



SUBMITTAL TO THE BOARD OF DIRECTORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



352

FROM: Regional Park & Open-Space District

SUBMITTAL DATE:
June 22, 2011

SUBJECT: 2011-029D Blythe Mobile Home Agreement Resolution 2011-11

RECOMMENDED MOTION: That the Board approves and:

1. Adopts Resolution No. 2011-11, Delegation of Authority for General Manager to Execute Rental Agreements Concerning District Owned Land; and
2. Authorizes use of the attached Rental Agreement for the listed Blythe Marina Mobile Home lots; (see attachments A and B)
3. Directs the Clerk of the Board to return one (1) executed copy of the Blythe Marina Mobile Home Rental Agreement to the District; and
4. Authorizes the General Manager, or designee, to perform all ministerial duties necessary to administer all of the Rental Agreements.

BACKGROUND: The District is requesting approval of the attached agreement as the document to use upon annual renewal for all existing and new homeowners and successors in interest.

[Signature]
Scott Bangle, General Manager

2011-029D LC

| | | | |
|---------------------------|-------------------------------|----|----------------------------|
| FINANCIAL DATA N/A | Current F.Y. Total Cost: | \$ | In Current Year Budget: |
| | Current F.Y. Net County Cost: | \$ | Budget Adjustment: |
| | Annual Net County Cost: | \$ | For Fiscal Year: 2011-2012 |

SOURCE OF FUNDS:

| | |
|----------------------------------|--------------------------|
| Positions To Be Deleted Per A-30 | <input type="checkbox"/> |
| Requires 4/5 Vote | <input type="checkbox"/> |

C.E.O. RECOMMENDATION:

APPROVE

BY: *Alex Gann*
Alex Gann

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: *Synthia M. Gunzel*
DATE: *6/28/11*
SYNTHIA M. GUNZEL
Departmental Concurrence

Dept't Recomm.: Consent Policy
Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.:

District: VI
ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

Agenda Number:

13.1

SUBJECT: 2011-029D Blythe Mobile Home Agreement Resolution No. 2011-11

BACKGROUND: The District owns certain real property, known as Blythe Marina Estates, located in the Blythe area of Riverside County, State of California, consisting of approximately 22.5 acres of land, particularly described as Assessor's Parcel Number 833-310-001 and a portion of 833-310-004, whereby the District currently rents out spaces. The District desires to use the attached Rental Agreement upon Board approval for use at the Blythe Marina Estates. The delegation of authority to the General Manager would facilitate the processing of such documents and reduce costs associated therewith. The initial term of each rental agreement would be for a period of twelve (12) months. This Rental Agreement would need to be renewed each year unless terminated earlier pursuant to the terms of the rental agreement.

This Resolution has been approved as to form by County Counsel.

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RESOLUTION No. 2011-11
DELEGATION OF AUTHORITY FOR GENERAL MANAGER
TO EXECUTE RENTAL AGREEMENTS
CONCERNING DISTRICT OWNED LAND

WHEREAS, the Riverside County Regional Park and Open-Space District ("District") may rent its own real property necessary to the full exercise of its powers; and

WHEREAS, the District at times has the need to enter into a rental agreement with a person, public or private, to facilitate and carry out the purposes of the District; and

WHEREAS, the District owns that certain real property in the Blythe area of Riverside County, known as the Blythe Marina Estates, more particularly described as Assessor's Parcel Numbers 833-310-001 and a portion of 833-310-004, whereby the District desires to rent mobilehome spaces; and

WHEREAS, the District desires to establish the attached Mobilehome Rental Agreement, ("Agreement"), as the form to be used for these real property transactions by requesting Board of Directors approval of said Agreement and to delegate the authority to the General Manager, or his designee, to negotiate, approve and execute the Agreement;

WHEREAS, delegating the authority to execute the above referenced agreements would expedite the processing of such documents and reduce costs in connection therewith; now, therefore,

BE IT RESOLVED, DETERMINED AND ORDERED by the Board of Directors of the Riverside County Regional Park and Open-Space District, in regular session assembled on _____, that the attached Mobilehome Space Rental

FORM APPROVED COUNTY COUNSEL
BY: *Synthia M. Gunzel* 6-28-11
SYNTHIA M. GUNZEL
DATE

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Agreement is approved substantially to form and can be used by the District for purposes described herein.

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED by the Board that the General Manager, or his designee, of the District is hereby authorized to negotiate, approve and execute the attached Rental Agreement on behalf of the District for compensation not to exceed the amount of base rent fee established by the District.

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED by the Board that the General Manager, or his designee, of the District is hereby authorized to perform all ministerial duties necessary to administer the executed Rental Agreements.

BLYTHE MARINA MOBILE ESTATES
MONTH-TO-MONTH MOBILEHOME SPACE RENTAL AGREEMENT

THIS IS A RENTAL AGREEMENT ("AGREEMENT") BETWEEN OWNER OF BLYTHE MARINA MOBILE ESTATES AND THE PERSON(S) PROVIDED BELOW IN SECTION C. THIS IS A BINDING AGREEMENT FOR THE ENTIRE TERM OF THE AGREEMENT, INCLUDING ANY APPLICABLE EXTENSIONS THEREOF. THE RESIDENT(S) WHOSE NAME(S) ARE LISTED, AGREE TO RENT THE SPACE LISTED BELOW FOR THE DESCRIBED PERIOD AND ACCORDING TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT. THIS IS A RENTAL AGREEMENT FOR THE PERSONAL AND ACTUAL RESIDENCE OF THE HOMEOWNER(S). HOWEVER, IT IS A RENTAL AGREEMENT FOR SPACE ONLY AND HOMEOWNER(S) SHALL PROVIDE OWN RESIDENCE AND ARE COMPLETELY RESPONSIBLE FOR SUCH RESIDENCE.

Blythe Marina Mobile Estates Park Owner: Riverside County Regional Park & Open-Space District
Address: 4600 Crestmore Road, Riverside, CA 92509

Hereinafter referred to as "Landlord," and

Homeowner's Name: _____

Address: 228 Blue Ridge Road Sp # _____, Blythe, California 92225

Mailing Address (if different): _____

Telephone number: _____ Cell number: _____

And

Homeowner's Name: _____

Address: 228 Blue Ridge Road Sp # _____, Blythe, California 92225

Mailing Address (if different): _____

Telephone number: _____ Cell number: _____

Hereinafter referred to as "Homeowner" without regard to number or gender.

(Each person of legal age residing at the above address shall be a party to the rental agreement.)

MOBILEHOME INFORMATION

Make of Mobilehome: _____

Model of Mobilehome: _____

Size of Mobilehome: _____ Year of Manufacture: _____

(DMV) License or (HCD) Decal #: _____

HUD Insignia #'s: (1) _____ (2) _____

Manufacturer Serial #'s: (1) _____ (2) _____

LANDLORD AND HOMEOWNER AGREE AS FOLLOWS:

- A. DATE this Agreement is signed: _____
- B. DATE on which the term of this Agreement begins: _____
- C. HOMEOWNER(S): _____
- D. BASE RENT: \$ _____ base rent, plus trash and sewer charges
- E. TERM of Agreement: This Agreement shall be on an ongoing _____ month basis, beginning on _____, and continuing unless otherwise terminated pursuant to this Agreement.

1. DESCRIPTION: Landlord leases to Homeowner on the following terms and conditions Space No. _____ hereinafter referred to as "home site," at 228 Blue Ridge Road, Blythe, California 92225, hereinafter referred to as the "Park".

2. OFFER OF TWELVE-MONTH RENTAL AGREEMENT: Homeowner(s) are specifically offered a Twelve-Month Rental Agreement under the same terms and conditions offered to "Month-to-Month" Homeowners during the same twelve (12) month period of this Agreement. Rental agreements for periods longer than twelve (12) months are available when mutually agreed upon by both homeowner and landlord.

3. RENT: Homeowner(s) shall pay the Base Rent set forth at (D) above. The amount of rent can be changed upon ninety (90) days' notice to the Homeowner pursuant to the Mobilehome Residency Law.

3.1 LATE FEE: A late fee of **\$25.00** applies if rent is not received by the 7th of each month.

4. PARK IMPROVEMENTS PROVIDED: Improvements provided by Landlord for Homeowner(s) during the term of this Agreement, unless changed: clubhouse, pool, spa, laundry room.

5. UTILITIES: Homeowner(s) and Landlord agree to the following regarding utilities. This Agreement may be changed or modified on sixty (60) days' written notice to Homeowner(s) by Landlord.

5.1 Utilities Included in Rent: Homeowner(s)' water service is provided by Landlord at no additional cost. It is included in the basic rental rate. This may be changed to a "sub-metered" basis and charged monthly on, sixty (60) days notice by Landlord.

5.2 Flat Rate Utilities: Homeowner(s) shall be charged their proportionate share of the Landlord's trash and sewer service each month, including any taxes and finance charges.

5.3 Utilities Billed Directly by Provider: Homeowner(s) Electric, Gas, Telephone and Cable TV Service are available through outside contractors or utility companies. Homeowner(s) will contract with the companies directly for these services. Landlord is not responsible for the installation or maintenance or continuation of the utilities/services. Homeowner(s) will pay for such services directly to the company providing such care.

6. PAYMENT OF RENT AND OTHER CHARGES: Payment for rent, utilities, and other charges is due on the first (1st) day of each month, and shall be considered past due on the seventh (7th) day of each month. Payment for rent, utilities, or other charges must be made without deduction or offset whatsoever, and shall be payable in check or money order, made payable to "Blythe Marina Mobile Estates." Payment must be sent to, Regional Park and Open Space District at 4600 Crestmore Road, Riverside, CA 92509-6858. For your safety and safety of the management, we cannot accept cash payments.

A check return charge may be assessed by Landlord in the amount of **\$50.00** whenever a check for rent or any other charge is returned unpaid from a bank or financial institution.

7. MOBILEHOME RESIDENCY LAW: Homeowner(s) hereby acknowledge receipt of a copy of the "Mobilehome Residency Law" a part of the Civil Code of the State of California. Terms and provisions of the Mobilehome Residency Law, including and changes thereto, are specifically made a part of this Agreement.

8. RULES AND REGULATIONS: Homeowner(s) acknowledge receipt of a copy of the Park Rules and Regulations, which are hereby incorporated by the reference herein and made a part of this Agreement. Homeowner(s) agree to comply with these rules as they now exist and such additional rules as may be promulgated by the Landlord from time to time in accordance with the Mobilehome Residency Law or any other applicable law now in effect or as amended.

9. USES AND ABANDONMENT PROHIBITED: The mobilehome and premises shall be used for private residential purposes of Homeowner(s) and no business or commercial activity of any nature shall be conducted thereon. No

(Date) (Initials) (Initials) (Initials) (Initials) (Initials)

persons other than those listed on the second page of the Agreement at (C), and Homeowner(s)' guests may reside at the premises without the written consent of the Landlord. Homeowner(s) shall not vacate or abandon the premises at any time during the time of this Agreement or renewal. At all times, at least one of the persons listed on the second page of this Agreement in Section (C) as a Homeowner **must be "Registered" or "Legal" owner of the mobilehome which occupies the Space.**

10. SUBLEASING, RENTING OR ASSIGNMENT OF RENTAL AGREEMENT: Homeowner(s) shall not sublease or otherwise rent all or any portion to the Homeowner(s)' mobilehome or the premises, without the prior written consent of Landlord Management, and unless subleasing conditions are met:

- 10.1 Homeowner(s) must be in full compliance with all current Park Rules and Regulations prior to consent by Management to sublease.
- 10.2 Homeowner(s) may not sub-rent more than one (1) mobilehome in the park.
- 10.3 A written Sub-Rental Agreement must be entered into between Landlord and Homeowner(s), which Agreement shall become a part of this Rental Agreement.
- 10.4 All sub-renter(s) must be approved by Landlord prior to moving into mobilehome. Consent to One sub renting shall not be deemed consent to any subsequent sub renting.
- 10.5 All sub-renter(s) must agree to sign and comply with all Rules and Regulations of the Park.
- 10.6 All Sub-Rental Agreements must be in writing and shall not be for a period which extends beyond the termination of the Homeowner(s)' Rental Agreement. A copy of the Sub-Rental Agreement between Homeowner(s) and Sub-Renter(s) must be provided by the Landlord.
- 10.7 Approval of any Sub-Renter(s) may not be construed as automatic approval of the Sub-Renter(s) for permanent residency. If Sub-Renters wish to purchase the Homeowners mobilehome at any time (prior to or after approval is given to sub-rent), Homeowner agrees to notify Landlord Management immediately of their intent to sell the mobilehome and agrees to have the applicants reprocessed as prospective purchasers in accordance with all park changes in ownership requirements. Homeowner(s) understands that the Rental Agreement and rent rate for their prospective purchaser may be different than those in effect for the selling Homeowner.
- 10.8 Regardless of management's consent, no subletting shall release Homeowner(s) of Homeowner(s) obligations under this Lease. Homeowner(s) shall remain liable for all payments of rent and other charges, however, acceptance of rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision of this Lease.
- 10.9 Homeowner shall remain fully responsible for any compliance of the terms of this master Rental Agreement, Park Rules and Regulations, and the Mobilehome Residency Law, including but not limited to, payment of rents, utilities and other charges, mobilehome occupancy limits, space maintenance, conduct of occupants and guests, and may not waive any such liability by subsequent agreement with Sub-Tenant to that end. In the event of a default by any sub lessee in the performance of any of the terms of the Park's Rules and Regulations, this Rental Agreement or the Mobile home Residency Law, Landlord may proceed directly against Homeowner(s) and/or Sub-Renter(s) for remedy.
- 10.10 Homeowner(s) shall not assign or encumber their interest in this Rental Agreement or the Premises. No consent to any assignment, encumbrance, sublease or other renting shall constitute a further waiver of the provisions of this paragraph. If Homeowner(s) consist of more than one (1) person, a purported assignment, voluntary, involuntary, or by operation of law, from one person to the other shall be deemed an assignment within the meaning of this paragraph.

11. INSPECTION OF THE PREMISES: By signing this Rental Agreement, Homeowner(s) acknowledge Homeowner(s) have carefully inspected the Space to be rented and all the Park's facilities and have found them to be in every respect in good order, well maintained, and as represented by the Landlord to the Homeowner(s), either orally or in writing, and to the extent that they are not exactly as represented, either orally or in writing, accept them as they are. Homeowner(s) agree at the termination of their Agreement to peaceably surrender the premises to the Landlord in a clean and well-maintained condition.

12. CHANGES IN MAINTENANCE SERVICE EQUIPMENT OR IMPROVEMENTS STANDARDS: The standard of maintenance of physical improvements in the Park, together with services (including utilities) may be changed from time to time on sixty (60) day's written notice to Homeowner(s).

13. RESPONSIBILITY OF BLYTHE MARINA MOBILE ESTATES FOR MAINTENANCE: It is the responsibility of the Landlord to provide and maintain the physical improvements in the common facilities (Swimming Pool, Clubhouse, Billiard Room, and Laundry Room) in good working order and condition [California Civil Code 798.15(d)]. Homeowner(s) acknowledge, however, that it is impossible for Landlord to maintain the Park's common facilities and physical improvements in perfect order. To determine "good working order," the parties agree that from time to time things in the Park's common facility (e.g. water lines, sewer lines, electrical distribution system, gas distribution system, streets, buildings, appliances, etc.) will break down. The parties agree such breakdowns are inevitable and expected even if the facilities are kept in "good working order." In order to determine whether or not the Landlord is maintaining the Park's common facilities in "good working order," the parties agree all of the following must be taken into consideration.

- 13.1 The age of the Park
- 13.2 The rent being charged in relation to the other comparable mobilehome parks in the area.
- 13.3 The condition of the mobilehomes in the Park.
- 13.4 The condition of Homeowner(s) lots.
- 13.5 The condition of the area surrounding the Park.
- 13.6 The condition of public streets and other services in the area.

Homeowner(s) and Landlord agree Blythe Marina Mobile Estates is **not** in any way responsible for the following things because they are beyond the Landlord's control:

- 13.7 Interruption or failure of electrical, gas water or cable television (if available) services caused by the supplier of the utilities to the Park.
- 13.8 Sewer backups, caused by deliberate sabotage, the failure of the Homeowner(s)' equipment in their Mobilchome including Homeowner(s) side of the sewer connection.
- 13.9 The failure of the gas, electric, water, sewer system, or cable television (if available) caused by a problem on the Homeowner(s) side of the meter or hookup.

Homeowner(s) specifically agree that any problem experienced with water, sewer, gas, electric, or cable T.V. (if available) on "their side" of the meter or hookup is "Homeowner(s) problem" and Landlord shall have no liability for such problem. Homeowner(s) further agree their failure to correct any problems on "their side" of the meter or hookup may result in damage to their neighbors and Landlord if they fail to correct it.

14. HOMEOWNER(S)' DUTY TO REPORT DEFECTS: Landlord and Homeowner(s) agree Homeowner(s) shall report any defect in the maintenance of the Park's common facilities including, but not limited to: water leaks, gas leaks, potholes and cracks in the paving or roads, unclean or inoperable laundry facilities, insufficient trash bin capacity, dirty trash areas, dust, dirt or debris on road, problems with the heating or cooling at the common buildings, discolored, bad smelling or inadequate water supply or pressure, problems with the Park's common electrical system, leaks, backups, or lack of capacity of the Park's septic system, torn or dirty carpeting, torn floor covers or windows covering the Park's equipment, buildings, facilities or maintenance including landscaping. Homeowner(s) shall give notice immediately to the Park's owner or representative upon Homeowner's discovery of an emergency threatening life, health or property damage. Homeowner(s) shall file a written report with the Park's owner or representative within ten (10) working days for all the other non-emergency breakdowns or defects.

The parties further agree that if Homeowner(s) fail to report any such defects or breakdowns, Homeowner(s) are in substantial violation of this Rental Agreement. Should Homeowner(s) fail to report any such defect, during which time Homeowner(s) pay rent, utilities and other charges due under the terms of this Agreement. Homeowner(s) does by signing the Agreement, and shall be deemed to have waived any damages Homeowner(s) had or has by reason of such unreported defect completely and without qualification.

15. IMPROVEMENTS: All improvements made on Space described in (A) on page two (2) of this agreement, must be approved by Landlord prior to being installed or completed. Any structure permanently attached or embedded in the ground on said Space, including but not limited to, trees, structures, fences, blacktop, concrete, shall become the responsibility of the Homeowner(s). However, they may not be removed by the Homeowner(s) without the prior consent of the Landlord. Homeowner(s) shall maintain all the above at Homeowner(s)' sole expense and shall be completely responsible for each of them. Responsibility to maintain such improvements shall transfer to any and all subsequent Homeowner(s) of such space.

16. CHARGES FOR MAINTAINING OF SPACE (CIVIL CODE 798.36) Landlord may charge a reasonable fee for services relating to the landscape maintenance of the Space described on page two (2) in the event the Homeowner(s) fail to maintain the Space in accordance with the Parks rules. The Landlord will provide Homeowner(s) written notification of their failure to maintain the landscape of the Space, stating the specific condition to be corrected and an estimate of the charge to be imposed by management if the services are performed by management or its agent. Homeowner(s) will then have fourteen (14) days after notice to comply by correcting the condition.

17. LIENS AND CLAIMS: Homeowner(s) shall not suffer against or permit to be enforced against the Landlord any lien, claim or demand arising from any work or construction, repair, restoration, maintenance or removal; the Homeowner(s) shall pay all such liens, claims and demands before any action is brought to enforce the same against the Landlord. Resident(s) agrees to hold Landlord free and harmless from all liability for any and all such liens, claims or demands, together with all costs and expenses, including but not limited to, the attorneys fees and court costs incurred in connection therewith.

18. ENTRY UPON RESIDENT(S)' SPACE: The Landlord shall have a right to entry upon the Space defined in item one (1) on page two (2) of this Agreement for maintenance of utilities and the protection of the mobilehome park at any reasonable time but not in a manner or at a time which would interfere with the occupant(s)' quiet enjoyment. Homeowner(s) hereby grant to the Park owners or Park owners agent the right to enter the mobilehome in the absence of the occupant(s) in the case of an emergency or when the occupant(s) have abandoned the mobilehome.

19. TERMINATION OF TENANCY BY PARK: This Rental Agreement, at the sole option of Landlord may be declared forfeited and/or the tenancy may be terminated and/or Homeowner(s)' right of possession terminated, in accordance with the provisions of the Mobilehome Residency Law and other applicable law. Any rights of termination granted the Landlord due to any future amendments, deletions, or modifications to the Mobilehome Residency Law and other applicable law may be enforced by the Landlord as amended.

20. TERMINATION OF THIS AGREEMENT BY HOMEOWNER(S): Homeowner(s) may cancel this Rental Agreement on sixty (60) days' written notice to the Landlord and either

- (1) Homeowner(s) removes their mobilehome from the Park, or
- (2) Homeowner(s), or their Heirs/Beneficiaries, sells their mobilehome to another party who has been approved by the Landlord for tenancy in the park in accordance with the terms of this Agreement.

Homeowner(s) understand this Rental Agreement will remain in effect and Homeowner(s) will be liable to pay rent and other charges as set forth above, and will remain responsible for all terms and conditions of this Agreement, as long as they occupy the Space. Should the Space be vacated or abandoned, its possession and control shall revert back to the Landlord.

21. REMOVAL ON SALE: Landlord may, at its option, in order to upgrade the quality of the Park, require the removal of mobilehomes from the premises upon their sale or transfer to a third party, in accordance with the provisions of the Mobilehome Residency Law.

22. APPROVAL OF HOMEOWNER(S) AND SUBSEQUENT HOMEOWNER(S): Homeowner(s) may sell their mobilehome at any time pursuant to the rights and obligations of the Homeowner(s) and Landlord under this Agreement. If the prospective buyer(s) of the mobilehome intends for the mobilehome to remain in the Park, and said buyer must (1) complete an Application for Residency, (2) be accepted by Landlord, and (3) the prospective buyer(s) must execute a Rental Agreement. Prior approval by Landlord and proper registration ID and signed Rules and Regulations documentation, shall apply before any person(s) other than the ones listed in (C) on page two (2) of this Agreement shall be permitted to become a Resident of the Park. Park Rules and Regulations and the Rental Agreement signed by the new Homeowner(s) may be different in their terms and provisions than this Agreement and other agreements and Rules and Regulations now in effect. All rights, remedies and restrictions described in the

(Date) (Initials) (Initials) (Initials) (Initials) (Initials)

Mobilehome Residency Law of the California Civil Code shall apply before the Homeowner(s) may sell the mobilehome located at the Space described on page one (1) of this Agreement. It is clarified to the effect that the rights, remedies, and restrictions described in the California Civil Code shall apply in the case of any sale of a mobilehome by Homeowner(s), this provision is not merely applicable to an heir, joint tenant, representative of the estate which gains ownership of a mobilehome in the park through the death of the owner of the mobilehome, or any legal owner or joint lien holder who forecloses on the mobilehome.

23. BLYTHE MARINA MOBILE ESTATE'S RESPONSIBILITY FOR CHANGES IN THE VALUE OF MOBILEHOMES: Homeowner(s) and Landlord agree the future value of Homeowner(s) mobilehome is in no way guaranteed by Landlord. Homeowner(s) acknowledge Landlord has made no representation that Homeowner(s) mobilehome will necessarily increase in value over time and that in fact the mobilehome may decrease in value depending upon market conditions, availability of financing, condition of the mobilehome, demand for housing in this area, availability and cost of other housing alternatives, the age of the Park, changes in the Park's rules and rental rate, and levels of maintenance in the Park. Homeowner(s) accept the risks of changes in the factors just listed and accept the increase or decrease of value they may bring.

24. HOMEOWNER(S) MEETINGS: Landlord's Management shall meet and consult with Homeowner(s) upon written request, either individually, collectively, or with representatives of a group of Homeowner(s) who have signed a request to be so represented, on those matters as provided for by the Mobilehome Residency Law (California Civil Code 798.53)

25. LIABILITY FOR DAMAGE: Homeowner(s) will be responsible for any injury, damages or loss to themselves or guests while upon the Space or caused by use of the Park facilities. Homeowner(s) agree to reimburse the Landlord for damages done to any Park facility, building, street, utility, or property caused directly or indirectly by Homeowner(s), their relatives, guests, or invitees.

26. REQUIREMENTS OF CIVIL CODE 798.27: Blythe Marina Mobile Estates is zoned C.P. General Commercial. If a change occurs concerning the zoning under which the Landlord operates, Homeowner(s) shall be given written notice within thirty (30) days of that change.

27. INTERPRETATION: Each provision of this Agreement is separate, distinct, and individually enforceable. In the event any provision is declared to be unlawful or unenforceable, the validity of all other provision shall not be affected.

28. WAIVER: The failure of the Landlord to take action in any respect because of (a) any breach of a term, covenant, or condition, contained herein or (b) the violation of a Park rule, shall not be a waiver of that term or rule. The subsequent acceptance of rent by Landlord shall not be a waiver of any preceding breach, or violation of Park rules including failure to pay rent timely.

29. ATTORNEY'S FEES AND COSTS: In any action arising out Homeowner's tenancy, this Agreement or the provisions of the Mobilehome Residency Law, the prevailing party shall be entitled to reasonable attorney's fees and costs. A party shall be deemed a prevailing party if the judgment is rendered in his favor or where litigation is dismissed in his favor prior to or during trial, unless the parties otherwise agree.

30. CONDEMNATION: If the Space of any portion of the facilities in the Park are taken by the power of eminent domain, or sold by Landlord under the threat of said power (all of which is herein referred to as "condemnation"), this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If more than twenty percent (20%) of the Space, or more than twenty percent (20%) of the land area of the Park is taken by condemnation, either Landlord or Homeowner(s) may terminate this Agreement as of the date the condemning authority takes possession. This termination will be effected by giving notice in writing of such election within twenty (20) days after Landlord shall notified Homeowner(s) of such taking or in the absence of such notice, then within twenty (20) days after the condemning authority shall have taken possession. If this Agreement is not terminated by either Landlord or Homeowner(s) as provided herein above, then it shall remain in full force and effect as to the portion of the Park remaining.

All awards for the taking of any part of the premises or any payment made under the threat of the exercise of the power of eminent domain shall be the property of the Landlord, whether made as compensation for the diminution of the value of the leasehold or for the taking of the fee or as severance damages, provided, however, that Homeowner(s) shall be

entitled to any award for loss of or damage to Homeowner(s)' mobilehome and removable personal property, including storage sheds, awnings, skirting and patios.

Each party hereby waives the provisions of Code of Civil Procedure 1265.130 allowing either party to petition the Superior Court to terminate this Agreement in the event of a partial taking of the premises. Rent shall not be abated or reduced during the period from the date of taking until the completion of restoration by Landlord, if any, and all other obligations of Homeowner(s) under this Agreement shall remain in full force and effect.

31. SUBORDINATION: This Agreement and any leasehold interest which may be created by it shall be subordinate to any encumbrance of record before or after the date this Agreement affecting the mobilehome park, and all buildings or other improvements, therein, and/or the land of which the Space rented to Homeowner(s) is a part. Such subordination is effective without any further act of Homeowner(s); Homeowner(s) agree, however, to execute and deliver any documents or instruments which may be required by any lender to effectuate any subordination promptly upon request of Landlord. If Homeowner(s) fail to execute and deliver any such documents or instruments, Homeowner(s) hereby irrevocably constitute and appoint the owner of Park as Homeowner(s)' special attorney-in-fact to execute and deliver any such documents or instruments.

32. EFFECT OF THIS AGREEMENT: Homeowner(s) agree this Agreement contains the entire Agreement between the parties regarding the rental of Space within Blythe Marina Mobile Estates. All prior negotiations or stipulations concerning this matter which preceded or accompanied the execution of this Agreement are conclusively deemed to have been superseded by this written Agreement. This Agreement completely supersedes any prior Agreement of the parties, whether in writing or oral.

33. ALTERATIONS OF THE AGREEMENT: This Agreement may be altered by the Homeowner(s) only by written Agreement signed by all parties, or by operation of law. This Agreement may be altered by Landlord by written agreement signed by all parties or in any manner provided by the mobilehome Residency Law or other applicable law.

34. TIME: Time is of the essence of this Agreement.

35. ACKNOWLEDGEMENT: Homeowner(s), which term includes each of the people set forth in (C) on page two (2) of this Agreement, have acknowledged that they have received a copy of this Agreement and a copy of the Park Rules and Regulations, and a copy of the Mobilehome Residency Law, and further, that each and all of them have read and understand each of these documents. By signing this Rental Agreement, the undersigned "Consent" to the Rules it contains pursuant to California Civil Codes, 798.25.

///

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///

[Signature Provisions on Following Page]

(Date)

(Initials)

(Initials)

(Initials)

(Initials)

(Initials)

HOMEOWNER(S) AGREE LANDLORD OF BLYTHE MARINA MOBILE ESTATES, ITS MANAGER AND OWNERSHIP, HAVE NOT REQUIRED HOMEOWNER(S) TO PURCHASE, RENT OR LEASE ANY GOODS OR SERVICES FROM THE LANDLORD, ITS MANAGEMENT OR ANYONE ELSE. HOMEOWNER(S) ACKNOWLEDGE THEY HAVE BEEN OFFERED A RENTAL AGREEMENT FOR TWELVE (12) MONTHS CONTAINING THE SAME TERMS AND CONDITIONS OFFERED TO MONTH-TO-MONTH HOMEOWNERS DURING THE SAME PERIOD.

HOMEOWNER(S):

Dated: _____ Homeowners Signature: _____

Dated: _____ Homeowners Signature: _____

Dated: _____ Homeowners Signature: _____

Dated: _____ Homeowners Signature: _____

Dated: _____ Homeowners Signature: _____

LANDLORD:

Dated: _____ Management Signature: _____

Name and Position: _____

Blythe Marina Mobile Estates

FORM APPROVED COUNTY COUNSEL
BY: Synthia M. Gunzel 6-28-11
SYNTHIA M. GUNZEL. DATE

BLYTHE MARINA RESIDENTS

| # of Spaces | Space # | Owners |
|-------------|---------|-------------------------------------|
| 1 | 30 | Story, Patrick |
| 2 | 31 | Raborn, Paralee |
| 3 | 32 | Ponder, William and Krista |
| 4 | 34 | Leslie John |
| 5 | 36 | Ramos, Jose and Carmaine |
| 6 | 37 | Copple, Derek and Maria |
| 7 | 38 | Moore, Dan and Catherine |
| 8 | 39 | Cantron, Michael |
| 9 | 41 | Lapp, Susan |
| 10 | 44 | Acuna, George |
| 11 | 45 | Boone, Eddie & Patricia |
| 12 | 49 | Rojas, Hector and Yolanda |
| 13 | 50 | Rodriguez, Alvin |
| 14 | 56 | Sutika, Patricia and Wither Patrick |
| 15 | 58 | Garcia, Genevie J |
| 16 | 59 | Appleman, Wilbur and Kathleen |
| 17 | 63 | Donley, Lorna |
| 18 | 64 | Wood, Ruth |
| 19 | 65 | Miller, Kathleen |
| 20 | 66 | Long, Royce |
| 21 | 67 | Diaz, Mabel |
| 22 | 68 | Francis, Daniel and Francis |
| 23 | 70 | Davis, Gary and Jana |
| 24 | 73 | Bato, Chris |
| 25 | 74 | Brandon, Karen |
| 26 | 76 | Lawson, Donald and Diana |
| 27 | 77 | Bertheaud, Daniel & Delgado, Norma |
| 28 | 78 | Baker, Mattise |
| 29 | 79 | Allen, Inger and Kenneth |
| 30 | 80 | Cusick, Marcie |
| 31 | 81 | Boone, Rick and Stella |
| 32 | 82 | Grana, Michael and Aimee |
| 33 | 83 | Gonzalez, Ruben |
| 34 | 85 | Johnson, Delna |
| 35 | 86 | Buster, Birthew |
| 36 | 88 | Hurst, Danny |

BMH SITES

