



Real Estate Assets Department
SDC003

Document Type

LEGAL DOCUMENTS



Sub - Category

ASSIGNMENTS



CITY OF SAN DIEGO

CONSENT TO ASSIGNMENT OF LEASE AGREEMENT

This Consent to Assignment Agreement ("Consent") is made as of October 30, 2001, by the City of San Diego (CITY), as LESSOR under that certain Lease Agreement entered into with

Rio Sur Development, a general partnership (LESSEE/ASSIGNOR),

and

La Casa Balboa, a limited liability company (ASSIGNEE)

RECITALS

This consent is made with regard to the following facts:

A. LESSOR and LESSEE, as tenant, have entered into a lease agreement (the "Lease") filed as document No. 764762 in the Office of the City Clerk, under which the LESSOR leased to ASSIGNOR the premises known as La Casa Balboa Apartments, which comprises 88 elderly apartment units located at 6106 Beadnell Way, San Diego, CA 92117, and is more particularly described in the Lease.

B. Assignor desires to assign to Assignee all of its rights, title, and interest in, to, and under the Lease under the provisions of the Assignment and Acceptance of Assignment and Assumption of Lessee Capacity between Assignor and Assignee (the "Assignment"), a copy of which is attached to this Consent as Exhibit A.

C. Assignor and Assignee desire to obtain Lessor's consent to the Assignment and Lessor is willing to consent to the Assignment on the following terms and conditions.

NOW THEREFORE, in consideration of the mutual covenants contained in this Consent, and for valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows.

1. Assumption. Assignee expressly assumes and agrees for the benefit of the Lessor to be bound by, and to conform and comply with, every obligation of Lessee under the Lease.
2. Subsequent Assignments; Recapture. This Consent does not constitute a consent to any subsequent subletting or assignment and does not relieve Assignee or any person claiming under or through Assignee of the obligation to obtain the consent of the Lessor under Section IV.A.2., Right to Assign and Sublet, of the Lease to any future assignment of sublease.

This Consent will not be construed to limit Lessor's right, in the event of a future proposal to sublease all or a portion of the Premises or to assign the Lease, to recapture any portion of the Premises affected by the proposed sublease or assignment, as stated in Section IV.A.2 of the Lease.

3. Default Under the Lease. In the event of any default of Assignee under the Lease, Lessor may proceed directly against Assignee, any guarantors, or anyone else liable under the Lease without first exhausting Lessor's remedies against any other person or entity liable under the Lease to Lessor.
4. General Provisions.
 - 4.1. Consideration for Assignment. Assignor and Assignee represent and warrant that there are no additional payments or rent or any other consideration of any type which has been paid or is payable by Assignee to Assignor in connection with the Assignment or the Premises, other than as by Assignor and Assignee.
 - 4.2. Brokerage Commission. Assignor and Assignee agree that Lessor will not be liable for any brokerage commission or finders fee in connection with the consummation of the Assignment or this Consent. Assignor and Assignee will protect, indemnify and hold Lessor harmless from any brokerage commission or finders fee in connection with the consummation of the Assignment or this consent, and from any cost or expense (including attorney's fees) incurred by Lessor in resisting any claim for any such brokerage commission or finders fee. The provisions of this Section 4.2 shall survive the expiration or earliest termination of both the Assignment and this Consent.
 - 4.3. Controlling Law. The terms and provisions of this Consent will be construed in accordance with and will be governed by the laws of the State of California.
 - 4.4. Captions. Captions to the sections in this Consent are included for convenience only and do not modify any of the terms of this Consent.
 - 4.5. Entire Agreement; Waiver. This Consent constitutes the final, complete and exclusive statement between the parties to this Consent pertaining to the terms of the Lessor's Consent to the Assignment, supercedes all prior and contemporaneous understandings or agreements of the parties, and is binding on and inures to the benefit of their respective heirs, representatives, successors or assigns. No party has been induced to enter into this Consent by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Consent. Any agreement made after the date of this Consent is ineffective to modify, waive, or terminate this Consent, in whole or in part, unless that agreement is in writing, is signed by the parties to this Consent, and specifically states that agreement modifies this Consent.

- 4.6 Waiver of Jury Trial; Attorney Fees. If any party commences litigation against any other party for the specific performance of this Consent, for damages for the breach hereof or otherwise for enforcement of any remedy hereunder, the parties waive any right to a trial by jury and, in the event of any commencement of litigation, the prevailing party shall be entitled to recover from the applicable party such costs and reasonable attorney fees as have been incurred.
- 4.7 Waiver. Except as explicitly stated in this Consent, nothing contained in this Consent will be deemed or construed to modify, waive, impair, or affect any of the covenants, agreements, terms, provisions, or conditions contained in the Lease. In addition, the acceptance of rents by Lessor from Assignee or anyone else liable under the Lease will not be deemed a waiver by the Lessor of any provisions of the Lease.
- 4.8 Notice. Any notice that may or must be given by any party under this Consent will be delivered (i) personally, (ii) by certified mail, return receipt request, or (iii) by a nationally recognized overnight courier, addressed to the party to whom it is intended. Any notice given to Lessor, Assignor, or Assignee shall be sent to the respective address set forth on the signature page below, or such other address as that party may designate for service of notice by a notice given in accordance with the provisions of this Section 4.8. A notice sent pursuant to the terms of this Section 4.8 shall be deemed delivered (A) when delivery is attempted, if delivered personally, (B) three (3) business days after deposit into the United States mail, or (C) the day following deposit with a nationally recognized overnight courier.
- 4.9 Capitalized Terms. All terms spelled with initial capital letter in this Consent that are not expressly defined in this Consent will have the respective meanings given such terms in the Lease.

Lessor, Assignor and Assignee have executed this consent as of the date shown.

ASSIGNEE

La Casa Balboa, a Limited Liability Company

Date: 10/29, 2001

By: [Signature]

Title: mgr.

Address of Assignee: 1120 Silverado St. La Jolla, Ca. 92037

ASSIGNOR:

Rio Sur Development, a General Partnership

By: Eri Daniel

Title: GENERAL PARTNER.

Date: 11/29, 2001

By: Perez Daniel

Title: GENERAL PARTNER.

Date: 11/29, 2001

By: _____

Title: _____

Date: _____, 2001

By: _____

Title: _____

Date: _____, 2001

By: _____

Title: _____

Date: _____, 2001

By: _____

Title: _____

Date: _____, 2001

Address of Assignor: _____

ASSIGNOR:

Rio Sur Development, a General Partnership

By: Loretta M. Koenig

Title: _____

Date: 10/30/ 2001

By: _____

Date: _____ 2001

Title: _____

By: _____

Date: _____ 2001

Title: _____

By: _____

Date: _____ 2001

Title: _____

By: _____

Date: _____ 2001

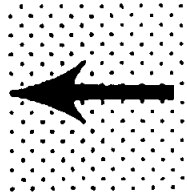
Title: _____

By: _____

Date: _____ 2001

Title: _____

Address of Assignor: _____



ASSIGNOR:

Rio Sur Development, a General Partnership

By: Wilmore Neiditch WILMORE
NEIDITCH

Date: 30 OCT, 2001

Title: general partner

By: T. Jagannathan T. JAGANNATHAN

Date: 10/30/2, 2001

Title: General Partner

By: Maurice J. Alfaro MAURICE J.
ALFARO

Date: 10/30/, 2001

Title: Gen. Partner

By: _____

Date: _____, 2001

Title: _____

By: _____

Date: _____, 2001

Title: _____

By: _____

Date: _____, 2001

Title: _____

Address of Assignor: _____

THE CITY OF SAN DIEGO, LESSOR

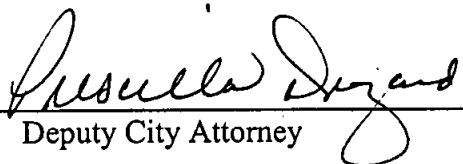
Date: 10-30, 2001

By: 
City Manager

APPROVED AS TO FORM AND LEGALITY:

CASEY GWINN, CITY ATTORNEY

Date: 10-30, 2001

By: 
Deputy City Attorney

ASSIGNMENT

EXHIBIT A

The undersigned, Rio Sur Development, hereby assigns, transfers, and conveys all of its rights, title, and interest in that certain Lease Agreement by and between the City of San Diego, A Municipal Corporation (Lessor) and Rio Sur Development, (Lessee), dated May 25, 1979, filed as Document No. 764762, on October 24, 1978, in the office of the City Clerk, San Diego, California, to La Casa Balboa, LLC, a California limited liability company, John E. Michaelson its Manager.

Dated 9-28-01

Rio Sur Development

Maurice Alfaro
Maurice Alfaro

Eric Daniels

Willmore Neiditch

Thirupathi Jagannathan

David Daniels

Loretta Koenig

ASSIGNMENT

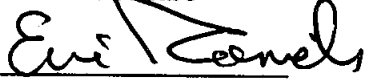
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Rio Sur Development

Maurice Alfaro



Eric Daniels

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Dated 2 Oct 2001

Rio Sur Development

Maurice Alfaro

Eric Daniels

William Neiditch
Willmore Neiditch

Thirupathi Jagannathan

David Daniels

Loretta Koenig

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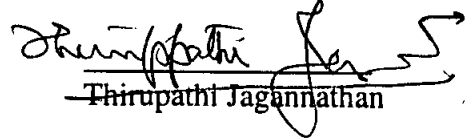
Dated 10-2-01

Rio Sur Development

Maurice Alfaro

Eric Daniels

Willmore Neiditch



Thirupathi Jagannathan

David Daniels

Loretta Koenig

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Dated 9-30-01

Rio Sur Development

Maurice Alfaro

Eric Daniels

Willmore Neiditch

Thirupathi Jagannathan

David L. Daniels
David Daniels

Loretta Koenig

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Dated 10/3/01

Rio Sur Development

Maurice Alfaro

Eric Daniels

Willmore Neiditch

Thirupathi Jagannathan

David Daniels

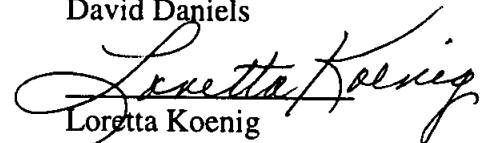

Loretta Koenig

EXHIBIT A

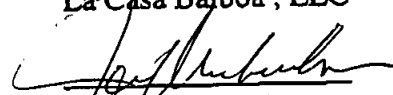
ACCEPTANCE OF ASSIGNMENT
AND ASSUMPTION OF LESSEE CAPACITY

The undersigned hereby accept and consent to the foregoing Assignment according to the terms and provisions thereof and agree to be bound by all of the terms and conditions of that certain Lease Agreement by and between the City Of San Diego, A Municipal Corporation (Lessor) and Rio Sur Development (Lessee), dated May 25, 1979, filed as Document No. 764762, on October 24, 1978, in the office of the City Clerk, San Diego, California.

Dated

9/26/01

La Casa Balboa , LLC



John E. Michaelson

Its Manager

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of

CALIFORNIA

County of

SAN DIEGO

On

SEPT. 26, 2001

before me,

Anita G.E. Hansen, Notary

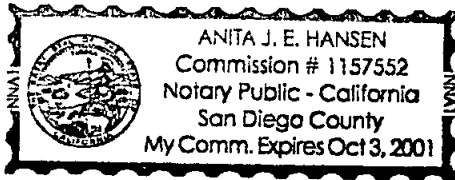
Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared

John E. MICHAELSEN

Name(s) of Signer(s)

- ☒ personally known to me – OR – ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Anita G.E. Hansen
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document:

Acceptance of Assignment

Document Date:

Sept. 26, 2001

Number of Pages:

1

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

John E. MICHAELSEN

Signer's Name:

- ☐ Individual
☐ Corporate Officer
Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☒ Other: Manager

Signer Is Representing:

MANAGER

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

- ☐ Individual
☐ Corporate Officer
Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing:

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here