

**RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:**

City of Corona
400 South Vicentia Avenue
Corona, California 92882
Attn: City Clerk

(SPACE ABOVE FOR RECORDER'S USE)
FEE EXEMPT – GOVERNMENT CODE §27383

**ASSIGNMENT AND ASSUMPTION OF
DISPOSITION AND DEVELOPMENT AGREEMENT
WITH THE BOURESTON COMPANIES
(BELLE AVENUE / SHERIDAN STREET / 7TH STREET PARCELS)**

1. PARTIES AND DATE.

This Assignment and Assumption of Disposition and Development Agreement with The Boureston Companies (“Assignment Agreement”) is entered into this 5th day of February 2020 (“**Effective Date**”), by and between THE BOURESTON COMPANIES, a California corporation (“**Assignor**”) and CORONA REGIONAL MEDICAL CENTER LLC, a California limited liability company (“**Assignee**”). Assignor and Assignee are sometimes referred to individually as “Party” and collectively as “Parties” throughout this Assignment Agreement.

2. RECITALS.

2.1 Disposition and Development Agreement. On or about November 7, 2018, Assignor, the City of Corona, a California municipal corporation (“**City**”), and the City of Corona Housing Authority, a public body, corporate and politic (“**Authority**”) entered into that certain Disposition and Development Agreement with The Boureston Companies (Belle Avenue / Sheridan Street / 7th Street Parcels) (“**DDA**”). Public notice of the DDA was provided by recordation of that certain Notice of Agreement on December 30, 2019 as Document No. 2019-0541443.

2.2 City Property. The DDA relates, in part, to the disposition and development of approximately 0.70 acres of real property owned by the City and generally located at the southwest corner of West Seventh Street and South Belle Avenue, in the City of Corona, as described and depicted in **Exhibit “A”** attached to this Assignment Agreement and incorporated herein by reference (“**City Property**”).

2.3 Housing Authority Property. The DDA also relates, in part, to the disposition and development of approximately 2.11 acres of real property owned by the

Housing Authority and 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, as described and depicted in **Exhibit “B”** attached to this Assignment Agreement and incorporated herein by reference (“**Housing Authority Property**”).

2.4 Grant Deeds. Pursuant to the terms of the DDA, the City conveyed the City Property to Assignor pursuant to that certain Grant Deed (City Property – Belle Avenue / Sheridan Street / 7th Street Parcel) recorded on December 30, 2019 as Document No. 2019-0541442 and the Housing Authority conveyed the Housing Authority Property to Assignor pursuant to that certain Grant Deed (Housing Authority Property – Belle Avenue / Sheridan Street / 7th Street Parcel) recorded on December 30, 2019 as Document No. 2019-0541441.

2.5 Covenant and Deed Restriction. In connection with Assignor’s acquisition of the City Property and the Housing Authority Property pursuant to the DDA and as required by the DDA, City, Housing Authority and Assignor executed that certain Covenant and Deed Restriction dated November 25, 2019 and recorded in in the Official Records of Riverside County as Document No. 2019-0541444 on December 30, 2019 (“**Covenant and Deed Restriction**”).

2.6 Assignment of DDA. Assignor intends to transfer the City Property and the Housing Authority Property to Assignee. In connection therewith, Assignor desires to assign to Assignee all rights, duties and obligations of Assignor under the DDA and Assignee desires to assume all rights, duties and obligations under the DDA.

2.7 Authority for Assignment. Section 3.21 of the DDA permits the assignment of the DDA with the consent of the City and the Housing Authority.

2.8 Defined Terms. Unless expressly defined herein, all capitalized terms used in this Assignment Agreement shall have the meanings ascribed to them in the DDA.

3. TERMS.

3.1 Assignment. Effective upon the recordation of a grant deed conveying fee title to the City Property and the Housing Authority Property to Assignee, Assignor hereby assigns to Assignee all of Assignor’s rights, duties and obligations under the DDA.

3.2 Assumption. Effective upon the recordation of a grant deed conveying fee title to the City Property and the Housing Authority Property to Assignee, Assignee hereby accepts the foregoing assignment of the DDA and unconditionally assumes and agrees to perform and be subject to all of the rights, duties and obligations under the DDA. Additionally, Assignor expressly accepts and assumes all obligations set forth in the Covenant and Deed Restriction. Effective upon the recordation of a grant deed conveying

fee title to the City Property and the Housing Authority Property to Assignee, Assignee shall become substituted for Assignor as the "Developer" under the DDA.

3.3 Release of Assignor. Effective upon the recordation of a grant deed conveying fee title to the City Property and the Housing Authority Property to Assignee and recordation of this Assignment Agreement, Assignor shall be released from its obligations under the DDA, so long as Assignor is not then in Default under the DDA.

3.4 Continuing Effect of DDA. This Assignment Agreement shall not modify or amend any provisions of the DDA which shall remain in full force and effect. Further, the rights of the Authority and/or the City arising under or from the DDA shall not be affected, diminished or defeated in any way by this Assignment Agreement.

3.5 Notices. For purposes of Section 3.18 of the DDA, Assignee's address is as follows:

Corona Regional Medical Center LLC
650 Town Center Drive, Suite 890
Costa Mesa, CA 92626
Attn: Richard E. Boureston
Telephone: (714) 545-2078
Facsimile: (949) 267-5929

3.6 Cooperation. Each Party hereto covenants and agrees to perform all acts to prepare, execute, and deliver such written agreements, documents, instruments, statements, filings, and notices as may be reasonably necessary to carry out the terms and provisions of this Assignment Agreement.

3.7 Amendment. This Assignment Agreement may only be amended or modified by written instrument signed by all of the Parties hereto and approved by the Housing Authority and City in writing.

3.8 Recordation. Assignor shall ensure that this Assignment Agreement is recorded in the Official Records of the County of Riverside concurrently with the grant deed conveying the City Property and the Housing Authority Property to Assignee. Assignor shall provide a conformed copy of the recorded Assignment Agreement to the City within ten (10) days of recordation of same.


3.9 Counterparts. This Assignment Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.


[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE TO
ASSIGNMENT AND ASSUMPTION OF
DISPOSITION AND DEVELOPMENT AGREEMENT
WITH THE BOURESTON COMPANIES
(BELLE AVENUE / SHERIDAN STREET / 7TH STREET PARCELS)**

ASSIGNOR

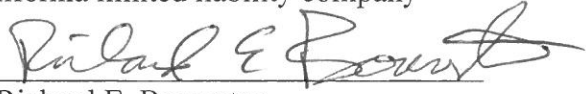
THE BOURESTON COMPANIES
a California corporation

By: 
Richard E. Boureston
President

By: 
Richard T. Boureston
Vice President

ASSIGNEE

CORONA REGIONAL MEDICAL CENTER
LLC
a California limited liability company

By: 
Richard E. Boureston
Managing Member

By: 
Richard T. Boureston
Managing Member

Pursuant to Section 3.21 of the DDA, the City and
the Housing Authority hereby consent to Assignor's
assignment of the DDA to Assignee.

APPROVED BY:

CITY OF CORONA
a California municipal corporation

Jacob Ellis
City Manager

CITY OF CORONA HOUSING AUTHORITY
a public body, corporate and politic

Jacob Ellis
Executive Director

See Attached Document 

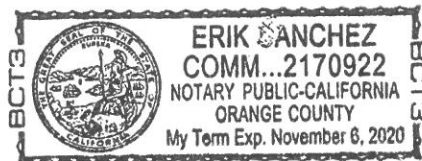
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF Orange)

On January 9, 2020, before me, Erik Sanchez, a Notary Public, personally appeared Richard T. Bourreston, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument, and acknowledged to me that ~~he~~ ~~she~~ ~~they~~ executed the same in ~~his~~ ~~her~~ ~~their~~ authorized capacity(ies), and that by ~~his~~ ~~her~~ ~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



[Signature]
Notary Public

(SEAL)

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

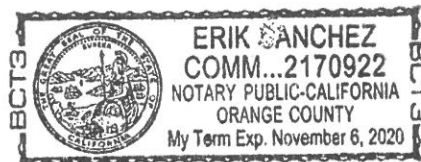
STATE OF CALIFORNIA)
)
COUNTY OF Orange)

On January 9, 2020, before me, Erik Sanchez, a Notary Public, personally appeared Richard E. Borestan, who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is ~~are~~ subscribed to the within instrument, and acknowledged to me that ~~he~~ he ~~she~~ he executed the same in his ~~her~~ his authorized capacity~~(ies)~~, and that by his ~~her~~ his signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

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

WITNESS my hand and official seal.


Notary Public



(SEAL)

EXHIBIT "A"
TO
ASSIGNMENT AND ASSUMPTION OF
DISPOSITION AND DEVELOPMENT AGREEMENT
WITH THE BOURESTON COMPANIES
(BELLE AVENUE / SHERIDAN STREET / 7TH STREET PARCELS)

LEGAL DESCRIPTION AND DEPICTION OF CITY PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

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



- | | | |
|---|-------------|------------------|
| 1 | 117-181-011 | 315 W SEVENTH ST |
| 2 | 117-181-012 | |

EXHIBIT "B"
TO
ASSIGNMENT AND ASSUMPTION OF
DISPOSITION AND DEVELOPMENT AGREEMENT
WITH THE BOURESTON COMPANIES
(BELLE AVENUE / SHERIDAN STREET / 7TH STREET PARCELS)

LEGAL DESCRIPTION AND DEPICTION OF HOUSING AUTHORITY
PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

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.

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



1	117-181-016	320 W SIXTH ST
2	117-181-015	308 W SIXTH ST
3	117-181-002	323 W SEVENTH ST
4	117-181-003	319 W SEVENTH ST
5	117-186-001	323 W SEVENTH ST
6	117-186-002	316 W SEVENTH ST
7	117-186-011	702 S BELLE AV
8	117-186-003	705 S SHERIDAN ST
9	117-186-010	706 S BELLE AV
10	117-186-004	711 S SHERIDIAN ST
11	117-186-012	708 S BELLE AV