to individually or jointly, be liable to the Developer for any monetary damages, monetary recovery or any remedy following a default under this Agreement by the City and/or the Housing Authority, other than: (i) termination of this Agreement pursuant to Sections 3.8.7, 3.8.11, 3.10 or any other provision of this Agreement; (ii) specific performance; or (iii) injunctive relief (collectively, "Developer Remedies"). Accordingly, the Parties agree that the Developer Remedies shall be the Developer's sole and exclusive rights and remedies following a default under this Agreement by the City and/or the Housing Authority. The Developer hereby waives any right to pursue any remedy or damages based upon a default by the City and/or the Housing Authority under this Agreement other than the Developer Remedies. It is the intention of the Developer to be bound by the limitations on damages and remedies set forth in this Section 3.24,

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and the Developer hereby releases any and all claims against the City and/or the Housing Authority for monetary damages, monetary recovery or other legal or equitable relief related to any default under this Agreement by the City and/or the Housing Authority, except as specifically provided in this Section 3.24, whether or not any such released claims were known or unknown to the Developer as of the Effective Date of this Agreement. Except for the Developer Remedies, Developer hereby releases the City and the Housing Authority and their respective officials, officers, employees and agents from any and all claims arising out of a default by the City and/or the Housing Authority under this Agreement.

Without limiting the generality of anything in this Section 3.24, with respect to the waivers, releases and limitations on remedies contained in this Section 3.24, the Developer hereby expressly waives the benefit of and any protections provided by California Civil Code Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

In addition to waiving the provisions of California Civil Code Section 1542, the Developer hereby waives, releases and foregoes the provisions of any other federal or state statute or judicial decision of similar effect with respect to the waivers, releases and limitations contained in this Section 3.24.



Initials of Authorized
Developer Representative

3.25 Rights and Remedies are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties set forth in this Agreement are cumulative and the exercise by a Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party(ies).

3.26 Entire Agreement.

3.26.1 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Agreement includes eighty (80) pages, which includes Exhibit "A" (Legal Description of the City Property), Exhibit "B" (Legal Description of the Housing Authority Property), Exhibit "C" (Form of City Grant Deed), Exhibit "D" (Form of Housing Authority Grant Deed), Exhibit "E" (Covenant and Deed Restriction), and Exhibit "F" (Notice of Agreement), and which constitute the entire understanding and Agreement of the Parties regarding the Housing Authority Property, the Project and the other subjects addressed in this Agreement.

3.26.2 Integration. This Agreement integrates all of the terms and conditions mentioned in this Agreement or incidental to this Agreement and supersedes all negotiations or previous agreements between the Parties with respect to the Housing Authority Property, the Project and the other subjects addressed in this Agreement.

3.26.3 No Merger. None of the terms, covenants, restrictions, agreements or conditions set forth in this Agreement shall be deemed to be merged with any deed conveying title to the Housing Authority Property, and this Agreement shall continue in full force and effect before and after any such conveyances.

3.26.4 Waivers and Amendments in Writing. All waivers of the provisions of this Agreement and all amendments to this Agreement must be in writing and signed by the authorized representative(s) of the Housing Authority and the Developer.

3.27 Severability. If any sentence, clause, phrase or portion of this Agreement is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Agreement.

3.28 No Third-Party Beneficiaries. No claim as a third-party beneficiary under this Agreement by any person, corporation or any other entity, other than the City, shall be made or be valid against the Housing Authority or the Developer.

[SIGNATURES ON FOLLOWING THREE (3) PAGES]

CITY'S SIGNATURE PAGE FOR
CITY OF CORONA AND CORONA HOUSING AUTHORITY
DISPOSITION AND DEVELOPMENT AGREEMENT
WITH THE BOURESTON COMPANIES
(BELLE AVENUE / SHERIDAN STREET / 7th STREET PARCELS)

CITY OF CORONA
a California municipal corporation

By:

Darrell Talbert
City Manager

Date

Attest:

Sylvia Edwards
City Clerk

Approved as to Form:

Dean Derleth
City Attorney

HOUSING AUTHORITY'S SIGNATURE PAGE FOR
CITY OF CORONA AND CORONA HOUSING AUTHORITY
DISPOSITION AND DEVELOPMENT AGREEMENT
WITH THE BOURESTON COMPANIES
(BELLE AVENUE / SHERIDAN STREET / 7TH STREET PARCELS)

CORONA HOUSING AUTHORITY
a public body, corporate and politic

By:

Darrell Talbert
Executive Director

Date

Attest:

Sylvia Edwards
Secretary

Approved as to Form:

Dean Derleth
General Counsel

EXHIBIT "A"
TO
DISPOSITION AND DEVELOPMENT AGREEMENT

LEGAL DESCRIPTION AND DEPICTION OF CITY PROPERTY

Real property in the County of Riverside, State of California, as described in the attachment:

[SEE ATTACHED TWO (2) PAGES]

LEGAL DESCRIPTION OF CITY PROPERTY

ASSESSOR PARCEL NUMBER 117-181-011

THE EASTERLY RECTANGULAR 50 FEET OF LOTS 10, 11 AND 12 IN BLOCK 129 OF SOUTH RIVERSIDE TOWNSITE AS SHOWN BY MAP ON FILE IN BOOK 9 PAGE 8 OF MAPS RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY; TOGETHER WITH THAT PORTION OF THE NORTH/SOUTH ALLEY VACATED BY RESOLUTION #91-29 RECORDED MARCH 12, 1991 AS INSTRUMENT NO. 81119, OFFICIAL RECORDS, WHICH PORTION WOULD PASS BY OPERATION OF LAW.

ASSESSOR PARCEL NUMBER 117-181-012

THE WESTERLY RECTANGULAR .51 ACRES M/L IN LOTS 1, 2 & 3 BLK 129 MB 009/006 SB SOUTH RIVERSIDE LAND & WATER COMPANY

EXHIBIT "B"
TO
DISPOSITION AND DEVELOPMENT AGREEMENT

LEGAL DESCRIPTION AND DEPICTION OF HOUSING AUTHORITY PROPERTY

Real property in the County of Riverside, State of California, as described in the attachment:

[SEE ATTACHED THREE (3) PAGES]

LEGAL DESCRIPTION OF HOUSING AUTHORITY PROPERTY

ASSESSOR PARCEL NUMBER 117-186-001

LOT 7 OF BLOCK 122 OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 8 OF MAPS, SAN BERNARDINO COUNTY RECORDS.

EXCEPTING THEREFROM THE EASTERLY RECTANGULAR 46 FEET THEREOF.

ASSESSOR PARCEL NUMBER 117-186-002

THE EASTERLY 46 FEET OF LOT 7 OF BLOCK 122 OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 8 OF MAPS, SAN BERNARDINO COUNTY RECORDS.

ASSESSOR PARCEL NUMBER 117-186-003

LOT 8 OF BLOCK 122 OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 8 OF MAPS, SAN BERNARDINO COUNTY RECORDS.

ASSESSOR PARCEL NUMBER 117-186-004

LOT 9 OF BLOCK 122 OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 8 OF MAPS, SAN BERNARDINO COUNTY RECORDS.

ASSESSOR PARCEL NUMBER 117-186-010

LOT 5 OF BLOCK 122 OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 8 OF MAPS, SAN BERNARDINO COUNTY RECORDS.

ASSESSOR PARCEL NUMBER 117-186-011

LOT 6 OF BLOCK 122 OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 8 OF MAPS, SAN BERNARDINO COUNTY RECORDS.

ASSESSOR PARCEL NUMBER 117-186-012

LOT 4 OF BLOCK 122 OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 8 OF MAPS, SAN BERNARDINO COUNTY RECORDS.

TOGETHER WITH THAT PORTION OF THE ALLEY AS VACATED BY RESOLUTION NO. 77-107 OF THE CITY COUNCIL OF THE CITY OF CORONA, DATED SEPTEMBER 7, 1977, ADJOINING SAID PROPERTY ON THE SOUTH, WHICH WOULD PASS BY OPERATION OF LAW WITH A CONVEYANCE OF SAID PROPERTY, A CERTIFIED COPY OF SAID RESOLUTION RECORDED OCTOBER 12, 1977 AS INSTRUMENT NO. 201333 OF OFFICIAL RECORDS, AND RE-RECORDED NOVEMBER 15, 1977 AS INSTRUMENT NO. 228024 OF OFFICIAL RECORDS.

LEGAL DESCRIPTION OF HOUSING AUTHORITY PROPERTY (CONT)

ASSESSOR PARCEL NUMBER 117-181-002

THAT PORTION OF LOTS 10, 11 AND 12 OF BLOCK 129 OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 8 OF MAPS, SAN BERNARDINO COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID BLOCK;
THENCE NORTH 180.00 FEET;
THENCE EAST 80.00 FEET;
THENCE SOUTH 180.00 FEET;
THENCE WEST 80.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THOSE PORTIONS INCLUDED WITHIN SHERIDAN STREET AND SEVENTH STREET.

ASSESSOR PARCEL NUMBER 117-181-003

THAT PORTION OF LOTS 10, 11 AND 12 OF BLOCK 129 OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 8 OF MAPS, SAN BERNARDINO COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF SEVENTH STREET, 50 FEET EASTERLY FROM THE SOUTHWEST CORNER OF LOT 12 OF SAID BLOCK 129;
THENCE EASTERLY, ON SAID NORTHERLY LINE OF SEVENTH STREET, 50 FEET;
THENCE NORTHERLY, PARALLEL WITH THE EASTERLY LINE OF SHERIDAN STREET, 150 FEET TO THE SOUTHERLY LINE OF THE ALLEY;
THENCE WESTERLY, ON THE SOUTHERLY LINE OF SAID ALLEY, 50 FEET;
THENCE SOUTHERLY, PARALLEL WITH THE EASTERLY LINE OF SHERIDAN STREET, 150 FEET TO THE POINT OF BEGINNING.

ASSESSOR PARCEL NUMBER 117-181-015

THE WESTERLY 50 FEET OF LOTS 4, 5 AND 6 OF BLOCK 129 OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 8 OF MAPS, SAN BERNARDINO COUNTY RECORDS.

TOGETHER WITH THAT PORTION OF THE ALLEY AS VACATED BY RESOLUTION NO. 2003-157 OF THE CITY COUNCIL OF THE CITY OF CORONA, DATED NOVEMBER 5, 2003, ADJOINING SAID PROPERTY ON THE WEST, WHICH WOULD PASS BY OPERATION OF LAW WITH A CONVEYANCE OF SAID PROPERTY, A CERTIFIED COPY OF SAID RESOLUTION RECORDED DECEMBER 3, 2003 AS INSTRUMENT NO. 2003-947114 OF OFFICIAL RECORDS, AND RE-RECORDED FEBRUARY 20, 2004 AS INSTRUMENT NO. 2004-0119109 OF OFFICIAL RECORDS.

ASSESSOR PARCEL NUMBER 117-181-016

LOTS 7, 8 AND 9 OF BLOCK 129 OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 8 OF MAPS, SAN BERNARDINO COUNTY RECORDS.

TOGETHER WITH THAT PORTION OF THE ALLEY AS VACATED BY RESOLUTION NO. 2003-157 OF THE CITY COUNCIL OF THE CITY OF CORONA, DATED NOVEMBER 5, 2003, ADJOINING SAID PROPERTY ON THE EAST, WHICH WOULD PASS BY OPERATION OF LAW WITH A CONVEYANCE OF SAID PROPERTY, A CERTIFIED COPY OF SAID RESOLUTION RECORDED DECEMBER 3, 2003 AS INSTRUMENT NO. 2003-947114 OF OFFICIAL RECORDS, AND RE-RECORDED FEBRUARY 20, 2004 AS INSTRUMENT NO. 2004-0119109 OF OFFICIAL RECORDS.

DEPICTION OF HOUSING AUTHORITY PROPERTY



EXHIBIT "C"
TO
DISPOSITION AND DEVELOPMENT AGREEMENT

FORM OF CITY GRANT DEED

[SEE ATTACHED FOUR (4) PAGES]

RECORDED AT REQUEST OF
AND WHEN RECORDED RETURN TO:

City of Corona
400 S. Vicentia Ave
Corona, California 92882
Attn: City Clerk

APN: 117-181-011, 117-181-012

(SPACE ABOVE FOR RECORDER'S USE)

FEE EXEMPT – GOVERNMENT CODE §27383

DOCUMENTARY TRANSFER TAX EXEMPT - R&T CODE § 11922

**GRANT DEED
(CITY PROPERTY –
BELLE AVENUE / SHERIDAN STREET / 7th STREET PARCELS)**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

**CITY OF CORONA, a California municipal corporation
("Grantor")**

does hereby GRANT and CONVEY to

**THE BOURESTON COMPANIES, A CALIFORNIA CORPORATION
("Grantee"),**

all that certain real property situated in the City of Corona, County of Riverside, State of California, as more fully described in Exhibit "1" attached hereto and incorporated herein by reference ("Subject Property"), subject to the Covenant and Deed Restriction (Belle Avenue/Sheridan Street/7th Street Parcels) recorded substantially concurrent with this Grant Deed.

IN WITNESS WHEREOF, Grantor has caused its name to be affixed hereto and this instrument to be executed by its duly authorized officer.

GRANTOR:

CITY OF CORONA, a California municipal corporation

By: _____
Darrell Talbert
City Manager

Dated: _____, 2018

Attest:

Sylvia Edwards
City Clerk

EXHIBIT "1"
TO GRANT DEED
(CITY PROPERTY –
BELLE AVENUE / SHERIDAN STREET / 7th STREET PARCELS)

LEGAL DESCRIPTION AND DEPICTION OF CITY PROPERTY

Real property in the County of Riverside, State of California, as described in the attachment:

[SEE ATTACHED TWO (2) PAGES]

LEGAL DESCRIPTION OF CITY PROPERTY

ASSESSOR PARCEL NUMBER 117-181-011

THE EASTERLY RECTANGULAR 50 FEET OF LOTS 10, 11 AND 12 IN BLOCK 129 OF SOUTH RIVERSIDE TOWNSITE AS SHOWN BY MAP ON FILE IN BOOK 9 PAGE 8 OF MAPS RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY; TOGETHER WITH THAT PORTION OF THE NORTH/SOUTH ALLEY VACATED BY RESOLUTION #91-29 RECORDED MARCH 12, 1991 AS INSTRUMENT NO. 81119, OFFICIAL RECORDS, WHICH PORTION WOULD PASS BY OPERATION OF LAW.

ASSESSOR PARCEL NUMBER 117-181-012

THE WESTERLY RECTANGULAR .51 ACRES M/L IN LOTS 1, 2 & 3 BLK 129 MB 009/006 SB SOUTH RIVERSIDE LAND & WATER COMPANY

EXHIBIT "D"
TO
DISPOSITION AND DEVELOPMENT AGREEMENT

FORM OF HOUSING AUTHORITY GRANT DEED

[SEE ATTACHED FIVE (5) PAGES]

RECORDED AT REQUEST OF
AND WHEN RECORDED RETURN TO:

City of Corona Housing Authority
400 S. Vicentia Ave
Corona, California 92882
Attn: City Clerk

APN: 117-181-002, 117-181-003, 117-181-015,
117-181-016, 117-186-002, 117-186-003,
117-186-004, 117-186-010, 117-186-011,
117-186-012, 117-186-001

(SPACE ABOVE FOR RECORDER'S USE)

FEE EXEMPT – GOVERNMENT CODE §27383
DOCUMENTARY TRANSFER TAX EXEMPT - R&T CODE § 11922

**GRANT DEED
(HOUSING AUTHORITY PROPERTY –
BELLE AVENUE / SHERIDAN STREET / 7th STREET PARCELS)**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

**CORONA HOUSING AUTHORITY a public body, corporate and politic
("Grantor")**

does hereby GRANT and CONVEY to

**THE BOURESTON COMPANIES, A CALIFORNIA CORPORATION
("Grantee"),**

all that certain real property situated in the City of Corona, County of Riverside, State of California, as more fully described in Exhibit "1" attached hereto and incorporated herein by reference ("Subject Property"), subject to the Covenant and Deed Restriction (Belle Avenue/Sheridan Street/7th Street Parcels) recorded substantially concurrent with this Grant Deed.

IN WITNESS WHEREOF, Grantor has caused its name to be affixed hereto and this instrument to be executed by its duly authorized officer.

GRANTOR:

CORONA HOUSING AUTHORITY, a public body, corporate and politic

By: _____
Darrell Talbert
Executive Director

Dated: _____, 2018

Attest:

Sylvia Edwards
Secretary

CAJR\01200.22003\10190703.7

EXHIBIT "1"
TO GRANT DEED
(HOUSING AUTHORITY PROPERTY –
BELLE AVENUE / SHERIDAN STREET / 7th STREET PARCELS)

LEGAL DESCRIPTION AND DEPICTION OF HOUSING AUTHORITY PROPERTY

Real property in the County of Riverside, State of California, as described in the attachment:

[SEE ATTACHED THREE (3) PAGES]

LEGAL DESCRIPTION OF HOUSING AUTHORITY PROPERTY

ASSESSOR PARCEL NUMBER 117-186-001

LOT 7 OF BLOCK 122 OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 8 OF MAPS, SAN BERNARDINO COUNTY RECORDS.

EXCEPTING THEREFROM THE EASTERLY RECTANGULAR 46 FEET THEREOF.

ASSESSOR PARCEL NUMBER 117-186-002

THE EASTERLY 46 FEET OF LOT 7 OF BLOCK 122 OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 8 OF MAPS, SAN BERNARDINO COUNTY RECORDS.

ASSESSOR PARCEL NUMBER 117-186-003

LOT 8 OF BLOCK 122 OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 8 OF MAPS, SAN BERNARDINO COUNTY RECORDS.

ASSESSOR PARCEL NUMBER 117-186-004

LOT 9 OF BLOCK 122 OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 8 OF MAPS, SAN BERNARDINO COUNTY RECORDS.

ASSESSOR PARCEL NUMBER 117-186-010

LOT 5 OF BLOCK 122 OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 8 OF MAPS, SAN BERNARDINO COUNTY RECORDS.

ASSESSOR PARCEL NUMBER 117-186-011

LOT 6 OF BLOCK 122 OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 8 OF MAPS, SAN BERNARDINO COUNTY RECORDS.

ASSESSOR PARCEL NUMBER 117-186-012

LOT 4 OF BLOCK 122 OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 8 OF MAPS, SAN BERNARDINO COUNTY RECORDS.

TOGETHER WITH THAT PORTION OF THE ALLEY AS VACATED BY RESOLUTION NO. 77-107 OF THE CITY COUNCIL OF THE CITY OF CORONA, DATED SEPTEMBER 7, 1977, ADJOINING SAID PROPERTY ON THE SOUTH, WHICH WOULD PASS BY OPERATION OF LAW WITH A CONVEYANCE OF SAID PROPERTY, A CERTIFIED COPY OF SAID RESOLUTION RECORDED OCTOBER 12, 1977 AS INSTRUMENT NO. 201333 OF OFFICIAL RECORDS, AND RE-RECORDED NOVEMBER 15, 1977 AS INSTRUMENT NO. 228024 OF OFFICIAL RECORDS.

LEGAL DESCRIPTION OF HOUSING AUTHORITY PROPERTY (CONT)

ASSESSOR PARCEL NUMBER 117-181-002

THAT PORTION OF LOTS 10, 11 AND 12 OF BLOCK 129 OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 8 OF MAPS, SAN BERNARDINO COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID BLOCK;
THENCE NORTH 180.00 FEET;
THENCE EAST 80.00 FEET;
THENCE SOUTH 180.00 FEET;
THENCE WEST 80.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THOSE PORTIONS INCLUDED WITHIN SHERIDAN STREET AND SEVENTH STREET.

ASSESSOR PARCEL NUMBER 117-181-003

THAT PORTION OF LOTS 10, 11 AND 12 OF BLOCK 129 OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 8 OF MAPS, SAN BERNARDINO COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF SEVENTH STREET, 50 FEET EASTERLY FROM THE SOUTHWEST CORNER OF LOT 12 OF SAID BLOCK 129;
THENCE EASTERLY, ON SAID NORTHERLY LINE OF SEVENTH STREET, 50 FEET;
THENCE NORTHERLY, PARALLEL WITH THE EASTERLY LINE OF SHERIDAN STREET, 150 FEET TO THE SOUTHERLY LINE OF THE ALLEY;
THENCE WESTERLY, ON THE SOUTHERLY LINE OF SAID ALLEY, 50 FEET;
THENCE SOUTHERLY, PARALLEL WITH THE EASTERLY LINE OF SHERIDAN STREET, 150 FEET TO THE POINT OF BEGINNING.

ASSESSOR PARCEL NUMBER 117-181-015

THE WESTERLY 50 FEET OF LOTS 4, 5 AND 6 OF BLOCK 129 OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 8 OF MAPS, SAN BERNARDINO COUNTY RECORDS.

TOGETHER WITH THAT PORTION OF THE ALLEY AS VACATED BY RESOLUTION NO. 2003-157 OF THE CITY COUNCIL OF THE CITY OF CORONA, DATED NOVEMBER 5, 2003, ADJOINING SAID PROPERTY ON THE WEST, WHICH WOULD PASS BY OPERATION OF LAW WITH A CONVEYANCE OF SAID PROPERTY, A CERTIFIED COPY OF SAID RESOLUTION RECORDED DECEMBER 3, 2003 AS INSTRUMENT NO. 2003-947114 OF OFFICIAL RECORDS, AND RE-RECORDED FEBRUARY 20, 2004 AS INSTRUMENT NO. 2004-0119109 OF OFFICIAL RECORDS.

ASSESSOR PARCEL NUMBER 117-181-016

LOTS 7, 8 AND 9 OF BLOCK 129 OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 8 OF MAPS, SAN BERNARDINO COUNTY RECORDS.

TOGETHER WITH THAT PORTION OF THE ALLEY AS VACATED BY RESOLUTION NO. 2003-157 OF THE CITY COUNCIL OF THE CITY OF CORONA, DATED NOVEMBER 5, 2003, ADJOINING SAID PROPERTY ON THE EAST, WHICH WOULD PASS BY OPERATION OF LAW WITH A CONVEYANCE OF SAID PROPERTY, A CERTIFIED COPY OF SAID RESOLUTION RECORDED DECEMBER 3, 2003 AS INSTRUMENT NO. 2003-947114 OF OFFICIAL RECORDS, AND RE-RECORDED FEBRUARY 20, 2004 AS INSTRUMENT NO. 2004-0119109 OF OFFICIAL RECORDS.

EXHIBIT "D"
TO
DISPOSITION AND DEVELOPMENT AGREEMENT
COVENANT AND DEED RESTRICTION

[SEE ATTACHED FOURTEEN (14) PAGES]

RECORDED AT REQUEST OF
AND WHEN RECORDED RETURN TO:

City of Corona Housing Authority
400 S. Vicentia Ave
Corona, California 92882
Attn: City Clerk

APN: 117-181-002, 117-181-003, 117-181-011,
117-181-012, 117-181-015, 117-181-016,
117-186-002, 117-186-003, 117-186-004,
117-186-010, 117-186-011, 117-186-012,
117-186-001

(SPACE ABOVE FOR RECORDER'S USE)

FEE EXEMPT – GOVERNMENT CODE §27383
DOCUMENTARY TRANSFER TAX EXEMPT - R&T CODE § 11922

**COVENANT AND DEED RESTRICTION
(BELLE AVENUE / SHERIDAN STREET / 7th STREET PARCELS)**

THIS COVENANT AND DEED RESTRICTION ("Covenant") is made and entered into this 7th day of November, 2018, by and between the **CITY OF CORONA**, a California municipal corporation (the City"), the **CITY OF CORONA HOUSING AUTHORITY**, a public body, corporate and politic ("Housing Authority") and **THE BOURESTON COMPANIES**, a California corporation ("Developer"), as an express condition of the following: (1) that Disposition and Development Agreement, of even date herewith, between the City, Housing Authority and Developer ("DDA"); (2) that grant deed recorded concurrently herewith ("Housing Authority Grant Deed") by which the Housing Authority granted to Developer all that certain real property situated in the City of Corona, County of Riverside, State of California, as more fully described in **Exhibit "1"** attached hereto and incorporated herein by reference ("Housing Authority Property"); and (3) that grant deed recorded concurrently herewith ("City Grant Deed") by which the City granted to Developer all that certain real property situated in the City of Corona, County of Riverside, State of California, as more fully described in **Exhibit "2"** attached hereto and incorporated herein by reference ("City Property"). The Housing Authority Property and the City Property shall be collectively referred to as the "Property".

Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the DDA.

The Housing Authority Grant Deed and the City Grant Deed are expressly made contingent upon the following conditions, which conditions have been imposed for the benefit of the public and have been agreed to by Developer freely and voluntarily and for valuable consideration:

1. Developer to Complete Phase 1; Reversion to City and Corona Housing Authority. The Developer shall diligently pursue and complete construction of Phase 1 on or before the Phase 1 Completion Date ("Phase

1 Completion Covenant”). For purposes of this provision, the phrase “complete construction” shall mean the date on which the City issues a Notice of Inspection Completion for Phase 1. In the event that the Developer does not satisfy the Phase 1 Completion Covenant to the City and/or Housing Authority’s reasonable satisfaction, fee title ownership to the City Property shall be subject to reversion back to the City and fee title ownership to the Housing Authority Property shall be subject to reversion back to the Housing Authority, subject to the satisfaction of the requirements provided for in Section 3.9.2 below.

2. Phase 1 Reversion Procedure. If Developer breaches or fails to complete the Phase 1 Completion Covenant by the Phase 1 Completion Date, as reasonably determined by the City and/or the Housing Authority, the following may occur:
 - A. Housing Authority Property. The Housing Authority may elect to cause the Housing Authority Property to revert back to the Housing Authority upon: (i) the Housing Authority delivering written notice to Developer of its intent to implement the reversion procedure within thirty (30) days following the failure of Developer to satisfy the Phase 1 Completion Covenant; and (ii) payment of the Housing Authority Property Purchase Price by the Housing Authority to Developer, without interest or increase in any amount.
 - B. City Property. The City may elect to cause the City Property to revert back to the City upon: (a) the City delivering written notice to Developer of its intent to implement the reversion procedure within thirty (30) days following the failure of Developer to satisfy the Phase 1 Completion Covenant; and (b) payment of the City Property Purchase Price by the City to Developer, without interest or increase in any amount.
3. Developer to Complete Phase 2; Reversion to City and Corona Housing Authority. In addition to completing construction of Phase 1 on or before the Phase 1 Completion Date, the Developer shall diligently pursue and complete construction of Phase 2 on or before the Phase 2 Completion Date (“Phase 2 Completion Covenant” and, collectively with the Phase 1 Completion Covenant, the “Completion Covenants”). For purposes of this provision, the phrase “complete construction” shall mean the date on which the City issues a Notice of Inspection Completion for Phase 2. In the event that the Developer does not satisfy the Phase 2 Completion Covenant to the City and/or Housing Authority’s reasonable satisfaction, fee title ownership to the City Property shall be subject to reversion back to the City and fee title ownership to the Housing Authority Property shall be subject to reversion back to the Housing Authority, subject to the satisfaction of the requirements provided for in Section 3.9.4 below.

4. Phase 2 Reversion Procedure. If Developer breaches or fails to complete the Phase 2 Completion Covenant by the Phase 2 Completion Date, as reasonably determined by the City and/or the Housing Authority, the following may occur:
 - A. Housing Authority Property. The Housing Authority may elect to cause the Housing Authority Property to revert back to the Housing Authority upon: (i) the Housing Authority delivering written notice to Developer of its intent to implement the reversion procedure within thirty (30) days following the failure of Developer to satisfy the Phase 2 Completion Covenant; and (ii) payment of the Housing Authority Property Purchase Price by the Housing Authority to Developer, without interest or increase in any amount.
 - B. City Property. The City may elect to cause the City Property to revert back to the City upon: (i) the City delivering written notice to Developer of its intent to implement the reversion procedure within thirty (30) days following the failure of Developer to satisfy the Phase 2 Completion Covenant; and (ii) payment of the City Property Purchase Price by the City to Developer, without interest or increase in any amount.
5. Execution of Transfer Documents. If Developer fails to fully and timely satisfy the Phase 1 Completion Covenant and/or the Phase 2 Completion Covenant, then within sixty (60) calendar days of notice given from City and/or the Housing Authority to Developer and payment of the Housing Authority Property Purchase Price by Housing Authority to Developer, and payment of the City Property Purchase Price by City to Developer, Developer shall: (a) execute a grant deed and any other documentation in recordable form reasonably approved by the City and the Housing Authority as may be necessary to effectuate the reversion of the Housing Authority Property to the Housing Authority and the reversion of the City Property to the City; and (b) cooperate in good faith in all other ways to effectuate such reversion.
6. Enforcement of Reverter. Developer acknowledges that a violation of the Phase 1 Completion Covenant and/or the Phase 2 Completion Covenant shall give the City and/or the Housing Authority the right to enforce these Completion Covenants by order of a court of competent jurisdiction, or to pursue any or all other remedies available in law or equity.
7. Obligations to Run with the Land. This Covenant shall constitute an agreement between the Housing Authority, the City and the Developer related to each provision, term and condition contained herein, and shall be recorded as a covenant running with the land which shall be prior to all

encumbrances, except all prior recorded liens, and shall be binding upon the heirs, devisees, assigns, transferees, and successors in interest of the Developer.

8. Severability. If any sentence, clause, phrase or portion of this Covenant is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Covenant.
9. Termination of Completion Covenants. If Developer fully and timely satisfies the Phase 1 Completion Covenant and the Phase 2 Completion Covenant, to the reasonable satisfaction of City and Housing Authority, then upon the written request of Developer, the Housing Authority's Executive Director shall execute, on behalf of the Housing Authority, and the City's City Manager shall execute, on behalf of the City, a "satisfaction and release of covenant" which is approved as to form by the Housing Authority's General Counsel and the City's City Attorney, or such other document as may be approved by Housing Authority's General Counsel and the City's City Attorney, to (i) remove from title this Covenant and the Notice of Agreement (as required by the DDA); and (ii) acknowledge and agree that this Covenant shall have no further force or effect and shall no longer constitute a covenant running with the land.
10. Binding on Successors and Assigns. This Covenant shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.
11. Subordination. This Covenant shall be subordinate and junior only to the lien of a first deed of trust against the Property and shall not impair the rights of any institutional lender that is the maker of a loan secured by such first deed of trust, or such lender's assignee or successor-in-interest, to exercise its remedies under the deed of trust in the event of default by Developer.

THIS COVENANT AND DEED RESTRICTION is dated as of November 7, 2018, and has been executed on behalf of the Developer, the City and the Housing Authority by and through the signatures of their authorized representative(s) set forth below.

THIS COVENANT AND DEED RESTRICTION may be executed in counterparts and when fully executed each counterpart shall be deemed to be one original instrument.

[SIGNATURES ON FOLLOWING THREE (3) PAGES]

CITY'S SIGNATURE PAGE FOR
COVENANT AND DEED RESTRICTION
(BELLE AVENUE / SHERIDAN STREET / 7th STREET PARCELS)

CITY OF CORONA,
a California municipal corporation

By:

Darrell Talbert
City Manager

Date

Attest:

Sylvia Edwards
City Clerk

Approved as to Form:

Dean Derleth
City Attorney

[ALL SIGNATURES MUST BE NOTARY ACKNOWLEDGED]

HOUSING AUTHORITY'S SIGNATURE PAGE FOR
COVENANT AND DEED RESTRICTION
(BELLE AVENUE / SHERIDAN STREET / 7th STREET PARCELS)

CORONA HOUSING AUTHORITY
a public body, corporate and politic

By: _____
Darrell Talbert
Executive Director

_____ Date

Attest:

Sylvia Edwards
Secretary

Approved as to Form:

Dean Derleth
General Counsel

[ALL SIGNATURES MUST BE NOTARY ACKNOWLEDGED]

DEVELOPER'S SIGNATURE PAGE FOR
COVENANT AND DEED RESTRICTION
(BELLE AVENUE / SHERIDAN STREET / 7th STREET PARCELS)

THE BOURESTON COMPANIES,
a California corporation

By:  10-11-18
Richard E. Boureston
President Date

By: 
Richard T. Boureston
Vice President

[ALL SIGNATURES MUST BE NOTARY ACKNOWLEDGED]

EXHIBIT "1"
TO COVENANT AND DEED RESTRICTION
(BELLE AVENUE / SHERIDAN STREET / 7th STREET PARCELS)

LEGAL DESCRIPTION AND DEPICTION OF HOUSING AUTHORITY PROPERTY

Real property in the County of Riverside, State of California, as described in the attachment:

[SEE ATTACHED THREE (3) PAGES]

LEGAL DESCRIPTION OF HOUSING AUTHORITY PROPERTY

ASSESSOR PARCEL NUMBER 117-186-001

LOT 7 OF BLOCK 122 OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 8 OF MAPS, SAN BERNARDINO COUNTY RECORDS.

EXCEPTING THEREFROM THE EASTERLY RECTANGULAR 46 FEET THEREOF.

ASSESSOR PARCEL NUMBER 117-186-002

THE EASTERLY 46 FEET OF LOT 7 OF BLOCK 122 OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 8 OF MAPS, SAN BERNARDINO COUNTY RECORDS.

ASSESSOR PARCEL NUMBER 117-186-003

LOT 8 OF BLOCK 122 OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 8 OF MAPS, SAN BERNARDINO COUNTY RECORDS.

ASSESSOR PARCEL NUMBER 117-186-004

LOT 9 OF BLOCK 122 OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 8 OF MAPS, SAN BERNARDINO COUNTY RECORDS.

ASSESSOR PARCEL NUMBER 117-186-010

LOT 5 OF BLOCK 122 OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 8 OF MAPS, SAN BERNARDINO COUNTY RECORDS.

ASSESSOR PARCEL NUMBER 117-186-011

LOT 6 OF BLOCK 122 OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 8 OF MAPS, SAN BERNARDINO COUNTY RECORDS.

ASSESSOR PARCEL NUMBER 117-186-012

LOT 4 OF BLOCK 122 OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 8 OF MAPS, SAN BERNARDINO COUNTY RECORDS.

TOGETHER WITH THAT PORTION OF THE ALLEY AS VACATED BY RESOLUTION NO. 77-107 OF THE CITY COUNCIL OF THE CITY OF CORONA, DATED SEPTEMBER 7, 1977, ADJOINING SAID PROPERTY ON THE SOUTH, WHICH WOULD PASS BY OPERATION OF LAW WITH A CONVEYANCE OF SAID PROPERTY, A CERTIFIED COPY OF SAID RESOLUTION RECORDED OCTOBER 12, 1977 AS INSTRUMENT NO. 201333 OF OFFICIAL RECORDS, AND RE-RECORDED NOVEMBER 15, 1977 AS INSTRUMENT NO. 228024 OF OFFICIAL RECORDS.

LEGAL DESCRIPTION OF HOUSING AUTHORITY PROPERTY (CONT)

ASSESSOR PARCEL NUMBER 117-181-002

THAT PORTION OF LOTS 10, 11 AND 12 OF BLOCK 129 OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 8 OF MAPS, SAN BERNARDINO COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID BLOCK;
THENCE NORTH 180.00 FEET;
THENCE EAST 80.00 FEET;
THENCE SOUTH 180.00 FEET;
THENCE WEST 80.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THOSE PORTIONS INCLUDED WITHIN SHERIDAN STREET AND SEVENTH STREET.

ASSESSOR PARCEL NUMBER 117-181-003

THAT PORTION OF LOTS 10, 11 AND 12 OF BLOCK 129 OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 8 OF MAPS, SAN BERNARDINO COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF SEVENTH STREET, 50 FEET EASTERLY FROM THE SOUTHWEST CORNER OF LOT 12 OF SAID BLOCK 129;
THENCE EASTERLY, ON SAID NORTHERLY LINE OF SEVENTH STREET, 50 FEET;
THENCE NORTHERLY, PARALLEL WITH THE EASTERLY LINE OF SHERIDAN STREET, 150 FEET TO THE SOUTHERLY LINE OF THE ALLEY;
THENCE WESTERLY, ON THE SOUTHERLY LINE OF SAID ALLEY, 50 FEET;
THENCE SOUTHERLY, PARALLEL WITH THE EASTERLY LINE OF SHERIDAN STREET, 150 FEET TO THE POINT OF BEGINNING.

ASSESSOR PARCEL NUMBER 117-181-015

THE WESTERLY 50 FEET OF LOTS 4, 5 AND 6 OF BLOCK 129 OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 8 OF MAPS, SAN BERNARDINO COUNTY RECORDS.

TOGETHER WITH THAT PORTION OF THE ALLEY AS VACATED BY RESOLUTION NO. 2003-157 OF THE CITY COUNCIL OF THE CITY OF CORONA, DATED NOVEMBER 5, 2003, ADJOINING SAID PROPERTY ON THE WEST, WHICH WOULD PASS BY OPERATION OF LAW WITH A CONVEYANCE OF SAID PROPERTY, A CERTIFIED COPY OF SAID RESOLUTION RECORDED DECEMBER 3, 2003 AS INSTRUMENT NO. 2003-947114 OF OFFICIAL RECORDS, AND RE-RECORDED FEBRUARY 20, 2004 AS INSTRUMENT NO. 2004-0119109 OF OFFICIAL RECORDS.

ASSESSOR PARCEL NUMBER 117-181-016

LOTS 7, 8 AND 9 OF BLOCK 129 OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 8 OF MAPS, SAN BERNARDINO COUNTY RECORDS.

TOGETHER WITH THAT PORTION OF THE ALLEY AS VACATED BY RESOLUTION NO. 2003-157 OF THE CITY COUNCIL OF THE CITY OF CORONA, DATED NOVEMBER 5, 2003, ADJOINING SAID PROPERTY ON THE EAST, WHICH WOULD PASS BY OPERATION OF LAW WITH A CONVEYANCE OF SAID PROPERTY, A CERTIFIED COPY OF SAID RESOLUTION RECORDED DECEMBER 3, 2003 AS INSTRUMENT NO. 2003-947114 OF OFFICIAL RECORDS, AND RE-RECORDED FEBRUARY 20, 2004 AS INSTRUMENT NO. 2004-0119109 OF OFFICIAL RECORDS.

[illegible]

EXHIBIT "2"
TO COVENANT AND DEED RESTRICTION
(BELLE AVENUE / SHERIDAN STREET / 7th STREET PARCELS)

LEGAL DESCRIPTION AND DEPICTION OF CITY PROPERTY

Real property in the County of Riverside, State of California, as described in the attachment:

[SEE ATTACHED TWO (2) PAGES]

LEGAL DESCRIPTION OF CITY PROPERTY

ASSESSOR PARCEL NUMBER 117-181-011

THE EASTERLY RECTANGULAR 50 FEET OF LOTS 10, 11 AND 12 IN BLOCK 129 OF SOUTH RIVERSIDE TOWNSITE AS SHOWN BY MAP ON FILE IN BOOK 9 PAGE 8 OF MAPS RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY; TOGETHER WITH THAT PORTION OF THE NORTH/SOUTH ALLEY VACATED BY RESOLUTION #91-29 RECORDED MARCH 12, 1991 AS INSTRUMENT NO. 81119, OFFICIAL RECORDS, WHICH PORTION WOULD PASS BY OPERATION OF LAW.

ASSESSOR PARCEL NUMBER 117-181-012

THE WESTERLY RECTANGULAR .51 ACRES M/L IN LOTS 1, 2 & 3 BLK 129 MB 009/006 SB SOUTH RIVERSIDE LAND & WATER COMPANY

[illegible]

EXHIBIT "E"
TO
DISPOSITION AND DEVELOPMENT AGREEMENT
FORM OF NOTICE OF AGREEMENT

[SEE ATTACHED FIFTEEN (15) PAGES]

RECORDED AT REQUEST OF
AND WHEN RECORDED RETURN TO:

City of Corona
400 S. Vicentia Ave
Corona, California 92882
Attn: City Clerk

APN: 117-181-002, 117-181-003, 117-181-011,
117-181-012, 117-181-015, 117-181-016,
117-186-002, 117-186-003, 117-186-004,
117-186-010, 117-186-011, 117-186-012,
117-186-001

(SPACE ABOVE FOR RECORDER'S USE)

FEE EXEMPT – GOVERNMENT CODE §27383
DOCUMENTARY TRANSFER TAX EXEMPT - R&T CODE § 11922

NOTICE OF AGREEMENT

CITY OF CORONA AND CORONA HOUSING AUTHORITY DISPOSITION AND DEVELOPMENT AGREEMENT WITH THE BOURESTON COMPANIES (BELLE AVENUE / SHERIDAN STREET / 7th STREET PARCELS)

TO ALL INTERESTED PERSONS PLEASE TAKE NOTICE that as of November 7, 2018 The Boureston Companies, a California corporation (the “Developer”), the City of Corona, a California municipal corporation (the “City”), and the City of Corona Housing Authority, a public body, corporate and politic (the “Housing Authority”), entered into an agreement entitled “Disposition and Development Agreement (Belle Avenue/Sheridan Street/7th Street Parcels)” (the “Agreement”). A copy of the Agreement is on file with the City Clerk and is available for inspection and copying by interested persons as a public record of the City at the City’s offices located at 400 S. Vicentia Avenue, Corona, CA 92882, during the regular business hours of the City.

The Agreement affects the real property described in Exhibits “1” and “2” attached to this Notice of Agreement and incorporated herein by reference (the “Property”). The meaning of defined terms, indicated by initial capitalization, used in this Notice of Agreement shall be the same as the meaning ascribed to such terms in the Agreement.

PLEASE TAKE FURTHER NOTICE that the Agreement contains certain covenants running with the land of the Property and other agreements between the Developer, the City and the Housing Authority affecting the Property, including, without limitation, (all section references are to the Agreement):

CAVR\01200.22003\10190703.7

3.9.1 Developer to Complete Phase 1; Reversion to City and Corona Housing Authority. The Developer shall diligently pursue and complete construction of Phase 1 on or before the Phase 1 Completion Date (Phase 1 Completion Covenant"). For purposes of this provision, the phrase "complete construction" shall mean the date on which the City issues a Notice of Inspection Completion for Phase 2. In the event that the Developer does not satisfy the Phase 1 Completion Covenant to the City and/or Housing Authority's reasonable satisfaction, fee title ownership to the City Property shall be subject to reversion back to the City and fee title ownership to the Housing Authority Property shall be subject to reversion back to the Housing Authority, subject to the satisfaction of the requirements provided for in Section 3.9.2 below.

3.9.2 Phase 1 Reversion Procedure. If Developer breaches or fails to complete the Phase 1 Completion Covenant by the Phase 1 Completion Date, as reasonably determined by the City and/or the Housing Authority, the following may occur:

3.9.2.1 Housing Authority Property. The Housing Authority may elect to cause the Housing Authority Property to revert back to the Housing Authority upon: (i) the Housing Authority delivering written notice to Developer of its intent to implement the reversion procedure within thirty (30) days following the failure of Developer to satisfy the Phase 1 Completion Covenant; and (ii) payment of the Housing Authority Property Purchase Price by the Housing Authority to Developer, without interest or increase in any amount.

3.9.2.2 City Property. The City may elect to cause the City Property to revert back to the City upon: (a) the City delivering written notice to Developer of its intent to implement the reversion procedure within thirty (30) days following the failure of Developer to satisfy the Phase 1 Completion Covenant; and (b) payment of the City Property Purchase Price by the City to Developer, without interest or increase in any amount.

3.9.3 Developer to Complete Phase 2; Reversion to City and Corona Housing Authority. In addition to completing construction of Phase 1 on or before the Phase 1 Completion Date, the Developer shall diligently pursue and complete construction of Phase 2 on or before the Phase 2 Completion Date ("Phase 2 Completion Covenant" and, collectively with the Phase 1 Completion Covenant, the "Completion Covenants"). For purposes of this provision, the phrase "complete construction" shall mean the date on which the City issues a Notice of Inspection Completion for Phase 2. In the event that the Developer does not satisfy the Phase 2 Completion

CAVR\01200.22003\10190703.7

Covenant to the City and/or Housing Authority's reasonable satisfaction, fee title ownership to the City Property shall be subject to reversion back to the City and fee title ownership to the Housing Authority Property shall be subject to reversion back to the Housing Authority, subject to the satisfaction of the requirements provided for in Section 3.9.4 below.

- 3.9.4 Phase 2 Reversion Procedure. If Developer breaches or fails to complete the Phase 2 Completion Covenant by the Phase 2 Completion Date, as reasonably determined by the City and/or the Housing Authority, the following may occur:

3.9.4.1 Housing Authority Property. The Housing Authority may elect to cause the Housing Authority Property to revert back to the Housing Authority upon: (i) the Housing Authority delivering written notice to Developer of its intent to implement the reversion procedure within thirty (30) days following the failure of Developer to satisfy the Phase 2 Completion Covenant; and (ii) payment of the Housing Authority Property Purchase Price by the Housing Authority to Developer, without interest or increase in any amount.

3.9.4.2 City Property. The City may elect to cause the City Property to revert back to the City upon: (i) the City delivering written notice to Developer of its intent to implement the reversion procedure within thirty (30) days following the failure of Developer to satisfy the Phase 2 Completion Covenant; and (ii) payment of the City Property Purchase Price by the City to Developer, without interest or increase in any amount.

- 3.9.5 Execution of Transfer Documents. If Developer fails to fully and timely satisfy the Phase 1 Completion Covenant and/or the Phase 2 Completion Covenant, then within sixty (60) calendar days of notice given from City and/or the Housing Authority to Developer and payment of the Housing Authority Property Purchase Price by Housing Authority to Developer, and payment of the City Property Purchase Price by City to Developer, Developer shall: (a) execute a grant deed and any other documentation in recordable form reasonably approved by the City and the Housing Authority as may be necessary to effectuate the reversion of the Housing Authority Property to the Housing Authority and the reversion of the City Property to the City; and (b) cooperate in good faith in all other ways to effectuate such reversion.

- 3.9.6 Enforcement of Reverter. Developer acknowledges that a violation of the Phase 1 Completion Covenant and/or the Phase 2 Completion Covenant shall give the City and/or the Housing Authority the right to enforce these

CA\JR\01200.22003\10190703.7

Completion Covenants by order of a court of competent jurisdiction, or to pursue any or all other remedies available in law or equity.

- 3.9.7 Termination of Completion Covenants. If Developer fully and timely satisfies the Phase 1 Completion Covenant and the Phase 2 Completion Covenant, to the reasonable satisfaction of City and Housing Authority, then upon the written request of Developer, the Housing Authority's Executive Director shall execute, on behalf of the Housing Authority, and the City's City Manager shall execute, on behalf of the City, a "satisfaction and release of covenant" which is approved as to form by the Housing Authority's General Counsel and the City's City Attorney, or such other document as may be approved by Housing Authority's General Counsel and the City's City Attorney, to (i) remove from title this Notice of Agreement and the Covenant and Deed Restriction (as required by the DDA); and (ii) acknowledge and agree that this Notice of Agreement shall have no further force or effect and shall no longer constitute a covenant running with the land.
- 3.9.8 Obligations to Run with the Land. The notice of the obligations of this Section 3.9 shall be recorded as a covenant running with the land and shall be binding upon the heirs, devisees, assigns, transferees, and successors in interest of the Developer. The terms and conditions of Sections 3.9.1 through 3.9.4, inclusive, shall terminate and have no further force or effect following satisfaction of the Phase 1 Completion Covenant and the Phase 2 Completion Covenant to the reasonable satisfaction of the City and Housing Authority.
- 3.9.11 Subordination. This Agreement shall be subordinate and junior only to the lien of a first deed of trust against the Property and shall not impair the rights of any institutional lender that is the maker of a loan secured by such first deed of trust, or such lender's assignee or successor-in-interest, to exercise its remedies under the deed of trust in the event of default by Developer.
- 3.22 Binding on Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.
- 3.27 Severability. If any sentence, clause, phrase or portion of this Agreement is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Agreement.

THIS NOTICE OF AGREEMENT is dated as of November 7, 2018, and has been executed on behalf of the Developer, the City and the Housing Authority by and through the signatures of their authorized representative(s) set forth below.

THIS NOTICE OF AGREEMENT may be executed in counterparts and when fully executed each counterpart shall be deemed to be one original instrument.

[SIGNATURES ON FOLLOWING THREE (3) PAGES]

CA\JR\01200.22003\10190703.7

HOUSING AUTHORITY'S SIGNATURE PAGE FOR

NOTICE OF AGREEMENT

**CITY OF CORONA AND CORONA HOUSING AUTHORITY
DISPOSITION AND DEVELOPMENT AGREEMENT
WITH THE BOURESTON COMPANIES
(BELLE AVENUE / SHERIDAN STREET / 7th STREET PARCELS)**

CORONA HOUSING AUTHORITY
a public body, corporate and politic

By:

Darrell Talbert
Executive Director

Date

Attest:

Sylvia Edwards
Secretary

Approved as to Form:

Dean Derleth
General Counsel

[ALL SIGNATURES MUST BE NOTARY ACKNOWLEDGED]

CITY'S SIGNATURE PAGE FOR

NOTICE OF AGREEMENT

**CITY OF CORONA AND CORONA HOUSING AUTHORITY
DISPOSITION AND DEVELOPMENT AGREEMENT
WITH THE BOURESTON COMPANIES
(BELLE AVENUE / SHERIDAN STREET / 7th STREET PARCELS)**

CITY OF CORONA

a California municipal corporation

By:

Darrell Talbert
City Manager

Date

Attest:

Sylvia Edwards
City Clerk

Approved as to Form:

Dean Derleth
City Attorney

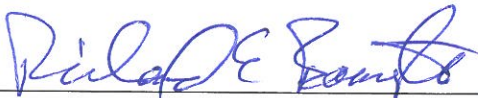
[ALL SIGNATURES MUST BE NOTARY ACKNOWLEDGED]

DEVELOPER'S SIGNATURE PAGE FOR

NOTICE OF AGREEMENT

**CITY OF CORONA AND CORONA HOUSING AUTHORITY
DISPOSITION AND DEVELOPMENT AGREEMENT
WITH THE BOURESTON COMPANIES
(BELLE AVENUE / SHERIDAN STREET / 7th STREET PARCELS)**

THE BOURESTON COMPANIES,
a California corporation

By:  10-11-18
Richard E. Boureston Date
President

By: 
Richard T. Boureston
Vice President

[ALL SIGNATURES MUST BE NOTARY ACKNOWLEDGED]

EXHIBIT "1"
TO
NOTICE OF AGREEMENT

LEGAL DESCRIPTION AND DEPICTION OF HOUSING AUTHORITY PROPERTY

Real property in the County of Riverside, State of California, as described in the attachment:

[SEE ATTACHED THREE (3) PAGES]

LEGAL DESCRIPTION OF HOUSING AUTHORITY PROPERTY

ASSESSOR PARCEL NUMBER 117-186-001

LOT 7 OF BLOCK 122 OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 8 OF MAPS, SAN BERNARDINO COUNTY RECORDS.

EXCEPTING THEREFROM THE EASTERLY RECTANGULAR 46 FEET THEREOF.

ASSESSOR PARCEL NUMBER 117-186-002

THE EASTERLY 46 FEET OF LOT 7 OF BLOCK 122 OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 8 OF MAPS, SAN BERNARDINO COUNTY RECORDS.

ASSESSOR PARCEL NUMBER 117-186-003

LOT 8 OF BLOCK 122 OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 8 OF MAPS, SAN BERNARDINO COUNTY RECORDS.

ASSESSOR PARCEL NUMBER 117-186-004

LOT 9 OF BLOCK 122 OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 8 OF MAPS, SAN BERNARDINO COUNTY RECORDS.

ASSESSOR PARCEL NUMBER 117-186-010

LOT 5 OF BLOCK 122 OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 8 OF MAPS, SAN BERNARDINO COUNTY RECORDS.

ASSESSOR PARCEL NUMBER 117-186-011

LOT 6 OF BLOCK 122 OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 8 OF MAPS, SAN BERNARDINO COUNTY RECORDS.

ASSESSOR PARCEL NUMBER 117-186-012

LOT 4 OF BLOCK 122 OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 8 OF MAPS, SAN BERNARDINO COUNTY RECORDS.

TOGETHER WITH THAT PORTION OF THE ALLEY AS VACATED BY RESOLUTION NO. 77-107 OF THE CITY COUNCIL OF THE CITY OF CORONA, DATED SEPTEMBER 7, 1977, ADJOINING SAID PROPERTY ON THE SOUTH, WHICH WOULD PASS BY OPERATION OF LAW WITH A CONVEYANCE OF SAID PROPERTY, A CERTIFIED COPY OF SAID RESOLUTION RECORDED OCTOBER 12, 1977 AS INSTRUMENT NO. 201333 OF OFFICIAL RECORDS, AND RE-RECORDED NOVEMBER 15, 1977 AS INSTRUMENT NO. 228024 OF OFFICIAL RECORDS.

LEGAL DESCRIPTION OF HOUSING AUTHORITY PROPERTY (CONT)

ASSESSOR PARCEL NUMBER 117-181-002

THAT PORTION OF LOTS 10, 11 AND 12 OF BLOCK 129 OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 8 OF MAPS, SAN BERNARDINO COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID BLOCK;
THENCE NORTH 180.00 FEET;
THENCE EAST 80.00 FEET;
THENCE SOUTH 180.00 FEET;
THENCE WEST 80.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THOSE PORTIONS INCLUDED WITHIN SHERIDAN STREET AND SEVENTH STREET.

ASSESSOR PARCEL NUMBER 117-181-003

THAT PORTION OF LOTS 10, 11 AND 12 OF BLOCK 129 OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 8 OF MAPS, SAN BERNARDINO COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF SEVENTH STREET, 50 FEET EASTERLY FROM THE SOUTHWEST CORNER OF LOT 12 OF SAID BLOCK 129;
THENCE EASTERLY, ON SAID NORTHERLY LINE OF SEVENTH STREET, 50 FEET;
THENCE NORTHERLY, PARALLEL WITH THE EASTERLY LINE OF SHERIDAN STREET, 150 FEET TO THE SOUTHERLY LINE OF THE ALLEY;
THENCE WESTERLY, ON THE SOUTHERLY LINE OF SAID ALLEY, 50 FEET;
THENCE SOUTHERLY, PARALLEL WITH THE EASTERLY LINE OF SHERIDAN STREET, 150 FEET TO THE POINT OF BEGINNING.

ASSESSOR PARCEL NUMBER 117-181-015

THE WESTERLY 50 FEET OF LOTS 4, 5 AND 6 OF BLOCK 129 OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 8 OF MAPS, SAN BERNARDINO COUNTY RECORDS.

TOGETHER WITH THAT PORTION OF THE ALLEY AS VACATED BY RESOLUTION NO. 2003-157 OF THE CITY COUNCIL OF THE CITY OF CORONA, DATED NOVEMBER 5, 2003, ADJOINING SAID PROPERTY ON THE WEST, WHICH WOULD PASS BY OPERATION OF LAW WITH A CONVEYANCE OF SAID PROPERTY, A CERTIFIED COPY OF SAID RESOLUTION RECORDED DECEMBER 3, 2003 AS INSTRUMENT NO. 2003-947114 OF OFFICIAL RECORDS, AND RE-RECORDED FEBRUARY 20, 2004 AS INSTRUMENT NO. 2004-0119109 OF OFFICIAL RECORDS.

ASSESSOR PARCEL NUMBER 117-181-016

LOTS 7, 8 AND 9 OF BLOCK 129 OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 8 OF MAPS, SAN BERNARDINO COUNTY RECORDS.

TOGETHER WITH THAT PORTION OF THE ALLEY AS VACATED BY RESOLUTION NO. 2003-157 OF THE CITY COUNCIL OF THE CITY OF CORONA, DATED NOVEMBER 5, 2003, ADJOINING SAID PROPERTY ON THE EAST, WHICH WOULD PASS BY OPERATION OF LAW WITH A CONVEYANCE OF SAID PROPERTY, A CERTIFIED COPY OF SAID RESOLUTION RECORDED DECEMBER 3, 2003 AS INSTRUMENT NO. 2003-947114 OF OFFICIAL RECORDS, AND RE-RECORDED FEBRUARY 20, 2004 AS INSTRUMENT NO. 2004-0119109 OF OFFICIAL RECORDS.

EXHIBIT "2"
TO
NOTICE OF AGREEMENT

LEGAL DESCRIPTION AND DEPICTION OF CITY PROPERTY

Real property in the County of Riverside, State of California, as described in the attachment:

[SEE ATTACHED TWO (2) PAGES]

LEGAL DESCRIPTION OF CITY PROPERTY

ASSESSOR PARCEL NUMBER 117-181-011

THE EASTERLY RECTANGULAR 50 FEET OF LOTS 10, 11 AND 12 IN BLOCK 129 OF SOUTH RIVERSIDE TOWNSITE AS SHOWN BY MAP ON FILE IN BOOK 9 PAGE 8 OF MAPS RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY; TOGETHER WITH THAT PORTION OF THE NORTH/SOUTH ALLEY VACATED BY RESOLUTION #91-29 RECORDED MARCH 12, 1991 AS INSTRUMENT NO. 81119, OFFICIAL RECORDS, WHICH PORTION WOULD PASS BY OPERATION OF LAW.

ASSESSOR PARCEL NUMBER 117-181-012

THE WESTERLY RECTANGULAR .51 ACRES M/L IN LOTS 1, 2 & 3 BLK 129 MB 009/006 SB SOUTH RIVERSIDE LAND & WATER COMPANY

DEPICTION OF CITY PROPERTY

