



THE CITY OF

SAN DIEGO

CITY ADMINISTRATION BUILDING • 202 C STREET • SAN DIEGO, CA 92101

OFFICE OF THE
REAL ESTATE
ASSETS DIRECTOR
236-6144

March 5, 1996

File: Permit/Parrish
C701WW-113-B00

Terry Parrish
Route 13, Box 812
Escondido, CA 92025

Dear Ms. Parrish:

Re: Holdover Agreement - Rental Agreement Between City of San Diego and Terry Parrish

The above-referenced agreement, which is scheduled to terminate March 31, 1996, shall continue in effect on a month-to-month holdover basis commencing April 1, 1996.

Please sign and return the enclosed copy of this letter in the enclosed self-addressed envelope. If you have any questions, please call C. V. Svensson, Agricultural Asset Manager, at 236-5548.

Sincerely,

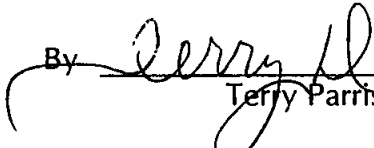
Robert J. Collins
Real Estate Assets Manager

CVS:jw(parrish.ext)

Enclosures

cc: Susan Drake, Audit Div., Auditor & Comptroller Dept.
Lease Billing Supervisor

ACKNOWLEDGED AND ACCEPTED:

By 
Terry Parrish



DIVERSITY
BRINGS US ALL TOGETHER



THE CITY OF

SAN DIEGO

REAL ESTATE ASSETS DEPARTMENT, MAIL STATION 51-A

CIVIC CENTER PLAZA, 1200 THIRD AVENUE, SUITE 1700

SAN DIEGO, CALIFORNIA 92101-4199 TELEPHONE: (619) 236-6020

FAX: (619) 236-6706

March 13, 1995

Terry Parrish
Route 13, Box 812
Escondido, CA 92025

Dear Ms. Parrish:

Re: Holdover Agreement - Rental Agreement Between City of San Diego and Terry Parrish

The above-referenced agreement, which is scheduled to terminate March 31, 1995, shall continue in effect on a month-to-month holdover basis commencing April 1, 1995.

Please sign and return the enclosed copy of this letter in the enclosed self-addressed envelope. If you have any questions, please call C. V. Svensson, Agricultural Asset Manager, at 236-5548.

Sincerely,

Robert J. Collins, Deputy Director
Asset Management & Marketing Division

CVS:jw(ag\parrish.ho)

Enclosures

cc: Susan Drake, Auditor's Office
Lease Billing Supervisor

ACKNOWLEDGED AND ACCEPTED:

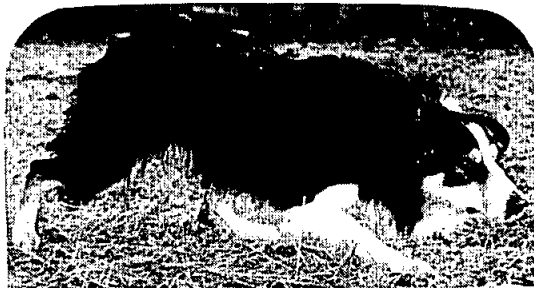
By

Terry Parrish



DIVERSITY
BRINGS US ALL TOGETHER

Blazin' Border Collies



TERRY PARRISH
(619) 739-8673

15671 Old Pasqual Road
Escondido, CA 92027

Dear Mr Svensson:

Please forgive my negligence in failing to return this agreement! It slipped to the bottom of my briefcase and your reminder prompted me to search for it. (I found some misplaced client's checks as well)

You should be receving comfirmation from my insurance company regarding the liability policy, it has not been canceled.

Thank's for patience.

Sincerely,

Terry Parrish

Daniel
Companion dog *obedience school*

760-738-0626

RENTAL AGREEMENT

THIS AGREEMENT is made in duplicate by and between THE CITY OF SAN DIEGO, through its City Manager, hereinafter designated as "CITY," and TERRY PARRISH, the undersigned, hereinafter designated as "TENANT," who hereby agrees to rent property owned by THE CITY OF SAN DIEGO, described as: House No. 7, 15450 Old San Pasqual Road in San Pasqual Valley which is a single-family residence, situated on 0.578 acre, as shown on Exhibit "A" attached, known as hereinafter called the "PREMISES," at a rental of \$475 per month, payable monthly in advance, on the first day of each calendar month beginning April 1, 1992. Rent for a lesser period shall be prorated. CITY hereby acknowledges receipt of \$475 deposit as guaranty for TENANT'S faithful performance of all covenants and conditions contained in this agreement. If at any time TENANT fails to keep and perform all of the terms, covenants and conditions of this agreement including the payment of rent, overdue and unpaid, CITY may, at its sole option, appropriate and apply all or any portion of said guaranty deposit to the payment of any loss or damage incurred by the CITY by reason of TENANT'S default or breach. Upon termination of this agreement and TENANT'S vacating the PREMISES and return of the keys of said PREMISES, CITY shall return without interest said deposit or portion remaining, if any, after deductions for an amount equal to any unpaid rents and/or loss and damage sustained by the CITY due to such period or default by TENANT.

TENANT hereby approves, agrees and consents to the following terms and conditions:

1. TENANT shall use the house solely for dwelling purposes; provided, however, breeding and training sheep dogs shall be permitted on the premises.
2. The renting of the above PREMISES shall be on a month-to-month basis for the term of three years beginning on April 1, 1992. Provided, however, that this agreement may be terminated at any time by either party upon 30 days' advance written notice, and if such notice is given by CITY exclusively pursuant to this paragraph, CITY shall also tender to the TENANT a proportional part of any rent paid in advance by TENANT.

TENANT agrees to pay said rent to THE CITY OF SAN DIEGO, City Treasurer, 1222 First Avenue, San Diego, California 92101-4155, in advance on the first day of each month so long as tenancy continues.

This tenancy is of a temporary nature, and no Relocation Payment or Advisory Assistance will be sought or provided in any form as a consequence of this tenancy or the termination thereof.

In the event TENANT fails to pay the applicable rents when due as previously provided herein, then TENANT shall pay CITY in addition to the delinquent rent, a sum of money equal to Five Percent (5%) of said delinquent rent; however, in the event said delinquent rent is still unpaid after fifteen (15) days of becoming delinquent, then TENANT shall pay CITY, instead of said Five Percent (5%), a sum of money equal to Ten Percent (10%) of said delinquent rent. It is the intent of this provision that CITY shall be compensated by such additional sum for loss resulting from rental delinquency including costs to CITY for servicing the delinquent account. The Property Director of CITY may for good cause waive any such delinquency compensation charge upon written application of TENANT prior to the delinquent period. The rights of CITY as provided for in this paragraph are in addition to the CITY'S rights, at the option of the Property Director, to immediately terminate this Rental Agreement for failure to pay rent promptly when due.

3. TENANT shall pay promptly when due all water, gas, light, and other utility bills applicable to the PREMISES during occupation and agrees to save CITY harmless therefrom.

4. TENANT shall not let or sublet the whole or any portion of the PREMISES, nor assign this tenancy to a third party, nor make or suffer any alterations to be made in or on said PREMISES, without first obtaining the written consent of CITY. In the event of a breach of this condition, CITY shall have the power to immediately declare this Rental Agreement terminated and will thereupon be entitled to immediate possession of the PREMISES.

5. TENANT shall give the CITY 30 days' advance written notice of intention to move or vacate the PREMISES, and upon such vacation agrees to leave same in as good condition as existed as of the day possession of the PREMISES was taken allowing, of course, for ordinary wear and tear incurred through normal usage during occupancy; and shall reimburse CITY for any damage done to said PREMISES, caused by TENANT'S occupation or tenancy, other than that due to normal use.

6. TENANT shall keep the PREMISES in a neat, clean and orderly condition at all times during occupancy, including watering of shrubs and lawn, and shall not permit rubbish, tin cans, garbage, etc., to accumulate at any time; shall not commit, suffer to permit any waste of said PREMISES or any acts to be done in violation of any laws or ordinances; shall not use or permit the use of said PREMISES for any illegal or immoral purposes; and shall comply with all applicable laws and local ordinances concerning said PREMISES and the use thereof.

7. TENANT shall vacate said PREMISES within 30 days after receipt of a notice to do so from CITY; and failing to vacate as herein provided, TENANT agrees that CITY, or its authorized agents, may enter upon said PREMISES and remove all personal property therefrom and in this event TENANT waives any and all claims of damages against CITY, its agent or employees. Nothing herein shall be deemed a waiver of any rights of CITY to demand and obtain possessions of said PREMISES in accordance with law in the event of a violation on TENANT'S part of any of the terms or conditions hereof.

8. This Rental Agreement is made upon the express condition that the CITY OF SAN DIEGO, its officers, agents and employees are to be free from all liability and claim for damage by reason of any injury to any person or persons, including TENANT, or property of any kind whatsoever and to whomsoever belonging, including TENANT, from any cause or causes whatsoever while in, upon or in any way connected with the said demised PREMISES or the sidewalks or public ways adjacent thereto during the term of this Rental Agreement or any extension hereof or any occupancy hereunder, and TENANT hereby covenants and agrees to indemnify and save harmless the CITY OF SAN DIEGO, its officers, agents and employees from all liability, loss, costs, expense and obligations on account of or arising out of any such injuries or losses however occurring.

9. In the event there is any prior existing lease or Rental Agreement between TENANT and CITY (or its predecessor in interest) covering the subject PREMISES, it is agreed and understood that this Rental Agreement shall cancel and terminate said prior lease or Rental Agreement as of the effective date of this Rental Agreement.

10. No repairs of any nature will be performed by the CITY unless deemed necessary and in the best interest of the CITY.

11. Should it become necessary for CITY to commence legal proceedings to recover possession, or enforce any other provision of this Rental Agreement, the prevailing parties will be entitled to legal costs in connection therewith, including a reasonable sum as attorney's fees as determined by the court. The parties agree that the law of the State of California shall be used in interpreting this Rental Agreement and will govern all disputes under this Rental Agreement and will determine all rights thereunder. At the option of either party, venue of any action involving this Rental Agreement may be in, or changed to the County of San Diego or the Southern District of California. Personal service either within or without the State of California shall be sufficient to give personal jurisdiction to any court in which an action is filed for litigation of rights under this Rental Agreement.

12. TENANT acknowledges that his interest may be subject to a possible possessory interest tax that the County may impose on such interest and agrees that any such tax shall be the liability of and be paid by TENANT before becoming delinquent.

13. The PREMISES shall not be used for any illegal purposes by TENANT or any other persons; nor shall the TENANT create any nuisance or allow any other persons to create a nuisance on the leased PREMISES or any part thereof. If in the opinion of the Property Director, either of these conditions occur, the Property Director shall have the right to immediately terminate this tenancy.

14. The terms of this agreement may be amended or revised at any time by written memorandum signed by both TENANT and CITY, and said memorandum shall become a part of the original agreement and shall operate with the same force and effect as the original agreement.

15. CITY shall have the right to review the rental rate of this agreement and may increase rent, at any time, upon 30 days' written notice.

16. TENANT acknowledges that the water supply and septic system currently in place are limited in capacity. There is a possibility that the septic tank will fail to adequately process a normal sewage outflow and that the well may run dry. In the event that the existing septic system, or the water pump fail to function, TENANT agrees that CITY is not responsible for providing water or sewage treatment.

17. TENANT agrees to maintain an adequate firebreak or brush clearance at least 50-feet wide around the residence.

TENANT

THE CITY OF SAN DIEGO

By Terry D Parrish
Terry Parrish

By William R Knowles
William R. Knowles, Agricultural Lease Manager
for the City Manager

Date 3/15, 1992

Date March 18, 1992

APPROVED as to form and legality this 24 day of March, 1992

JOHN W. WITT, City Attorney

By [Signature]
Deputy

WRK:jw(2)
3-9-92

