

CORONA HOUSING AUTHORITY AND CITY OF CORONA

AMENDMENT NO. 2B TO DISPOSITION AND DEVELOPMENT AGREEMENT WITH LAB HOLDING, LLC (AUTHORITY NORTH MALL PROPERTY – SUN CIRCLE, LLC)

1. PARTIES AND DATE.

This Amendment No. 2B to Disposition and Development Agreement with LAB Holding, LLC (Corona Mall Property) (“**Amendment No. 2B**”) is dated for reference purposes as of the 19th day of August 2020, and is being entered into by and among SUN CIRCLE, LLC, a California limited liability company (“**Developer**”), the CITY OF CORONA, a California municipal corporation (“**City**”), and the CITY OF CORONA HOUSING AUTHORITY, a public body, corporate and politic (“**Authority**”) with respect to the Authority North Mall Property only. Developer, City, and Authority are sometimes individually referred to herein as “**Party**” and collectively as “**Parties**” throughout this Amendment No. 2B.

2. RECITALS.

2.1 Disposition and Development Agreement. City, Authority and Developer’s predecessor in interest, LAB Holding, LLC, a California limited liability company (“**LAB Holding**”), previously entered into that certain Disposition and Development Agreement with LAB Holding, LLC (Corona Mall Property) (“**Development Agreement**”) dated May 17, 2017 and that certain First Amendment to Disposition and Development Agreement with Lab Holding, LLC (Corona Mall Property) (“**First Amendment**”) dated May 15, 2019. For purposes of this Amendment No. 2B, the Development Agreement and the First Amendment shall be collectively referred to as the “**DDA**”. Public notice of the DDA was provided by recordation of that certain Memorandum of Agreement Containing Covenants Affecting Real Property on June 4, 2019 as Document No. 2019-0200094.

2.2 Assignment and Assumption Agreement. On or about August 20, 2019, LAB Holding assigned to Developer and Developer assumed all of LAB Holding’s rights, duties and obligations under the DDA to the extent they apply to the Authority North Mall Property.

2.3 Project Delays. City, Authority and Developer acknowledge that the novel coronavirus known as COVID-19 is impacting development projects and construction lending in extraordinary ways and that the timely compliance with the terms of the DDA has been unexpectedly delayed because of circumstances related to COVID-19.

2.4 Business Improvement District. Sections 3.10.5 and 3.10.6 of the DDA provides that the Developer shall be solely responsible for the maintenance of the property identified in the DDA as the City Option Property from and after the Business Improvement District (“**BID**”) expires on June 30, 2020. Developer desires to modify these sections to require that the City be solely responsible for the maintenance of the City Option Property for up to twenty-four (24) months after the expiration of the BID. Developer further desires that the City pay for certain expenses associated with the formation of a new BID for the Authority Mall Property.

2.5 Amendment. Based upon the foregoing, and in order to enable Developer to accomplish the objectives of the DDA, the Parties desire to enter into this Amendment No. 2B to

modify the schedule of performance for the Authority North Mall Property, to modify the Developer's maintenance obligations for the City Option Property and to establish additional obligations for the City with respect to the formation of a new BID for the Authority Mall Property, all as set forth herein.

3. TERMS.

3.1 Effective Date of Amendment No. 2B. This Amendment No. 2B shall be effective as of the date, following all legally required notices and hearings, that this Amendment No. 2B has been approved by City's and Authority's governing body or its delegated representative and signed by all Parties.

3.2 Defined Terms. Except as may be expressly set forth in this Amendment No. 2B to the contrary, all terms with initial capital letters used herein but not otherwise defined shall have the respective meanings set forth in the DDA.

3.3 Updated Schedule of Performance. The Parties hereby agree to the updated Schedule of Performance for the development of the Project on the Authority South Mall Property as set forth in Exhibit "A" attached to this Amendment No. 2B and incorporated herein by reference.

3.4 Modification to Section 3.10.5 of the DDA. Section 3.10.5 of the DDA, entitled "Parking Covenant" is hereby amended to read in its entirety as follows:

"3.10.5 Parking Covenant. As further provided in the City Parking Lots Option Agreement, Developer acknowledges and agrees that assessments are imposed and collected through a Business Improvement District ("**BID**") for the purpose of maintaining parking lots, sidewalks and landscape improvements in an area that includes the City Option Property and the Authority Mall Property. The BID expires on June 30, 2020 ("**BID Expiration Date**"). Developer acknowledges and agrees that development or use of the City Parking Lots for any purpose other than parking and vehicular and pedestrian ingress and egress is subject to and expressly contingent upon Developer's ability to provide sufficient parking, as required by the Corona Municipal Code and/or other applicable laws, rules or regulations, and pathways for reasonable and direct vehicular and pedestrian access similar to that which exists as of the Effective Date to serve the parcels that are included within and are subject to the assessments imposed by the BID ("**BID Parcels**"). Sufficient parking for the BID Parcels may be provided through a variety of methods subject to and contingent upon the discretionary land use and police power authority of the City, including, without limitation, reconfiguring current parking fields on the City Option Property, development of a parking structure on the City Option Property and/or the Authority Mall Property, approval of an urban parking standard, or a combination of the foregoing and/or other options. Developer further acknowledges and agrees to allow public access to and use of the City Parking Lots for the benefit of the BID Parcels. In furtherance thereof, Developer shall not, for any reason, deny, prevent, hinder or obstruct reasonable and direct public

access to each of the BID Parcels and use of the City Option Property at any time prior to the BID Expiration Date, or at any time thereafter if in violation of the Corona Municipal Code and/or other applicable laws, rules or regulations. Developer acknowledges and agrees that parking on the City Option Property is provided free of charge on a first-come, first-serve basis, notwithstanding the fact that there is no reciprocal parking agreement, easement or similar documentation regulating such parking, and that the availability of such parking free of charge on a first-come, first-serve basis shall be maintained. Developer acknowledges and agrees that from and after June 30, 2021 (“**Maintenance Assumption Date**”) maintenance of the City Parking Lots shall be the sole responsibility of Developer. Developer shall have the right to extend the Maintenance Assumption Date for two (2) additional six (6) month periods upon giving the City written notice of Developer’s intent to extend the Maintenance Assumption Date at least thirty (30) days prior to the Maintenance Assumption Date or the extended Maintenance Assumption Date, as applicable. Notwithstanding the foregoing, if a new BID is formed for the maintenance of the City Parking Lots prior to the Maintenance Assumption Date or the extended Maintenance Assumption Date, as applicable, the obligation to maintain the City Parking Lots shall be assumed by the newly formed BID and the City shall have no further obligations hereunder. The obligations and limitations set forth in this Section 3.10.5 shall be collectively referred to as the “**Parking Covenant**” and shall survive expiration or termination of this Agreement and the City Parking Lots Option Agreement. The record owners of the BID Parcels, individually and collectively, shall be third party beneficiaries of the Parking Covenant.”

3.5 Modification to Section 3.10.6 of the DDA. Section 3.10.5 of the DDA, entitled “Parking Covenant” is hereby amended to read in its entirety as follows:

“3.10.6 Access Covenant. As further provided in the City Common Areas Option Agreement, Developer acknowledges and agrees that development or use of the City Common Areas for any purpose other than common area walkways and pedestrian ingress and egress is subject to and expressly contingent upon Developer’s ability to provide sufficient pathways for reasonable and direct pedestrian access similar to that which exists as of the Effective Date to serve the BID Parcels. Developer further acknowledges and agrees to allow public access to and use of the City Common Areas for the benefit of the BID Parcels. In furtherance thereof, Developer shall not, for any reason, deny, prevent, hinder or obstruct reasonable and direct public access to each of the BID Parcels and use of the City Common Areas at any time prior to the BID Expiration Date, or at any time thereafter if in violation of the Corona Municipal Code and/or other applicable laws, rules or regulations. Developer acknowledges and agrees that from and after

the Maintenance Assumption Date maintenance of the City Common Areas shall be the sole responsibility of Developer. Developer shall have the right to extend the Maintenance Assumption Date as provided in Section 3.10.5. Notwithstanding the foregoing, if a new BID is formed for the maintenance of the City Common Areas prior to the Maintenance Assumption Date or the extended Maintenance Assumption Date, as applicable, the obligation to maintain the City Common Areas shall be assumed by the newly formed BID and the City shall have no further obligations hereunder. The obligations and limitations set forth in this Section 3.10.6 shall be collectively referred to as the “**Access Covenant**” and shall survive expiration or termination of this Agreement and the City Common Areas Option Agreement. The record owners of the BID Parcels, individually and collectively, shall be third party beneficiaries of the Parking Covenant.”

3.6 Modification to Section 3.11 of the DDA. Section 3.11 of the DDA, entitled “Payment of BID Assessments and Renewal of BID” is hereby amended to read in its entirety as follows:

“3.11 Payment of BID Assessments and Renewal of BID. The City shall pay the assessments that are imposed on the Authority Mall Property and collected through the BID up to the BID Expiration Date. In the event that the record owners of the BID Parcels initiate action to renew the BID beyond the BID Expiration Date pursuant to the Property and Business Improvement District Law of 1994 (Streets & Highways Code §§36600 *et seq.*) (“**BID Law**”), Developer shall delegate its voting power, as the owner of the Authority Mall Property, to the City for purposes of voting on whether to renew the BID beyond the BID Expiration Date. If the foregoing delegation of voting power to the City is for any reason found to be invalid and if the BID is subsequently renewed beyond the BID Expiration Date, Developer shall pay any assessments imposed on the Authority Mall Property after the BID Expiration Date. If Developer initiates the process to establish a new BID for the Authority Mall Property, the City shall pay for any consultant services incurred by Developer to prepare any and all documentation required by the BID Law, including without limitation the management district plan and the boundary map (“**BID Consultant Services**”), up to a maximum amount of One Hundred Thirty-Five Thousand Dollars (\$135,000) (“**BID Consultant Cost Cap**”). In order to be reimbursed, Developer shall submit to City copies of written itemized statements provided by the BID consultant, which statements shall describe the BID Consultant Services provided during the statement period and the cost for such services, as well as any reasonable reimbursable expenses routinely charged by such consultants. City shall, within 30 days of receiving any such statement, review the statement and pay all approved charges thereon up to the BID Consultant Cost Cap.”

3.5 Recordation of Memorandum of Agreement. Immediately upon the execution and delivery of this Amendment No. 2B, the Parties agree to execute (in recordable form) a stand-alone original of the Memorandum of Agreement in the form set forth as **Exhibit "B"** and cooperate in causing the same to be recorded against the Authority South Mall Property and the South Mall Option Property within five (5) business days after the effective date of this Amendment No. 2B, as set forth in Section 3.1.

3.6 Entire Agreement. The DDA, as modified by this Amendment No. 2B, including all of the exhibits thereto and hereto, constitutes the entire agreement between and among the Parties pertaining to the subject matters addressed therein. Except as expressly set forth in this Amendment No. 2B, all of provisions set forth in the DDA are unmodified and remain in full force and effect.

3.7 Counterparts. This Amendment No. 2B may be executed in counterparts. The City Manager of City and Executive Director of Authority are hereby authorized and directed to execute this Amendment No. 2B on behalf of City and Authority, respectively, and to take all necessary actions to implement and enforce the same.

[SIGNATURES ON NEXT THREE (3) PAGES]

CITY' S SIGNATURE PAGE

**AMENDMENT NO. 2B TO DISPOSITION AND DEVELOPMENT AGREEMENT
WITH LAB HOLDING, LLC
(AUTHORITY NORTH MALL PROPERTY – SUN CIRCLE, LLC)**

CITY OF CORONA
a California municipal corporation

By: _____, 2020
Jacob Ellis, City Manager

Attest:

By: _____
Sylvia Edwards, City Clerk

Approved as to Form:

By: _____
Dean Derleth, City Attorney

AUTHORITY' S SIGNATURE PAGE

**AMENDMENT NO. 2B TO DISPOSITION AND DEVELOPMENT AGREEMENT
WITH LAB HOLDING, LLC
(AUTHORITY NORTH MALL PROPERTY – SUN CIRCLE, LLC)**

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

By: _____, 2020
Jacob Ellis, Executive Director

Attest:

By: _____
Sylvia Edwards, Secretary

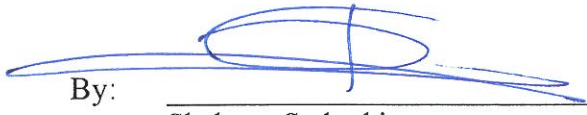
Approved as to Form:

By: _____
Dean Derleth, General Counsel

DEVELOPER' S SIGNATURE PAGE

**AMENDMENT NO. 2B TO DISPOSITION AND DEVELOPMENT AGREEMENT
WITH LAB HOLDING, LLC
(AUTHORITY NORTH MALL PROPERTY – SUN CIRCLE, LLC)**

SUN CIRCLE, LLC
a California limited liability company

By: 

Shaheen Sadeghi
Managing Member

7/28/2020

**EXHIBIT “B”
TO
AMENDMENT NO. 2B TO DISPOSITION AND DEVELOPMENT AGREEMENT
WITH LAB HOLDING, LLC
(AUTHORITY NORTH MALL PROPERTY – SUN CIRCLE, LLC)**

MEMORANDUM OF AGREEMENT

[SEE ATTACHED THIRTEEN (13) PAGES]

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City of Corona
400 S. Vicentia Avenue
Corona, CA 92882
Attn: Jacob Ellis, City Manager

APN: 117-143-031
117-143-032
117-143-038
117-143-039
117-143-040
117-151-002
117-151-004
117-151-005
117-151-007
117-151-015
117-151-016
117-151-021

(Space above for Recorder's Use)
Exempt from Documentary Transfer Tax
Pursuant to R&T Code § 11922

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (the “**Memorandum**”) is dated for reference purposes only as of the **[**INSERT DATE**]** day of **[**INSERT MONTH**]**, 2020, and is being entered into by and among SUN CIRCLE, LLC, a California limited liability company (“**Developer**”), the CITY OF CORONA, a California municipal corporation (“**City**”), and the CITY OF CORONA HOUSING AUTHORITY, a public body, corporate and politic (“**Authority**”). Developer, City, and Authority are sometimes individually referred to herein as “**Party**” and collectively as “**Parties**” throughout this Memorandum.

RECITALS:

This Memorandum is being entered into with reference to the following facts:

A. City, Authority and Developer’s predecessor in interest previously entered into that certain Disposition and Development Agreement with LAB Holding, LLC (Corona Mall Property) dated as of May 17, 2017, as amended by that certain First Amendment to Disposition and Development Agreement dated as of May 15, 2019 (collectively, the “**DDA**”). The DDA is a public record, a copy of which is available for public inspection and copying in the office of the City Clerk of the City of Corona, 400 S. Vicentia Avenue, Corona, CA 92882. A Memorandum of Agreement Containing Covenants Affecting Real Property was recorded in the Official Records of the County of Riverside on June 4, 2019 as Document No. 2019-0200094 to provide public notice of the DDA.

B. The Parties have now entered into that certain Amendment No. 2B to Disposition and Development Agreement with LAB Holding, LLC (Corona Mall Property) dated as of August 19, 2020 (“**Amendment No. 2B**”) to modify the schedule of performance for the Authority North Mall Property, to modify the Developer’s maintenance obligations for the City Option Property and to

establish additional obligations for the City with respect to the formation of a new BID for the Authority Mall Property.

B. The purpose of this Memorandum is to provide public notice of Amendment No. 2B. This Memorandum is not intended to and does not modify or amend Amendment No. 2B. In the event of any inconsistencies between Amendment No. 2B and this Memorandum, the provisions of Amendment No. 2B shall govern and control. All defined terms in this Memorandum shall have the same meanings ascribed to those terms in the DDA, as amended by Amendment No. 2B. The terms and conditions set forth in the DDA, as amended by Amendment No. 2B, are incorporated herein by this reference.

C. The DDA, as amended by Amendment No. 2B, concerns, in part, the acquisition, disposition, and development of certain properties situated in the City of Corona, County of Riverside, State of California, referred to in the DDA as the "Authority North Mall Property". The Authority North Mall Property is more particularly described in Exhibit "A" attached hereto.

MEMORANDUM

Based upon the foregoing Recitals, which are incorporated into this Memorandum by reference, and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by all Parties, the Parties agree as follows:

1. The foregoing Recitals are true and correct.
2. This Memorandum shall be recorded against the Authority North Mall Property. Amendment No. 2B shall run with the land and shall be binding on Developer and its successors and assigns to fee ownership of the Authority North Mall Property.
3. This Memorandum may be executed in counterparts. The City Manager of City and Executive Director of Authority are hereby authorized and directed to execute this Memorandum on behalf of City and Authority, respectively, and to take all necessary actions to implement and enforce the same.

[Signatures and Notarizations on following pages]

IN WITNESS WHEREOF, the Parties have executed this Memorandum to be effective as of the date first written above.

CITY OF CORONA
a California municipal corporation

By: **EXHIBIT ONLY – DO NOT SIGN**

Jacob Ellis, City Manager

Attest:

EXHIBIT ONLY – DO NOT SIGN

Sylvia Edwards, City Clerk

CITY OF CORONA HOUSING AUTHORITY
a public body

By: **EXHIBIT ONLY – DO NOT SIGN**

Jacob Ellis, Executive Director

Attest:

EXHIBIT ONLY – DO NOT SIGN

Sylvia Edwards, Secretary

SUN CIRCLE, LLC
a California limited liability company

By: **EXHIBIT ONLY – DO NOT SIGN**

Shaheen Sadeghi, its Managing Member

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 _____)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
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 _____ (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 _____)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
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 _____ (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 _____)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
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 _____

(Seal)

EXHIBIT "A" TO MEMORANDUM OF AGREEMENT

LEGAL DESCRIPTION AND DEPICTION OF AUTHORITY NORTH MALL 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:

PARCEL 1

ASSESSOR PARCEL NUMBER 117-143-031

THAT PORTION OF LOTS 5 AND 6 OF BLOCK 155 OF THE SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 9, PAGES 8 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, ALSO SHOWN ON RECORD OF SURVEY AS A PORTION OF PARCEL C-2 ON FILE IN BOOK 61, PAGE 24 OF RECORDS OF SURVEY, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS: "BEGINNING AT A POINT ON THE EASTERLY LINE OF SAID BLOCK 155, WHICH BEARS NORTH 07° 06' 53" EAST, A DISTANCE OF 116.00 FEET FROM THE SOUTHEAST CORNER OF LOT 1 SAID BLOCK 155 TO THE TRUE POINT OF BEGINNING; THENCE NORTH 82° 42' 02" WEST, PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 1, A DISTANCE OF 100.00 FEET; THENCE NORTH 07° 16' 53" EAST, PARALLEL WITH THE EASTERLY LINE OF SAID BLOCK 155, A DISTANCE OF 26.00 FEET; THENCE SOUTH 82° 42' 02" EAST, PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 1, A DISTANCE OF 100.00 FEET TO THE EASTERLY LINE OF SAID BLOCK 155; THENCE SOUTH 07° 16' 53" WEST ALONG THE EASTERLY LINE OF SAID BLOCK 155, A DISTANCE OF 26.00 FEET TO THE TRUE POINT OF BEGINNING."

AN EASEMENT APPURTENANT TO THE ABOVE DESCRIBED PARCEL DESCRIBED AS FOLLOWS:

AN EASEMENT OVER, UNDER, ABOVE, BELOW AND ACROSS THE NORTHERLY FIVE FEET SIX INCHES OF THE REAL PROPERTY LYING IMMEDIATELY ADJACENT TO THE SOUTHERLY PROPERTY LINE OF THE ABOVE DESCRIBED PARCEL 1 FOR THE PURPOSE OF FOOTING AND FOUNDATIONS FOR BUILDINGS AND STRUCTURES ON THE ABOVE DESCRIBED PARCEL 1 AND FOR THE PURPOSE OF CONSTRUCTING ROOF OVERHANGS AND BUILDING SURFACE OVERHANGING, SAID OVERHANGS TO CONFORM ARCHITECTURALLY WITH ANY BUILDING AND STRUCTURES IMMEDIATELY ADJACENT TO THE SOUTHERLY PROPERTY LINE OF THE ABOVE DESCRIBED PROPERTY SO AS NOT TO INTERFERE WITH PEDESTRIAN TRAFFIC THERETO; TOGETHER WITH THE RIGHT TO CONSTRUCT OR CONNECT TO A COMMON OR PARTY WALL, INCLUDING FOOTINGS AND FOUNDATIONS THEREFOR, ALONG THE SOUTHERLY LINES OF THE ABOVE DESCRIBED PARCEL 1 IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THAT CERTAIN AGREEMENT AND GRANT OF

EASEMENTS DATED JANUARY 17, 1977 AND RECORDED JANUARY 27, 1977 AS INSTRUMENT NO. 14690 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 2

ASSESSOR PARCEL NUMBER 117-143-032

THAT PORTION OF LOTS 4 AND 5 OF BLOCK 155 OF THE SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 9, PAGES 8 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, ALSO SHOWN ON RECORDS OF SURVEY AS A PORTION OF PARCEL C-2 ON FILE IN BOOK 61, PAGE 24, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS: "BEGINNING AT A POINT ON THE EASTERLY LINE OF SAID BLOCK 155, WHICH BEARS NORTH 07° 16' 53" EAST, A DISTANCE OF 90.00 FEET FROM THE SOUTHEAST CORNER OF LOT 1 IN SAID BLOCK 155 TO THE TRUE POINT OF BEGINNING; THENCE NORTH 82° 42' 02" WEST, PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 1 A DISTANCE OF 100.00 FEET; THENCE NORTH 07° 16' 53" EAST, PARALLEL WITH THE EASTERLY LINE OF SAID BLOCK 155, A DISTANCE OF 26.00 FEET; THENCE SOUTH 82° 42' 02" EAST, PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 1, A DISTANCE OF 100.00 FEET TO THE EASTERLY LINE OF SAID BLOCK 155; THENCE SOUTH 07° 16' 53" WEST ALONG THE EASTERLY LINE OF SAID BLOCK 155, A DISTANCE OF 26.00 FEET, TO THE TRUE POINT BEGINNING."

PARCEL 3 AND 4

ASSESSOR PARCEL NUMBER: 117-143-038 and ASSESSOR PARCEL NUMBER: 117-143-039

THOSE PORTIONS OF BLOCK 144 OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 9 PAGE 8 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WESTERLY PROLONGATION OF THE SOUTH LINE OF LOT 6 IN SAID BLOCK 144, WITH THE CENTER LINE OF THE 16.00 FEET WIDE ALLEYWAY ABUTTING LOTS 6, 7, 8 AND 9 ON THE WEST, THENCE SOUTH 82° 45' 00" EAST, 178.05 FEET ON SAID WESTERLY PROLONGATION, THE SOUTH LINE OF SAID LOT 6 AND ITS EASTERLY PROLONGATION TO THE CENTER LINE OF MAIN STREET AS SHOWN ON SAID MAP THENCE NORTH 7° 15' 00" EAST 116.00 FEET ON SAID CENTER LINE TO THE INTERSECTION OF THE EASTERLY PROLONGATION OF THE NORTH LINE OF LOT 9 IN SAID BLOCK 144; THENCE NORTH 82° 45' 00" WEST 178.05 FEET ON LAST SAID PROLONGATION, THE NORTH LINE OF SAID LOT 9 AND ITS WESTERLY PROLONGATION, TO SAID CENTER LINE OF SAID ALLEY ABUTTING ON THE WEST; THENCE SOUTH 7° 15' 00" WEST 116.00 FEET ON SAID CENTER LINE TO THE POINT OF BEGINNING. EXCEPT THE EAST 10.00 FEET AS CONVEYED TO THE REDEVELOPMENT AGENCY OF THE CITY OF CORONA BY DEED RECORDED APRIL 15, 1969, AS INSTRUMENT NO. 36744 OF OFFICIAL RECORDS.

PARCEL 5

ASSESSOR PARCEL NUMBER 117-143-040

THOSE PORTIONS OF BLOCK 144 OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 9 PAGE 8 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WESTERLY PROLONGATION OF THE NORTH LINE OF LOT 5 IN SAID BLOCK 144, WITH THE CENTERLINE OF THE 16.00 FEET WIDE ALLEY ABUTTING LOTS 4 AND 5 IN SAID BLOCK, ON THE WEST; THENCE SOUTH 82° 45' 00" EAST, 178.05 FEET ON SAID PROLONGATION, THE NORTH LINE OF SAID LOT 5 AND ITS EASTERLY PROLONGATION TO THE CENTER LINE OF MAIN STREET, AS SHOWN ON SAID MAP; THENCE SOUTH 7° 15' 00" WEST, 50.00 FEET ON LAST SAID CENTER LINE TO THE INTERSECTION OF THE EASTERLY PROLONGATION OF THE SOUTH LINE OF SAID LOT 4; HENCE NORTH 82° 45' 00" WEST, 178.05 FEET ON SAID EASTERLY PROLONGATION, THE SOUTH LINE OF SAID LOT 4 AND ITS WESTERLY PROLONGATION TO SAID CENTER LINE OF SAID ALLEY ABUTTING ON THE WEST; THENCE NORTH 7° 15' 00" EAST 50.00 FEET ON LAST SAID CENTER LINE TO THE POINT OF BEGINNING. EXCEPT THE EAST 10.00 FEET AS CONVEYED TO THE REDEVELOPMENT AGENCY OF THE CITY OF CORONA BY DEED RECORDED APRIL 15, 1969, AS INSTRUMENT NO. 36744 OF OFFICIAL RECORDS.

PARCEL 6

ASSESSOR PARCEL NUMBER 117-151-007

ALL THAT PORTION OF LOTS 16, 17 AND 18 IN BLOCK 143 AND ALL THAT PORTION OF MAIN STREET LYING BETWEEN FIFTH STREET AND SIXTH STREET, AS VACATED BY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA ON SEPTEMBER 15, 1969, A CERTIFIED COPY OF SAID RESOLUTION HAVING BEEN RECORDED SEPTEMBER 24, 1969 AS INSTRUMENT NO. 98016, RIVERSIDE COUNTY RECORDS, ALL AS SHOWN ON MAP OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ON FILE IN BOOK 9 PAGE 8 OF MAPS, SAN BERNARDINO COUNTY RECORDS, DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE CENTERLINE OF SAID MAIN STREET AND A LINE PARALLEL WITH AND 60 FEET NORTHERLY, MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF SAID SIXTH STREET AS SHOWN ON SAID MAP OF SOUTH RIVERSIDE TOWNSITE; THENCE NORTH 82° 43' 52" WEST, ALONG SAID PARALLEL LINE, 10 FEET TO A LINE PARALLEL WITH AND 10 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM SAID CENTERLINE OF MAIN STREET; THENCE NORTH 07° 16' 53" EAST, ALONG SAID LINE PARALLEL WITH THE CENTERLINE OF MAIN STREET, 30 FEET; THENCE SOUTH 82° 43' 07" EAST, AT RIGHT ANGLES TO SAID CENTERLINE OF MAIN STREET, 100 FEET; THENCE SOUTH 07° 16' 53" WEST, PARALLEL WITH SAID CENTERLINE OF MAIN STREET, 29.98 FEET TO SAID LINE PARALLEL WITH THE CENTERLINE OF SIXTH STREET; THENCE NORTH 82° 43' 07" WEST, ALONG SAID PARALLEL LINE, 90 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 7

ASSESSOR PARCEL NUMBER 117-151-016

THOSE PORTIONS OF LOTS 14, 15, AND 16 IN BLOCK 143, ALL THAT PORTION OF MAIN STREET LYING BETWEEN FIFTH STREET AND SIXTH STREET AS VACATED BY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA ON SEPTEMBER 15, 1969, A CERTIFIED COPY OF SAID RESOLUTION HAVING BEEN RECORDED SEPTEMBER 24, 1969, AS INSTRUMENT NO. 98016, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; ALL AS SHOWN ON MAP OF SOUTH RIVERSIDE, TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ON FILE IN BOOK 9 OF MAPS, AT PAGE 8 THEREOF, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE CENTERLINE OF SAID MAIN STREET AND A LINE PARALLEL WITH AND 60.00 FEET NORTHERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF SAID SIXTH STREET AS SHOWN ON SAID MAP OF SOUTH RIVERSIDE TOWNSITE; THENCE N. 82°43'52" W, ALONG SAID PARALLEL LINE, A DISTANCE OF 10.00 FEET TO A LINE PARALLEL WITH AND 10.00 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM SAID CENTERLINE OF MAIN STREET; THENCE N. 07°16'53" E., ALONG SAID LINE PARALLEL WITH THE CENTERLINE OF MAIN STREET, A DISTANCE OF 30.00 FEET TO THE TRUE POINT OF BEGINNING OF THE PARCEL OF LAND TO BE DESCRIBED; THENCE CONTINUING N. 07°16'53" E., ALONG SAID LINE, PARALLEL WITH THE CENTERLINE OF MAIN STREET, A DISTANCE OF 50.00 FEET; THENCE S. 82°43'07" E., AT RIGHT ANGLES TO SAID CENTERLINE OF MAIN STREET, A DISTANCE OF 100.00 FEET; THENCE S. 07°16'53" W., PARALLEL WITH SAID CENTERLINE OF MAIN STREET, A DISTANCE OF 50.00 FEET TO A POINT THAT BEARS S. 82°43'07" E., A DISTANCE OF 100.00 FEET FROM THE POINT OF BEGINNING. THENCE N. 82°43'07" W., A DISTANCE OF 100.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 8

ASSESSOR PARCEL NUMBER 117-151-015

THAT PORTION OF LOTS 13 AND 14 IN BLOCK 143, ALL THAT PORTION OF THE MAIN STREET LYING BETWEEN FIFTH AND SIXTH STREET AS VACATED BY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA ON SEPTEMBER 15, 1969, A CERTIFIED COPY OF SAID RESOLUTION HAVING BEEN RECORDED SEPTEMBER 24, 1969, AS INSTRUMENT NO. 98016, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; ALL AS SHOWN ON MAP OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ON FILE IN BOOK 9 OF MAPS, AT PAGE 8 THEREOF, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA. DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE CENTERLINE OF SAID MAIN STREET AND A LINE PARALLEL WITH AND 60.00 FEET NORTHERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF SAID SIXTH STREET AS SHOWN ON SAID MAP OF SOUTH RIVERSIDE TOWNSITE; THENCE N. 82°43'52" W., ALONG SAID PARALLEL LINE, A DISTANCE OF 10.00 FEET TO A LINE PARALLEL WITH

AND 10.00 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM SAID CENTERLINE OF MAIN STREET; THENCE N. 07°16'53" E., ALONG SAID PARALLEL LINE WITH THE CENTERLINE OF MAIN STREET, A DISTANCE OF 80.00 FEET TO THE TRUE POINT OF BEGINNING OF THE PARCEL OF LAND TO BE DESCRIBED; THENCE CONTINUING N. 07°16'53" E., ALONG SAID LINE PARALLEL WITH THE CENTERLINE OF MAIN STREET, A DISTANCE OF 32.00 FEET; THENCE S. 82°43'07" E., AT RIGHT ANGLES TO SAID CENTERLINE OF MAIN STREET, A DISTANCE OF 100.00 FEET. THENCE S. 07°16'53" W., PARALLEL WITH SAID CENTERLINE OF MAIN STREET, A DISTANCE OF 32.00 FEET; THENCE N. 82°43'07" W., A DISTANCE OF 100.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 9

ASSESSOR PARCEL NUMBER 117-151-005

THOSE PORTIONS OF LOTS 8, 9, 10 AND 11 IN BLOCK 143 AND A PORTION OF MAIN STREET (VACATED), AS SHOWN ON MAP OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ON FILE IN BOOK 9, PAGE 8 OF MAPS, AS PER SAN BERNARDINO COUNTY RECORDS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE CENTER LINE OF MAIN STREET (VACATED)WHICH BEARS NORTH 07°16'53" EAST, 245 FEET FROM ITS INTERSECTION WITH THE CENTER LINE OF SIXTH STREET, AS SHOWN ON SAID MAP OF SOUTH RIVERSIDE TOWNSITE; THENCE NORTH 82°43'07" WEST, AT RIGHT ANGELS TO THE CENTER LINE OF MAIN STREET (VACATED), 10 FEET; THENCE NORTH 07°16'53" EAST, ALONG A LINE PARALLEL WITH AND 10 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTER LINE OF MAIN STREET (VACATED), 62 FEET; THENCE SOUTH 82°43'07" EAST, 100 FEET; THENCE SOUTH 07°16'53" WEST, 62 FEET; THENCE NORTH 82°43'07" WEST, 90 FEET TO THE POINT OF BEGINNING. SAID MAIN STREET HAVING BEEN VACATED BY RESOLUTION OF THE CITY COUNCIL OF CORONA ON SEPTEMBER 15, 1969, A CERTIFIED COPY OF SAID RESOLUTION BEING RECORD SEPTEMBER 24, 1969 AS INSTRUMENT NO. 98016, OFFICIALRECORDS.

PARCEL 10

ASSESSOR PARCEL NUMBER: 117-151-004

THOSE PORTIONS OF LOTS 7 AND 8 IN BLOCK 143 AND THOSE PORTIONS OF MAIN STREET (VACATED) AND FIFTH STREET (VACATED), AS SHOWN BY MAP OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA , COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ON FILE IN BOOK 9, PAGE 8 OF MAPS, AS PER SAN BERNARDINO COUNTY RECORDS, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE CENTER LINE OF MAIN STREET (VACATED) WHICH BEARS NORTH 07°16' 53" EAST 245 FEET FROM ITS INTERSECTION WITH THE CENTER LINE OF SIXTH STREET, AS SHOWN ON SAID MAP OF SOUTH RIVERS DE TOWNSITE; THENCE NORTH 82°43'07" WEST, AT RIGHT ANGLES TO THE CENTER LINE OF MAIN STREET (VACATED), 10 FEET; THENCE NORTH 07° 16' 53" EAST, ALONG A LINE PARALLEL WITH AND 10 FEET WESTERLY, MEASURED

AT RIGHT ANGLES, FROM THE CENTER LINE OF MAIN STREET (VACATED), 62 FEET, FOR THE TRUE POINT OF BEGINNING; THENCE NORTH 07°16 '53" EAST, CONTINUING ALONG SAID PARALLEL LINE, 88 FEET; THENCE SOUTH 82°43'07" EAST 100 FEET; THENCE SOUTH 07°16'53" WEST 88 FEET; THENCE NORTH 82°43'07" WEST 100 FEET, TO THE TRUE POINT OF BEGINNING. SAID PORTIONS OF MAIN STREET AND FIFTH HAVE BEEN VACATED BY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA ON AUGUST 18, 1969, A CERTIFIED COPY OF SAID RESOLUTION BEING RECORDED SEPTEMBER 24, 1969 AS INSTRUMENT NO . 98016, OFFICIAL RECORDS. SAID LAND BEING A PORTION OF THE LAND AS SHOWN ON A RECORD OF SURVEY MAP ON FILE IN BOOK 61, PAGES 22 THROUGH 26, INCLUSIVE OF RECORDS OF SURVEYS, RIVERSIDE COUNTY RECORDS.

THOSE CERTAIN EASEMENTS, RIGHTS, AND RIGHTS OF WAY CONTAINED IN THAT CERTAIN GREEMENTAND GRANT OF EASEMENTS DATED JANUARY 23, 1970, EXECUTED BY AND BETWEEN THE REDEVELOPMENT AGENCY OF THE CITY OF CORONA, A BODY POLITIC, PUBLIC AND CORPORATE, AND VASELS, A CALIFORNIA CORPORATION, AND NICHOLS VASELS, RECORD JANUARY 29, 1970 AS INSTRUMENT NO. 8882, OFFICIAL RECORDS.

PARCEL 11

ASSESSOR PARCEL NUMBER 117-151-021

THAT PORTION OF SOUTH RIVERSIDE TOWNSITE, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 9, PAGE 8, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, SHOWN AS THAT PORTION OF PARCEL D-3 OF THE CORONA DOWNTOWN REDEVELOPMENT PROJECT, AS SHOWN ON THAT RECORD OF SURVEY RECORDED IN MAP BOOK 61 AT PAGE 22 OF THE OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS: ALL OF PARCEL D-3 EXCEPTING THEREFROM THE NORTH 26.00 FEET AND THE SOUTH 30.00 FEET.

PARCEL 12

ASSESSOR PARCEL NUMBER: 117-151-002

THAT PORTION OF LOTS 9 THROUGH 12 IN BLOCK 156; THAT PORTION OF MAIN STREET LYING BETWEEN FOURTH STREET AND FIFTH STREET AS VACATED BY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA SEPTEMBER 15, 1969, A CERTIFIED COPY OF SAID RESOLUTION HAVING BEEN RECORDED SEPTEMBER 24, 1969 AS INSTRUMENT NO. 98016; AND THAT PORTION OF THE EAST-WEST ALLEY IN SAID BLOCK 156; AS VACATED BY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA ON JULY 7, 1969, A CERTIFIED COPY OF SAID RESOLUTION HAVING BEEN RECORDED JULY 11, 1969 AS INSTRUMENT NO. 70713; ALL AS SHOWN ON MAP OF SOUTH RIVERSIDE TOWNSITE ON FILE IN BOOK 9 PAGE 8 OF MAPS, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, SAN BERNARDINO

COUNTY RECORDS, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE CENTER LINE OF SAID MAIN STREET WHICH BEARS NORTH $07^{\circ} 16' 53''$ EAST, 435 FEET FROM ITS INTERSECTION WITH THE CENTERLINE OF SIXTH STREET AS SHOWN ON SAID MAP OF SOUTH RIVERSIDE TOWNSITE; THENCE NORTH $82^{\circ} 43' 07''$ WEST, AT RIGHT ANGLES TO SAID CENTER LINE OF MAIN STREET, 10 FEET TO A LINE PARALLEL WITH AND 10 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM SAID CENTER LINE OF MAIN STREET; THENCE NORTH $07^{\circ} 16' 53''$ EAST, ALONG SAID PARALLEL LINE, 132 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH $07^{\circ} 16' 53''$ EAST, ALONG SAID PARALLEL LINE, 100 FEET; THENCE SOUTH $82^{\circ} 43' 07''$ EAST, 100 FEET; THENCE SOUTH $07^{\circ} 16' 53''$ WEST, PARALLEL WITH SAID CENTER LINE OF MAIN STREET, 100 FEET; THENCE NORTH $82^{\circ} 43' 07''$ WEST, 100 FEET TO THE TRUE POINT OF BEGINNING.

