

**CITY OF SAN DIEGO**

**CONSENT TO ASSIGNMENT OF LEASE AGREEMENT**

The City of San Diego (CITY), as LESSOR under that certain Nonprofit Flat Rate Lease Agreement entered into with

**San Diego Center for Children Foundation,  
a California nonprofit public benefit corporation**

(LESSEE), dated October 1, 2002 and filed in the Office of the City Clerk as Document RR-296874, hereby consents to the assignment of that Lease Agreement to

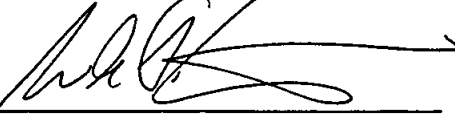
**San Diego Family Justice Center Foundation,  
a California 501(c)(3) corporation**

(ASSIGNEE) in accordance with the terms and conditions set out in the attached Assignment of Lease Agreement entered into by Lessee and said Assignee, dated July 2, 2003 and in accordance with additional conditions as follows: NONE

Dated 7/2/03

THE CITY OF SAN DIEGO

By

  
City Manager

APPROVED AS TO FORM AND LEGALITY:

CASEY GWINN, City Attorney

Dated June 25, 2003

By

  
Deputy City Attorney

**AGREEMENT BETWEEN  
THE SAN DIEGO CENTER FOR CHILDREN FOUNDATION  
AND  
THE SAN DIEGO FAMILY JUSTICE CENTER FOUNDATION**

**ASSIGNMENT OF LEASE**

This Assignment of Lease [Agreement] dated as of July 2, 2003, is entered into between the San Diego Center for Children Foundation, a California nonprofit public benefit corporation [Assignor] and San Diego Family Justice Center Foundation, a California 501(c)(3) corporation [Assignee].

**RECITALS**

A. Assignor is the lessee of property of the City of San Diego consisting of approximately 12.83 acres located at Lake Sutherland in San Diego County, California [Premises] pursuant to that certain lease between the City of San Diego and Assignor dated October 1, 2002, filed in the Office of the City Clerk as Document No. RR-296874 [Lease].

B. Assignor desires to assign its lease rights to Assignee and Assignee desires to acquire the Lease.

**AGREEMENT**

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Transfer of Lease. Assignor hereby assigns its rights and obligations in the Lease to Assignee. A copy of the Lease is attached hereto and made a part hereof as Exhibit "A."
2. Assignor accepts all of the rights and obligations of Lessee under the Lease.
3. No Breach. Assignor warrants to Assignee that, as of the date of this Assignment, Assignor is not in breach of the Lease. Effective upon the consent to this Assignment by the City Manager of the City of San Diego, Assignor shall be fully and unconditionally released and discharged from all further liabilities and obligations arising under the Lease.
4. Interpretation. This Agreement shall be interpreted in accordance with the laws of the state of California.
5. Enforceability. If any provision of this Agreement is held to be void, invalid or unenforceable in any respect, then the same shall not affect the remaining provisions or subprovisions hereof, which shall continue in full force and effect.

6. Binding Effect. This Agreement shall bind the parties hereto, their legal representatives, successors and assigns. The Assignee assumes and undertakes all of the terms and conditions of the lease as his/her own obligation.

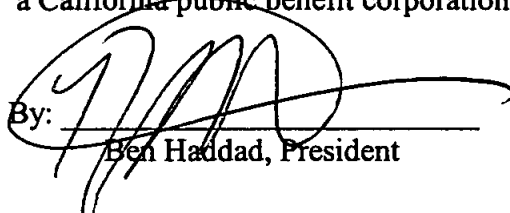
7. The San Diego Family Justice Center Foundation hereby agrees to defend and indemnify the San Diego Center for Children Foundation and the San Diego Center for Children and agrees to hold harmless the Foundation, the Center and their respective trustees, officers, employees, agents, attorneys and insurers against all claims or damages whatsoever, including attorney's fees, related to or arising from this lease, lease assignment, or any other activities of Camp Hope.

8. Entire Agreement. This Agreement contains the entire understanding of the parties. It may not be changed orally. This Agreement may be amended or modified only with such writing being executed by the parties hereto.

9.. Corporate Authority. The individuals executing this Agreement on behalf of Assignor and Assignee each represent and warrant that he or she is duly authorized to execute this Agreement, that this Agreement is binding upon each of the parties in accordance with its terms.

This Agreement has been executed at San Diego, California, as of the day 23rd of June, 2003.

SAN DIEGO CENTER FOR CHILDREN FOUNDATION  
a California public benefit corporation

By: 

Ben Haddad, President

SAN DIEGO FAMILY JUSTICE CENTER  
FOUNDATION

By: Gael B. Strack

Gael Strack, President