



THE CITY OF

SAN DIEGO

CITY OPERATIONS BUILDING • 1222 FIRST AVENUE, M.S. 503
SAN DIEGO, CALIFORNIA 92101-4155

*File
Return
1453 over*

PROPERTY
DEPARTMENT
(619) 236-6020

July 26, 1985

CONSENT TO ASSIGNMENT OF LEASE BY DEED OF TRUST

The Deed of Trust dated June 14, 1985 between CHARLES T. JANCIC (PINERY TREE FARMS, INC.) and SOUTHWEST CALIFORNIA PRODUCTION CREDIT ASSOCIATION is approved subject to all loan proceeds being used solely for the development of the premises.

NOTARIAL ACKNOWLEDGEMENT
REQUIRED

CITY OF SAN DIEGO

By *J. P. Fowler*
John P. Fowler
Deputy City Manager

State of California)

County of San Diego)

On *July 26*, 1985, before me, the undersigned Notary Public in and for said County and State, personally appeared *John P. Fowler* known to me (proved to me on the basis of satisfactory evidence) to be the *Deputy City Manager* of the City of San Diego and known to me to be the person who executed the within instrument on behalf of said City of San Diego and acknowledged to me that such City of San Diego executed the same.



SEAL

Martin A. Bass
Notary Public in and for said
County and State

RECORDED IN
OFFICIAL RECORDS
OF SAN DIEGO COUNTY, CA.

1982 SEP 28 AM 11:42

VERA L. LYLE
COUNTY RECORDER

RECORDING REQUESTED BY:

Southwest California Production
Credit Association

AND WHEN RECORDED MAIL TO:

Southwest California Production
Credit Association
Post Office Box 1628
Escondido, Ca 92025

RF	9
MG	1

CONSENT TO ASSIGNMENT OF LEASE BY DEED OF TRUST

The undersigned, City of San Diego, as Lessor under that certain Lease dated March 6, 1974, of the following described real property situated in the County of San Diego, State of California, to wit: See attached Exhibits "A" and "B" (hereinafter referred to as "said lease"), does hereby consent to the assignment by San Pasqual Vineyards, a California corporation, as Lessee under said Lease of the leasehold estate thereunder by Deed of Trust dated (April 23, 1982,) (hereinafter called "Encumbrancer"), to secure a note in the principal sum of \$547,950.00, and other obligations as set forth in the Deed of Trust, which Deed of Trust was recorded (June 18, 1982, File/Page No. 82-203705, in the Office of the County Recorder of San Diego County, State of California.

No prior written consent of Lessor shall be required for a transfer to Encumbrancer by reason of foreclosure sale under the Deed of Trust, judicial foreclosure, or by an assignment in lieu of foreclosure. After such acquisition should Encumbrancer desire to assign the Lease, or should the Lessee's interest in the leasehold be purchased by a third party upon foreclosure sale or judicial foreclosure, the transfer to such new nominee or purchaser shall be conditioned upon the following: Notice shall be given to Lessor of the identity of the nominee or new purchaser, together with a statement of the nature, history and financial qualifications of the nominee or purchaser. If the nominee or purchaser is a reputable, qualified and financially responsible operator in the opinion of Lessor, Lessor agrees that upon the filing of such notice or application it will give consent to such assignment, or will confirm the purchase of the new purchaser.

Any transferee shall be liable to perform the obligations of the Lessee under said Lease only so long as such transferee holds title to the leasehold. Any subsequent transfer of the leasehold shall not be made without prior written consent of the Lessor and shall be subject to the conditions relating thereto as set forth in said Lease.

Lessor agrees to give written notice to the Encumbrancer of its intention to terminate said Lease. Lessor agrees that it will not terminate said Lease because of any default or breach thereunder on the part of Lessee if the Encumbrancer or the trustee under such Deed of Trust, within ninety (90) days after service of written notice on the Encumbrancer by Lessor of its intention to terminate said Lease for such default or breach, shall

- (1) Cure such default or breach if the same can be cured by the payment or expenditure of money provided to be paid under the terms of said Lease, or if such default or breach is not so curable, cause the trustee under the Deed of Trust to commence and thereafter to diligently pursue to completion, steps and proceedings for the exercise of the power of sale under and pursuant to the Deed of Trust in the manner provided by law, and
- (2) Keep and perform all of the covenants and conditions of said Lease requiring the payment or expenditure of money by Lessee until such time as said leasehold shall be sold upon foreclosure pursuant to the Deed of Trust, or shall be released or reconveyed thereunder or shall be transferred upon judicial foreclosure or by an assignment in lieu of foreclosure; provided, however, that if the holder of the Deed of Trust shall fail or refuse to comply with any and all of the conditions of this paragraph, then and thereupon Lessor shall be released from the covenants of forbearance herein contained.

Any notice of the Encumbrancer provided for in this paragraph may be given concurrently with or after Lessor's notice of default to Lessee as provided in said Lease.

In the foregoing consent, the masculine gender includes the feminine and neuter, and the singular number includes the plural, whenever the context so requires.

Dated: 16 Sept 1982

CITY OF SAN DIEGO

NOTARIAL ACKNOWLEDGEMENT
REQUIRED

BY J. P. Fowler

BY _____

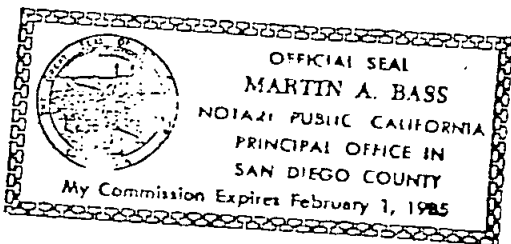
State of California)

County of San Diego)

On September 16th, 1982, before me, the undersigned Notary Public in and for said County and State, personally appeared J. P. Fowler known to me (proved to me on the basis of satisfactory evidence) to be the Deputy City Manager of the City of San Diego and known to me to be the person who executed the within instrument on behalf of said City of San Diego and acknowledged to me that such City of San Diego executed the same.

Martin A. Bass
Notary Public in and for said
County and State

SEAL



APPROVED: JOHN W. WITT, CITY ATTORNEY