

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Riverside Supportive Housing, L.P.
3701 Wilshire Boulevard, Suite 700
Los Angeles, California 90010
Attn: Adriana Quiquivix

STREET VACATION AGREEMENT

THIS STREET VACATION AGREEMENT (the "Agreement") is made of May 5, 2021 (the "Effective Date") between Riverside Supportive Housing, L.P., a California limited partnership ("Partnership"), and Pavlo Surgay and Lyubov Surgay (collectively "Surgay"). The Partnership and Surgay are individually referred to herein as a "Party" and collectively as "Parties".

RECITALS

A. The Partnership owns the real property located at 2340 14th Street, Riverside, California, more particularly described on Exhibit A attached hereto and incorporated herein ("Partnership Property"). Surgay owns the real property located at 2290 Vasquez Place, Riverside, California, more particularly described on Exhibit B attached hereto and incorporated herein ("Surgay Property").

B. The Partnership intends to develop 93 units for low income senior households, plus two manager's units on the Partnership Property ("Project").

C. In connection with the development of the Project, the City of Riverside ("City") requires a street widening to accommodate a "knuckle" at the intersections of Eucalyptus Avenues and Vasquez Place as shown on Exhibit C ("Exhibit C") attached hereto and incorporated herein ("Street Widening"). As a result of the Street Widening, a portion of Eucalyptus Avenue will become closed off to the public and the City requires that such portion of Eucalyptus Avenue be vacated and transferred to Surgay ("Street Vacation"). The portion of Eucalyptus Avenue to be vacated is shown on Exhibit C ("Street Vacation Area").

D. The Partnership has agreed to perform the Street Widening. Surgay has agreed to the Partnership performing the Street Widening and has further agreed to the Street Vacation and agreed to accept the Street Vacation Area as part of the Surgay Property.

E. The Parties desire to enter into this Agreement, pursuant to which the obligations and rights relating to the Street Widening, the Street Vacation and the Street Vacation Area are set forth.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the Parties and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. Recitals. The recitals set forth above are true and correct.
2. Partnership Responsibilities. The Partnership's responsibilities for the Street Vacation and the Street Widening as it affects the Surgay Property are set forth on Exhibit D attached hereto and incorporated herein ("Partnership Responsibilities"). The Partnership shall complete the Partnership Responsibilities at its sole cost and expense. The Partnership shall have no other responsibilities or obligations for the Street Vacation and the Street Widening as it affects the Surgay Property except for the Partnership Responsibilities.
3. Surgay Responsibilities. Surgay's responsibilities for the Street Vacation and the Street Widening as it affects the Surgay Property are set forth on Exhibit E attached hereto and incorporated herein ("Surgay Responsibilities"). Surgay shall complete the Surgay Responsibilities and all other responsibilities and obligations for the Street Vacation, the Street Vacation and the Street Widening that are not the Partnership Responsibilities at its sole cost and expense.
4. Default. In the event a Party shall default in the performance of any obligation under this Agreement, a non-defaulting Party shall give written notice to the defaulting Party specifying: (a) the nature of the event or deficiency giving rise to the default, (b) the action required to cure the default, if any action to cure is possible, and (c) a reasonable amount of time, which shall not be less than thirty (30) calendar days from the receipt of the notice (except in the event of an emergency in which case no notice shall be required) by which such action to cure must be taken.
5. Remedies. Upon the occurrence of a default by a Party and a failure to cure said default within the time specified in the notice of default (if a notice is required) (an "Event of Default"), a non-defaulting Party may:
 - a. Bring an action in equitable relief (1) seeking the specific performance by the defaulting Party of the terms and conditions of this Agreement, and/or (2) enjoining, or abating any violation of said terms and conditions, and/or (3) seeking declaratory relief; or
 - b. Pursue any other remedy allowed at law in equity.

The Parties agree that, in any lawsuit by the Partnership seeking injunctive relief as a result of an Event of Default by Surgay, the harm suffered by the Partnership by reason of such Event of Default will be deemed to be irreparable for which the Partnership does

not have an adequate remedy at law. The Partnership will not be required to post a bond or other security in any action seeking to enforce the provisions of this Agreement by injunctive relief or other remedy.

6. Notices. All notices hereunder shall be in writing and shall be sufficient if sent by United States first class, certified mail, postage prepaid, or express delivery service with a receipt showing the date of delivery to the following addresses:

Surgay: Pavlo Surgay and Lyubov Surgay
2290 Vasquez Place
Riverside, CA 92507

Partnership: Riverside Supportive Housing, L.P.
c/o A Community of Friends
3701 Wilshire Boulevard, Suite 700
Los Angeles, CA 90010
Attn: Adriana Quiquix

Or delivery to any other address as either Party may have furnished in writing pursuant to the requirements of this Section as a place for service of notice. Any notice so mailed or delivered shall be deemed to have been given on the delivery date or the date that delivery is refused by the addressee, as shown on the return receipt.

7. Counterparts. If more than one individual or entity is executing this Agreement on behalf of a Party, this Agreement may be signed in several counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same instrument. The signature of a Party to any counterpart may be removed and attached to any other counterpart. Any counterpart to which is attached the signatures of all Parties shall constitute an original of this Agreement.

8. Assignment. The interests of a Party to this Agreement may only be assigned upon the written consent of the other Party and the investor limited partner of the Partnership, which consent shall not be unreasonably withheld.

9. Binding Upon Successors. This Agreement and all of its provisions shall incur to the benefit of and be binding upon the Parties and their respective successors and assigns and all covenants shall apply to and run with the land.

10. Amendment. This Agreement may not be amended except in writing executed by all Parties and approved by the investor limited partner of the Partnership.

11. Titles and Headings. The titles and article or paragraph headings are inserted only for convenience and are in no way to be construed as a part of this Agreement or as a limitation on the scope of the particular provisions to which they refer.

12. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

13. Further Assurances. Each Party agrees to perform, execute and deliver any further instruments reasonably necessary to evidence and carry out the provisions of this Agreement.

14. Termination. The parties agree that in the event the Partnership does not commence the Street Widening on or before 24 months after the date this Agreement is fully executed, this Agreement shall terminate automatically and each party shall be released from all obligations hereunder

Signatures on next page

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

PARTNERSHIP:

Riverside Supportive Housing, L.P.,
a California limited partnership

By: Supportive Housing LLC,
a California limited liability company,
its general partner

By: A Community of Friends,
a California nonprofit public benefit corporation,
its sole member/manager

By: 
Dora Leong Gallo, CEO

SURGUY:

Paul Surguy

Lyubov Surguy

SIGNATURES MUST BE NOTARIZED

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 the document.

State of California

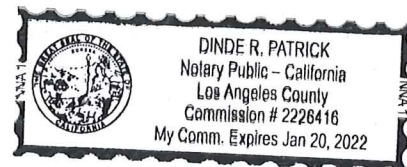
County of Los Angeles

On May 5, 2021 before me, Dinde R. Patrick, Notary Public, personally appeared Dina Leong Gallo 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 



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

PARTNERSHIP:


Riverside Supportive Housing, L.P.,
a California limited partnership

By: Supportive Housing LLC,
a California limited liability company,
its general partner


By: A Community of Friends,
a California nonprofit public benefit corporation,
its sole member/manager

By: _____
Dora Leong Gallo, CEO

SURGUY



Paul Surguy



Lyubov Surguy

SIGNATURES MUST BE NOTARIZED

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 the document.

State of California

County of Riverside

On April 22, 2021 before me, Irina A. Nyu personally appeared Paul Surguy and Luybov Surguy 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: 

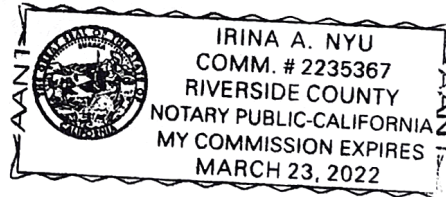


EXHIBIT A

Legal Description of Partnership Property

EXHIBIT "A"

All that certain real property situated in the County of Riverside, State of California, described as follows:

THAT PORTION OF LOT 19 OF CASTLEMAN'S ADDITION TO RIVERSIDE, IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 3, PAGE 19 OF MAPS, SAN BERNARDINO COUNTY RECORDS, THAT LIES NORTHEASTERLY OF THAT PORTION OF SAID LOT CONDEMNED BY THE CITY OF RIVERSIDE, A CERTIFIED COPY OF FINAL DECREE OF CONDEMNATION BEING RECORDED NOVEMBER 30, 1942 IN BOOK 559, PAGE 497 OF OFFICIAL RECORDS, RIVERSIDE COUNTY RECORDS.

Assessor's Parcel Number: 221-132-020-1

EXHIBIT B

Legal Description of Surgay Property

EXHIBIT A

LEGAL DESCRIPTION

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

LOT 80 OF WOODLAWN PARK TRACT UNIT NO. 3, IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 31 PAGES 99-100 OF MAPS, IN THE OFFICE OF COUNTY RECORDER OF SAID COUNTY.

APN: 221-132-001-4

EXHIBIT C

Street Vacation & Driveway Exhibit

22290 VASQUEZ PLACE

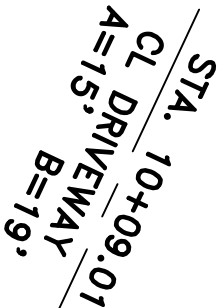


EXHIBIT D

Partnership's Responsibilities

1. Eucalyptus Street Vacation Request

- *Applications and fees to the City of Riverside*
- *Fees incurred for professional services associated with the vacation request*
- *Street Improvement Plan preparation and plan review fees*
- *All off-site bonding and insurances associated with the street work*
- *Selection and retention of a contractor with a Class A license, allowing work within the public right of way*
- *All public work inspections and final sign off.*

2. Construction Items in the field – The scope highlighted in Exhibit C is limited to the knuckle and driveway area adjacent to the knuckle and is further described below.

- *Remove and realign the curb and gutter and portions of the cross gutter on Vasquez Place per Exhibit C.*
- *Remove and replace portions of the public sidewalk along Vasquez and Eucalyptus to accommodate the new knuckle design.*
- *Remove and replace affected landscape within the public right of way along property frontage. Could include street trees and placement will be determined by the City's Forester.*
- *Construct a new driveway approach per City of Riverside Standards, assume width to be 15' wide unless revised by City staff during plan review process. This private driveway will serve only 2290 Vasquez Place.*
- *Install any street lights that may, or may not be in front of 2290 Vasquez Place. Final locations to be determined by the City of Riverside.*
- *Remove and replace asphalt concrete (AC) paving on the east half of Eucalyptus.*
- *Install a 6' tall decorative block wall and cap entirely on the Partnership Property's site and along the new W'ly property line created by the Vasquez Street vacation*
- *Any and all erosion and traffic control required by the City and the Contractor's means and methods for construction*
- *Install an under sidewalk drain to convey water from the existing curb and gutter on the vacated Eucalyptus Street to the N'ly.*
- *Existing water meter on Vasquez Place in front of the Surgay Property to be relocated*
- *Existing tree on Vasquez Place in front of the Surgay Property to be removed*
- *Existing mailbox for the Surgay Property to be relocated*

EXHIBIT E

Surguy's Responsibilities

- *To cooperate with the Partnership and construction team on-site to provide access, as needed, to the areas highlighted in Exhibit C, including the street to be vacated, with reasonable notice provided by the Partnership, in order to complete the work described in Exhibit C and further detailed in Exhibit D.*
- *Any extension or addition to any fencing along the North or South sides of the Eucalyptus Street vacation.*
- *Any removal of asphalt, curb & gutter or sidewalk along the vacated portion of Eucalyptus Street.*
- *Any changes to the private irrigation system on 2290 Vasquez Place*