

CITY OF SAN DIEGO

CONSENT TO ASSIGNMENT

THIS CONSENT TO ASSIGNMENT ("Consent") is provided by THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), to be effective when signed by the CITY and approved by the San Diego City Attorney ("the Effective Date"), as follows:

RECITALS

- A. CITY, as lessor, and AEG SD MANAGEMENT, LLC, a California limited liability company, as successor in interest to ARENA GROUP 2000, LP, a California limited partnership ("LESSEE"), as lessee, are parties to that certain CITY OF SAN DIEGO GROUND LEASE AGREEMENT (the "Master Lease") filed in the Office of the San Diego City Clerk as Document No. RR-296248 on April 2, 2002, (the "Master Lease Premises") relating to the retail pads at the San Diego Sports Arena, located at 3500 Sports Arena Boulevard, San Diego, California.
- B. LESSEE, as sublessor, and ARENA FUELS, LLC, a California limited liability company ("SUBLESSEE"), as sublessee, are parties to that certain Ground Sublease dated June 24, 2002, relating to a portion of the Master Lease Premises (the "Sublease Premises"), located at 3580 Sports Arena Boulevard, San Diego, California.
- C. CITY provided its consent to the Ground Sublease, as required by the Master Lease, on September 18, 2002 ("Consent to Ground Sublease").
- D. SUBLESSEE and SPORTS ARENA FUELS, INC., a California corporation doing business as "AM/PM Convenience Store" ("SUB-SUBLESSEE"), are parties to that certain Ground Sub-Sublease dated January 7, 2010 for all of the Sublease Premises.
- E. CITY provided its consent to the Ground Sub-Sublease, as required by the Master Lease, on November 22, 2010 ("Consent to Ground Sub-Sublease").
- F. SUB-SUBLESSEE and JET FLEET INTERNATIONAL CORPORATION, a Delaware corporation ("ASSIGNEE"), have requested CITY consent to a purchase agreement dated June 11, 2019 and attached hereto as Exhibit "A," which assigns all of SUB-SUBLESSEE's rights, title and interest in, to and under the Sub-Sublease, to the ASSIGNEE.

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

- 1. Subject to the terms and conditions herein, CITY hereby consents to SUB-SUBLESSEE's request to assign its right, title and/or interest in and to the Ground Sub-Sublease to ASSIGNEE ("Assignment"). By giving this Consent, CITY is merely consenting to the Assignment. All terms and conditions of the Ground Sub-Sublease shall control and supersede any inconsistent

or contrary provisions in any agreement executed between SUB-SUBLESSEE 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 "Sub-Sublessee" under the Ground Sub-Sublease, as applicable; and
3. CITY does not release, discharge or modify LESSEE's obligations to CITY under the Master Lease. As set forth in applicable law, LESSEE's obligations under the Master Lease shall survive said License and shall continue through the termination dates of the Master Lease, as set forth therein; and
4. CITY's consent to the Assignment does not constitute a consent to any subsequent assignment and does not relieve ASSIGNEE or any person claiming under or through ASSIGNEE of the obligation to obtain the consent of the CITY to any future assignment.
5. CITY's Consent is conditioned on SUB-SUBLESSEE paying 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 Assignment. Further, CITY's Consent is conditioned on SUB-SUBLESSEE agreement 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.

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

THE CITY OF SAN DIEGO, a California municipal corporation

Date: 6/24/20

By: 
Cybele Thompson
Director, Real Estate Assets Department

Environmental Analysis Section Environmental Clearance:

This activity is categorically exempt from CEQA pursuant to State CEQA Guidelines, Section(s) 15301 (Existing Facilities).

Date: 6/15/2020

By: Please see attachment
Name: Alyssa M. Muto
Title: Deputy Director of Environment and Policy Analysis

Approved as to form this 15 of June, 2020.

Approved as to form this 30th
day of June, 2020

MARA W. ELLIOTT, City Attorney

BY:  FOR
Name: Kathy Steinman
Title: Deputy City Attorney

5/27/2020

Attachment B

Environmental Determination (NORA)	
Environmental Planner	Tara Ash-Reynolds (tashreynolds@sandiego.gov)
Environmental Determination	This activity is categorically exempt from CEQA pursuant to State CEQA Guidelines Section 15301 (Existing Facilities).
Date NORA Posted	05/29/2020
Date NORA Removed	06/15/2020



Date of Notice: May 29, 2020

NOTICE OF RIGHT TO APPEAL ENVIRONMENTAL DETERMINATION

PLANNING DEPARTMENT

PROJECT NAME: Consent to Assignment to Jet Fleet International Corporation

COMMUNITY PLAN AREA: Midway-Pacific Highway

COUNCIL DISTRICT: District 2

LOCATION: 3580 Sports Arena Boulevard, San Diego, CA 92110

PROJECT DESCRIPTION: Authorize the Mayor or his designee to sign a Consent to Assignment allowing Sports Arena Fuels, who operates the Sports Arena Arco gas station, as sublessee of AEG, to assign its lease to Jet Fleet International Corporation.

ENTITY CONSIDERING PROJECT APPROVAL: City of San Diego

ENVIRONMENTAL DETERMINATION: This activity is categorically exempt from CEQA pursuant to State CEQA Guidelines Section 15301 (Existing Facilities).

ENTITY MAKING ENVIRONMENTAL DETERMINATION: City of San Diego Mayor-Appointed Designee.

STATEMENT SUPPORTING REASON FOR ENVIRONMENTAL DETERMINATION:

The City of San Diego conducted an environmental review that determined the project would not have the potential for causing a significant effect on the environment pursuant to State CEQA Guidelines Section 15301 (Existing Facilities) which consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. The exceptions listed in CEQA Guidelines Section 15300.2 would not apply in that no cumulative impacts were identified; no significant effects on the environment were identified; the project is not adjacent to a scenic highway; no historical resources would be affected by the action; and the project was not identified on a list of hazardous waste sites pursuant to Section 65962.5 of the Government Code.

CITY CONTACT: Roswitha Sanchez, SR/WA
Supervising Property Agent, Real Estate Assets Department

MAILING ADDRESS: 1200 Third Avenue, Suite 1700, MS 51A, San Diego, CA 92101

PHONE NUMBER: (619) 236-6721

On May 29, 2020, the City of San Diego made the above-referenced environmental determination pursuant to the California Environmental Quality Act (CEQA). This determination is appealable to the City Council. If you have any questions about this determination, contact the City Contact/Project Manager listed above.

Applications to appeal CEQA determination to the City Council must be filed with the Office of the Clerk within 10 business days from the date of the posting of this Notice (**June 12, 2020**). During the Statewide "Safer-at-Home" directive to reduce the spread of COVID-19, beginning March 19, 2020, appeals to the City Clerk must be filed by email or US Mail as follows:

1. Appeals filed via Email: Send the appeal by email to Hearings1@sandiego.gov; your email appeal will be acknowledged within 24 hours. You must separately mail the required appeal fee by check payable to the City Treasurer to: **City of San Diego Planning Department, Attn: Tara Ash-Reynolds, 9485 Aero Drive, San Diego, CA 92123**. The appeal filing fee must be postmarked within 5 business days of the date the appeal is filed.
2. Appeals filed via US Mail: Send the appeal by US Mail to **City Clerk/Appeal, MS 2A, 202 C Street, San Diego, CA 92101**. Appeals filed by US Mail must have a United States Postal Service (USPS) postmark by the appeal deadline to be considered valid. You must separately mail the required appeal fee by check payable to the City Treasurer to: **City of San Diego Planning Department, Attn: Tara Ash-Reynolds, 9485 Aero Drive, San Diego, CA 92123**. The appeal filing fee must be postmarked within 5 business days of the date the appeal is filed.

If you have any questions regarding the procedures to file the appeal, please contact **Tara Ash-Reynolds** at tashreynolds@sandiego.gov.

This information will be made available in alternative formats upon request.

POSTED IN THE OFFICE OF DSD

POSTED: 5/29/2020

REMOVED: 6/15/2020

POSTED: T. Ash-Reynolds