

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

County of Contra Costa
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553
Attention: Deputy Director – Housing & Community Improvement

No fee document pursuant to
Government Code Section 27383 and 27388.1

THIS SPACE FOR RECORDERS USE ONLY

**TERMINATION AND RELEASE OF
REGULATORY AGREEMENT
(Riverhouse Hotel)**

This Termination and Release of Regulatory Agreement (the "Release"), dated as of October ____, 2025, and effective as of recordation, is made by the County of Contra Costa, a political subdivision of the State of California (the "County"). This Release pertains to that certain real property located at 700 Alhambra Avenue, in the City of Martinez, County of Contra Costa, State of California (the "Property") described in Exhibit A attached hereto, which exhibit is hereby incorporated herein by this reference.

WHEREAS, on April 1, 2012, the County made a loan to Riverhouse Associates, a California Limited Partnership ("Riverhouse Associates") of Six Hundred Twenty-Five Thousand Nine Hundred Ninety-Eight Thousand Dollars (\$625,998) (the "Existing \$625,998 CBDG Loan"). On March 1, 2025, the County made another loan to Riverhouse Associates of Two Million Dollars (\$2,000,000) (the "Existing \$2,000,000 CBDG Loan"). The Existing \$625,998 CBDG Loan and Existing \$2,000,000 CBDG Loan are collectively, the "Existing CBDG Loans";

WHEREAS, the Existing CBDG Loans are evidenced by a Regulatory Agreement and Declaration of Restrictive Covenants dated April 1, 2012, by and among the County, Riverhouse Associates, and Eden Housing, Inc., a California nonprofit public benefit corporation and recorded against the Property on August 1, 2012, as Instrument Number 2012-0183044 (the "Existing CBDG Regulatory Agreement");

WHEREAS, pursuant to an Assignment, Assumption, and Consent Agreement dated October ____, 2025 among the County, Riverhouse Associates, and Riverhouse Hotel, L.P., a California limited partnership (the "Partnership"), the Existing CBDG Loans have been assigned to and assumed by the Partnership;

WHEREAS, concurrently herewith the County is restructuring the Existing CBDG Loans and making an additional loan to the Partnership (collectively, the "New Financing");

WHEREAS, concurrently herewith, in connection with the New Financing, the County and the Partnership will enter into a new regulatory agreement which will be recorded against the Property, restricting the occupancy of the improvements to be rehabilitated on the Property; and

WHEREAS, the County desires to enter into this Release to release the Existing CDBG Regulatory Agreement as an encumbrance from the Property.

NOW, THEREFORE, the County hereby acknowledges and agrees that the Existing CDBG Regulatory Agreement is terminated and the County hereby releases the Property from the restrictions of the Existing CDBG Regulatory Agreement and directs that the Existing CDBG Regulatory Agreement be removed as an encumbrance on the Property.

Remainder of Page Left Intentionally Blank

IN WITNESS WHEREOF, the County hereby executes this Release as of the date first written above.

COUNTY:

COUNTY OF CONTRA COSTA, a political subdivision
of the State of California

By: _____
John Kopchik
Director, Department of Conservation and
Development

Approved as to form:

THOMAS L. GEIGER
County Counsel

By: _____
Kathleen Andrus
Deputy County Counsel

EXHIBIT A

The land referred to is situated in the County of Contra Costa, City of Martinez, State of California, and is described as follows:

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 CONTRA COSTA)

On _____, before me, _____, 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.

Name: _____
Notary Public