

FIRST AMENDMENT TO MONTH TO MONTH RENTAL AGREEMENT

THIS FIRST AMENDMENT (Amendment) to the original month to month rental agreement dated February 1, 2011 (the "Agreement") executed between the CITY OF SAN DIEGO, a California municipal corporation, hereinafter called "CITY", and MARTIN QUINTERO, an individual, hereinafter called "TENANT".

RECITALS

- A. The parties entered into the Agreement wherein CITY rented to TENANT real property known as farm worker housing in San Pasqual Valley.
- B. The Agreement is in full force and effect, and neither CITY nor TENANT has actual knowledge of any default or breach by the other under the Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, CITY and TENANT hereby agree as follows:

AMENDMENT TO AGREEMENT ADDED TO SECTION 15

ADD: The following shall be added to "Section 15" after the first full sentence of the Section: "Although TENANT acknowledges that there are repairs that could be done to the Residence, TENANT also acknowledges that the Residence is safe, decent and sanitary, and is habitable and suitable for TENANT's occupancy."

AMENDMENT TO AGREEMENT ADDED TO SECTION 18

ADD: The last sentence of "Section 18" is deleted in its entirety and replaced with the following sentence: "However, the CITY may, at its sole option, start charging TENANT for future use of well water, based on CITY'S standard water fees for well water, by serving TENANT with a prior sixty (60) day written notice."

IN WITNESS WHEREOF, this Amendment is executed by CITY, acting by and through its City Manager, and by TENANT, acting by and through its lawfully authorized officers.

Date: 2-18-11

MARTIN QUINTERO, an individual

BY: Martin Quintero

Name: Martin Quintero

Title: TENANT

DCM:cb
2-15-11

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