## 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 CDBG Loan and Existing \$2,000,000 CDBG Loan are collectively, the "Existing CDBG Loans";

WHEREAS, the Existing CDBG 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 CDBG 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 CDBG Loans have been assigned to and assumed by the Partnership;

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

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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.

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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 Marti	nez, 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 COS	ΓA )	
within instrument and acknowl authorized capacity(ies), and the entity upon behalf of which	dence to be the person(s) who edged to me that he/she/they nat by his/her/their signature( the person(s) acted, execute ALTY OF PERJURY under the things and correct.	ose name(s) is/are subscribed to the executed the same in his/her/their s) on the instrument the person(s), or
	Name:	
	Notary Public	