



THE CITY OF SAN DIEGO

April 8, 2008

Neighborhood House Association
5660 Copley Drive
San Diego, CA 92111
Attn: Mr. Tony Brito

RE: Neighborhood House Association – Urban Village I Head Start Program
3795-B Fairmont Avenue, San Diego, CA 92105 - Document # RR-288733

Dear Mr. Brito:

Thank you for your letter dated March 25, 2008, requesting the City of San Diego extend the above referenced lease for an additional five (5) years, Pursuant to Section 2.2, Right to Extend of the lease.

Pursuant to Section 2.2, the City agrees to extend the above referenced lease for the first, five (5) years option period. This extension will establish a new expiration date of September 30, 2013.

Pursuant to Section 3.2 and commencing on October 01, 2008, the new monthly rental adjustment for the five year extension period of October 1, 2008 through September 30, 2013 will increase from \$1,500 to 1,980.00, all other terms and conditions to remain the same.

Should you have any questions regarding this notice please give me a call at (619) 236-6052 .

Sincerely,

Enza Moreno 

Associate Property Agent
(619) 236-6052



Real Estate Assets

1200 Third Avenue, Suite 1700, MS 51A • San Diego, CA 92101-4199
Tel (619) 236-6020 Fax (619) 236-6706



THE CITY OF SAN DIEGO

June 15, 2006

Dear Lessees:

Effective immediately please make a correction to the General Provisions section of your lease outline with the City of San Diego.

Under the NOTICES section there is a paragraph informing lessees where to mail any written notices. This needs to be changed to the following address:

City of San Diego
Real Estate Assets Department
Attention: Real Estate Assets Director
1200 Third Avenue, Suite 1700 (M. S. 51A)
San Diego, CA 92101-9586

Sincerely,

James Barwick
Real Estate Assets Director

KC/cj

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Real Estate Assets

1200 Third Avenue, Suite 1700, MS 51A • San Diego, CA 92101-4199
Tel (619) 236-6020 Fax (619) 236-6706



THE CITY OF SAN DIEGO
"SECOND AMENDMENT"

April 13, 1999

VIA CERTIFIED MAIL
Z 221 118 690

RECEIVED
APR 14 1999
NEIGHBORHOOD HOUSE ASSOCIATION
EXEC. VICE PRESIDENT

Catherine DeBose
Neighborhood House Association
5660 Copley Drive
San Diego, CA 92111

Dear Ms. DeBose:

Subject: Change in terms of the City lease with Neighborhood House Association,
841 South 41st Street, Document R 201405

As you are aware, your lease was placed on holdover on May 31, 1994 due to the unresolved issue of the replacement of the roof at the above referenced leasehold.

Until further notice, your lease will remain on a month to month holdover. However, it is now necessary to give you notice that effective May 16, 1999, the City will no longer pay for utilities nor any maintenance or capital improvements to the building. Also, the roofing issue must be resolved soon.

The City was able to acquire \$16,000 to replace the roof by successfully submitting a CDBG Proposal. Unfortunately, it was later determined that the existing roof contained hazardous materials, further escalating the cost for removal and replacement of the roof by an additional \$55,000. Once again, a proposal was submitted for additional CDBG money for this purpose. The outcome of this proposal will be known early next month. This matter will then be further evaluated and you will be notified of our decision regarding the roofing issue by the end of May. We will then proceed with the processing of a new lease.

It is understood and agreed that all other terms and conditions as set out in the original agreement shall remain in full force and effect throughout the extension of the term. We are continuing to process a new lease. Please sign, date and return the original copy of this letter to Connie M. Romero at the address shown below.



Real Estate Assets

1200 Third Avenue, Suite 1700, MS 51A • San Diego, CA 92101-4199
Tel (619) 236-6020 Fax (619) 236-6706

RECEIVED
CITY OF SAN DIEGO
99 APR 20 PM 1:30
REAL ESTATE ASSETS DEPT.

44-38861-10000

Catherine DeBose
April 13, 1999
Page 2

For further information on this matter, call Mrs. Romero at 236-6191.

Sincerely,

Linda M. Fierro

LINDA M. FIERRO
Supervising Property Agent

jmj

cc: Leslie Randolph, Neighborhood House
Craig Larson, Neighborhood House
Connie M. Romero, Property Agent
Lisa Silverman, Facilities Maintenance Division
Mary Chavez, Public Works

I:\WPO\1999\ROMERO\L-DEBOSE.WPD

THE ABOVE IS ACKNOWLEDGED AND ACCEPTED THIS 20 DAY OF April,
1999.

SIGNED: *Howard H. Carey*
Howard H. Carey, Ph.D.
President & CEO

1
DUPLICATE

DOCUMENT NO. 762630
FILED FEB 10 1978
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT by and between The City of San Diego, a municipal corporation, herein called "City," and NEIGHBORHOOD HOUSE ASSOCIATION, a nonprofit corporation organized and existing under and pursuant to the laws of the State of California, herein called "Organization," is designed to realign the mutual rights and obligations in regard to the operation of a Neighborhood Facility, herein called "Neighborhood Facility."

R E C I T A L S

A. City has entered into a Neighborhood Facilities Grant Contract with the United States of America, acting by and through the Secretary of Housing and Urban Development, providing for Federal financial assistance under Title VII of the Housing and Urban Development Act of 1965 for a project having as its purpose the provision of a Neighborhood Facility.

B. City and Organization entered into an agreement dated December 15, 1970, to provide for the operation of a Neighborhood Facility by Organization for a period of at least twenty (20) years after completion of the facility. A copy of said agreement is on file in the office of the City Clerk as Document No. 734303.

C. City and Organization desire to realign the mutual rights and obligations in regard to the operation of the Neighborhood Facility and both parties are ready, willing and able to perform their respective obligations as set forth herein.

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the parties as herein expressed, City and Organization agree as follows:

1. That Part I, Section 3, of said agreement is hereby amended by adding the following sentence to be referred to as Part I, Section 3(e):

Maintenance and repair of all plumbing, electrical, heating, and air handling systems (including air conditioning where applicable) to insure good working condition of said systems, except replacement of burned-out light bulbs and routine maintenance of plumbing fixtures for such items as leaky faucets and stopped drains.

2. That Part I, Section 4(b), of said agreement is hereby amended to read as follows:

(b) The Neighborhood House Association Board of Directors shall act as the Mountain View Community Center Advisory Board and shall provide policy direction for the operation of the Neighborhood Facility.

3. That the second sentence in Part II, Section 1(c), of said agreement is hereby amended to read as follows:

Organization will not, on the basis of race, sex, creed, age, color, national origin or handicapped status, deny to any person the use, benefits or services provided by Neighborhood Facility, nor provide any use, services or benefits to a person which are different or are provided in a different

manner from those provided to others under the same program or activity.

4. That the fourth sentence of Part II, Section 1(c) of said agreement is hereby amended to read as follows:

Organization further agrees that it will not enter into any lease or other agreement respecting Neighborhood Facility without incorporating into such lease or agreement provisions which will insure that the use and occupancy, and the provision of neighborhood services and other benefits, will be available without regard to race, creed, age, color, national origin or handicapped status.

5. That this amendment shall affect only those paragraphs referred to above and all other terms and conditions of the above-mentioned agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this First Amendment to Agreement is executed by The City of San Diego, acting by and through its City Manager, pursuant to Resolution No. 220215, authorizing such execution, and by Organization.

Dated this _____ day of FEB 1 1978, 197 .

THE CITY OF SAN DIEGO

By

[Signature]
ASSISTANT TO THE City Manager

NEIGHBORHOOD HOUSE ASSOCIATION

By

Howard H. Carey

I HEREBY APPROVE the form and legality of the foregoing agreement this 8 day of Feb, 1978.

JOHN W. WITT, City Attorney

By

[Signature]
John K. Riess, Deputy

RESOLUTION No. 220215 (R. 78-1100)

Adopted on FEB 1 1978

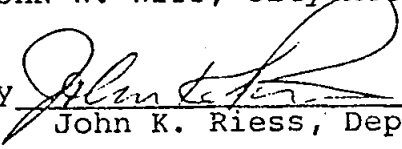
BE IT RESOLVED, by the Council of The City of San Diego as follows:

That the City Manager be, and he is hereby authorized and empowered to execute, for and on behalf of said City, first amendments to agreements with three community agencies operating Neighborhood Facilities for the purpose of redefining the mutual rights and obligations set forth therein; said first amendments to agreements are on file in the office of the City Clerk as follows:

<u>Agency</u>	<u>Document No.</u>
NEIGHBORHOOD HOUSE ASSOCIATION	<u>762595</u>
CHICANO FEDERATION	<u>762596</u>
METROPOLITAN AREA ADVISORY COMMITTEE (MAAC)	<u>762597</u>

APPROVED: JOHN W. WITT, City Attorney

By


John K. Riess, Deputy

JKR:lc:
12/12/77
Or.Dept.:H&CS

Passed and adopted by the Council of The City of San Diego
on February 1, 1978, by the following vote:

YEAS: Mitchell, O'Connor, Schnaubelt, Gade, Stirling, Haro.

NAYS: None.

ABSENT: Lowery, Williams, Wilson.

AUTHENTICATED BY:

PETE WILSON,
Mayor of The City of San Diego, California.

CHARLES G. ABDELNOUR
City Clerk of The City of San Diego, California.

(SEAL)

By ALLYN D. NEVITT, Deputy.

I HEREBY CERTIFY that the above and foregoing is a full,
true and correct copy of RESOLUTION NO. 220215
passed and adopted by the Council of The City of San Diego,
California, on February 1, 1978.

CHARLES G. ABDELNOUR
City Clerk of The City of San Diego, California.

(SEAL)

By Allyn D. Nevitt, Deputy.