

ASSIGNMENT OF LESSOR'S INTEREST

The undersigned, Union Bank hereby transfer and assign to the City of San Diego, all right, title and interest of the undersigned, as Lessor, in and under the Residential Lease Agreements ("Leases") attached hereto and made a part hereof as Exhibit "A", covering the property commonly known as "Woodlands Drive" in the City of San Diego, County of San Diego, State of California.

ASSIGNOR

Union Bank, as Trustee

Dated : January 22, 1993

BY: Marilea Swenson
Marilea Swenson, Assistant Vice President

BY: Harry R. Gersten
Harry R. Gersten, Assistant Vice President

ACCEPTANCE

Assignee hereby accepts the foregoing Assignment of Assignor's right, title and interest in and to the Assignment of Lease, and hereby expressly and unconditionally assumes and agrees to perform all of the duties and obligations of Assignor arising thereunder and therefrom.

ASSIGNEE

City of San Diego

Dated: 2-24-93

BY: Robert J. Gellan

2/24/93
OSL
USA

TRUST NAME: Vollmer
COMPLETE TRUST #: 013219-00-02
PARCEL #: 3
INTEREST: _____

DATE: January 22, 1993
CAPACITY: Trustee
TRUST OFFICER: Lanahan
RESTRICTION CODE: _____
CO-TRUSTEE: _____

LEASE SUMMARY

PROPERTY ADDRESS: 3911 Farden Lane
"North House"
San Diego, CA 92106

MAILING ADDRESS: Woodlands Drive
PO Box 60765
SD 92106

SQUARE FEET: unk

TENANT: Garth and Alice Corbin

PHONE: (619) 222-7631

TERM: M T-M

OPTIONS: none

BASIC RENT \$500.00

DUE: 1st moly; \$5.00 late charge
after 5th day

RENT/SQ.FT.: unk

PERCENTAGE RENT: n/a

SECURITY DEPOSIT: -0-

COST-OF-LIVING: annual

TAXES: lessor

MAINTENANCE: lessor . ROOF: lessor

AIR COND: _____

UTILITIES: City- water
City- gas and electric
Tenant- gardening

INSURANCE: lessor

PROPERTY MANAGER: Marilea Swenson
PRO. ADMIN.: Mary Hamilton

COMMENTS: _____

* IMPORTANT: ORIGINAL LEASE SUMMARY
* Make a copy for your information and
* pass on immediately.
* Fr: Prop. Admin.
* To: Timberline
* To: Insurance
* To: Taxes
* Return to:
***** MARY /# 44 *****

California First Bank
TRUST REAL ESTATE DIVISION

RESIDENTIAL LEASE AGREEMENT
(Month-to-Month)

THIS LEASE is entered into this 6th day of November, 1984, by and between Garth Corbin and Alice Corbin (hereinafter "Tenant"), and CALIFORNIA FIRST BANK (hereinafter "Landlord").

1. Description of Premises. Landlord leases to tenant, on the terms and provisions hereinafter set forth, those premises described as: 3911 Garden Lane, North House, San Diego, California 92106

together with the following furniture, fixtures and appliances: stove and refrigerator only

2. Acceptance. Tenant has inspected the premises and furniture, fixtures, or appliances described above and hereby accepts the same as being in clean and sanitary condition and good repair, with the following exceptions: no exceptions

Initialled: (M Corbin) Tenant; (MS BFK) Landlord.

3. Term. This tenancy commences on November 10, 1984, and constitutes a month-to-month tenancy.

4. Rental. Tenant agrees to pay to Landlord at California First Bank, P.O. Box 109, San Diego, CA 92112, or other address designated by Landlord in written notice to Tenant, rent as follows:

(1) For the first partial month, if any, the sum of \$ 265.00 payable on November 10, 1984

(2) Thereafter, the sum of \$ 400.00 per month within the term, which sum shall be payable in advance on the first day of each succeeding calendar month commencing on December 1, 1984

(3) If rent is not received by 5:00 p.m. of the fifth day of any calendar month, a late charge of FIVE DOLLARS (\$5.00) shall be due from Tenant. The parties agree that such a late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of the late payment by Tenant and that the exact amount of such costs is extremely difficult to fix.

Initialled: (M Corbin) Tenant; (MS BFK) Landlord.

5. Security Deposit. Tenant has deposited with landlord \$ -0- as security for the full and faithful performance of each and every provision of this Agreement. If Tenant defaults in respect to any of the provisions of this lease including, but not limited to, payment of rent, repair of damages caused to the premises by the Tenant other than normal wear and tear, or cleaning of the premises upon termination of the tenancy, Landlord may use, apply, or retain the whole or any part of the security deposit as is reasonably necessary for payment of any or all of the above mentioned purposes. In the event any or all of the security deposit is so utilized by Landlord, Tenant shall, on demand from Landlord immediately pay to Landlord a sum sufficient to bring the total security to the original sum deposited. Tenant's failure to do so within five days of receipt of such demand shall constitute a breach of this Agreement. Within fourteen (14) days after termination of this tenancy, Landlord will furnish tenant with the unretained portion of the security deposit, if any, and a written statement itemizing the amount of, and basis for, that portion of the security deposit retained by Landlord. Tenant shall not be entitled to any interest on the security deposit.

6. Delivery of Possession. If Landlord shall fail to deliver possession of the premises to Tenant on the commencement of the tenancy for any reason, Tenant shall be entitled to a proportionate reduction of rent. If Landlord is unable to deliver possession to Tenant within ten (10) days of the commencement date, Tenant shall have the right to terminate this agreement and Landlord shall refund all monies received. Landlord shall have no other liability to Tenant on failure to deliver possession than that set forth herein.

7. Occupancy. The premises are hereby let to Tenant for residential purposes for occupancy by no more than two (2) adults and two (2) children. No animal or pet except shall be kept on the premises without the prior written consent of Landlord.

8. Pets. Tenant agrees that any damage to the premises, including the building or structure itself, grounds, flooring, walls, trim, finish, tiles, carpeting, including, but not limited to, stains caused by or as a result of the keeping of pets by Tenant, will be the full and sole responsibility of the Tenant, and the Tenant further agrees to pay all costs of such damage and to restore the premises to its same condition (excepting normal wear and tear) at the date possession of the premises was delivered to Tenant.

9. Use. Tenant agrees not to commit nor allow to be committed by his family, guests or invitees any activity on the premises that would constitute a violation of any applicable law or statute; or any activity that would constitute a nuisance or waste or which would disturb the quiet enjoyment of other residents of the building or of neighboring property. Tenant further agrees not to misuse or damage any facilities or equipment provided for Tenant use on the premises and to reimburse Landlord for the repair of said facilities on demand if said repair is necessitated by the acts of Tenant, his family, guests or invitees.

10. Alterations. Tenant shall not make any alterations or additions to said premises (including painting or the adding or changing of locks) without the prior written consent of Landlord. Any such alterations or additions shall become part of the realty and shall belong to Landlord on termination of the tenancy without compensation therefor to Tenant.

11. Repairs and Maintenance. Tenant shall keep and maintain the premises and every part thereof in good and sanitary condition and shall be liable to Landlord for the cost of any repairs occasioned by the negligence or misuse thereof by Tenant, his family, guests, or invitees. Tenant agrees to promptly notify Landlord of any conditions which require maintenance or repair. If drain maintenance is required due to stoppage of waste pipes, Tenant hereby agrees to reimburse Landlord therefor on demand.

12. Utilities. It is agreed that utilities billed to the premises, and any gardening services, shall be paid as indicated below. If Landlord agrees to pay for water, such payment shall be for such water as is necessary for Tenant's domestic use, which use shall not be wasteful or unreasonable.

Water	Landlord ()	Tenant ()	City (X)
Gas & Electric	Landlord ()	Tenant ()	City (X)
Gardening	Landlord ()	Tenant (X)	City ()

13. **Rules and Regulations.** Tenant agrees to abide by the Rules and Regulations for the property, a copy of which is attached hereto, and incorporated herein and to be responsible for the adherence to said Rules by his family, guests and invitees. Tenant further agrees to abide by the terms of any changes in said rules after being given written notice thereof according to statute.

14. **Entry by Landlord.** Upon not less than twenty-four (24) hours advance notice, Tenant shall make the premises available to Landlord or his authorized agent or representative for the purpose of entering to make necessary or convenient repairs, or to show the premises to prospective tenants, purchasers, encumbrancers, or workmen or contractors. Such entry shall be during normal business hours unless Tenant grants permission for entry at other times. In an emergency, Landlord or his authorized agent may enter the premises at any time without securing permission from Tenant for the purpose of making corrections or repairs to alleviate such emergency. Landlord shall give notice to Tenant of any entry made during Tenant's absence.

15. **Termination:** This tenancy may be terminated by Landlord or Tenant giving written notice of termination to the other at least 30 days in advance of the termination date. Such notice may be given by personal delivery to Tenant, Landlord, or Landlord's agent, or by the mailing of such notice, in compliance with statute to the other party, or in such other manner as provided by law.

16. **Default.** If Tenant defaults in the payment of rent, or in the performance of any of the obligations hereunder, and such default is not cured within three days of statutory notice of such default from Landlord, Landlord shall have the rights and remedies provided by law, and may, at its option, consider this agreement terminated and resident's tenancy forfeited. Landlord may then re-enter the premises and remove all personal property and, at his option, store such personal property at a public warehouse at the expense and risk of Tenant, or so otherwise deal with such property as provided by law.

17. **Attorneys Fees.** If Landlord or Tenant shall bring any action for relief against the other, declaratory or otherwise, arising out of this Agreement, including any suit by Landlord for the recovery of rent or possession of the premises, the prevailing party shall be entitled to a reasonable sum for attorney's fees which shall be deemed to have accrued on commencement of such action and shall be due and payable whether or not such action is prosecuted to judgment.

18. **Liability.** If more than one Tenant executes this Agreement, each shall be obligated under this Agreement and their liability shall be joint and several.

19. **Waiver.** No term or condition, or the breach thereof, shall be deemed waived except by written consent of the party against whom the waiver is claimed and any waiver of term, condition or breach shall not be deemed a waiver of any succeeding breach of the same or any other term or condition hereof.

19. **Assignment/Subletting.** Tenant shall not assign this Agreement or any interest therein, nor sublet the Premises or any part thereof without the prior written consent of Landlord.

20. **Notices.** Any notices, requests or demands requested or permitted under this Agreement by either of the parties shall be in writing and shall be sufficiently given and served upon the other party if sent by United States mail, in compliance with statute and postage prepaid, and addressed as follows:

To Landlord: California First Bank
P.O. Box 109
San Diego, California 92112, or to any other person or to any other address which Tenant may be notified of in writing by Landlord.

To Tenant at the address for the premises listed in paragraph 1 hereof, or to any other person or to any other address which Landlord may be notified of in writing by Tenant.

This agreement is executed in duplicate on the date first above written.

CALIFORNIA FIRST BANK, Trustee

By Maileva Severson

By Pamela L. Van Deyckhe LANDLORD

Yard M. Corbi
Alice M Corbi TENANT

Trust No. 013219-00-02

Receipt of Deposit \$ _____

Date: _____

Signed: _____