

CITY OF SAN DIEGO
CONSENT TO ASSIGNMENT OF LEASE

THIS CONSENT TO ASSIGNMENT OF LEASE ("Consent") is made by THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), to be effective as of the later date that this Consent is executed by City and approved by the San Diego City Attorney ("Effective Date").

RECITALS

- A. WHEREAS, On September 21, 1971, CITY entered into a LEASE AGREEMENT ("Lease") with Stephen B. Drogin, an individual as lessee, filed with the San Diego City Clerk as Document No. 737414, for the construction and operation of one hundred twenty (120) market-rate apartment units commonly known as the "Cedar Shores Apartments."
- B. WHEREAS, On July 29, 1982, the CITY consented to an assignment of the Lease to Julie Anne Drogin by the terms of that certain Assignment of Lease.
- C. WHEREAS, CITY subsequently consented to a second assignment of the Lease from Julie Anne Drogin to Alexander Court Trust, in accordance with the terms and conditions of the Assignment of Lease dated September 10, 1996.
- D. WHEREAS, the Lease was then assigned from Alexander Court Trust to Alexander Court Properties, L.P. ("LESSEE") in accordance with the terms and conditions of the Assignment of Lease dated November 21, 2003.
- E. WHEREAS, Section 21 of the Lease requires that CITY consent to the assignment of any portion of LESSEE's right, title or interest in the Lease.
- F. WHEREAS, LESSEE now seeks CITY's consent to assign all of LESSEE's rights, title and interest in, to and under the Lease to Alexander Court Trust ("ASSIGNEE").

NOW, THEREFORE, CITY provides its consent subject to the following:

- 1. Subject to the terms and conditions herein, CITY hereby consents to LESSEE's request to assign all of its right, title and interest in and to the Lease to ASSIGNEE. By giving this Consent, CITY is merely consenting to this assignment. All terms and conditions of the Lease shall control and supersede any inconsistent or contrary provisions in any agreement executed between LESSEE and ASSIGNEE, except as otherwise approved herein; and
- 2. CITY's Consent is conditioned upon ASSIGNEE's written agreement that it will assume all rights and obligations as "Lessee" under the Lease, as applicable; and
- 3. CITY does not release, discharge or modify LESSEE's obligations to CITY under the Lease. As set forth in applicable law, LESSEE's obligations under the Lease shall survive said Assignment and shall continue through the termination dates of the Lease, as set forth therein; and

4. This Consent does not constitute consent to any subsequent assignment of any right, title and/or interest in and to the Agreement.
5. LESSEE agrees to pay CITY any applicable processing and/or administrative fee(s) for processing this Consent; and
6. CITY shall not be liable for any brokerage commission or finder's fee in connection with the consummation of the Assignment. Further, LESSEE agrees to protect, defend, indemnify, and hold CITY, its elected officials, officers, representatives, agents, and employees harmless from and against any claim for any brokerage commission or finder's fee related to the consummation of this Consent, and from and against any cost or expense (including without limitation attorney fees) incurred by CITY in resisting any claim for any such brokerage commission or finder's fee.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this Consent is executed by CITY acting by and through its Mayor, or his designee.

THE CITY OF SAN DIEGO, a California
municipal corporation

Date: 4/16/19

BY: [Signature]
Cybele L. Thompson, Director
Real Estate Assets Department

Environmental Analysis Section Environmental Clearance:

This activity (i.e. Consent to Assignment) is categorically exempt from CEQA pursuant to State CEQA Guidelines Sections 15301 (Existing Facilities).

Date: 4/12/19

By: [Signature]
Name: Alyssa Muto
Title: Deputy Director, Planning Department

Approved as to form this 23rd day
of April 2019.

MARA W. ELLIOT, City Attorney

BY: [Signature]
Name: David Powell
Title: Deputy City Attorney