

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 Patricia Huntley, the undersigned, hereinafter designated as "TENANT," who hereby agrees to rent property owned by THE CITY OF SAN DIEGO, described as indicated on Exhibit A (a.k.a. old Judson dairy building), hereinafter called the "PREMISES," at a rental of \$250 per month, payable monthly in advance, on the first day of each calendar month beginning July 1, 1997. Rent for a lesser period shall be prorated. CITY hereby acknowledges receipt of \$250 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 PREMISES solely for the purpose of animal corrals and sheds.

2. The leasing of the above PREMISES shall be for a month-to-month period beginning on July 1, 1997. Provided, however, that this agreement may be terminated at any time by either party upon 30 days' advance written notice.

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 Real Estate Assets Manager 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 Real Estate Assets Manager, 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 and shall not permit manure, rubbish, 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 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. TENANT shall be solely responsible for all physical and mechanical maintenance, repairs and replacements made to the PREMISES up to a reasonable value. TENANT also agrees to cooperate and contribute to the share obligation of common area upkeep.

10. TENANT shall keep the PREMISES and the property on which it is situated free from any liens arising out of any work performed, materials furnished, or obligations incurred by TENANT. TENANT shall indemnify, hold harmless, and defend CITY from any liens and encumbrances arising out of any work performed or materials furnished by or at the direction of TENANT. Such indemnity shall include, without limitation, all attorneys' fees and costs incurred by CITY due to the filing of such mechanic's lien or notice thereof.

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 Real Estate Assets Manager, either of these conditions occur, the Real Estate Assets Manager 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 pump 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 structure.

18. TENANT acknowledges and agrees that this is 'an agricultural preserve' and if the TENANT is not employed in the agricultural business, CITY, at its sole option, may terminate this agreement.

19. TENANT shall take out and maintain at all times during the term of this agreement the following insurance at its sole expense:

a. Public Liability and property damage insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) Combined Single Limit Liability with an occurrence claims form. This policy shall cover all injury or damage, including death, suffered by any party or parties from acts or failures to act by CITY or TENANT or by authorized representatives of CITY or TENANT on or in connection with the use or operation of the PREMISES.

b. Fire, extended coverage, and vandalism insurance policy on all insurable property on the PREMISES in the amount to cover eighty percent (80%) of the replacement cost. Any proceeds from a loss shall be payable jointly to CITY and TENANT. The proceeds shall be placed in a trust fund to be reinvested in rebuilding or repairing the damaged property.

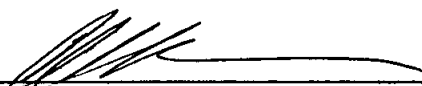
c. Conditions. All insurance policies will name CITY as an additional insured, protect CITY against any legal costs in defending claims, and will not terminate without thirty (30) days prior written notice to CITY. All insurance companies must be satisfactory to CITY and licensed to do business in California. All policies will be in effect on or before the first day of the agreement. A copy of the insurance policy will remain on file with CITY during the entire term of the agreement. At least thirty (30) days prior to the expiration of each policy, TENANT shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the terms of this agreement.

d. Modification. CITY, at its discretion, may require the revision of amounts and coverages at any time during the term by giving TENANT sixty (60) days prior written notice. CITY'S requirements shall be designed to assure protection from and against the kind and extent of risk existing on the PREMISES. TENANT also agrees to obtain any additional insurance required by CITY for new improvements, in order to meet the requirements of this agreement.

e. Accident Reports. TENANT shall report to CITY any accident causing more than Ten Thousand Dollars (\$10,000) worth of property damage or any serious injury to persons on the PREMISES. This report shall contain the names and addresses of the parties involved, a statement of the circumstances, the date and hour, the names and addresses of any witnesses and other pertinent information.

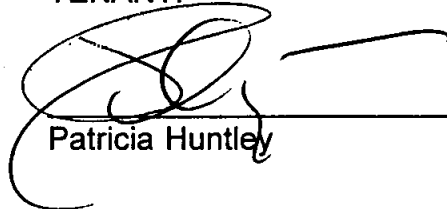
THE CITY OF SAN DIEGO

Date _____, 19__

By 
C. V. Svensson
Agricultural Asset Manager

TENANT:

Date 7/3, 1997


Patricia Huntley

APPROVED as to form and legality this 13th day of November, 1997

CASEY GWINN, City Attorney

By 
Deputy City Attorney

CVSLEASE\Huntley.ra

An aerial photograph showing a property outlined by a yellow rectangle. A red line runs along the top and right edges of the property. The text "4.242 acres" is overlaid on the yellow boundary. The property contains a large, light-colored building and some trees. The surrounding area includes a parking lot, a road, and other buildings.

 Huntleyarea.shp
 City Ownership



1:2124

Vicinity Map



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11/12/03

