

AGREEMENT REGARDING WILLOW MOBILE HOME PARK

THIS AGREEMENT is entered into this _____ day of _____, 2019 (the "Effective Date"), by and between the CITY OF SAN PABLO, a California municipal corporation (hereinafter referred to as the "City") and CREEKSIDE VILLAGE MHC, LLC, a Delaware limited liability company (hereinafter referred to as "Creekside") with reference to the following:

Recitals

A. Creekside is in the process of purchasing certain real property (the "Site") located in the City of San Pablo, County of Contra Costa, State of California, legally described in the attached Exhibit A. The Site is currently improved and operated as a mobile home park known as the Willow Mobile Home Park. The Site, as improved, is hereinafter referred to as the "Willow MHP."

B. The Willow MHP is the subject of a lease between the City and the current owner thereof (the "Master Lease") pursuant to which the City subleases individual mobile home spaces or a City-owned mobile home and space to tenant occupants of the Willow MHP (the "Subleases").

C. Creekside desires to continue operating the Willow MHP in place of the City. The City desires to terminate the Master Lease to allow Creekside to operate the Willow MHP in its place upon certain conditions.

Agreements

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the City and Creekside hereby agree as follows:

1. Use of the Willow MHP. From and after the date of close of escrow for Creekside's acquisition of title to the Willow MHP ("Closing Date"), Creekside shall:

- a. Continue to use and operate the Willow MHP as a mobile home park through December 31, 2024, and to allow tenants in occupancy on the Closing Date to remain through December 31, 2024, if they desire to do so, as long as they are not in default under their lease agreement;
- b. Continue to operate the Willow MHP as a senior community if, on the Closing Date, 80% of the tenants in occupancy are 55 or more years old;
- c. Ensure that with respect to the tenants in occupancy on the Closing Date, rent increases are limited as follows:
 - (i) There will be no rent increase during the first twelve (12) month period following the Closing Date ("Creekside Ownership Year

1"); provided, however, that a lease with a one (1) year term and a rental rate of \$995.00 shall be established for the current park manager, who resides in a City-owned mobile home rent free, with such lease to commence not earlier than sixty (60) days from the Closing Date;

- (ii) There may be a rent increase limited to \$110 per month during the next twelve (12) month period following Creekside Ownership Year 1 ("Creekside Ownership Year 2");
 - (iii) There will be no rent increase during the next twelve (12) month period following Creekside Ownership Year 2 ("Creekside Ownership Year 3"); and
 - (iv) Beginning on and after the last day of Creekside Ownership Year 3 (subject to 90 days' written notice to tenants for each rent increase as required by Civil Code section 798.30), there may be periodic rent increases to the then-existing rent in an amount equal to the greater of (a) 3% or (b) the increase in the Consumer Price Index for all Urban Consumers for the San Francisco, Oakland, Hayward Area as published by the Bureau of Labor Statistics ("CPI") based on the CPI in effect 12 months prior to the date of Creekside's notice of rent increase (base year) and the CPI in effect on the date of Creekside's notice of rent increase; provided, however, that the maximum increase in rent during a calendar year shall not exceed 8%;
- d. Ensure that there shall be a program in place to provide a 10% discount on rent to tenants whose rent exceeds 40% of their household income, provided, however, that the program may be limited to a maximum of 10% of the tenants in the Willow MHP;
 - e. Ensure that tenants in occupancy on the Closing Date shall be entitled to terminate their tenancy upon the giving of written notice to Creekside not less than thirty (30) days before vacating the tenancy; and
 - f. Ensure that tenants in occupancy of resident owned mobile homes on the Closing Date shall be entitled to sublet their premises for any reason for periods not to exceed twelve (12) months.

2. New Leases with Existing Tenants. Creekside shall offer new leases to each tenant that will be in occupancy on the Closing Date, and the new leases shall include the tenant protection provisions set forth in Section 1 hereof, and be substantially in the form attached hereto as Exhibit B (with tenants who lease a combined mobile home and space utilizing the lease form attached hereto as Exhibit B-1). The foregoing new tenant leases shall become effective following their full execution and termination of the Master Lease. Immediately following the Effective Date of this Agreement, Creekside shall deliver copies of the new leases to each tenant that will be in occupancy on the Closing Date with a cover letter approved by the City explaining Creekside's proposed acquisition of the Willow MHP and the purpose of the new

leases. Creekside shall make good and diligent efforts to obtain, prior to the Closing Date, signed new leases from all of the tenants that will be in occupancy on the Closing Date. Creekside shall provide the City with regular reports concerning the progress of obtaining new leases from the tenants and shall keep the City apprised of the estimated Closing Date. Not earlier than two (2) days prior to the estimated Closing Date, City shall deliver to the escrow established for Creekside's acquisition of the Willow MHP an assignment of the existing leases of spaces or homes/spaces at Willow MHP and any related security deposits held by the City ("Assignment of Leases") in the form attached hereto as Exhibit E. The Assignment of Leases shall be provided to Creekside by escrow at Closing.

3. Agreement Containing Covenants. Creekside and the City shall, concurrently with the execution of this Agreement, execute the Agreement Containing Covenants, substantially in the form attached hereto as Exhibit C. Concurrently with the delivery into escrow of the Assignment of Leases pursuant to Section 2, the City shall deliver the executed Agreement Containing Covenants to escrow with instructions that it be recorded immediately following recordation of the grant deed conveying title to the Willow MHP to Creekside.

4. Termination of Master Lease; Bill of Sale for City-Owned Mobile Homes. Upon execution of this Agreement, the City shall execute a Mutual Release and Termination of Lease fully and completely terminating the Master Lease ("Lease Termination"), substantially in the form attached hereto as Exhibit D and a Bill of Sale for the six (6) City-owned mobile homes at Willow MHP ("Bill of Sale") in the form attached hereto as Exhibit F. Concurrently with the delivery into escrow of the Assignment of Leases pursuant to Section 2, the City shall deliver the executed Lease Termination and Bill of Sale to escrow with instructions to record said Lease Termination upon recording the grant deed conveying title to the Willow MHP to Creekside and to deliver the Bill of Sale to Creekside.

5. Indemnification. Creekside is an experienced mobile home park operator and currently operates a mobile home park in the City of San Pablo across the street from the Willow MHP. Creekside agrees, from and after the Closing Date, that it will defend, indemnify, protect and hold harmless the City and its officers, beneficiaries, employees, agents, attorneys, representatives, legal successors and assigns ("Indemnitees") from, regarding and against any and all liabilities, obligations, orders, decrees, judgments, liens, demands, actions, claims, losses, damages, fines, penalties, expenses, or costs of any kind or nature whatsoever, together with fees (including, without limitation, reasonable attorneys' fees and experts' and consultants' fees), which arise out of Creekside's operation or discontinued operation of the Willow MHP. Creekside further agrees that it will defend, indemnify, protect and hold harmless the Indemnitees from, regarding and against any and all liabilities, obligations, orders, decrees, judgments, liens, demands, actions, claims, losses, damages, fines, penalties, expenses, or costs of any kind or nature whatsoever, together with fees (including, without limitation, reasonable attorneys' fees and experts' and consultants' fees), whenever arising, resulting from, arising out of or based upon the City's termination of its Master Lease pursuant to this Agreement. Creekside acknowledges and agrees that the defense, indemnification, protection and hold harmless obligations of Creekside for the benefit of the City set forth herein are a material element of the consideration to the City for the performance of its obligations under this Agreement, and that the City would not have entered into this Agreement unless Creekside's obligations were as provided for herein.

6. Notices, Demands and Communications Between the Parties. Formal notices, demands and communications between the City and Creekside shall be in writing and sent to the following addresses by one or more of the following methods:

a. Addresses/Fax Numbers

City: City of San Pablo
13831 San Pablo Avenue, Bldg. 1
San Pablo, CA 94806
Attention: City Manager
Telephone: (510) 215-3016
Fax Number: (510) 215-3011

Creekside: Creekside Village MHC, LLC
6653 Embarcadero Drive, Suite C
Stockton, CA 95219
Attention: Bruce Davies
Telephone: (209) 932-8747
Fax Number: (209) 451-1297

With Copy to: Freeman Firm
1818 Grand Canal Blvd
Stockton, CA 95219
Attn: Michael Gurev
Telephone: (209) 474-1818
Fax Number: (209) 474-1245

b. Methods

(1) Certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid, in the United States mail; or

(2) A nationally recognized overnight courier, by priority overnight service, in which case notice shall be deemed delivered one (1) business day after deposit with that courier; or

(3) Hand delivery with signed receipt for delivery from a person at the place of business of the receiving party and authorized to accept delivery for the receiving party, in which case notice shall be deemed delivered upon receipt; or

(4) Facsimile transmission, if a copy of the notice is also sent the same day by United States certified mail, in which case notice shall be deemed delivered one (1) business day after the facsimile transmission, provided that a transmission report is automatically generated reflecting the accurate transmission of the notice to the receiving party at the fax number specified in paragraph a. above.

7. Conflicts of Interest. No member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested.

8. Applicable Law. The laws of the State of California, other than its choice of law provisions, shall govern the interpretation and enforcement of this Agreement.

IN WITNESS WHEREOF, the City and Creekside have executed this Agreement as of the date first above written.

CITY OF SAN PABLO

By _____
R. Matt Rodriguez, City Manager

"CITY"

CREEKSIDE VILLAGE MHC, LLC

By Brian Davis _____

By _____

"CREEKSIDE"

EXHIBIT A
LEGAL DESCRIPTION OF THE SITE

[TO BE INSERTED]

EXHIBIT B

FORM OF NEW LEASE WITH EXISTING TENANTS

[ATTACHED]

WILLOW MOBILE HOME PARK
2558 WILLOW ROAD
SAN PABLO, CA 94806

LONGTERM LEASE

THIS AGREEMENT WILL BE EXEMPT FROM ANY ORDINANCE, RULE, REGULATION, OR INITIATIVE MEASURE ADOPTED BY ANY LOCAL GOVERNMENTAL ENTITY WHICH ESTABLISHES A MAXIMUM AMOUNT THAT PARK MAY CHARGE RESIDENT FOR RENT SUBJECT TO CIVIL CODE SECTION 798.17.

This rental agreement (hereinafter referred to as "Agreement" or "lease") made and executed this ____ day of _____, 20____, between Creekside Village MHC, LLC, a Delaware limited liability company (hereinafter designated the "Park") and _____ (hereinafter collectively designated as the "Resident"), consists of the following agreements:

1. **DEFINITIONS:** The following definitions will apply in this lease unless otherwise hereinafter:
 - A. **"Mobile Home":** For purposes of this lease, the term "mobilehome" shall be as defined by the statutes of the State of California, and shall include a manufactured home.
 - B. **"Space Rent":** The rent paid by the Resident for the use of the space in the Park.
2. **TERM:** Park leases to Resident the premises known as mobilehome site or space No. _____, at 2558 Willow Road, San Pablo, CA 94806 (hereinafter "said premises") in the Willow Mobile Home Park to be used by Resident as his residence and no other purposes for the term of _____ (____) years (____ months), commencing on the ____ day of _____, 20____, and expiring on December 31, 2024 ("Initial Term").
3. **RENT:** Resident agrees to pay Park as space rent hereinafter collectively designated as "beginning rent" for said premises the sum of _____ dollars (\$_____) per month beginning _____, 2019. Rent may be increased under this Lease as follows:

LONGTERM LEASE

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Resident Initials

- A. There will be no rent increase during the first twelve (12) month period following Park's acquisition of the Willow Mobile Home Park ("Park Ownership Year 1").
 - B. There may be a rent increase limited to \$110.00 per month during the next twelve (12) month period following Park Ownership Year 1 ("Park Ownership Year 2").
 - C. There will be no rent increases during the next twelve (12) month period following Park Ownership Year 2 ("Park Ownership Year 3").
 - D. Beginning on and after the last day of Park Ownership Year 3 (subject to 90 days' written notice to Resident for each rent increase as required by Civil Code Section 798.30), there will be periodic rent increases to the then-existing space rent in an amount equal to the greater of (i) 3% or (ii) the increase in the Consumer Price Index for all Urban Consumers for the San Francisco, Oakland, Hayward Area as published by the Bureau of Labor Statistics ("CPI") based on the CPI in effect 12 months prior to the date of Park's notice of rent increase (base year) and the CPI in effect on the date of the Park's notice of rent increase. However, the maximum increase in rent each calendar year shall not exceed 8%.
 - E. Notwithstanding the foregoing, in the event of a termination of Resident's tenancy or any transfer of title to the mobilehome located at the premises or upon execution of a new rental agreement by a purchaser of said mobilehome and the creation of a new tenancy, Park may increase rents to an amount in Park's sole discretion which represents the fair rental value of the premises.
4. **SECURITY DEPOSIT:** Park and Resident hereby acknowledge that Park is holding a security deposit in the amount of _____, which is given to secure the faithful performance by Resident of all the terms, conditions, and covenants of this Lease by Resident during the Term. Resident agrees that upon the occurrence of an event of default under this Lease, the deposit may, at the option of Park, be applied to any damages suffered by Park as a result of the event of default.
5. **UTILITIES:** Water, sewer service, and centralized garbage collection are included in rent, but Park reserves the right to separately itemize and bill Resident monthly for these as allowed by Civil Code §798.41 at any time during the term of this lease and with a corresponding reduction in rent. All other utilities are the sole and direct responsibility of Resident to arrange for and pay directly to the utility provider.
6. **FACILITIES:** The following facilities will be provided by Park during the term of this Agreement unless modified or changed as provided by law: Coin-operated laundry and seasonally heated swimming pool. A storage facility is available on a first-come, first-served basis for additional charges, and a separate agreement is required.

LONGTERM LEASE

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Resident Initials

7. **SERVICES:** The following services will be provided by Park during the term of this Agreement, unless modified or changed as provided by law: Resident Management.
8. **PAYMENT OF RENT:** Payment of rent is due on the first day of each month in advance at the Park office without any set-off, counterclaim, or deduction whatsoever. A late charge of \$25.00 will be imposed if rent is not paid by the sixth of the month. This charge does not, in any way, relieve Resident of his obligation to pay rent by the first of the month and is deemed a reasonable incidental service charge levied to cover the costs of additional accounting and collection expenses. Additionally, there will be a \$25.00 handling charge on all checks dishonored by Resident's bank for any reason.

It is hereby agreed between the parties that the actual amount of costs and/or damage to Park with regard to a late payment is difficult or impractical to fix, and both parties hereto agree to regard Park's damages for late payment as equal to the amount stated herein.

9. **THE MOBILEHOME RESIDENCY LAW:** Attached hereto, marked Exhibit "A", and by this reference made a part of this Agreement as though set forth in full at this place, is a copy of the current *THE MOBILEHOME RESIDENCY LAW*, and by signing this Agreement, Resident acknowledges that he has received a copy of that law.
10. **RULES AND REGULATIONS:** Attached hereto marked Exhibit "B", and by this reference made a part of this Agreement as though set forth in full, is a copy of the present Rules and Regulations of the Park. Resident agrees to comply with all such rules and regulations and such additional rules and regulations as may be promulgated from time to time in accordance with state law. Resident, by signing this Agreement, acknowledges receipt of those Rules and Regulations.
11. **RESPONSIBILITY OF THE PARK:** It is the responsibility of the Park to provide and maintain the physical improvements set forth above and the common areas in good working order and condition and with respect to a sudden or unforeseeable breakdown or deterioration of the improvements the management shall have a reasonable period of time to repair the sudden or unforeseeable breakdown or deterioration and bring the improvements into good working order and condition after management knows or should have known of the breakdown or deterioration. For purposes of this subdivision, a reasonable period of time to repair a sudden or unforeseeable breakdown or deterioration shall be as soon as possible in situations affecting a health or safety condition, and shall not exceed 30 days in any other case except where exigent circumstances justify a delay.
12. **AMENDMENT TO RULES AND REGULATIONS:** Rules and Regulations may be amended at any time with your written consent. If you do not consent, amendment shall take

place six (6) months after written notice to you of the change, unless the change is made pursuant to Civil Code §798.25(d), in which case only a Sixty (60) Day Notice is required. The park will meet and consult with you about any changes or amendments as provided by law. Amendments pertaining only to Rules and Regulations applicable to recreational facilities shall become effective sixty (60) days after written notice to you of the change.

13. **ENTRY UPON RESIDENT'S SPACE:** Resident hereby acknowledges that the Park has the right of entry upon said premises to maintain utilities or in case of emergency. Management may charge a reasonable fee for services relating to maintenance of the land and premises upon which a home is situated if Resident fails to maintain the land and premises in accordance with park rules and regulations after written notice to Resident and Resident's failure to comply within fourteen (14) days.
14. **TERMINATION OF TENANCY:** The tenancy created hereby may be terminated by the Resident only upon the giving of written notice to the Park not less than thirty (30) days before vacating the tenancy, and the actual physical removal of Resident's mobilehome within said thirty (30) day period.
15. **REMOVAL ON SALE:** Park may, at its option, exercise its rights under the Mobilehome Residency Law to require removal of the mobilehome upon resale to a third party, under the conditions specified therein.
16. **ASSIGNMENT OR SUBLETTING:** Resident may sublet the demised premises for any reason for periods not to exceed twelve (12) months. Any other subleasing will be void, and deemed a violation of this Lease and the Rules and Regulations of the Park. Any purported assignment of this Lease will be void, considered a violation of the Rules and Regulations of the Park, and constitute grounds for termination of tenancy pursuant to Civil Code Section 798.56(d).
17. **USE PROHIBITED:** Resident shall not use or permit the demised premises or any part thereof to be used for any purpose other than a personal and actual residence for the persons listed above. No other person may make his or her permanent residence at the premises without the prior written consent of the Park. Such consent may be granted or withheld in the Park's sole discretion and depending upon availability of existing facilities to handle the number of permanent Residents in the Park.
18. **FIXTURES:** All fixtures including but not limited to plants, shrubs, and trees planted on the premises as well as all structures including fences embedded in the ground, black top or concrete, shall become the property of the Park and shall not be removed by the Resident without prior written consent of the Park. However, subject to Park's responsibilities under Civil Code §798.37.5, Resident, at Resident's sole expense, shall maintain, replace, remove or repair as needed all such plants, shrubs, trees and

structures and damage caused by such structures during the term of the tenancy, whether or not such item was planted or installed by Resident or a prior Resident, or by Park.

19. **HOLDING OVER:** Any holding over by the Resident at the expiration of the Initial Term hereof with the actual or implied consent of the Park, shall be deemed to be a month-to-month tenancy on the same terms and conditions of this Agreement, except that Park may increase rents without regard to the provisions of Paragraph 3 hereof.
20. **RENEWAL OF THIS AGREEMENT:** This Agreement can be extended only upon the written agreement of the Park and Resident.
21. **SERVICE OF NOTICES:** Resident understands that any notice terminating his tenancy must be given to him in writing in the manner described by §1162 of the California Code of Civil Procedure. However, as additional consideration of the execution of this Agreement, Resident agrees that any service of any other notice upon him, including but not limited to, a notice of rent increases, notice of non-compliance with Park rules and regulations, notice of termination of this Agreement and notice of any meeting to discuss amendments to Park rules and regulations, standards for maintenance and physical improvements in the Park, etc., will have been duly and validly effected if a notice is mailed to the Resident at his address in the Park via first-class United States mail, postage prepaid. Resident agrees that any notice served upon him in this manner shall be deemed served two (2) days subsequent to its mailing. Resident also agrees that service of future copies of the Mobilehome Residency Law may be served in the same manner.
22. **WAIVER:** The waiver by Park of or the failure of Park to take action in any respect by any breach of any term, covenant, or condition herein contained, shall not be deemed to be a waiver of such term, covenant or condition herein contained. The subsequent acceptance of rent by Park shall not be deemed to be a waiver of any preceding breach by Resident of any term, covenant or condition of this covenant other than the failure of Resident to pay the particular rent so accepted, regardless of Park's knowledge of such preceding breach at the time of accepting such rent and whether or not the breach is continuing in nature.
23. **WAIVER OF LIABILITY:** The Park shall not be liable to Resident or his or her family for any damage by or from any act or negligence of any residents or their guests, or by any owner or occupant of adjoining or contiguous mobilehomes. Residents shall pay for all damage to the Park and space, as well as all damages to other residents, their guests and families thereof caused by the Resident or his or her family's or guest's negligence or misuse of the Park.
24. **INSPECTION OF PREMISES AND APPROVAL:**

- (A) By signing this Agreement Resident acknowledges that Resident has carefully inspected the space to be rented and all the Park's facilities and has found them to be in every respect to be as represented by Park to Resident, whether orally or in writing, and completely satisfactory to Resident.
- (B) If at any time Resident believes that there exists a deficiency in the maintenance, repair, or upkeep of the common areas or utility systems of the park, Resident agrees to notify Park, as soon as reasonably practicable, in writing, of the specific nature of such deficiency, and to request that such deficiency be remedied. For purposes of this Agreement, "common areas or utility systems" shall be defined as those items for which Park is responsible for maintenance as specified in California Civil Code §798.15(d) including, but not limited to, the items listed in Paragraph 6, above, and the utility systems up to and including the utility pedestal on Resident's space.
- (C) Upon receipt of the written notice specified in Paragraph 24 (b), above, Park shall have 45 days to investigate same and, if necessary, remedy the deficiency. On or before the expiration of said 45-day period, Park shall notify Resident, in writing, of the results of its investigation and the status of any remedial work done or to be done.
25. **TIME OF THE ESSENCE:** Time is of the essence of this Agreement.
26. **SAVINGS CLAUSE:** Each provision of this Agreement is separate and distinct and individually enforceable. In the event any provision is declared to be unlawful, the enforceability of all other provisions shall not be affected.
27. **INDEMNIFICATION:** Park shall not be liable for any loss, damage, or injury of any kind whatsoever to the person or property of any Resident or any of the employees, guests, invitees, permittees or licensees of any Resident, or of any other person whomsoever, caused by any use of the Park or homesite, or by any defect in improvements erected thereon, or rising from any cause whatsoever, unless resulting from the negligence or willful act of Park. Resident acknowledges that Park is not a "security park". Park makes no representation that the park is secure from theft or any other criminal act perpetrated by any Resident or other person.
28. **CAPTIONS, ET AL.:** The captions of the various articles and paragraphs of this Agreement are for convenience and ease of reference and do not define, limit, augment or describe the scope, content, or intent of this Agreement or any of its parts. Additionally, the neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the neuter and masculine, and each includes a corporation, partnership or other legal entity when the context so requires

and the singular number includes the plural whenever the context so requires.

29. **RESIDENT'S ACKNOWLEDGMENT OF CIVIL CODE §798.17:** If Resident already has tenancy rights at Willow Mobile Home Park under a different rental or lease agreement at the time this Agreement is signed, the following apply:

Resident specifically acknowledges that he has been provided with at least thirty (30) days to accept or reject this Lease. Resident further acknowledges that he is aware that he may void this agreement by notifying Park in writing within 72 hours of Resident's execution hereof, as permitted by California Civil Code §798.17.

Resident further acknowledges that he/she has been offered a Rental Agreement for the premises aforescribed herein for a term of one year, or such lesser period as Resident may request, and that Resident has mutually agreed with Park to the terms hereof.

30. **ESTOPPEL CERTIFICATE:** Within ten (10) days after written notice, Resident agrees to execute and deliver an Estoppel Certificate in the form submitted by Park, acknowledging that this Agreement is in full force and effect, specifying any modifications to the agreement agreed to by Park and Resident and acknowledging whether or not Park is in compliance with its obligations hereunder. Failure of Resident to execute and return said Estoppel Certificate within ten (10) days after presentation of same to Resident shall be deemed Resident's acknowledgment that the Certificate as submitted by Park is true and correct and may be relied upon by any lender, purchaser, or other interested party.

31. **MECHANICS LIENS:** If any lien is placed upon the Leased Premises or any improvement thereon by reason of work undertaken by or at the request of Resident, Resident, within ten (10) days from recordation of said lien, shall cause the same to be discharged or released by posting of a bond. Resident shall defend and indemnify and hold Park harmless against all liability or claims arising out of any work or installation caused to be performed by Resident on the Leased Premises. In the event Resident fails to so act, Park may, but shall not be required to, pay all such sums as are required to cause the release of such lien and deliver to Resident written notification of such payment and Resident shall pay said sum to Park within five (5) days of receipt thereof.

32. **IMPORTANT NOTICE TO ALL MANUFACTURED HOME/MOBILEHOME OWNERS:** Attached hereto and marked Exhibit "C", and by this reference made a part of this Agreement as though set forth in full at this place, is a copy of the IMPORTANT NOTICE TO ALL MANUFACTURED HOME/MOBILEHOME OWNERS: CALIFORNIA LAW REQUIRES THAT YOU BE MADE AWARE OF THE FOLLOWING document as required by Civil Code §798.15(i). Resident, by signing this Agreement, acknowledges receipt of that Notice.

33. **PARK CLOSURE/CHANGE OF USE:** Park agrees not to close the mobilehome park or change the use of the park during the Initial Term of this lease agreement, and further agrees to operate as housing for older persons during the Initial Term of this lease agreement. After the Initial Term of this Lease Agreement has expired, Park reserves the right to close or change the use of the Park, or to modify any limitation based upon age for qualification for residency in the Park. This lease is subject to an Agreement Containing Covenants between the City of San Pablo and the ownership of the Park, dated _____, 2019, a copy of which is attached here and marked Exhibit ____.
34. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement between the parties. No promise, representation, warranty or covenant, whether written or oral, not included in this Agreement has been or is relied on by either party. Each party has relied on his own examination of this Agreement, a counsel of his own advisors, and the warranties, representations and covenants in the Agreement itself. Failure or refusal of either party to inspect the premises or improvement, to read the Agreement or other documents, or to obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention, or claim that might have been based on such reading, inspecting or advice. Additionally, in any interpretation of this Agreement, it shall be deemed that this Agreement and its exhibits were written by both parties. This Agreement can be amended only in writing by mutual agreement of the parties, or by Park where allowed by law.
35. **ZONING AND USE PERMIT:** Willow Mobile Home Park is a legal, nonconforming use in zone R-3, and operates under an annual permit issued by the California Department of Housing and Community Development as well as City of San Pablo Conditional Use Permit #1194.

Resident and each of them acknowledge that they have read, understood and received copies of this Agreement and all attachments hereto and agree to be bound by its terms and conditions.

Notice: Pursuant to §290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either an address at which the offender resides or the community of residence and ZIP Code in which he or she resides.

Executed this ____ day of _____, 20____, at _____, California.

Resident

Resident

LONGTERM LEASE

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Resident Initials

Resident

WILLOW MOBILE HOME PARK

By, _____

Owner

LONGTERM LEASE

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Resident Initials

EXHIBIT B-1

FORM OF NEW LEASE WITH EXISTING TENANTS
LEASING MOBILE HOME AND SPACE

[ATTACHED]

EXHIBIT B-1

FORM OF NEW LEASE WITH EXISTING TENANTS
LEASING MOBILE HOME AND SPACE

[ATTACHED]



CALIFORNIA
ASSOCIATION
OF REALTORS®

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT

(C.A.R. Form LR, Revised 6/18)

Date _____ ("Landlord") and
_____ ("Tenant") agree as follows ("Agreement"):

1. PROPERTY:

- A. Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: _____ ("Premises").
- B. The Premises are for the sole use as a personal residence by the following named person(s) only: _____
- C. The following personal property, maintained pursuant to paragraph 11, is included: _____
or ☐ (if checked) the personal property on the attached addendum is included.
- D. The Premises may be subject to a local rent control ordinance _____

2. TERM: The term begins on (date) _____ ("Commencement Date"). If Tenant has not paid all amounts then due; (i) Tenant has no right to possession or keys to the premises and; (ii) this Agreement is voidable at the option of Landlord, 2 calendar days after giving Tenant a Notice to Pay (C.A.R. Form PPN). Notice may be delivered to Tenant (i) in person; (ii) by mail to Tenant's last known address; or (iii) by email, if provided in Tenant's application or previously used by Tenant to communicate with Landlord or agent for Owner. If Landlord elects to void the lease, Landlord shall refund to Tenant all rent and security deposit paid.

(Check A or B):

- ☐ A. **Month-to-Month:** This Agreement continues from the commencement date as a month-to-month tenancy. Tenant may terminate the tenancy by giving written notice at least 30 days prior to the intended termination date. Tenant shall be responsible for paying rent through the termination date even if moving out early. Landlord may terminate the tenancy by giving written notice as provided by law. Such notices may be given on any date.
- ☐ B. **Lease:** This Agreement shall terminate on (date) _____ at _____ ☐ AM/ ☐ PM. Tenant shall vacate the Premises upon termination of the Agreement, unless: (i) Landlord and Tenant have extended this Agreement in writing or signed a new agreement; (ii) mandated by local rent control law; or (iii) Landlord accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy shall be created which either party may terminate as specified in paragraph 2A. Rent shall be at a rate agreed to by Landlord and Tenant, or as allowed by law. All other terms and conditions of this Agreement shall remain in full force and effect.

3. RENT: "Rent" shall mean all monetary obligations of Tenant to Landlord under the terms of the Agreement, except security deposit.

- A. Tenant agrees to pay \$ _____ per month for the term of the Agreement.
- B. Rent is payable in advance on the 1st (or ☐) day of each calendar month, and is delinquent on the next day.
- C. If Commencement Date falls on any day other than the day Rent is payable under paragraph 3B, and Tenant has paid one full month's Rent in advance of Commencement Date, Rent for the second calendar month shall be prorated and Tenant shall pay 1/30th of the monthly rent per day for each day remaining in the prorated second month.
- D. **PAYMENT:** (1) Rent shall be paid by ☐ personal check, ☐ money order, ☐ cashier's check, made payable to _____, ☐ wire/electronic transfer, or ☐ other _____.

(2) Rent shall be delivered to (name) _____
(whose phone number is) _____ at (address) _____
(or at any other location subsequently specified by Landlord in writing to Tenant) (and ☐ if checked, rent may be paid personally, between the hours of _____ and _____ on the following days _____).

(3) If any payment is returned for non-sufficient funds ("NSF") or because tenant stops payment, then, after that: (i) Landlord may, in writing, require Tenant to pay Rent in cash for three months and (ii) all future Rent shall be paid by money order, or ☐ cashier's check.

E. Rent payments received by Landlord shall be applied to the earliest amount(s) due or past due.

4. SECURITY DEPOSIT:

- A. Tenant agrees to pay \$ _____ as a security deposit. Security deposit will be ☐ transferred to and held by the Owner of the Premises, or ☐ held in Owner's Broker's trust account.
- B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent (which includes Late Charges, NSF fees or other sums due); (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest, invitee or licensee of Tenant; (iii) clean Premises, if necessary, upon termination of the tenancy; and (iv) replace or return personal property or appurtenances. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during the tenancy, Tenant agrees to reinstate the total security deposit within five days after written notice is delivered to Tenant. Within 21 days after Tenant vacates the Premises, Landlord shall: (1) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition and supporting documentation as required by California Civil Code § 1950.5(g); and (2) return any remaining portion of the security deposit to Tenant.
- C. Security deposit will not be returned until all Tenants have vacated the Premises and all keys returned. Any security deposit returned by check shall be made out to all Tenants named on this Agreement, or as subsequently modified.
- D. No interest will be paid on security deposit unless required by local law.
- E. If the security deposit is held by Owner, Tenant agrees not to hold Broker responsible for its return. If the security deposit is held in Owner's Broker's trust account, and Broker's authority is terminated before expiration of this Agreement, and security deposit is released to someone other than Tenant, then Broker shall notify Tenant, in writing, where and to whom security deposit has been released. Once Tenant has been provided such notice, Tenant agrees not to hold Broker responsible for the security deposit.

Tenant's Initials (_____) (_____) _____
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Landlord's Initials (_____) (_____) _____



RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 1 OF 8)

Partners Real Estate, Inc. 6453 W. Embarcadero Suite B Stockton, CA 95219
Karylene Mann / Bruce Davis

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48028 www.zipLogix.com

Phone: 209-956-1966

Fax: (209) 956-1968

Unlited

Premises: _____

Date: _____

5. **MOVE-IN COSTS RECEIVED/DUE:** Move-in funds shall be paid by ☐ personal check, ☐ money order, or ☐ cashier's check, ☐ wire/ electronic transfer.

Category	Total Due	Payment Received	Balance Due	Date Due	Payable To
Rent from _____ to _____ (date)					
*Security Deposit					
Other					
Other					
Total					

*The maximum amount of security deposit, however designated, cannot exceed two months' Rent for an unfurnished premises, or three months' Rent for a furnished premises.

6. **LATE CHARGE; RETURNED CHECKS:**

- A. Tenant acknowledges either late payment of Rent or issuance of a returned check may cause Landlord to incur costs and expenses, the exact amounts of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within 5 (or ☐) calendar days after the date due, or if a check is returned, Tenant shall pay to Landlord, respectively, an additional sum of \$ _____ or _____ % of the Rent due as a Late Charge and \$25.00 as a NSF fee for the first returned check and \$35.00 as a NSF fee for each additional returned check, either or both of which shall be deemed additional Rent.
- B. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any Late Charge or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any Late Charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall neither be deemed an extension of the date Rent is due under paragraph 3 nor prevent Landlord from exercising any other rights and remedies under this Agreement and as provided by law.

7. **PARKING: (Check A or B)**

- ☐ A. Parking is permitted as follows: _____

The right to parking ☐ is ☐ is not included in the Rent charged pursuant to paragraph 3. If not included in the Rent, the parking rental fee shall be an additional \$ _____ per month. Parking space(s) are to be used only for parking properly registered and operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked on the Premises. Mechanical work, or storage of inoperable vehicles, or storage of any kind is not permitted in parking space(s) or elsewhere on the Premises except as specified in paragraph 8.

- OR ☐ B. Parking is not permitted on the real property of which the Premises is a part.

8. **STORAGE: (Check A or B)**

- ☐ A. Storage is permitted as follows:

The right to separate storage space ☐ is, ☐ is not, included in the Rent charged pursuant to paragraph 3. If not included in the Rent, storage space fee shall be an additional \$ _____ per month. Tenant shall store only personal property Tenant owns, and shall not store property claimed by another or in which another has any right, title or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, hazardous waste or other inherently dangerous material, or illegal substances.

- OR ☐ B. Except for Tenant's personal property, contained entirely within the Premises, storage is not permitted on the Premises.

9. **UTILITIES:** Tenant agrees to pay for all utilities and services, and the following charges: _____

except _____, which shall be paid for by Landlord. If any utilities are not separately metered, Tenant shall pay Tenant's proportional share, as reasonably determined and directed by Landlord. If utilities are separately metered, Tenant shall place utilities in Tenant's name as of the Commencement Date. Landlord is only responsible for installing and maintaining one usable telephone jack and one telephone line to the Premises. Tenant shall pay any cost for conversion from existing utilities service provider.

- ☐ A. **Water Submeters:** Water use on the Premises is measured by a submeter and Tenant will be separately billed for water usage based on the submeter. See attached Water Submeter Addendum (C.A.R. Form WSM) for additional terms.
- ☐ B. **Gas Meter:** The Premises does not have a separate gas meter.
- ☐ C. **Electric Meter:** The Premises does not have a separate electrical meter.

10. **CONDITION OF PREMISES:** Tenant has examined Premises and, if any, all furniture, furnishings, appliances, landscaping and fixtures, including smoke alarm(s) and carbon monoxide detector(s).

(Check all that apply:)

- ☐ A. Tenant acknowledges these items are clean and in operable condition, with the following exceptions: _____
- ☐ B. Tenant's acknowledgment of the condition of these items is contained in an attached statement of condition (C.A.R. Form MIMO).
- ☐ C. (i) Landlord will Deliver to Tenant a statement of condition (C.A.R. Form MIMO) ☐ within 3 days after execution of this Agreement; ☐ prior to the Commencement Date; ☐ within 3 days after the Commencement Date.
(ii) Tenant shall complete and return the MIMO to Landlord within 3 (or ☐) days after Delivery. Tenant's failure to return the MIMO within that time shall conclusively be deemed Tenant's Acknowledgement of the condition as stated in the MIMO.

Tenant's Initials (_____) (_____)

Landlord's Initials (_____) (_____)

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RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 2 OF 8)

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Untitled



Premises: .., .., ..

Date: _____

- ☐ D. Tenant will provide Landlord a list of items that are damaged or not in operable condition within 3 (or ☐ _____) days after Commencement Date, not as a contingency of this Agreement but rather as an acknowledgement of the condition of the Premises.
- ☐ E. Other: _____

11. MAINTENANCE USE AND REPORTING:

- A. Tenant shall properly use, operate and safeguard Premises, including if applicable, any landscaping, furniture, furnishings and appliances, and all mechanical, electrical, gas and plumbing fixtures, carbon monoxide detector(s) and smoke alarms, and keep them and the Premises clean, sanitary and well ventilated. Tenant shall be responsible for checking and maintaining all carbon monoxide detectors and any additional phone lines beyond the one line and jack that Landlord shall provide and maintain. Tenant shall replace any burned out or malfunctioning light bulbs. Tenant shall immediately notify Landlord, in writing, of any problem, malfunction or damage with any item including carbon monoxide detector(s) and smoke alarms on the property. Tenant shall be charged for all repairs or replacements caused by Tenant, pets, guests or licensees of Tenant, excluding ordinary wear and tear. Tenant shall be charged for all damage to Premises as a result of failure to report a problem in a timely manner. Tenant shall be charged for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.
- B. ☐ Landlord ☐ Tenant shall water the garden, landscaping, trees and shrubs, except: _____
- C. ☐ Landlord ☐ Tenant shall maintain the garden, landscaping, trees and shrubs, except: _____
- D. ☐ Landlord ☐ Tenant shall maintain _____
- E. Landlord and Tenant agree that State or local water use restrictions shall supersede any obligation of Landlord or Tenant to water or maintain any garden, landscaping, trees or shrubs pursuant to 11B, 11C, and 11D.
- F. Tenant's failure to maintain any item for which Tenant is responsible shall give Landlord the right to hire someone to perform such maintenance and charge Tenant to cover the cost of such maintenance.
- G. The following items of personal property are included in the Premises without warranty and Landlord will not maintain, repair or replace them: _____
- H. Tenant understands that if Premises is located in a Common Interest Development, Landlord may not have authority or control over certain parts of the Premises such as roof, electrical, gas or plumbing features inside certain walls, and common areas such as shared parking structure or garage.
- I. Tenant shall not use the premises to plant, grow, cultivate or sell marijuana.

12. NEIGHBORHOOD CONDITIONS: Tenant is advised to satisfy himself or herself as to neighborhood or area conditions, including, but not limited to, schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other governmental services, availability, adequacy and cost of any wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, cemeteries, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Tenant.

13. PETS: Unless otherwise provided in California Civil Code §54.2, or other law, no animal or pet shall be kept on or about the Premises without Landlord's prior written consent, ☐ except as agreed to in the attached Pet Addendum (C.A.R. Form PET).

14. SMOKING:

- A. (i) Tenant is responsible for all damage caused by smoking including, but not limited to stains, burns, odors and removal of debris; (ii) Tenant acknowledges that in order to remove odor caused by smoking, Landlord may need to replace carpet and drapes and paint the entire premises regardless of when these items were last cleaned, replaced or repainted. Such actions and other necessary steps will impact the return of any security deposit.
- B. The Premises or common areas may be subject to a local non-smoking ordinance.
- C. NO SMOKING of any substance is allowed on the Premises or common areas. If smoking does occur on the Premises or common areas, (i) Tenant is in material breach of this Agreement; (ii) Tenant, guests, and all others may be required to leave the Premises. ☐ Smoking of the following substances only is allowed: _____

15. RULES/REGULATIONS:

- A. Tenant agrees to comply with all Landlord rules and regulations that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests, invitees, and licensees of Tenant shall not, disturb, annoy, endanger or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, under federal, state, or local law including, but not limited to, using, manufacturing, selling, storing or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises.

B. (If applicable, check one)

- ☐ 1. Landlord shall provide Tenant with a copy of the rules and regulations within _____ days or _____
- OR ☐ 2. Tenant has been provided with, and acknowledges receipt of, a copy of the rules and regulations.

Tenant's Initials () ()

Landlord's Initials () ()

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RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 3 OF 8)

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Unstated



Premises: _____

Date: _____

16. ☐ (If checked) CONDOMINIUM; PLANNED UNIT DEVELOPMENT:

- A. The Premises are a unit in a condominium, planned unit development, common interest subdivision or other development governed by a homeowners' association ("HOA"). The name of the HOA is _____ Tenant agrees to comply with all HOA covenants, conditions and restrictions, bylaws, rules and regulations and decisions ("HOA Rules"). Tenant shall reimburse Landlord for any fines or charges imposed by HOA or other authorities, due to any violation by Tenant, or the guests or licensees of Tenant or Landlord shall have the right to deduct such amounts from the security deposit.
- B. If applicable, Tenant is required to pay a fee to the HOA to gain access to certain areas within the development such as but not necessarily including or limited to the front gate, pool, and recreational facilities. If not specified in paragraph 5, Tenant is solely responsible for payment and satisfying any HOA requirements prior to or upon or after the Commencement Date.
- C. **(Check one)**
- ☐ 1. Landlord shall provide Tenant with a copy of the HOA Rules within _____ days or _____
- OR ☐ 2. Tenant has been provided with, and acknowledges receipt of, a copy of the HOA Rules.

17. ALTERATIONS; REPAIRS: Unless otherwise specified by law or paragraph 25C, without Landlord's prior written consent, (i) Tenant shall not make any repairs, alterations or improvements in or about the Premises including: painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials; (ii) Landlord shall not be responsible for the costs of alterations or repairs made by Tenant; (iii) Tenant shall not deduct from Rent the costs of any repairs, alterations or improvements; and (iv) any deduction made by Tenant shall be considered unpaid Rent.**18. KEYS; LOCKS:**

- A. Tenant acknowledges receipt of (or Tenant will receive ☐ prior to the Commencement Date, or ☐): _____
- ☐ key(s) to Premises, ☐ remote control device(s) for garage door/gate opener(s),
- ☐ key(s) to mailbox, _____
- ☐ key(s) to common area(s), _____
- B. Tenant acknowledges that locks to the Premises ☐ have, ☐ have not, been re-keyed.
- C. If Tenant re-keys existing locks or opening devices, Tenant shall immediately deliver copies of all keys to Landlord. Tenant shall pay all costs and charges related to loss of any keys or opening devices. Tenant may not remove locks, even if installed by Tenant.

19. ENTRY:

- A. Tenant shall make Premises available to Landlord or Landlord's representative for the purpose of entering to make necessary or agreed repairs (including, but not limited to, installing, repairing, testing, and maintaining smoke detectors and carbon monoxide devices, and bracing, anchoring or strapping water heaters, or repairing dilapidation relating to the presence of mold); providing decorations, alterations, or improvements, or supplying necessary or agreed services; or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, contractors and others (collectively "Interested Persons"). Tenant agrees that Landlord, Broker and Interested Persons may take photos of the Premises.
- B. Landlord and Tenant agree that 24-hour written notice shall be reasonable and sufficient notice, except as follows: (1) 48-hour written notice is required to conduct an inspection of the Premises prior to the Tenant moving out, unless the Tenant waives the right to such notice. (2) If Landlord has in writing informed Tenant that the Premises are for sale and that Tenant will be notified orally to show the premises (C.A.R. Form NSE), then, for the next 120 days following the delivery of the NSE, notice may be given orally to show the Premises to actual or prospective purchasers. (3) No written notice is required if Landlord and Tenant orally agree to an entry for agreed services or repairs if the date and time of entry are within one week of the oral agreement. (4) No notice is required: (i) to enter in case of an emergency; (ii) if the Tenant is present and consents at the time of entry; or (iii) if the Tenant has abandoned or surrendered the Premises.
- C. ☐ (If checked) Tenant authorizes the use of a key safe/lockbox to allow entry into the Premises and agrees to sign a key safe/lockbox addendum (C.A.R. Form KLA).

20. PHOTOGRAPHS AND INTERNET ADVERTISING:

- A. In order to effectively market the Premises for sale or rental it is often necessary to provide photographs, virtual tours and other media to Interested Persons. Tenant agrees that Broker may photograph or otherwise electronically capture images of the exterior and interior of the Premises ("Images") for static and/or virtual tours of the Premises by Interested Persons for use on Broker's website, the MLS, and other marketing materials and sites. Tenant acknowledges that once Images are placed on the Internet neither Broker nor Landlord has control over who can view such Images and what use viewers may make of the Images, or how long such Images may remain available on the Internet.
- B. Tenant acknowledges that prospective Interested Persons coming onto the Premises may take photographs, videos or other images of the Premises. Tenant understands that Broker does not have the ability to control or block the taking and use of Images by any such persons. Once Images are taken and/or put into electronic display on the Internet or otherwise, neither Broker nor Landlord has control over who views such Images nor what use viewers may make of the Images.

21. SIGNS: Tenant authorizes Landlord to place FOR SALE/LEASE signs on the Premises.**22. ASSIGNMENT; SUBLETTING:** A. Tenant shall not sublet all or any part of Premises, or parking or storage spaces, or assign or transfer this Agreement or any interest in it, without Landlord's prior written consent. Unless such consent is obtained, any assignment, transfer or subletting of Premises or this Agreement or tenancy, by voluntary act of Tenant, operation of law or otherwise, shall, at the option of Landlord, terminate this Agreement. Any proposed assignee, transferee or sublessee shall submit to Landlord an application and credit information for Landlord's approval and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one assignment, transfer or sublease, shall not be construed as consent to any subsequent assignment, transfer or sublease and does not release Tenant of Tenant's obligations under this Agreement. B. This prohibition also applies (☐ does not apply) to short term, vacation, and transient rentals such as, but not limited to, those arranged through AirBnB, VRBO, HomeAway or other short term rental services. C. Any violation of this prohibition is a non-curable, material breach of this Agreement.

Tenant's Initials (_____) (_____)

Landlord's Initials (_____) (_____)

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Unfilled



Premises: _____

Date: _____

23. JOINT AND INDIVIDUAL OBLIGATIONS: If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this Agreement, jointly with every other Tenant, and individually, whether or not in possession.

24. POSSESSION:

A. (1) Tenant is not in possession of the Premises. If Landlord is unable to deliver possession of Premises on Commencement Date, such Date shall be extended to the date on which possession is made available to Tenant. If Landlord is unable to deliver possession within 5 (or ☐ _____) calendar days after agreed Commencement Date, Tenant may terminate this Agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid.

or (2) Possession is deemed terminated when Tenant has returned all keys to the Premises to Landlord.

B. ☐ Tenant is already in possession of the Premises.

25. TENANT'S OBLIGATIONS UPON VACATING PREMISES:

A. Upon termination of this Agreement, Tenant shall: (i) give Landlord all copies of all keys and any opening devices to Premises, including any common areas; (ii) vacate and surrender Premises to Landlord, empty of all persons; and personal property belonging to Tenant (iii) vacate any/all parking and/or storage space; (iv) clean and deliver Premises, as specified in paragraph C below, to Landlord in the same condition as referenced in paragraph 10; (v) remove all debris; (vi) give written notice to Landlord of Tenant's forwarding address; and (vii) _____.

B. All alterations/improvements made by or caused to be made by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may charge Tenant for restoration of the Premises to the condition it was in prior to any alterations/improvements.

C. **Right to Pre-Move-Out Inspection and Repairs:** (i) After giving or receiving notice of termination of a tenancy (C.A.R. Form NTT), or before the expiration of this Agreement, Tenant has the right to request that an inspection of the Premises take place prior to termination of the lease or rental (C.A.R. Form NRI). If Tenant requests such an inspection, Tenant shall be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Agreement. (ii) Any repairs or alterations made to the Premises as a result of this inspection (collectively, "Repairs") shall be made at Tenant's expense. Repairs may be performed by Tenant or through others, who have adequate insurance and licenses and are approved by Landlord. The work shall comply with applicable law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. (iii) Tenant shall: (a) obtain receipts for Repairs performed by others; (b) prepare a written statement indicating the Repairs performed by Tenant and the date of such Repairs; and (c) provide copies of receipts and statements to Landlord prior to termination. Paragraph 25C does not apply when the tenancy is terminated pursuant to California Code of Civil Procedure § 1161(2), (3), or (4).

26. BREACH OF CONTRACT; EARLY TERMINATION: In addition to any obligations established by paragraph 25, in the event of termination by Tenant prior to completion of the original term of the Agreement, Tenant shall also be responsible for lost Rent, rental commissions, advertising expenses and painting costs necessary to ready Premises for re-rental. Landlord may withhold any such amounts from Tenant's security deposit.

27. TEMPORARY RELOCATION: Subject to local law, Tenant agrees, upon demand of Landlord, to temporarily vacate Premises for a reasonable period, to allow for fumigation (or other methods) to control wood destroying pests or organisms, or other repairs to Premises. Tenant agrees to comply with all instructions and requirements necessary to prepare Premises to accommodate pest control, fumigation or other work, including bagging or storage of food and medicine, and removal of perishables and valuables. Tenant shall only be entitled to a credit of Rent equal to the per diem Rent for the period of time Tenant is required to vacate Premises.

28. DAMAGE TO PREMISES: If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty that render Premises totally or partially uninhabitable, either Landlord or Tenant may terminate this Agreement by giving the other written notice. Rent shall be abated as of the date Premises become totally or partially uninhabitable. The abated amount shall be the current monthly Rent prorated on a 30-day period. If the Agreement is not terminated, Landlord shall promptly repair the damage, and Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Landlord shall have the right of termination, and no reduction in Rent shall be made.

29. INSURANCE: A. Tenant's, guest's, invitee's or licensee's personal property and vehicles are not insured by Landlord, manager or, if applicable, HOA, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is advised to carry Tenant's own insurance (renter's insurance) to protect Tenant from any such loss or damage. B. Tenant shall comply with any requirement imposed on Tenant by Landlord's insurer to avoid: (i) an increase in Landlord's insurance premium (or Tenant shall pay for the increase in premium); or (ii) loss of insurance. C. ☐ Tenant shall obtain liability insurance, in an amount not less than \$ _____, naming Landlord and, if applicable, Property Manager as additional insured for injury or damage to, or upon, the Premises during the term of this agreement or any extension. Tenant shall provide Landlord a copy of the insurance policy before commencement of this Agreement, and a rider prior to any renewal.

30. WATERBEDS/PORTABLE WASHERS: Tenant shall not use or have waterbeds on the Premises unless: (i) Tenant obtains a valid waterbed insurance policy; (ii) Tenant increases the security deposit in an amount equal to one-half of one month's Rent; and (iii) the bed conforms to the floor load capacity of Premises. Tenant shall not use on the Premises ☐ Portable Dishwasher ☐ Portable Washing Machine.

31. WAIVER: The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.

Tenant's Initials () ()

Landlord's Initials () ()



Premises: _____ Date: _____

32. NOTICE: Notices may be served at the following address, or at any other location subsequently designated:

Landlord: _____ Tenant: _____

33. **TENANT ESTOPPEL CERTIFICATE:** Tenant shall execute and return a tenant estoppel certificate delivered to Tenant by Landlord or Landlord's agent within 3 days after its receipt (C.A.R. Form TEC). Failure to comply with this requirement shall be deemed Tenant's acknowledgment that the tenant estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.

34. **REPRESENTATION**

A. TENANT REPRESENTATION; OBLIGATIONS REGARDING OCCUPANTS; CREDIT: Tenant warrants that all statements in Tenant's rental application are accurate. Landlord requires all occupants 18 years of age or older and all emancipated minors to complete a lease rental application. Tenant acknowledges this requirement and agrees to notify Landlord when any occupant of the Premises reaches the age of 18 or becomes an emancipated minor. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report periodically during the tenancy in connection with the modification or enforcement of this Agreement. Landlord may cancel this Agreement: (i) before occupancy begins; upon disapproval of the credit report(s), or upon discovering that information in Tenant's application is false; (ii) After commencement date, upon disapproval of an updated credit report or upon discovering that information in Tenant's application is no longer true. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of payment and other obligations under this Agreement.

B. LANDLORD REPRESENTATIONS: Landlord warrants that, unless otherwise specified in writing, Landlord is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

35. **MEDIATION:**

A. Consistent with paragraphs B and C below, Landlord and Tenant agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.

B. The following matters are excluded from mediation: (i) an unlawful detainer action; (ii) the filing or enforcement of a mechanic's lien; and (iii) any matter within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation provision.

C. Landlord and Tenant agree to mediate disputes or claims involving Listing Agent, Leasing Agent or property manager ("Broker"), provided Broker shall have agreed to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to such Broker. Any election by Broker to participate in mediation shall not result in Broker being deemed a party to this Agreement.

36. **ATTORNEY FEES:** In any action or proceeding arising out of this Agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs, collectively not to exceed \$1,000 (or \$ _____), except as provided in paragraph 35A.

37. **C.A.R. FORM:** C.A.R. Form means the specific form referenced or another comparable form agreed to by the parties.

38. **STATUTORY DISCLOSURES:**

A. ☐ **LEAD-BASED PAINT (If checked):** Premises were constructed prior to 1978. In accordance with federal law, Landlord gives and Tenant acknowledges receipt of the disclosures on the attached form (C.A.R. Form FLD) and a federally approved lead pamphlet.

B. PERIODIC PEST CONTROL (CHECK IF EITHER APPLIES):

1. ☐ Landlord has entered into a contract for periodic pest control treatment of the Premises and shall give Tenant a copy of the notice originally given to Landlord by the pest control company.

2. ☐ Premises is a house. Tenant is responsible for periodic pest control treatment.

C. ☐ **METHAMPHETAMINE CONTAMINATION:** Prior to signing this Agreement, Landlord has given Tenant a notice that a health official has issued an order prohibiting occupancy of the property because of methamphetamine contamination. A copy of the notice and order are attached.

D. BED BUGS: Landlord has no knowledge of any infestation in the Premises by bed bugs. See attached Bed Bug Disclosure (C.A.R. Form BBD) for further information. Tenant shall report suspected bed bug infestation to Landlord or, if applicable, property manager and cooperate with any inspection for and treatment of bed bugs. Landlord will notify tenants of any units infested by bed bugs.

E. MEGAN'S LAW DATABASE DISCLOSURE: Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Landlord nor Brokers, if any, are required to check this website. If Tenant wants further information, Tenant should obtain information directly from this website.)

F. ☐ **RESIDENTIAL ENVIRONMENTAL HAZARDS BOOKLET:** Tenant acknowledges receipt of the residential environmental hazards booklet.

G. ☐ **MILITARY ORDNANCE DISCLOSURE:** (If applicable and known to Landlord) Premises are located within one mile of an area once used for military training, and may contain potentially explosive munitions.

H. FLOOD HAZARD DISCLOSURE: Flooding has the potential to cause significant damage to personal property owned by Tenant. See attached Tenant Flood Hazard Disclosure (C.A.R. Form TFHD) for additional information.

Tenant's Initials (_____) (_____)

Landlord's Initials (_____) (_____)

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RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 6 OF 8)

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Unfilled



Premises: .., .., ..

Date: _____

39. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES: Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. This Agreement is subject to California landlord-tenant law and shall incorporate all changes required by amendment or successors to such law. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

40. AGENCY:

A. CONFIRMATION: The following agency relationship(s) are hereby confirmed for this transaction:

Listing Agent: (Print firm name) _____

is the agent of (check one): ☐ the Landlord exclusively; or ☐ both the Landlord and Tenant.

Leasing Agent: (Print firm name) _____

(if not same as Listing Agent) is the agent of (check one): ☐ the Tenant exclusively; or ☐ the Landlord exclusively; or ☐ both the Tenant and Landlord.

B. DISCLOSURE: ☐ (If checked): The term of this Agreement exceeds one year. A disclosure regarding real estate agency relationships (C.A.R. Form AD) has been provided to Landlord and Tenant, who each acknowledge its receipt.

41. ☐ TENANT COMPENSATION TO BROKER: Upon execution of this Agreement, Tenant agrees to pay compensation to Broker as specified in a separate written agreement between Tenant and Broker.

42. NOTICE OF RIGHT TO RECEIVE FOREIGN LANGUAGE TRANSLATION OF LEASE/RENTAL AGREEMENTS: California Civil Code requires a landlord or property manager to provide a tenant with a foreign language translation copy of a lease or rental agreement if the agreement was negotiated primarily in Spanish, Chinese, Korean, Tagalog or Vietnamese. If applicable, every term of the lease/rental needs to be translated except for, among others, names, dollar amounts and dates written as numerals, and words with no generally accepted non-English translation.

43. OWNER COMPENSATION TO BROKER: Upon execution of this Agreement, Owner agrees to pay compensation to Broker as specified in a separate written agreement between Owner and Broker (C.A.R. Form LL or LCA).

44. RECEIPT: If specified in paragraph 5, Landlord or Broker, acknowledges receipt of move-in funds.

45. OTHER TERMS AND CONDITIONS: If checked, the following ATTACHED documents are incorporated in this Agreement:

☐ Keysafe/Lockbox Addendum (C.A.R. Form KLA); ☐ Lead-Based Paint and Lead-Based Paint Hazards Disclosure (C.A.R. Form FLD);

☐ Lease/Rental Mold and Ventilation Addendum (C.A.R. Form LRM); ☐ Landlord in Default Addendum (C.A.R. Form LID)

☒ Bed Bug Disclosure (C.A.R. Form BBD); ☒ Tenant Flood Hazard Disclosure (C.A.R. Form TFHD)

Other: _____

46. REPRESENTATIVE CAPACITY: If one or more Parties is signing this Agreement in a representative capacity and not for him/herself as an individual then that Party shall so indicate in paragraph 49 or 50 and attach a Representative Capacity Signature Disclosure (C.A.R. Form RCSD). Wherever the signature or initials of the representative identified in the RCSD appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Party acting in a representative capacity (i) represents that the entity for which that party is acting already exists and (ii) shall Deliver to the other Party and Escrow Holder, within 3 Days After Acceptance, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code §18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

Landlord and Tenant acknowledge and agree Brokers: (a) do not guarantee the condition of the Premises; (b) cannot verify representations made by others; (c) cannot provide legal or tax advice; (d) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this Agreement, Brokers: (e) do not decide what rental rate a Tenant should pay or Landlord should accept; and (f) do not decide upon the length or other terms of this Agreement. Landlord and Tenant agree that they will seek legal, tax, insurance and other desired assistance from appropriate professionals.

47. ☐ INTERPRETER/TRANSLATOR: The terms of this Agreement have been interpreted for Tenant into the following language: _____ Landlord and Tenant acknowledge receipt of the attached interpreter/translator agreement (C.A.R. Form ITA).

48. The Premises is being managed by Owner, (or, if checked):

☐ Listing firm in box below

☐ Leasing firm in box below

☐ Property Management firm immediately below

Real Estate Broker (Property Manager) _____

DRE Lic # _____

By (Agent) _____

DRE Lic # _____

Address _____

Telephone # _____

Tenant's Initials (____) (____)

Landlord's Initials (____) (____)

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RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 7 OF 8)

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Premises: _____ Date: _____

49. Tenant agrees to rent the Premises on the above terms and conditions.

☐ One or more Tenants is signing this Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (For Tenant Representative) (C.A.R. Form RCSD-T) for additional terms.

Tenant _____ Date _____

Print Name _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

Tenant _____ Date _____

Print Name _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

☐ Additional Signature Addendum attached (C.A.R. Form ASA)

☐ **GUARANTEE:** In consideration of the execution of this Agreement by and between Landlord and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: (i) guarantee unconditionally to Landlord and Landlord's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; (ii) consent to any changes, modifications or alterations of any term in this Agreement agreed to by Landlord and Tenant; and (iii) waive any right to require Landlord and/or Landlord's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) _____

Guarantor _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

50. Landlord (owner or ☐ agent for owner) agrees to rent the Premises on the above terms and conditions.

☐ One or more Landlords is signing this Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (For Landlord Representative) (C.A.R. Form RCSD-LL) for additional terms.

Landlord _____ Date _____ Landlord _____ Date _____

Address _____

Telephone _____ Fax _____ E-mail _____

REAL ESTATE BROKERS:

A. Real estate brokers who are not also Landlord under this Agreement are not parties to the Agreement between Landlord and Tenant.

B. Agency relationships are confirmed in paragraph 40.

C. **COOPERATING BROKER COMPENSATION:** Listing Broker agrees to pay Cooperating Broker (Leasing Firm) and Cooperating Broker agrees to accept: (i) the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or lease or a reciprocal MLS; or (ii) ☐ (if checked) the amount specified in a separate written agreement between Listing Broker and Cooperating Broker.

Real Estate Broker (Leasing Firm) _____ DRE Lic. # _____

By (Agent) _____ DRE Lic. # _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

Real Estate Broker (Listing Firm) _____ DRE Lic. # _____

By (Agent) _____ DRE Lic. # _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

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RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 8 OF 8)

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BED BUG DISCLOSURE

(C.A.R. Form BBD, Revised 12/18)
(California Civil Code §1954.603)

The following terms and conditions are hereby incorporated in and made a part of the: Residential Lease or Month-to-Month Rental Agreement, ("Agreement"), dated _____, on property known as _____.

in which _____ is referred to as ("Tenant")
and _____ is referred to as ("Landlord").

INFORMATION ABOUT BED BUGS:

1. **Bed Bug Appearance:** Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.
2. **Life Cycle and Reproduction:** An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days.
3. Bed bugs can survive for months without feeding.
4. **Bed Bug Bites:** Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.
5. **Common signs and symptoms of a possible bed bug infestation:**
 - Small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls.
 - Mottled bed bug skins, white, sticky eggs, or empty eggshells.
 - Very heavily infested areas may have a characteristically sweet odor.
 - Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.
6. For more information, see the Internet Web sites of the United States Environmental Protection Agency and the National Pest Management Association.
7. **Tenant shall report suspected infestations by bed bugs to the Landlord or Property Manager** at the mailing, or email address or phone number provided in the Agreement and cooperate with any inspection for and treatment of bed bugs.
8. Landlord will notify tenants of any units inspected by a pest control operator of the findings by such an operator within 2 business days of the receipt of the findings. All Tenants will be notified of confirmed infestations within common areas.

Tenant agrees to release, indemnify, hold harmless and forever discharge Landlord and Landlord's employees, agents, successors and assigns from any and all claims, liabilities or causes of action of any kind that Tenant, members of Tenant's household or Tenant's guests or invitees may have at any time against Landlord or Landlord's agents resulting from the presence of bedbugs due to Tenant's failure to comply with this Bed Bug Disclosure.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date _____ Date _____

Tenant _____ Landlord _____

Tenant _____ Landlord _____

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BED BUG DISCLOSURE (BBD PAGE 1 OF 1)

Partners Real Estate, Inc. 6453 W. Embarcadero Suite B Stockton, CA 95219
Karylene Mass / Bruce Davies

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Phone: (209) 956-2966

Fax: (209) 956-2968

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TENANT FLOOD HAZARD DISCLOSURE

(C.A.R. Form TFHD, Revised 12/18)

The following terms and conditions are hereby incorporated in and made a part of the: Residential Lease or Month-to-Month Rental Agreement, ("Agreement"), ☐ Residential Lease After Sale, ☐ Other _____, dated _____, on property known as _____, in which _____ is referred to as ("Tenant") and _____ is referred to as ("Landlord").

INFORMATION ABOUT FLOOD HAZARDS: Tenant is informed of the following:

1. The Property is not located in a special flood hazard area or an area of potential flooding.

OR

☐ The Property is located in a special flood hazard area or an area of potential flooding. Property is deemed to be in a special flood hazard area or area of potentially flooding if any of the following scenarios apply:

- A. The owner has actual knowledge of that fact.
 - B. The owner has received written notice from any public agency stating that the Property is located in a special flood hazard area or an area of potential flooding.
 - C. The Property is located in an area in which the owner's mortgage holder requires the owner to carry flood insurance.
 - D. The owner currently carries flood insurance.
2. The tenant may obtain information about hazards, including flood hazards, that may affect the Property from the Internet Web site of the Office of Emergency Services, My Hazards Tool (<http://myhazards.caloes.ca.gov>).
 3. The owner's insurance does not cover the loss of the tenant's personal possessions and it is recommended that the tenant consider purchasing renter's insurance and flood insurance to insure his or her possessions from loss due to fire, flood, or other risk of loss.
 4. The owner is not required to provide additional information concerning the flood hazards to the Property and that the information provided pursuant to this section (California Government Code section 8589.45) is deemed to inform the tenant.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date _____

Date _____

Tenant _____

Landlord _____

Tenant _____

Landlord _____

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TENANT FLOOD HAZARD DISCLOSURE (TFHD PAGE 1 OF 1)



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Phone: 209-956-2966

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Untitled

ADDENDUM TO RESIDENTIAL LEASE OR
MONTH-TO-MONTH RENTAL AGREEMENT

This Addendum dated _____, amends the Residential Lease or Month-to-Month Rental Agreement dated _____ (collectively, the "Agreement") as follows:

1. Rent under this Agreement may be increased as follows:

- a. There will be no rent increase during the first twelve (12) month period following the date of Landlord's acquisition of the Willow Mobile Park in which the Premises is located ("Landlord Ownership Year 1").
- b. There may be a rent increase limited to \$110.00 per month during the next twelve (12) month period following Landlord Ownership Year 1 ("Landlord Ownership Year 2").
- c. There will be no rent increases during the next twelve (12) month period following Landlord Ownership Year 2 ("Landlord Ownership Year 3").
- d. Beginning on and after the last day of Landlord Ownership Year 3 (subject to 90 days' written notice to Tenant for each rent increase), there will be periodic rent increases to the then-existing rent in an amount equal to the greater of (i) 3% or (ii) the increase in the Consumer Price Index for all Urban Consumers for the San Francisco, Oakland, Hayward Area as published by the Bureau of Labor Statistics ("CPI") based on the CPI in effect 12 months prior to the date of Landlord's notice of rent increase (base year) and the CPI in effect on the date of the Landlord's notice of rent increase. However, the maximum increase in rent each calendar year shall not exceed 8%.

2. General Provisions.

- a. This Addendum may be executed in counterparts, each of which when so executed shall be deemed an original and all of which when taken together shall constitute one and the same instrument.
- b. The provisions of this Addendum shall control in the event of any conflict between the provisions of this Addendum and the provisions of the Agreement.

(Signatures on the following page)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

LANDLORD:

CREEKSIDE VILLAGE MHC, LLC,
a Delaware limited liability company

By: _____
Name: _____
Its: _____

TENANT:

By: _____
Name: _____

EXHIBIT C

FORM OF AGREEMENT CONTAINING COVENANTS

**Recording Requested By and
When Recorded, Mail To:**

City of San Pablo
13831 San Pablo Avenue, Bldg. 1
San Pablo, CA 94806
Attn: City Manager

AGREEMENT CONTAINING COVENANTS

This AGREEMENT CONTAINING COVENANTS (this "Covenant") is made as of the _____ day of _____, 2019, by CREEKSIDE VILLAGE MHC, LLC, a Delaware limited liability company ("Covenantor") who is the Owner of record of that certain property in the City of San Pablo, County of Contra Costa, State of California, which is more particularly described in Exhibit A attached hereto and incorporated herein by this reference (such property is hereinafter referred to as the "Burdened Property"), for the benefit of the CITY OF SAN PABLO, a California municipal corporation (the "City"), with reference to the following facts:

A. The Covenantor acquired the Burdened Property from the prior owner, the Roman Catholic Bishop of Oakland, subject to a Master Lease with the City.

B. Prior to acquisition of title to the Burdened Property, the Covenantor entered into an Agreement Regarding Willow Mobile Home Park with the City on _____, 2019 (the "Agreement"), pursuant to which the Covenantor agreed to certain conditions applicable to the Burdened Property in consideration of the City's agreement to terminate its Master Lease thereon. The Burdened Property consists of the land and improvements commonly known as the Willow Mobile Home Park (referred to in the Agreement as the "Willow MHP").

C. Covenantor desires and intends that, in consideration of the City's agreement to terminate the Master Lease affecting the Burdened Property, the Burdened Property shall be used in the manner required hereunder.

ARTICLE I GENERAL PROVISIONS

1.1 **Provisions to Run with the Land.** This Covenant sets forth provisions, covenants, conditions and restrictions (collectively referred to as "Restrictions") upon and subject to which the Burdened Property and every portion thereof shall be held, used, occupied, leased, sold,

hypothecated, encumbered, and/or conveyed. Each and all of the Restrictions shall run with the land, and pass with each and every portion of the Burdened Property, and shall apply to, inure to the benefit of, and bind the respective successors in interest thereof, for the benefit of the City, without regard to whether the City remains or is an owner of any land or interest therein in the Burdened Property. The City is deemed the beneficiary of the covenants running with the land for and in its own rights and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit the covenants running with the land have been provided. The City shall have the right, but not the duty, if this Covenant is breached, to exercise all rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Covenant may be entitled.

1.2 Concurrence of Owners and Lessees Presumed. All purchasers, lessees, or possessors of any portion of the Burdened Property shall be deemed by their purchase, leasing, or possession of such Burdened Property, to be in accord with the foregoing and to agree for and among themselves, their heirs, successors, and assignees, and the agents, employees, and lessees of such owners, heirs, successors, and assignees, that the Restrictions as herein established must be adhered to for the benefit of the City, and that the interest of the Owners and Occupants of the Burdened Property shall be subject to the Restrictions contained herein.

1.3 Incorporation into Deeds and Leases. Covenantor desires and covenants that the Restrictions set out herein shall be incorporated in and attached to each and all deeds and leases of any portion of the Burdened Property. Recordation of this Covenant shall be deemed binding on all successors, assigns, and lessees, regardless of whether a copy of this Covenant has been attached to or incorporated into any given deed or lease.

1.4 Purpose. It is the purpose of this instrument to convey to the City real property rights, which will run with the land.

ARTICLE II DEFINITIONS

2.1 Agreement. "Agreement" shall mean the Agreement Regarding Willow Mobile Home Park entered into by and between the Covenantor and the City, dated _____, 2019.

2.2 City. "City" shall mean the City of San Pablo, California.

2.3 Occupants. "Occupants" shall mean Owners and those persons entitled by ownership, leasehold, or other legal relationship to the exclusive right to use and/or occupy all or any portion of the Burdened Property.

2.4 Owner or Owners. "Owner" or "Owners" shall mean the Covenantor and/or its successors in interest, who hold title to all or any portion of the Burdened Property.

ARTICLE III
USE AND ENFORCEMENT

3.1 Use of the Burdened Property. The Covenantor, on behalf of itself and its successors, assigns and each successor in interest to the Burdened Property or any part thereof, hereby covenants and agrees that:

a. The Burdened Property shall be used and operated as a mobile home park through December 31, 2024.

b. The Burdened Property shall be used and operated as a senior community, meaning that 80% of the mobile home tenancies of resident owned homes occupying the Burdened Property shall have at least one member of the mobile home tenancy that is age 55 years or older.

c. With respect to the tenants in occupancy of the Burdened Property on the date of this Covenant, rent increases shall be limited as follows:

(1) There will be no rent increase during the first twelve (12) month period following the date of this Covenant; provided, however, that a lease with a one (1) year term and a rental rate of \$995.00 shall be established for the current park manager, who resides in a City-owned mobile home rent free, with such lease to commence not earlier than sixty (60) days from the date of this Covenant;

(2) There may be a rent increase limited to \$110 per month during the second twelve (12) month period from the date of this Covenant;

(3) There will be no rent increase during the third twelve (12) month period from the date of this Covenant; and

(4) Beginning on and after the last day of the third twelve (12) month period in subsection 3.1.c.(3) above (subject to 90 days' written notice to tenants for each rent increase as required by Civil Code section 798.30), there may be periodic rent increases to the then-existing rent in an amount equal to the greater of (a) 3% or (b) the increase in the Consumer Price Index for all Urban Consumers for the San Francisco, Oakland, Hayward Area as published by the Bureau of Labor Statistics ("CPI") based on the CPI in effect 12 months prior to the date of the notice of rent increase (base year) and the CPI in effect on the date of the notice of rent increase; provided, however, that the maximum increase in rent during a calendar year shall not exceed 8%.

d. The Burdened Property shall be subject to a program that provides a 10% discount on rent to mobile home tenants whose rent exceeds 40% of their household income, provided, however, that the program may be limited to a maximum of 10% of the mobile home tenancies thereon.

e. Tenants in occupancy of the Burdened Property on the date of this Covenant shall be entitled to terminate their tenancy upon the giving of written notice not less than thirty (30) days before vacating the tenancy.

f. Tenants in occupancy of resident owned homes within the Burdened Property on the date of this Covenant shall be entitled to sublet their premises for any reason for periods not to exceed twelve (12) months.

g. The Covenantor shall defend, indemnify, protect and hold harmless the City and its officers, beneficiaries, employees, agents, attorneys, representatives, legal successors and assigns ("Indemnitees") from, regarding and against any and all liabilities, obligations, orders, decrees, judgments, liens, demands, actions, claims, losses, damages, fines, penalties, expenses, or costs of any kind or nature whatsoever, together with fees (including, without limitation, reasonable attorneys' fees and experts' and consultants' fees), which arise out of the Covenantor's operation or discontinued operation of the mobile home park on the Burdened Property following the date of this Covenant. The Covenantor further agrees that it will defend, indemnify, protect and hold harmless the Indemnitees from, regarding and against any and all liabilities, obligations, orders, decrees, judgments, liens, demands, actions, claims, losses, damages, fines, penalties, expenses, or costs of any kind or nature whatsoever, together with fees (including, without limitation, reasonable attorneys' fees and experts' and consultants' fees), whenever arising, resulting from, arising out of or based upon the City's termination of its Master Lease pursuant to the Agreement. The Covenantor acknowledges and agrees that the defense, indemnification, protection and hold harmless obligations for the benefit of the City set forth herein are a material element of the consideration to the City for the performance of its obligations under the Agreement, and that the City would not have entered into the Agreement unless the Covenantor's obligations were as provided for herein.

3.2 Enforcement. Failure of an Owner or Occupant to comply with any of the Restrictions, as set forth in Section 3.1, shall be grounds for the City, by reason of this Covenant, to exercise all rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Covenant may be entitled. The remedies of the City hereunder may include an action to enjoin any violation, to compel specific performance of this Covenant, and/or to recover damages for said violation, as well as the City's reasonable attorneys' fees and costs.

3.3 Attorneys' Fees. In the event that legal action is commenced to enforce any of the terms of this Covenant, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs arising from said action.

3.4 Notice in Agreements. After the date of recordation hereof, all Owners and Occupants shall execute a written instrument that shall accompany all purchase agreements or leases, other than individual mobile home park tenancy leases, relating to the Burdened Property. Any such instrument shall contain the following statement:

The land described herein is subject to an Agreement Containing Covenants dated as of _____, 2019, and recorded on _____, 2019, in the Official Records of Contra Costa County, California, as Document No. _____ (the "Covenant"), which Covenant imposes certain covenants, conditions, and restrictions on usage of the property described herein.

ARTICLE IV TERM

4.1 Term. This Covenant shall continue in effect until January 1, 2025, at which time it shall automatically terminate and be of no further force or effect. Upon termination of this Covenant, City shall, upon the request of Covenantor, execute such documents as are necessary to remove this Covenant from title of the Burdened Property.

ARTICLE V MISCELLANEOUS

5.1 No Dedication Intended. Nothing set forth herein shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Burdened Property or any portion thereof to the general public.

5.2 Notices. Whenever any person gives or serves any notice, demand, or other communication with respect to this Covenant, each such notice, demand, or other communication shall be in writing and shall be deemed effective (a) when delivered, if personally delivered to the person being served or official of a government agency being served, or (b) three (3) business days after deposit in the mail if mailed by United States mail, postage paid, certified mail, return receipt requested:

If To: "Covenantor"

Creekside Village MHC, LLC
6653 Embarcadero Drive, Suite C
Stockton, CA 95219
Attention: Bruce Davies

With Copy To: Freeman Firm
1818 Grand Canal Blvd
Stockton, CA 95219
Attention: Michael Gurev

If To: "City"

City of San Pablo
13831 San Pablo Avenue, Bldg. 1
San Pablo, CA 948056
Attention: City Manager

5.3 Partial Invalidity. If any portion of the Restrictions or terms set forth herein is determined to be invalid for any reason, the remaining portion shall remain in full force and effect as if such portion had not been included herein.

5.4 Article Headings. Headings at the beginning of each numbered article of this Covenant are solely for the convenience of the parties and are not a part of this Covenant.

5.5 Recordation. This instrument shall be executed by the Covenantor and by the City. This instrument shall be recorded in the County of Contra Costa concurrent with Covenantors acquisition of the Burdened Property.

5.6 Applicable Law; Construction. The laws of the State of California, other than those pertaining to choice of laws, shall govern the interpretation and enforcement of this Covenant. Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the Covenant to effect the purpose of this instrument. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

IN WITNESS WHEREOF, the parties have executed this Covenant as of the date set forth above.

Covenantor:
CREEKSIDE VILLAGE MHC, LLC, a Delaware
limited liability company

By: _____
Title: _____
Date: _____

City:
CITY OF SAN PABLO, a California municipal
corporation

By: _____
Title: _____
Date: _____

EXHIBIT A

LEGAL DESCRIPTION OF BURDENED PROPERTY

[TO BE INSERTED.]

EXHIBIT D

FORM OF MUTUAL RELEASE AND TERMINATION OF LEASE

**RECORDING REQUESTED BY, AND
WHEN RECORDED, RETURN TO:**

CREEKSIDE VILLAGE MHC, LLC
6653 Embarcadero Drive, Suite C
Stockton, CA 95219
Attention: Bruce Davies

(Space above this line for Recorder's use)

MUTUAL RELEASE AND TERMINATION OF LEASE

The undersigned **CITY OF SAN PABLO**, a California municipal corporation (herein "City"), and **CREEKSIDE VILLAGE MHC, LLC**, a Delaware limited liability company (herein "Creekside"), successor in interest of the **ROMAN CATHOLIC BISHOP OF OAKLAND**, upon mutual consideration, the receipt of which is hereby acknowledged, hereby agree that the **LEASE AGREEMENT** between **CREEKSIDE**, as Landlord, and the **CITY**, as Tenant, dated December 17, 2014, as amended by a First Amendment dated _____, memoranda of which were recorded in the office of the County Recorder of the County of Contra Costa, State of California, respectively, on _____, as Document No. _____, and on _____, as Document No. _____, be and hereby is terminated and the parties thereto be and hereby are released from any and all obligations thereunder. Such consideration is accepted in full satisfaction and consideration for the final and mutual release and termination of the above-described **LEASE AGREEMENT** which encumbers real property, situate in Contra Costa County, California and described as follows:

**See Exhibit "A" attached hereto and incorporated
herein by reference for legal description.**

The undersigned warrant that they are of legal age, legally competent and possess authority to execute this Mutual Release and Termination of Lease and accept full responsibility therefor.

IN WITNESS WHEREOF, this Mutual Release and Termination of Lease has been executed
this _____ day of _____, 2019.

**CITY OF SAN PABLO, a
California municipal corporation**

**By: _____
R. Matt Rodriguez, City Manager**

**CREEKSIDE VILLAGE MHC, LLC, a
Delaware limited liability company**

By: _____

By: _____

**ATTEST:
City Clerk**

By: _____

Dated: _____

**APPROVED AS TO FORM:
City Attorney**

By: _____

Dated: _____

EXHIBIT E

ASSIGNMENT OF LEASES

This Assignment and Assumption of Leases is made and entered into as of _____, 2019, by and between by the City of San Pablo, a California municipal corporation ("Assignor"), in favor of Creekside Village MHC, LLC, a Delaware limited liability company ("Assignee"), with reference to the following:

A. Assignor and Assignee have entered into the Agreement Regarding Willow Mobile Home Park dated _____, 2019, (the "Termination Agreement") regarding the termination of Assignor's lease of that certain real property located at 2885 Willow Road, San Pablo, CA 94806, and more particularly described in Exhibit "A" attached hereto (the "Real Property").

B. Pursuant to the Termination Agreement, Assignor agreed to assign to Assignee, all of Assignor's interest, as lessor, under the leases affecting the Real Property as of the date of the Closing (as defined in the Termination Agreement), which leases are more particularly identified in Exhibit "B" attached hereto and incorporated herein by this reference (the "Leases").

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties hereby agree as follows:

1. Assignment. Assignor hereby assigns to Assignee, all of Assignor's right, title and interest, as lessor, in, to and under the Leases, including the right to collect and retain all rent, past, present and future, from tenants of the Property, including all past due and unpaid rent, additional rent, operating expenses, and other charges and sums due under the Leases.

2. Assumption. Assignee hereby assumes all of Assignor's rights, interests and obligations in, to and under the Leases arising from and after the date of Closing. Assignee shall not assume liability to tenants under the Leases for any excess rent, operating expense charges, or other matters arising prior to Closing, and Assignor shall indemnify, defend and hold Assignee harmless from any losses, liabilities, claims or expenses (including court costs and attorney fees) relating to such matters.

3. Indemnification. Assignee agrees, from and after the date of Closing, that it will defend, indemnify, protect and hold harmless Assignor and its officers, beneficiaries, employees, agents, attorneys, representatives, legal successors and assigns ("Indemnitees") from, regarding and against any and all liabilities, obligations, orders, decrees, judgments, liens, demands, actions, claims, losses, damages, fines, penalties, expenses, or costs of any kind or nature whatsoever, together with fees (including, without limitation, reasonable attorneys' fees and experts' and consultants' fees), which arise out of Assignee's operation or discontinued operation of the Real Property.

5. Miscellaneous. This Assignment may be executed in counterparts. This Assignment shall be binding upon the parties and their respective successors and assigns. This Assignment shall be governed by and interpreted in accordance with the laws of the State of California. If any action or proceeding is commenced by either party with respect to this

Assignment, the prevailing party in such action or proceeding shall be entitled to recover its costs and expenses incurred in such action or proceeding, including attorney's fees and costs.

IN WITNESS WHEREOF, this Assignment Agreement is made and entered into as of the date first set forth above.

ASSIGNOR:

CITY OF SAN PABLO,
a California municipal corporation

By _____
R. Matt Rodriguez, City Manager

ASSIGNEE:

CREEKSIDE VILLAGE MHC, LLC,
a Delaware limited liability company

By: _____
Name: _____
Its: _____

**EXHIBIT A
To Assignment of Leases**

Legal Description

EXHIBIT B
To Assignment of Leases

Leases

Exhibit E

EXHIBIT F

BILL OF SALE

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, City of San Pablo, a California municipal corporation ("City"), does hereby, give, grant, bargain, sell, transfer, assign, convey and deliver to Creekside Village MHC, LLC, a Delaware limited liability company ("Creekside"), all of its right, title and interest in and to:

(a) All of the personal property (the "Personal Property") owned by City and located upon and used in connection with that certain real property commonly known as and located at 2885 Willow Road, San Pablo, CA 94806 and more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference, which Personal Property includes, but is not limited to, the mobile homes located on spaces 1, 7, 16, 17, 33, and 37; and

(b) All rights, permits, the name "Willow Mobile Home Park", entitlements, and other intangible property related to the real property described in Exhibit "A".

All of the personal property is conveyed and accepted in "as-is" condition with no warranty being made as to its physical condition.

Dated: _____, 2019.

CITY:

CITY OF SAN PABLO,
a California municipal corporation

By _____
R. Matt Rodriguez, City Manager

**EXHIBIT A
To Bill of Sale**

Legal Description