

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

Huntington Park 607, L.P.
c/o USA Huntington Park 607, Inc.3200 Douglas Blvd., Suite 200
Roseville, CA 95661

(Space Above for Recorder's Use Only)

AMENDMENT TO AGREEMENT REGARDING PARKING EASEMENT

This Amendment to Agreement Regarding Parking Easement (this "Amendment") dated as of December ____, 2018 is entered into by and between Huntington Park 607, L.P., a California limited partnership, as grantor (the "Owner"), and the City of Huntington Park, a municipal corporation (the "City"), with respect to the following recitals of facts:

RECITALS

A. Owner is the successor in interest to City Housing-Rugby Associates, L.P., a California limited partnership ("Rugby"). Rugby and the City previously entered into that certain Agreement Regarding Parking Easement dated May 1, 2013 (the "Easement Agreement"), which Easement Agreement was recorded in the Official Records of the Los Angeles County Recorder's Office, Los Angeles County, California on **May 8, 2013** as Instrument No.20130691999, pursuant to which Rugby granted a perpetual and exclusive easement to the City for parking over the property as legally described herein and attached hereto as Exhibit A.

B. Owner and City hereby agree to amend that certain Easement Agreement in order to permit Owner to have the exclusive right to use fifty (50) parking spaces pursuant to the terms and conditions of this Amendment (the "Parking Area").

NOW, THEREFORE, for and in consideration of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Amendment of Easement. Owner and City do hereby amend the easement granted under the Easement Agreement for the exclusive use by the Owner of the Parking Area of fifty (50) parking spaces (which parking spaces shall be contiguous) for parking only and no other purposes whatsoever other than purposes retained by Owner in the Easement Agreement. Owner shall have the exclusive right to use the Parking Area twenty-four (24) hours a day, three hundred sixty-five (365) days a year. City shall take no action which would interfere with the Owner's access to, and use and enjoyment of, the Parking Area. Owner shall make regular payments to the City, its designee or any contractor hired by the City at the rate of \$3 per day per parking space (\$54,750 per year) commencing upon the initial occupancy of the Commercial Space during the term of this Agreement. The annual rate shall increase 3% annually beginning in the third year of this Amendment.

Owner shall make a payment to City, its designee or any contractor hired by the City on the first (1st) calendar day of each month in which payment is due, or such other date as agreed upon the by the Owner and the City, its designee or any contractor hired by the City.

2. Term. The term of this Amendment shall commence on December _____, 2018 and end on December ____, 2028 ("Term"), unless terminated sooner by mutual consent or termination for cause. Either party may terminate this Amendment, in whole or in part, immediately "for cause" if either party fails or is unable to meet or perform any of its duties under this Amendment, and this failure is not cured within thirty (30) days following notice of default. In the event Owner secures a new tenant during the term of this Amendment, Owner must secure the City's written consent to maintain Owner's right to use the Parking Area. City may terminate this Amendment "for cause" if Owner secures a new tenant without receiving City's prior written consent.

3. Surrender of Premises. Upon termination of this Amendment, Owner shall surrender the Parking Area in good order, condition and repair, ordinary wear and tear excepted. With thirty (30) days of the termination date, Owner shall remove any and all equipment, signs, and improvements of Owner in the Parking Area (except for equipment and improvements allowed pursuant to the Easement Agreement") as may be requested by the City and repair any damage caused by Owner's removal of its equipment, signs and improvements.

4. Subletting and Assignment. Owner shall not assign nor sublet its right to use the Parking Area without the City's prior written consent. Notwithstanding the following, the City may assign its rights under this Amendment to Huntington Park CSF LLC, a California limited liability company, who shall master lease the Commercial Space from the Owner.

5. Maintaining the Parking Area. Owner agrees to maintain the Parking Area in compliance with all applicable sanitation laws. Owner agrees to clean the Parking Area and remove all litter, trash, cans, bottles, etc., from the Parking Area on a daily basis Monday through Friday, holidays excluded. Owner agrees to power wash the Parking Area once a month.

6. Installation of Push Bars and New Entry Gate and General Repairs. Owner shall install push bars and a new entry gate to the Parking Area with an automatic remote controller opener within ninety (90) days of the approval of this Amendment. Owner shall repair all pedestrian gates and signage, and shall repair existing electrical lighting in the Parking Area within ninety (90) days of the approval of this Amendment.

7. Alterations and Repairs. Owner, at its own costs, shall have the authority to make necessary repairs and alterations within the Parking Area.

8. Security. Owner at all times during the term of this Amendment shall use commercially reasonable efforts to maintain security measures appropriate to reasonably protect the Parking Area and any and all guests and visitors in the Parking Area, provided, however, Owner shall have no obligation to provide any security outside normal business hours of any tenant of the Commercial Area. The City shall have no responsibility to provide for, or monitor, the safety of anyone using the Parking Area. Nothing in this Section 8 shall serve as a representation or warranty about the safety or the Parking Area nor shall Owner have any liability to the City or any other party for the negligent or criminal actions of any party in, about or on the Parking Area.

9. Indemnification. Owner shall protect, defend, indemnity and hold harmless City, its employees, elected officials, agents and representatives from any and all claims,

demands, losses, costs, liabilities and damages arising out of Owner's use or occupation of the Parking Area, including, without limitation, the acts or omissions of Owner, its agents, employees, invitees, or any other person; any breach by Owner of any provision of this Amendment; or the conduct of Owner's business or anything else done or permitted by Owner to be done in or about the Parking Area.

10. Ratification. Owner and City hereby ratify and confirm all of the terms and conditions of the Easement Agreement as amended hereby. All references in the Easement Agreement and in this Amendment to "Agreement" shall be deemed references to the Agreement as amended by this Amendment.

11. No Conflicts. In the event of any conflict or inconsistency between any provision of this Amendment and any provision of the Easement Agreement, this Amendment shall govern and control.

12. Notices. Any notice and other communication hereunder shall be in writing and shall be deemed to have been duly given upon receipt if (i) hand delivered personally, (ii) mailed by certified mail, postage prepaid, return receipt requested, (iii) sent by Federal Express or other express carrier, fee prepaid, (iv) sent via facsimile with receipt confirmed, or (v) sent via electronic email with receipt confirmed, provided that such notice or communication is addressed to the parties at their respective addresses below:

City: City of Huntington Park, a municipal corporation
Attn: Ricardo Reyes, City Manager
6550 Miles Avenue
Huntington Park, California 90255

Owner: Huntington Park 607, L.P.
c/o Riverside Charitable Corporation
Attn: Executive Director
14131 Yorba Street
Tustin, California 92780

USA Huntington Park 607, Inc.
c/o USA Properties Fund, Inc.
Attn: Geoffrey C. Brown
3200 Douglas Blvd., Suite 200
Roseville, California 95661

Any party may change the person and address to which notices or other communications to it hereunder are to be sent by giving written notice of any such change to the other party in the manner provided in this Section.

13. Headings. Headings in this Amendment are for convenience only and shall not be used to interpret or construe its provisions.

14. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

15. Incorporation of Agreement. Except as expressly amended herein, the remainder of the Easement Agreement shall remain in full force and effect, and is deemed incorporated into

this First Amendment in its entirety by this reference. The First Amendment and the Easement Agreement contain the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. If any portion of this First Amendment is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

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IN WITNESS WHEREOF, the parties have executed this Amendment as of this of ____ day of December, 2018.

CITY:

CITY OF HUNTINGTON PARK,
a municipal corporation

By: _____
Name: _____
Its: _____

OWNER:

HUNTINGTON PARK 607, L.P.,
a California limited partnership

By: Riverside Charitable Corporation,
a California nonprofit public benefit corporation
Its Managing General Partner

By: _____
Kenneth S. Robertson
President

By: USA Huntington Park 607, Inc.,
a California corporation
Its Administrative General Partner

By: _____
Geoffrey C. Brown,
President and Chief Executive Officer

By: Oldtimers Housing Development Corporation IV,
a California nonprofit public benefit corporation
Its Supervising General Partner

By: _____
Martin Nava
Chief Operating Officer

EXHIBIT A
LEGAL DESCRIPTION

(attached)

4821-9106-4961, v. 1

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