

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

County of Contra Costa
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553
Attention: Assistant Deputy Director

No fee document pursuant to
Government Code Section 27383 and 27388.1

THIS SPACE FOR RECORDERS USE ONLY

**TERMINATION AND RELEASE OF
REGULATORY AGREEMENTS, INTERCREDITOR AGREEMENT AND DDLA
DOCUMENTS
(Rodeo Gateway)**

This Termination and Release of Regulatory Agreements, Intercreditor Agreement and DDLA Documents (the "Release"), dated as of May 1, 2023 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 1316 Willow Avenue, 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, the County made the following loans to Rodeo Senior Apartments, Inc., a California nonprofit public benefit Corporation ("Rodeo Senior"): (i) a loan of Eight Hundred Ninety-Six Thousand Four Hundred Twenty-Five Dollars (\$896,425) funded using Home Investment Partnerships Act funds from the United States Department of Housing and Urban Development ("HUD") pursuant to the Cranston-Gonzales National Housing Act of 1990 (the "Original HOME Loan"); and (ii) a loan of Five Hundred Seventy-Two Thousand Seven Hundred Fifty Dollars (\$572,750) funded using funds from HUD under Title I of the Housing and Community Development Act of 1974 (the "Original CDBG Loan").

WHEREAS, the former Redevelopment Agency of the County of Contra Costa (the "Agency") (whose obligations have been assumed by the County as the Successor Housing Agency pursuant to California Health and Safety Code Section 34176(a)) made a loan to Rodeo Senior of One Million Four Hundred Sixty-Three Thousand Dollars (\$1,463,000) (the "Original Agency Loan") of Low and Moderate Income Housing Asset funds.

WHEREAS, the Original Agency Loan was made pursuant to a Disposition, Development and Loan Agreement dated May 21, 1999 between the Agency and Rodeo Senior's predecessor-in-interest, EAH, Inc., a California nonprofit public benefit corporation ("EAH"), as amended by a First Amendment to the Disposition, Development and Loan Agreement for Rodeo Senior Housing dated April 11, 2000, and as amended by a Second Amendment to the

Disposition, Development and Loan Agreement for Rodeo Senior Housing dated October 1, 2001 (as amended, the "DDLA"). The DDLA was assigned to the Seller pursuant to an Assignment and Assumption Agreement dated October 1, 2001, by and among the Agency, EAH, and Rodeo Senior. The DDLA is evidenced by a Memorandum of Disposition, Development and Loan Agreement by and among the Agency and Rodeo dated October 1, 2001, recorded in the Official Records against the Property on October 26, 2001, as Instrument No. 2001-0329288-00 (the "Memo of DDLA").

WHEREAS, the DDLA and documents related to the Original Agency Loan were modified pursuant to that certain Modification Agreement dated April 24, 2002 and recorded in the Official Records on May 17, 2002, Instrument No. 2002-0177012-00 (the "First Agency Modification Agreement") to correct a clerical error.

WHEREAS, the DDLA and documents related to the Original Agency Loan were further amended by that certain Second Modification Agreement dated April 2, 2003 and recorded in the Official Records on April 22, 2003, as Instrument No. 2003-0184476-00 (the "Second Agency Modification Agreement") to bifurcate the Original Agency Loan into two components, (i) a revocable grant in the amount of Nine Hundred Ten Thousand Dollar (\$910,000) (the "Original Agency Revocable Grant"), and (ii) a loan in the amount of Five Hundred Fifty-Three Thousand Dollars (\$553,000) (the "Modified Agency Loan"). Together, the Original HOME Loan, the Original CDBG Loan and the Modified Agency Loan are the "Original Loan".

WHEREAS, the Original Loan and Original Agency Revocable Grant were evidenced in part by the following documents: (i) a Deed of Trust and Security Agreement dated October 1, 2001, executed by Rodeo Senior for the benefit of the County and recorded in the Official Records on October 26, 2001, as Instrument No. 2001-0329296-00; (ii) a Regulatory Agreement and Declaration of Restrictive Covenants dated October 1, 2001 executed by Rodeo Senior and the County, recorded in the Official Records on October 26, 2001 as Instrument No. 2001-0329295-00; (iii) a Deed of Trust and Security Agreement dated October 1, 2001, executed by Rodeo Senior for the benefit of the Agency and recorded in the Official Records on October 26, 2001, as Instrument No. 2001-0329294-00; (iv) a Regulatory Agreement and Declaration of Restrictive Covenants dated October 1, 2001, executed by Rodeo Senior and the Agency, recorded in the Official Records against the Property on October 26, 2001, as Instrument No. 2001-0329293-00; (v) an Intercreditor Agreement by and among the County, the Agency, and Rodeo Senior dated October 1, 2001, recorded in the Official Records against the Property on October 26, 2001, as Instrument No. 2001-02329297-00 as modified by a First Amended and Restated Intercreditor Agreement by and among the County, the Agency, and Rodeo Senior dated April 2, 2003, recorded in the Official Records against the Property on April 22, 2003, as Instrument No. 2003-0184477-00; (collectively, the "Original Loan Documents");

WHEREAS, (i) the Original Loan Documents; (ii) the DDLA; (iii) the Memo of DDLA; (iv) the First Agency Modification Agreement; and (v) the Second Agency Modification Agreement, are collectively, the "Original Development Documents."

WHEREAS, pursuant to an Assignment, Assumption, and Consent Agreement dated April 30, 2023 among the County, Rodeo Senior, and Rodeo Gateway II, L.P., a California limited partnership (the "Partnership"), the Original Loan has been assigned to and assumed by

the Partnership and the Original Agency Revocable Grant has been terminated;

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

WHEREAS, concurrently with the release of the Original Development Documents, 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, in order to cause the removal of the Original Development Documents from the Property, the County has agreed to enter into this Release, as hereinafter set forth.

NOW, THEREFORE, the County hereby acknowledges and agrees that the Original Development Documents are terminated and the County hereby releases the Property from the restrictions of the Original Development Documents and directs that the Original Development Documents 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 situated in the unincorporated area of the County of Contra Costa, State of California, and is described as follows:

PARCEL ONE:

Parcel A as shown on that certain Parcel Map of Subdivision MS 980018, filed [October 17, 2001](#), in [Book 181 of Parcel Maps, Pages 43 to 46](#), Contra Costa County Records.

APN: 357-120-073

PARCEL TWO:

A non-exclusive easement appurtenant to Parcel One above for ingress, egress and utility purposes, over, under and upon that portion of Parcel B as shown on the Parcel Map, MS 980018, filed October 17, 2001, in Book 181 of Parcel Maps, Pages 43 to 46, Contra Costa County Records, designated as "private Access Storm Drain and Water Line Easement over Parcel B in favor of Parcel A", on said Parcel Map.

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