



Real Estate Assets Department
SDC003

Crystal Pier Motel Inc.
H201 PM-002-B00

Document Type

LEGAL DOCUMENTS



Sub - Category

SUBLEASES



34

CONSENT TO SUBLEASE

(CRYSTAL PIER MOTEL, INC.: David Hoang dba Crystal Pier Bait Shack)

THIS CONSENT TO SUBLEASE ("Consent") is entered into by and between THE CITY OF SAN DIEGO, a California municipal corporation ("City"), and CRYSTAL PIER MOTEL, INC., a California corporation ("Lessee"), to be effective upon the respective authorized representatives of City and Lessee all signing this Consent and the form of this Consent being approved by the San Diego City Attorney. This Consent is made and entered into in reference to the following recited facts:

RECITALS

- A. City and Lessee are parties to that certain PIER LEASE effective August 11, 1989, and filed in the Office of the City Clerk as Document No. RR274124 ("Master Lease") for part of the City-owned property known as "Crystal Pier" and described in Exhibit "A" attached to the Master Lease ("Premises").
- B. Lessee now desires to sublease a portion of the Premises known as the "Crystal Pier Bait Shack" ("Sublease Premises") to David Hoang, an individual ("Sublessee"), for the sale of bait, sodas, snacks, fishing gear, fishing pole rentals, and Crystal Pier Bait Shack clothing and for no other purpose or use.
- C. Subject to obtaining this Consent, Lessee and Sublessee entered into a Commercial Lease Agreement, dated May 1, 2023 ("Sublease"), for the Sublease Premises. A copy of the Sublease is attached to this Consent as Exhibit A.
- D. Under Section IV.A.2 of the Master Lease, the Sublease is not effective unless and until City consents to the Sublease.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are acknowledged, City and Lessee agree as follows:

1. City Consent to Sublease. Subject to the terms and conditions of this Consent and the Master Lease, City consents to Lessee subleasing to Sublessee the Sublease Premises. All terms and conditions of the Master Lease shall control and supersede all inconsistent or contrary provisions in the Sublease.

2. Sublessee Assumption of Lessee's Obligations. City's consent to the Sublease is conditioned upon Sublessee's written agreement in the Sublease to assume and perform all obligations of Lessee under the Master Lease applicable to the Sublease Premises. Sublessee's failure to perform one or more of these assumed obligations shall be a material default and breach under the Master Lease and may subject the Master Lease to termination by City.

3. Sublessee Acknowledgment of this Consent. This Consent is conditioned on City's receipt of an "Acknowledgement of Receipt of Consent to Sublease" in substantially the form of Exhibit "B" attached to this Consent signed by the authorized representative(s) of Sublessee.

4. No Effect on Master Lease. Notwithstanding any provision of this Consent to the contrary, this Consent does not release, discharge, or modify any obligation of Lessee under the Master Lease.

5. Subsequent Subleasing. This Consent does not constitute City's consent to any subsequent assignment, sublease, or license under the Master Lease or relating to the Premises or any portion thereof, including the Sublease Premises, and does not relieve Lessee or any person claiming under or through Lessee of the obligation to obtain City's consent to any future assignment, sublease, or license pursuant to the Master Lease.

6. Processing Fees. Lessee agrees to pay City all applicable processing and/or administrative fee(s) charged by City for processing this Consent, which shall be identified in attached Exhibit "C".

7. Brokerage Commissions or Finder's Fees. Lessee acknowledges and agrees that City will not be liable for any brokerage commission or finder's fee in connection with the consummation of the Sublease. Lessee agrees to protect, defend, indemnify, and hold City harmless from any brokerage commission or finder's fee in connection with the consummation of the Sublease or this Consent, and from any cost or expense (including attorneys' fees) incurred by City in resisting any claim for any such brokerage commission or finder's fee. The provisions of this Section 7 shall survive the expiration or earlier termination of the Master Lease, the Sublease, or this Consent.

8. Consideration for Sublease: Lessee represents and warrants to City that a true, correct, and complete copy of the Sublease is attached to this Consent as Exhibit "A." Lessee further represents and warrants to City that there are no additional payments of rent or any other consideration of any type that has been paid or provided or is payable or to be provided by Sublessee or any other person to Lessee in connection with the Sublease or the Sublease Premises, other than as disclosed in the Sublease.

9. Subordination. The Sublease is subject to and subordinate to the terms, covenants and conditions of the Master Lease. The Sublease may only be in effect while the Master Lease is in effect. Nothing in this Consent modifies the expiration date of the Master Lease or Sublease. Lessee represents and warrants to City that Lessee provided Sublessee a true, correct, and complete copy of the Master Lease before Sublessee entered into the Sublease.

10. Lessee Estoppels. Lessee certifies the following to City as of the date of this Consent:

10.1 Lessee has not assigned its interest (or any portion thereof) in the Master Lease or otherwise transferred its interest (or any portion thereof) in the Master Lease to any third party;

10.2 City does not owe Lessee any money or other performance under the Master Lease;

10.3 City is not in default under the Master Lease;

10.4 The Master Lease is in full force and effect; there have been no amendments, modifications, changes, or additions to the Master Lease since its execution; and

10.5 Lessee is not in default or breach under the Master Lease and no event has occurred that would constitute a default or breach under the Master Lease by Lessee, without regard for any requirement to give notice and/or due to the passage of time.

11. No Fee Title Encumbrance. Nothing in this Consent or any document referenced in this Consent is intended to create or authorize the creation of any transfer, lien, or encumbrance affecting the fee title to the Premises.

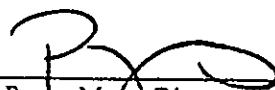
[Remainder of page intentionally blank. Signatures appear on the following page.]

SIGNATURE PAGE
TO
CONSENT TO SUBLEASE
(CRYSTAL PIER MOTEL, INC.: David Hoang dba Crystal Pier Bait Shack)

This Consent is made and entered into by and through the signatures of the respective authorized representative(s) of City and Lessee, as set forth below:

THE CITY OF SAN DIEGO, a California
municipal corporation

Date: 9-12-2023

By: 
Penny Maus, Director
Department of Real Estate and Airport
Management

Approved as to form on 9-28-2023

MARA W. ELLIOTT
City Attorney

By: 
Deputy City Attorney

Date: 9/1/2023

CRYSTAL PIER MOTEL, INC., a California
corporation

By: 
Name: DAVID HOANG
Title: Owner

**EXHIBIT A
TO
CONSENT TO SUBLEASE
(CRYSTAL PIER MOTEL, INC.: David Hoang dba Crystal Pier Bait Shack)**

SUBLEASE

[Attached behind this cover page]

EXHIBIT A



CALIFORNIA
ASSOCIATION
OF REALTORS®

COMMERCIAL LEASE AGREEMENT (C.A.R. Form CL, Revised 11/11)

Date (For reference only): 5.1.2023 ("Landlord") and
David Huang ("Tenant") agree as follows:

1. **PROPERTY:** Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as:
4500 Ocean Blvd, San Diego CA 92109 ("Premises"), which
comprise approximately % of the total square footage of rentable space in the entire property. See exhibit for a further
description of the Premises.

2. **TERM:** The term begins on (date) ("Commencement Date").
(Check A or B):

☐ A. Lease: and shall terminate on (date) at ☐ AM ☐ PM. Any holding over after the
term of this agreement expires, with Landlord's consent, shall create a month-to-month tenancy that either party may terminate as specified in
paragraph 2B. Rent shall be at a rate equal to the rent for the immediately preceding month, payable in advance. All other terms and
conditions of this agreement shall remain in full force and effect.

☒ B. Month-to-month: and continues as a month-to-month tenancy. Either party may terminate the tenancy by giving written notice to the other at
least 60 days prior to the intended termination date, subject to any applicable laws. Such notice may be given on any date.

☐ C. RENEWAL OR EXTENSION TERMS: See attached addendum

3. BASE RENT:

A. Tenant agrees to pay Base Rent at the rate of (CHECK ONE ONLY):

☐ (1) \$ per month, for the term of the agreement.

☒ (2) \$ 1000.00 per month, for the first 12 months of the agreement. Commencing with the 13th month, and upon expiration of
each 12 months thereafter, rent shall be adjusted according to any increase in the U.S. Consumer Price Index of the Bureau of Labor
Statistics of the Department of Labor for All Urban Consumers ("CPI") for SAN DIEGO
(the city nearest the location of the Premises), based on the following formula: Base Rent will be multiplied by the most current CPI
preceding the first calendar month during which the adjustment is to take effect, and divided by the most recent CPI preceding the
Commencement Date. In no event shall any adjusted Base Rent be less than the Base Rent for the month immediately preceding the
adjustment. If the CPI is no longer published, then the adjustment to Base Rent shall be based on an alternate index that most closely
reflects the CPI.

☐ (3) \$ per month for the period commencing and ending and
\$ per month for the period commencing and ending and
\$ per month for the period commencing and ending

☐ (4) In accordance with the attached rent schedule.

☐ (5) Other:

B. Base Rent is payable in advance on the 1st (or) day of each calendar month, and is delinquent on the next day.

C. If the Commencement Date falls on any day other than the first day of the month, Base Rent for the first calendar month shall be prorated based
on a 30-day period. If Tenant has paid one full month's Base Rent in advance of Commencement Date, Base Rent for the second calendar month
shall be prorated based on a 30-day period.

4. RENT:

A. Definition: ("Rent") shall mean all monetary obligations of Tenant to Landlord under the terms of this agreement, except security deposit.

B. Payment: Rent shall be paid to (Name) Crystal Pier Motel, Inc. at (address)
4500 Ocean Blvd, San Diego CA 92109 or at any other
location specified by Landlord in writing to Tenant.

C. Timing: Base Rent shall be paid as specified in paragraph 3. All other Rent shall be paid within 30 days after Tenant is billed by Landlord.

5. **RIGHT OF POSSESSION:** Tenant shall have possession of the Premises on .
If Tenant is in possession prior to the Commencement Date, Tenant shall not be obligated to pay Base Rent, and (ii) Tenant ☐ is
☒ not obligated to pay Rent other than Base Rent. Whether or not Tenant is obligated to pay Rent prior to Commencement Date, Tenant is
obligated to comply with all other terms of this agreement.

6. SECURITY DEPOSIT:

A. Tenant agrees to pay Landlord \$ 1000 as a security deposit. Tenant agrees not to hold Broker responsible for its return.
(IF CHECKED:) ☐ If Base Rent increases during the term of this agreement, Tenant agrees to increase security deposit by the same proportion
as the increase in Base Rent.

B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent, late charges,
non-sufficient funds ("NSF") fees, or other sums due; (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or
licensee of Tenant; (iii) broom clean the Premises, if necessary, upon termination of tenancy; and (iv) cover any other unfulfilled obligation of
Tenant. SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT. If all or any portion of the
security deposit is used during tenancy, Tenant agrees to reinstate the total security deposit within 5 days after written notice is delivered to
Tenant. Within 30 days after Landlord receives possession of the Premises, Landlord shall: (i) furnish Tenant an itemized statement indicating the
amount of any security deposit received and the basis for its disposition, and (ii) return any remaining portion of security deposit to Tenant.
However, if the Landlord's only claim upon the security deposit is for unpaid Rent, then the remaining portion of the security deposit, after
deduction of unpaid Rent, shall be returned within 14 days after the Landlord receives possession.

C. No interest will be paid on security deposit, unless required by local ordinance.

Landlord's Initials () ()

Tenant's Initials () ()

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Reviewed by Date

CL REVISED 11/11 (PAGE 1 of 6)

COMMERCIAL LEASE AGREEMENT (CL PAGE 1 OF 6)

Agent:
Broker:

Prepared using zipForm® software

Premises: Crystal Pier Bait Shack Date 5.1.2023

7. PAYMENTS:

	TOTAL DUE	PAYMENT RECEIVED	BALANCE DUE	DUE DATE
A. Rent: From <u>5/1/23</u> To <u>5/31/23</u>	<u>\$ WAIVED DUE TO PIER CLOSURE</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>June</u>
B. Security Deposit	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	
C. Other: <u>Rent start 6/1/2023</u>	<u>\$ 1000.00</u>	<u>\$ 0</u>	<u>\$ 1000.00</u>	<u>6/1/2023</u>
D. Other:	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	
E. Total:	<u>\$ 1000.00</u>	<u>\$ 0</u>	<u>\$ 1000.00</u>	

8. PARKING: Tenant is entitled to 0 unreserved and ONE (1) reserved vehicle parking spaces. The right to parking ☒ is ☐ is not included in the Base Rent charged pursuant to paragraph 3. If not included in the Base Rent, the parking rental fee shall be an additional \$ 0 per month. Parking space(s) are to be used for parking operable motor vehicles; except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked in parking spaces or on the Premises. Mechanical work or storage of inoperable vehicles is not allowed in parking space(s) or elsewhere on the Premises. No overnight parking is permitted.

9. ~~STORAGE: Storage is permitted as follows:~~
The right to additional storage space ☐ is ☐ is not included in the Base Rent charged pursuant to paragraph 3. If not included in Base Rent, storage space shall be an additional \$ 0 per month. Tenant shall store only personal property that Tenant owns, and shall not store property that is claimed by another, or in which another has any right, title, or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, or other dangerous or hazardous material. Tenant shall pay for, and be responsible for, the cost of any contamination caused by Tenant's use of the storage area.

10. LATE CHARGE; INTEREST; NSF CHECKS: Tenant acknowledges that either late payment of Rent or issuance of a NSF check may cause Landlord to incur costs and expenses, the exact amount of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within 5 calendar days after date due, or if a check is returned NSF, Tenant shall pay to Landlord, respectively, \$ 5% of rent as late charge, plus 10% interest per annum on the delinquent amount and \$25.00 as a NSF fee, any of which shall be deemed additional Rent. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any late charge, delinquent interest, or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any late charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 4, or prevent Landlord from exercising any other rights and remedies under this agreement, and as provided by law.

11. CONDITION OF PREMISES: Tenant has examined the Premises and acknowledges that Premise is clean and in operative condition, with the following exceptions: None
Items listed as exceptions shall be dealt with in the following manner: None

12. ZONING AND LAND USE: Tenant accepts the Premises subject to all local, state and federal laws, regulations and ordinances ("Laws"). Landlord makes no representation or warranty that Premises are now or in the future will be suitable for Tenant's use. Tenant has made its own investigation regarding all applicable Laws.

13. TENANT OPERATING EXPENSES: Tenant agrees to pay for all utilities and services directly billed to Tenant None

14. PROPERTY OPERATING EXPENSES:

A. Tenant agrees to pay its proportionate share of Landlord's estimated monthly property operating expenses, including but not limited to, common area maintenance, consolidated utility and service bills, hazard, fire and real estate taxes, based on the ratio of the square footage of the Premises to the total square footage of the entire property.

OR B. ☐ (If checked) Paragraph 14 does not apply.

15. USE: The Premises are for the sole use as None
No other use is permitted without Landlord's prior written consent. If any use by Tenant causes an increase in the premium on Landlord's existing property insurance, Tenant shall pay for the increased cost. Tenant will comply with all Laws affecting its use of the Premises.

16. RULES/REGULATIONS: Tenant agrees to comply with all rules and regulations of Landlord (and, if applicable, Owner's Association) that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant do not, disturb, annoy, endanger, or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband, or violate any law or ordinance, or committing a waste or nuisance on or about the Premises.

17. MAINTENANCE:

A. Tenant ☐ (If checked, Landlord) shall professionally maintain the Premises including heating, air conditioning, electrical, plumbing and water systems, if any, and keep glass, windows and doors in operable and safe condition. Unless Landlord is checked, if Tenant fails to maintain the Premises, Landlord may contract for or perform such maintenance, and charge Tenant for Landlord's cost.

B. Landlord ☒ (If checked, Tenant) shall maintain the roof, foundation, exterior walls, common areas and None

Landlord's Initials (AS) ()

Tenant's Initials (DD) ()



Premises:

Crystal Pier Bait Shack

Date

5.1.2023

18. **ALTERATIONS:** Tenant shall not make any alterations in or about the Premises, including installation of trade fixtures and signs, without Landlord's prior written consent, which shall not be unreasonably withheld. Any alterations to the Premises shall be done according to Law and with required permits. Tenant shall give Landlord advance notice of the commencement date of any planned alteration, so that Landlord, at its option, may post a Notice of Non-Responsibility to prevent potential liens against Landlord's interest in the Premises. Landlord may also require Tenant to provide Landlord with lien releases from any contractor performing work on the Premises.
19. **GOVERNMENT IMPOSED ALTERATIONS:** Any alterations required by Law as a result of Tenant's use shall be Tenant's responsibility. Landlord shall be responsible for any other alterations required by Law.
20. **ENTRY:** Tenant shall make Premises available to Landlord or Landlord's agent for the purpose of entering to make inspections, necessary or agreed repairs, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors. Landlord and Tenant agree that 24 hours notice (oral or written) shall be reasonable and sufficient notice. In an emergency, Landlord or Landlord's representative may enter Premises at any time without prior notice.
21. **SIGNS:** Tenant authorizes Landlord to place a FOR SALE sign on the Premises at any time, and a FOR LEASE sign on the Premises within the 90 (or ☐) day period preceding the termination of the agreement.
22. **SUBLETTING/ASSIGNMENT:** Tenant shall not sublet or encumber all or any part of Premises, or assign or transfer this agreement or any interest in it, without the prior written consent of Landlord, which shall not be unreasonably withheld. Unless such consent is obtained, any subletting, assignment, transfer, or encumbrance of the Premises, agreement, or tenancy, by voluntary act of Tenant, operation of law, or otherwise, shall be null and void, and, at the option of Landlord, terminate this agreement. Any proposed sublessee, assignee, or transferee shall submit to Landlord an application and credit information for Landlord's approval, and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one sublease, assignment, or transfer, shall not be construed as consent to any subsequent sublease, assignment, or transfer, and does not release Tenant of Tenant's obligation under this agreement.
23. **POSSESSION:** If Landlord is unable to deliver possession of Premises on Commencement Date, such date shall be extended to the date on which possession is made available to Tenant. However, the expiration date shall remain the same as specified in paragraph 2. If Landlord is unable to deliver possession within 60 (or ☐) calendar days after the agreed Commencement Date, Tenant may terminate this agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid.
24. **TENANT'S OBLIGATIONS UPON VACATING PREMISES:** Upon termination of agreement, Tenant shall: (i) give Landlord all copies of all keys or opening devices to Premises, including any common areas; (ii) vacate Premises and surrender it to Landlord empty of all persons and personal property; (iii) vacate all parking and storage spaces; (iv) deliver Premises to Landlord in the same condition as referenced in paragraph 11; (v) clean Premises; (vi) give written notice to Landlord of Tenant's forwarding address; and (vii) _____

All improvements installed by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may nevertheless require Tenant to remove any such improvement that did not exist at the time possession was made available to Tenant.

25. **BREACH OF CONTRACT/EARLY TERMINATION:** In event Tenant, prior to expiration of this agreement, breaches any obligation in this agreement, abandons the premises, or gives notice of tenant's intent to terminate this tenancy prior to its expiration, in addition to any obligations established by paragraph 24, Tenant shall also be responsible for lost rent, rental commissions, advertising expenses, and painting costs necessary to ready Premises for re-rental. Landlord may also recover from Tenant: (i) the worth, at the time of award, of the unpaid Rent that had been earned at the time of termination; (ii) the worth, at the time of award, of the amount by which the unpaid Rent that would have been earned after expiration until the time of award exceeds the amount of such rental loss the Tenant proves could have been reasonably avoided; and (iii) the worth, at the time of award, of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided. Landlord may elect to continue the tenancy in effect for so long as Landlord does not terminate Tenant's right to possession, by either written notice of termination of possession or by re-letting the Premises to another who takes possession, and Landlord may enforce all Landlord's rights and remedies under this agreement, including the right to recover the Rent as it becomes due.
26. **DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, Landlord shall have the right to restore the Premises by repair or rebuilding. If Landlord elects to repair or rebuild, and is able to complete such restoration within 90 days from the date of damage, subject to the terms of this paragraph, this agreement shall remain in full force and effect. If Landlord is unable to restore the Premises within this time, or if Landlord elects not to restore, then either Landlord or Tenant may terminate this agreement by giving the other written notice. Rent shall be abated as of the date of damage. The abated amount shall be the current monthly Base Rent prorated on a 30-day basis. If this agreement is not terminated, and the damage is not repaired, then Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, (i) only Landlord shall have the right, at Landlord's sole discretion, within 30 days after such total or partial destruction or damage to treat the lease as terminated by Tenant, and (ii) Landlord shall have the right to recover damages from Tenant.
27. **HAZARDOUS MATERIALS:** Tenant shall not use, store, generate, release or dispose of any hazardous material on the Premises or the property of which the Premises are part. However, Tenant is permitted to make use of such materials that are required to be used in the normal course of Tenant's business provided that Tenant complies with all applicable Laws related to the hazardous materials. Tenant is responsible for the cost of removal and remediation, or any clean-up of any contamination caused by Tenant.
28. **CONDEMNATION:** If all or part of the Premises is condemned for public use, either party may terminate this agreement as of the date possession is given to the condemner. All condemnation proceeds, exclusive of those allocated by the condemner to Tenant's relocation costs and trade fixtures, belong to Landlord.
29. **INSURANCE:** Tenant's personal property, fixtures, equipment, inventory and vehicles are not insured by Landlord against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is to carry Tenant's own property insurance to protect Tenant from any such loss. In addition, Tenant shall carry liability insurance in an amount of not less than \$ 1,000,000. Tenant's liability insurance shall name Landlord and Landlord's agent as additional insured. Tenant, upon Landlord's request, shall provide Landlord with a certificate of insurance establishing Tenant's compliance. Landlord shall maintain liability insurance insuring Landlord, but not Tenant, in an amount of at least \$ 2,000,000, plus property insurance in an amount sufficient to cover the replacement cost of the property. Tenant is advised to carry business interruption insurance in an amount at least sufficient to cover Tenant's complete rental obligation to Landlord. Landlord is advised to obtain a policy of rental loss insurance. Both Landlord and Tenant release each other, and waive their respective rights to subrogation against each other, for loss or damage covered by insurance.

Landlord's Initials () ()Tenant's Initials () ()

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CL REVISED 11/11 (PAGE 3 of 6)

Reviewed by _____ Date _____



Premises:

Crystal Pier Bait Shack

Date

5.1.2023

30. **TENANCY STATEMENT (ESTOPPEL CERTIFICATE):** Tenant shall execute and return a tenancy statement (estoppel certificate), delivered to Tenant by Landlord or Landlord's agent, within 3 days after its receipt. The tenancy statement shall acknowledge that this agreement is unmodified and in full force, or in full force as modified, and state the modifications. Failure to comply with this requirement: (i) shall be deemed Tenant's acknowledgment that the tenancy statement is true and correct, and may be relied upon by a prospective lender or purchaser; and (ii) may be treated by Landlord as a material breach of this agreement. Tenant shall also prepare, execute, and deliver to Landlord any financial statement (which will be held in confidence) reasonably requested by a prospective lender or buyer.
31. **LANDLORD'S TRANSFER:** Tenant agrees that the transferee of Landlord's interest shall be substituted as Landlord under this agreement. Landlord will be released of any further obligation to Tenant regarding the security deposit, only if the security deposit is returned to Tenant upon such transfer, or if the security deposit is actually transferred to the transferee. For all other obligations under this agreement, Landlord is released of any further liability to Tenant, upon Landlord's transfer.
32. **SUBORDINATION:** This agreement shall be subordinate to all existing liens and, at Landlord's option, the lien of any first deed of trust or first mortgage subsequently placed upon the real property of which the Premises are a part, and to any advances made on the security of the Premises, and to all renewals, modifications, consolidations, replacements, and extensions. However, as to the lien of any deed of trust or mortgage entered into after execution of this agreement, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant pays the Rent and observes and performs all of the provisions of this agreement, unless this agreement is otherwise terminated pursuant to its terms. If any mortgages, trustee, or ground lessor elects to have this agreement placed in a security position prior to the lien of a mortgage, deed of trust, or ground lease, and gives written notice to Tenant, this agreement shall be deemed prior to that mortgage, deed of trust, or ground lease, or the date of recording.
33. **TENANT REPRESENTATIONS; CREDIT:** Tenant warrants that all statements in Tenant's financial documents and rental application are accurate. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report at time of application and periodically during tenancy in connection with approval, modification, or enforcement of this agreement. Landlord may cancel this agreement: (i) before occupancy begins, upon disapproval of the credit report(s); or (ii) at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency, if Tenant fails to pay Rent or comply with any other obligation under this agreement.
34. **DISPUTE RESOLUTION:**
- A. **MEDIATION:** Tenant and Landlord agree to mediate any dispute or claim arising between them out of this agreement, or any resulting transaction, before resorting to arbitration or court action, subject to paragraph 34B(2) below. Paragraphs 34B(2) and (3) apply whether or not the arbitration provision is initiated. Mediation fees, if any, shall be divided equally among the parties involved. If for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.
- B. **ARBITRATION OF DISPUTES:** (1) Tenant and Landlord agree that any dispute or claim in law or equity arising between them out of this agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration, including and subject to paragraphs 34B(2) and (3) below. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of real estate transactional law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California Law. In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05.
- (2) **EXCLUSIONS FROM MEDIATION AND ARBITRATION:** The following matters are excluded from Mediation and Arbitration hereunder: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; (iv) any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court; and (v) an action for bodily injury or wrongful death, or for latent or patent defects to which Code of Civil Procedure §337.1 or §337.15 applies. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a violation of the mediation and arbitration provisions.
- (3) **BROKERS:** Tenant and Landlord agree to mediate and arbitrate disputes or claims involving either or both Brokers, provided either or both Brokers shall have agreed to such mediation or arbitration, prior to, or within a reasonable time after the dispute or claim is presented to Brokers. Any election by either or both Brokers to participate in mediation or arbitration shall not result in Brokers being deemed parties to the agreement.
- "NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."
- "WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Landlord's Initials ABTenant's Initials EWLandlord's Initials (AB) ()Tenant's Initials (EW) ()

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CL REVISED 11/11 (PAGE 4 of 6)

Reviewed by _____ Date _____



COMMERCIAL LEASE AGREEMENT (CL PAGE 4 OF 6)

Untitled

Premises: Crystal Pier Bait Shack Date 5.1.2023

35. JOINT AND INDIVIDUAL OBLIGATIONS: If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this agreement, jointly with every other Tenant, and individually, whether or not in possession.

36. NOTICE: Notices may be served by mail, facsimile, or courier at the following address or location, or at any other location subsequently designated:
Landlord: _____ Tenant: _____

Notice is deemed effective upon the earliest of the following: (i) personal receipt by either party or their agent; (ii) written acknowledgement of notice; or (iii) 5 days after mailing notice to such location by first class mail, postage pre-paid.

37. WAIVER: The waiver of any breach shall not be construed as a continuing waiver of the same breach or a waiver of any subsequent breach.

38. INDEMNIFICATION: Tenant shall indemnify, defend and hold Landlord harmless from all claims, disputes, litigation, judgments and attorney fees arising out of Tenant's use of the Premises.

39. OTHER TERMS AND CONDITIONS/SUPPLEMENTS:
Tenant shall have use of the designated space for the exclusive sale of: bait, sodas & snacks, fishing gear, fishing pole rentals and the sale of Crystal Pier Bait Shack clothing only. No additional merchandise may be sold on the premises.

Tenant further understands and agrees that the use of the Crystal Pier name may only be used while conducting business on the Crystal Pier premises and as a tenant of Crystal Pier Motel, Inc.

Crystal Pier, Crystal Pier Hotel and Cottages is a trademarked name and may not be used without prior approval by Owners.

The following ATTACHED supplements/exhibits are incorporated in this agreement ☐ Option Agreement (C.A.R. Form OA)

40. ATTORNEY FEES: In any action or proceeding arising out of this agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs from the non-prevailing Landlord or Tenant, except as provided in paragraph 34A.

41. ENTIRE CONTRACT: Time is of the essence. All prior agreements between Landlord and Tenant are incorporated in this agreement, which constitutes the entire contract. It is intended as a final expression of the parties' agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this agreement. Any provision of this agreement that is held to be invalid shall not affect the validity or enforceability of any other provision in this agreement. This agreement shall be binding upon, and inure to the benefit of, the heirs, assignees and successors to the parties.

42. BROKERAGE: Landlord and Tenant shall each pay to Broker(s) the fee agreed to, if any, in a separate written agreement. Neither Tenant nor Landlord has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as named in this agreement, in connection with any act relating to the Premises, including, but not limited to, inquiries, introductions, consultations, and negotiations leading to this agreement. Tenant and Landlord each agree to indemnify, defend and hold harmless the other and the Brokers specified herein, and their agents, from and against any costs, expenses, or liability for compensation claimed independent with the warranty and representation in this paragraph 42.

43. AGENCY CONFIRMATION: The following agency relationships are hereby confirmed for this transaction: _____ (Print Firm Name) is the agent of

Listing Agent: _____
(check one): ☐ the Landlord exclusively; or ☐ both the Tenant and Landlord
Selling Agent: _____ (Print Firm Name) (if not same as Listing Agent) is the agent of
(check one): ☐ the Tenant exclusively; or ☐ the Landlord exclusively; or ☐ both the Tenant and Landlord.
Real Estate Brokers are not parties to the agreement between Tenant and Landlord.

Landlord's Initials () ()

Tenant's Initials () ()



Premises: Crystal Pier Boat Shack Date 5.1.23

Landlord and Tenant acknowledge and agree that Brokers: (i) do not guarantee the condition of the Premises; (ii) cannot verify representations made by others; (iii) will not verify zoning and land use restrictions; (iv) cannot provide legal or tax advice; (v) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not acting as Landlord in this agreement, Brokers: (vi) do not decide what rental rate a Tenant should pay or Landlord should accept; and (vii) do not decide upon the length or other terms of tenancy. Landlord and Tenant agree that they will seek legal, tax, insurance, and other desired assistance from appropriate professionals.

Tenant

Date

(Print Name)
Address

City

State

Zip

Tenant

Date

(Print Name)
Address

City

State

Zip

☐ **GUARANTEE:** In consideration of the execution of this Agreement by and between Landlord and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: (i) guarantee unconditionally to Landlord and Landlord's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; (ii) consent to any changes, modifications or alterations of any term in this Agreement agreed to by Landlord and Tenant; and (iii) waive any right to require Landlord and/or Landlord's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name)

Date

Guarantor

Address

City

State

Zip

Telephone

Fax

E-mail

Landlord agrees to rent the Premises on the above terms and conditions.

Landlord

Date

(owner or agent with authority to enter into this agreement)

Address

City

State

Zip

Landlord

Date

(owner or agent with authority to enter into this agreement)

Address

City

State

Zip

Agency relationships are confirmed as above. Real estate brokers who are not also Landlord in this agreement are not a party to the agreement between Landlord and Tenant.

Real Estate Broker (Leasing Firm)

DRE Lic. #

By (Agent)

DRE Lic. #

Date

Address

City

State

Zip

Telephone

Fax

E-mail

Real Estate Broker (Listing Firm)

DRE Lic. #

By (Agent)

DRE Lic. #

Date

Address

City

State

Zip

Telephone

Fax

E-mail

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

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REAL ESTATE BUSINESS SERVICES, INC.
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CL REVISED 11/11 (PAGE 6 OF 6)

COMMERCIAL LEASE AGREEMENT (CL PAGE 6 OF 6)

Reviewed by _____ Date _____



United

Addendum to Commercial Lease Agreement

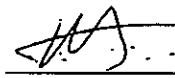
This document is an Addendum to the Commercial Lease Agreement dated May 1, 2023, by and between Crystal Pier Motel, Inc. as "Landlord", and David Hoang, dba Crystal Pier Bait Shack as "Tenant".

The Master Lease between the City of San Diego "Lessor" and Crystal Pier Motel, Inc. dated July 31, 1989 states:

"The approval of any assignment of sublease shall be conditioned upon the assignee or sublessee agreeing in writing that it will assume the rights and obligations thereby assigned or subleased, and that it will keep and perform all covenants, conditions and provisions of this agreement which are applicable to the rights acquired"

Tenant, Crystal Pier Bait Shack, hereby agrees to the above-mentioned language:

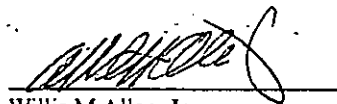
Agreed to and accepted by:



David Hoang
Crystal Pier Bait Shack

Date: 9.1.23

Acknowledged by:



Willis M Allen, Jr.
Crystal Pier Motel, Inc.
"Landlord"

Date: 9/1/2023

EXHIBIT B
TO
CONSENT TO SUBLEASE
(CRYSTAL PIER MOTEL, INC.: David Hoang dba Crystal Pier Bait Shack)

ACKNOWLEDGMENT OF RECEIPT OF CONSENT TO SUBLEASE

(CRYSTAL PIER MOTEL, INC.: David Hoang dba Crystal Pier Bait Shack)

David Hoang, an individual ("Sublessee"), makes the following acknowledgments, representations, and warranties for the benefit of The City of San Diego, a California municipal corporation ("City"), as lessor under that certain Pier Lease effective August 11, 1989, and filed as document RR-274124 in the Office of the San Diego City Clerk ("Master Lease"), relating to that certain City-owned real property described in Exhibit "A" attached to the Master Lease ("Master Premises"), entered into with CRYSTAL PIER MOTEL, INC., a California corporation, as the "Lessee":

1. Sublessee acknowledges entering into that certain Commercial Lease Agreement with Lessee, dated May 1, 2023 ("Sublease"), for Lessee to sublease to Sublessee that certain portion of the Master Premises known as the "Crystal Pier Bait Shack."

2. Sublessee acknowledges receipt of a copy of that certain Consent to Sublease (CRYSTAL PIER MOTEL, INC.: David Hoang dba Crystal Pier Bait Shack), dated 9/1/2023, between City and Lessee relating to the Sublease ("Consent").

3. Sublessee acknowledges receipt of a copy of the Master Lease prior to entering into the Sublease.

4. Sublessee acknowledges and agrees that the Sublease is subject and subordinate to the terms, covenants, and conditions of the Master Lease and the Consent, the Sublease may only be in effect while the Master Lease is in effect, and nothing in the Consent modifies the terms, covenants, or conditions of the Master Lease.

5. Sublessee acknowledges, represents, and warrants that a true and correct copy of the Sublease is attached as Exhibit "A" to the Consent.

Date: 9/1/2023

David Hoang, an individual

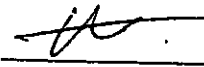
By: 

EXHIBIT C

**EXHIBIT C
TO
CONSENT TO SUBLEASE
(CRYSTAL PIER MOTEL, INC.: David Hoang dba Crystal Pier Bait Shack)**

USER FEE SCHEDULE

City of San Diego
Fiscal Year 2023 User Fee Schedule

Program/Fee	Fee Title	FY, 2023 Current Fee
-------------	-----------	----------------------

State Mandated Parking Citation Surcharge ¹	State Mandated Surcharge is Assessed On Each Parking Citation That Is Paid In Full. Breakdown of the \$12.50 State Mandated Surcharge: Imposed 1994: \$2.50 – Courthouse Construction Fund (CGC §76100) Imposed 1994: \$2.50 – Criminal Justice Facilities Construction Fund (CGC §76101) Imposed 2003: \$1.50 – State Courthouse Facilities Construction Fund (CGC § 70372(b)) Imposed 2009: \$3.00 – State Courthouse Facilities Construction Fund (CGC § 70372(b)) Imposed December 7th 2010: \$3.00 – State Trial Court Fund (CGC §76000.3) (Sunssets July 1, 2013)	\$12.50 Per Citation
--	---	----------------------

Residential Parking		
Residential Parking Permit Fee - Annual	Per Annual Permit / R-276232 / SDMC § 86.2001 – 86.2017	\$9 Per Permit
Neighborhood Parking Protection Ordinance - Permit Fee	Application, Renewal and Processing Fees Per Permit	\$1 Per Service
Residential Parking Permit Fee - Temporary	Per Temporary Permit / R-276232 / SDMC § 86.2001 – 86.2017	\$7 Per Permit
Business Regulation		
Police Regulated ID Cards	Per Item	\$16 Per Item

¹ This User Fee is State Mandated and not included in the department User Fee total count.

Department of Real Estate & Airport Management

Improvements, maintenance, and operations of City Airports¹

Airport Conference Fee	Per Hour	\$20.00 Per Hour
Commercial Operator Fees	Commercial Operating Permit	\$468.98 Per Year
Copy Machine Fees	Per Copy	\$0.25 Per Copy
Fuel Flowage Fees	Aviation Gas	\$0.09 Per Gallon
Fuel Flowage Fees	Aviation Jet fuel	\$0.10 Per Gallon
Fuel Flowage Fees	Aviation Oils	\$0.10 Per Gallon
Gate Access Cards	Initial Issuance	\$20.00 Per Card
Gate Access Cards	Reactivation After Violation	\$100.00 Per Violation
Gate Access Cards	Replacement	\$20.00 Per Card
Landing Fee	Small Aircraft (12,500lb and under)	\$11.00
Landing Fee	Large Aircraft (over 12,500lb)	\$1.10 Fee is per thousand pounds of Maximum Gross Take Off Weight
Late Fee	Minimum \$10	\$10.00
Monthly Hangar/Tiedown Fees	All Hangars/Tie-downs over 1,050sq. Ft.	\$0.13 Per square foot per month
Monthly Hangar/Tiedown Fees	Single Engine 40'x35' T-Shape (up to 1,050 sq. ft)	\$126.00 Per Month
Monthly Hangar/Tiedown Fees	Multi-Engine T-shape	\$136.00 Per Month
Overnight Aircraft Parking Fees	Airships (San Diego Municipal Only)	\$72.44 Per Night
Overnight Aircraft Parking Fees	Single Engine 12,500 lb. and under	\$9.00 Per Night
Overnight Aircraft Parking Fees	Aircraft over 12,500	\$1.10 Fee is per thousand pounds of Maximum Gross Take Off Weight
Overnight Aircraft Parking Fees	Multi Engine 12,500 lb. and under	\$11.00 Per Night
Overnight Vehicle Parking	Auto	\$6.00 Per Night
Overnight Vehicle Parking	Oversized Vehicles	\$13.00 Per Night
Special Use Fees	Daily Minimum	\$102.56 Per Day
Property Processing		
Consent to Assignment of Leasehold Interest	Short-Term or Non-Revenue Agreement (3 Years or Less)	\$780.00 Per Agreement
Consent to Assignment of Leasehold Interest	Long-Term Agreement (Over 3 Years)	\$2,000.00 Per Agreement
Consent to Sublease	Sublease Agreement	\$1,050.00 Per Sublease
Easement or Rights on City Property	Permitted Uses	\$2,275.00 Per Item
Leases - New, Renewed or Amended	Long-Term Agreement (Over 3 Years)	\$5,000.00 Per Agreement
Leases - New, Renewed or Amended	Short-Term or Non-Revenue Agreement (3 Years or Less)	\$1,400.00 Per Agreement
Permits, Rights of Entry and Other Temporary Uses	Permitted Uses	\$1,050.00 Per Permit

¹ Real Estate Assets Department (READ) has been renamed to Department of Real Estate and Airport Management (DREAM). Airports Management is a Non-General Fund and its fees were included as part of the Fiscal Year 2023 User Fee process. As a result, the fees will now be displayed in the User Fee schedule going forward

Development Services Department

8/14/2023



Attachment B

Environmental Determination (NORA)	
Environmental Planner	Edgar Ramirez Manriquez (EdgarR@sandiego.gov)
Project Name	Consent to Sublease with Crystal Pier Motel, Inc.
Environmental Determination	This activity is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301 (Existing Facilities).
Date NORA Posted	7/28/2023
Date NORA Removed	8/11/2023



Date of Notice: July 28, 2023

NOTICE OF RIGHT TO APPEAL

ENVIRONMENTAL DETERMINATION

CITY PLANNING DEPARTMENT

PROJECT NAME/NUMBER: Consent to Sublease with Crystal Pier Motel, Inc.

COMMUNITY PLAN AREA: Pacific Beach

COUNCIL DISTRICT: 1

LOCATION: 4500 Ocean Boulevard, San Diego, CA 92109

PROJECT DESCRIPTION: Crystal Pier Motel, Inc. wishes to sublease a portion of the leased premises known as the "Crystal Pier Bait Shack" located within Crystal Pier for the sale of bait, sodas, snacks, fishing gear, fishing pole rentals, and clothing. Under Section IV.A.2 of the Master Lease for Crystal Pier, the sublease is not effective unless and until the City consents to the sublease. Therefore, Crystal Pier Motel, Inc. is requesting a City Consent to Sublease.

ENTITY CONSIDERING PROJECT APPROVAL: City of San Diego

ENVIRONMENTAL DETERMINATION: 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 allows 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; and where 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, and the project was not identified on a list of hazardous waste sites pursuant to Section 65962.5 of the Government Code.

As to the exception for historical resources, the Crystal Pier Administration Building is a designated historical resource on the City of San Diego's Register of Historic Resources. However, the Crystal Pier Bait Shack, where the proposed Consent to Sublease would apply, is not located in the Crystal Pier Administration Building, and the Consent to Sublease does not propose any activities that would result in a significant impact to the designated historical resource. Therefore, the exception to the exemption does not apply.

CITY CONTACT: Roswitha Sanchez, Supervising Property Agent, Department of Real Estate and Airport Management

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

PHONE NUMBER/E-MAIL: 619-236-6721 / roswithas@sanidiego.gov

On July 28, 2023, the City of San Diego made the above-referenced environmental determination pursuant to CEQA. This determination is appealable to the City Council. If you have any questions about this determination, contact the City Contact listed above.

Applications to appeal the 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 (**August 11, 2023**). Appeals to the City Clerk must be filed via e-mail or in-person as follows:

1. Appeals filed via Email: The Environmental Determination Appeal Application Form DS-3031 can be obtained at <https://www.sandiego.gov/sites/default/files/legacy/development-services/pdf/industry/forms/ds3031.pdf>. Send the completed appeal form (including grounds for appeal and supporting documentation in pdf format) by email to Hearings1@sanidiego.gov by 5:00p.m. on the last day of the appeal period; your email appeal will be acknowledged within 24 business hours. You must separately mail the appeal fee by check payable to the City Treasurer to: City Clerk/Appeal, MS 2A, 202 C Street, San Diego, CA 92101. The appeal filing fee must be United States Postal Service (USPS) postmarked before or on the final date of the appeal.
2. Appeals filed In-Person: The Environmental Determination Appeal Application Form DS-3031 can be obtained at: <https://www.sandiego.gov/sites/default/files/legacy/development-services/pdf/industry/forms/ds3031.pdf>. Bring the fully completed appeal application DS-3031 (including grounds for appeal and supporting documentation) to the City Administration Building— Public Information Counter (Open 8:00am to 5:00pm Monday through Friday excluding City approved holidays), 1st Floor Lobby, located at 202 C Street, San Diego, CA 92101, by 5:00pm on the last day of the appeal period. The completed appeal form shall include the required appeal fee, with a check payable to: City Treasurer.

The appeal application can also be obtained from the City Clerk, 202 'C' Street, Second Floor, San Diego, CA 92101.

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

POSTED ON THE CITY'S CEQA WEBSITE

POSTED: 7/28/2023

REMOVED: 8/11/2023

POSTED: E. Ramirez Manriquez

TIME RECEIVED
September 12, 2023 at 3:44:53 PM EDT

REMOTE CSID

DURATION 46
PAGES 1

STATUS
Received

09/12/2023 12:57PM FAX

0001/0001



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/08/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	CONTACT NAME: PHONE (A/C, No, Ext): (855) 222-5919 E-MAIL ADDRESS: support@nextinsurance.com FAX (A/C, No):	
	INSURER(S) AFFORDING COVERAGE	
INSURED David Hoang David Hoang DBA Crystal Pier Bait Shack 4500 Ocean Blvd San Diego, CA 92109	INSURER A: State National Insurance Company, Inc.	NAIC # 12831
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 963895408

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR	TYPE OF INSURANCE	ADOL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		NXTWPLH7FR-00-GL	06/08/2023	06/08/2024	EACH OCCURRENCE \$1,000,000.00
	DAMAGE TO RENTED PREMISES (Per occurrence)						\$100,000.00
	MED EXP (Any one person)						\$15,000.00
	PERSONAL & ADV INJURY						\$1,000,000.00
							GENERAL AGGREGATE \$2,000,000.00
							PRODUCTS - COMPROP AGG \$2,000,000.00
							\$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Per accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is Crystal Pier Hotel & Cottages. This Certificate Holder is an Additional Insured on the General Liability policy per the Additional Insured Automatic Status Endorsement. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

CERTIFICATE HOLDER

Crystal Pier Hotel & Cottages
4500 Ocean Blvd
San Diego, CA 92109

LIVE CERTIFICATE



Click or scan to view

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ann Ryan

CITY OF SAN DIEGO

LESSEE'S AND SUBLESSEE'S QUESTIONNAIRE FOR ALL LEASES, ASSIGNMENTS AND SUBLEASES

Pursuant to the City of San Diego City Charter Section 225: "Mandatory Disclosure of Business Interests," before the City will process requests to (Sub)Lease, all information requested in this Questionnaire must be completed by the proposed (Sub)Lessee. Even though a proposed Sublessee may complete the Questionnaire, the Questionnaire must be delivered or mailed to the City with a cover letter signed by the City Lessee or proposed Lessee. **THE CITY WILL NOT ACCEPT THE QUESTIONNAIRE, DOCUMENTS, OR OTHER INFORMATION DIRECTLY FROM A SUBLESSEE.**

All information furnished in this Questionnaire must be complete and accurate. Omissions, inaccuracies, or misstatements may cause the rejection and/or subsequent revocation of the City's Lease, consent to Sublease, or consent to Assignment of (Sub)Lease.

In submitting this Questionnaire, the proposed (Sub) Lessee completing the Questionnaire authorizes the City to make any inquiry or investigation it believes necessary to substantiate or supplement the information furnished in the Questionnaire and authorizes others to release such information to the City.

Exact name of existing Lessee (always complete):

Exact name of proposed Lessee (complete only if applicable):

Exact name of existing Sublessee (complete only if applicable):

DAVID HOANG

Exact name of proposed Sublessee (complete only if applicable):

Date this Questionnaire completed: 5/16/2023

The information furnished in and with this Questionnaire is true, complete, and correct to the best of my knowledge.

Signature: [Signature]

Title: OWNER

Thank you for taking the time to complete the Questionnaire. Lessees may contact Real Estate Assets if they have any questions. Please return the completed Questionnaire, with any additional information or documents to:

REAL ESTATE ASSETS DEPARTMENT
1200 THIRD AVENUE STE. 1700
SAN DIEGO, CA 92101
TEL.: (619) 236-6020 FAX: (619) 236-6706

This Questionnaire contains 15 pages.

PROPOSED (SUB)LESSEE

1. Name of proposed (Sub)Lessee exactly as it will appear on the actual tenancy document: DAVID HOANG DBA

2. Mailing Address of proposed (Sub)Lessee for purposes of notice or other communication relating to the proposed tenancy:

4500 OCEAN BLVD
SAN DIEGO CA 92109

Telephone No.: 619-450-3860 Fax. No.: _____
E-mail Address: HOANG1972@HOTMAIL.COM

3. Billing Address (*only if different from Mailing Address*);

Telephone No.: _____ Fax. No.: _____

4. Proposed (Sub)Lessee intends to operate as a:

Sole Proprietorship (☒); Partnership (☐); Corporation (☐);

Limited Liability Company (☐); Other _____

Explain if necessary:

5. Effective date of assignment (complete only if applicable): 5/16/2023

PARTNERSHIP STATEMENT

If proposed (Sub)Lessee is a partnership, please answer the following:

1. Date of Organization: _____
2. General Partnership ☐
Limited Partnership ☐
Other ☐ Explain _____

3. Statement of Partnership recorded: Yes ☐ No ☐

Date	Book	Page	County
4. Has the partnership conducted business in San Diego County?
Yes ☐ No ☐ If so, when? _____
If so, where? _____
5. Name, address, and partnership share of each general and limited partner. If a general partner is another partnership, a corporation, or a limited liability company (LLC), please complete separate pages 3; or 4 and 5; or 6, as appropriate for such entity (type proposed [Sub]Lessee name [from page 2] on the top of each page for identification purposes). If a limited partner holding a 10% or greater interest is another partnership, a corporation, or an LLC, pages 3; or 4 and 5; or 6 must also be completed for such entity (type proposed [Sub]Lessee name [from page 2] on the top of each page).

General/Limited	Name	Address	Share %
N/A			

6. Attach a complete copy of the Partnership Agreement. If a Partnership Agreement has been previously submitted, a new Partnership Agreement need be submitted only if the Partnership Agreement on file with the City is no longer current.

CORPORATION STATEMENT

If proposed (Sub)Lessee is a corporation, please answer the following:

1. Type of corporation: C ☐ Subchapter S ☐
2. When incorporated? N/A
3. Where incorporated? —
4. Is the corporation authorized to do business in California? Yes ☐ No ☐
If so, as of what date? —
5. The corporation is held:
a. Publicly ☐ Privately ☐
b. If publicly held, how and where is the stock traded?
—

- | | | | |
|-------------------------------------|-------------------|---------------|--------------------|
| 6. Please list the following: | <u>Authorized</u> | <u>Issued</u> | <u>Outstanding</u> |
| a. Number of voting shares: | <u>—</u> | <u>—</u> | <u>—</u> |
| b. Number of nonvoting shares: | <u>—</u> | <u>—</u> | <u>—</u> |
| c. Number of shareholders: | | | <u>—</u> |
| d. Value per share of Common Stock: | | Par | \$ <u>—</u> |
| | | Book | \$ <u>—</u> |
| | | Market | \$ <u>—</u> |

7. Please furnish the name, title, address, and the number of voting and nonvoting shares of stock owned by each officer and, in addition, the same information for each stockholder owning more than 10% of any class of stock.

Name:	<u>N/A</u>	<u>1</u>
Title:	<u>—</u>	
Address:	<u>—</u>	
	<u>—</u>	
No. of Shares:	<u>—</u>	

Name: N/A
 Title: _____
 Address: _____

 No. of Shares:

 Name: _____
 Title: _____
 Address: _____

 No. of Shares:

 Name: _____
 Title: _____
 Address:

 No. of Shares: _____

 Name:
 Title: _____
 Address: _____

 No. of Shares: N/A

(Additional page(s) may be added if needed to complete list of stockholders [type proposed (Sub)Lessee name (from page 2) on the top of each page].)

8. Attach complete copies of the Articles of Incorporation (and any Certificate(s) of Amendment there to, as the case may be) of the Corporation, and the Bylaws of the Corporation (and any Amended and Restated Bylaws, as the case may be), and any other applicable Corporate documents.

Any partnership, corporation, or LLC owning more than a 10% ownership interest must also complete separate pages 3; or 4 and 5; or 6, as appropriate for each entity (type proposed [Sub]Lessee name [from page 2] on the top of each page for identification purposes). Also, furnish the financial data for such partnership, corporation, or LLC, as required on page 7. If there is an ownership chain of additional partnerships, corporations, or LLCs, the above requirements extend to each such entity having either: (1) a 10% or greater direct, indirect, beneficial ownership, or membership interest in the proposed (Sub)Lessee; or (2) effective control of the proposed (Sub)Lessee, regardless of the percentage of ownership or membership interest.

LIMITED LIABILITY COMPANY STATEMENT

If the proposed (Sub)Lessee is an LLC, please answer the following:

1. Date of Organization: N/A
2. Where Organized:
3. Is the Company authorized to do business in California?
- a. Yes (☐) No (☐)
- b. If so, as of what date?
4. Has the Company conducted business in San Diego County?
- a. Yes (☐) No (☐)
- b. If so, when? N/A
- c. If so, where?
5. Please furnish the name, address, and membership share held by each manager and officer, and each member owning more than a 10% membership interest. If a member is a partnership, corporation, or another LLC, please complete separate pages 3; or 4 and 5; or 6, as appropriate for such entity (type proposed [Sub]Lessee name [from page 2] on the top of each page).

Manager/Officer/ Member	Name	Address	Share %
N/A			

6. Attach a complete copy of the Operating Agreement. If an Operating Agreement has been previously submitted, a new Operating Agreement need be submitted only if the Operating Agreement on file with the City is no longer current.

FINANCIAL AND OTHER BACKGROUND INFORMATION

FINANCIAL STATEMENT

(Sub)Lessee, general partners of (Sub)Lessee, owner-corporations of (Sub)Lessee, members of (Sub)Lessee owning more than a 10% membership interest, and any person or business entity guaranteeing the performance of (Sub)Lessee must attach a complete report, prepared in accordance with good accounting practice, reflecting current financial condition. The report **must** include a balance sheet **and** annual income statement. The person or entity covered by the report must be prepared to substantiate all information provided.

OTHER INFORMATION

Each (Sub)Lessee, each general partner of (Sub)Lessee, each owner-corporation of (Sub)Lessee, each member of (Sub)Lessee owning more than a 10% membership interest, any person or business entity guaranteeing the performance of (Sub)Lessee, any person or entity owning more than a 10% interest of (Sub)Lessee, and any guarantor of (Sub)Lessee must answer the following questions:

1. **Surety Information** - Has a surety or bonding company ever been required to perform on the default of any of the individuals or entities?
a. Yes (☐) No (☐) *N/A*
b. If yes, please attach a statement naming the surety or bonding company, date, amount of bond, and the circumstances surrounding said default and performance.
2. **Bankruptcy Information** - Have any of the individuals or entities ever been adjudicated bankrupt or are any presently a debtor in a pending bankruptcy action?
a. Yes (☐) No (☐) *N/A*
b. If yes, please give dates, court jurisdiction, and amount of liabilities and assets.
3. **Pending Litigation** - Are any of the individuals or entities presently a party to ANY pending litigation?
a. Yes (☐) No (☐) *N/A*
b. If yes, please provide detailed information for each action.
4. **Claims, Liens, or Judgments** - Are any of the individuals or entities now subject to any outstanding claims, liens, or judgments?
a. Yes (☐) No (☐) *N/A*
b. If yes, please provide detailed information for each claim, lien, or judgment.

REFERENCES FOR PROPOSED (SUB)LESSEE

Please list four persons or firms with whom you have conducted business transactions during the past three years. Two of the references must have knowledge of your debt payment history, with at least one being a financial institution. Two of the references must have knowledge of your business experience.

REFERENCE NO. 1

Name: _____

Firm: _____

Title: _____

Address: _____

Telephone: _____

Nature and magnitude of purchase, sale, loan, business, association, etc.:

REFERENCE NO. 2

Name: _____

Firm: _____

Title: _____

Address: _____

Telephone: _____

Nature and magnitude of purchase, sale, loan, business, association, etc.:

REFERENCE NO. 3

Name: _____

Firm: _____

Title: _____

Address: _____

Telephone: _____

Nature and magnitude of purchase, sale, loan, business, association, etc.:

REFERENCE NO. 4

Name: _____

Firm: _____

Title: _____

Address: _____

Telephone: _____

Nature and magnitude of purchase, sale, loan, business, association, etc.:

CITY OF SAN DIEGO PERSONAL DESCRIPTION AND RELEASE

PLEASE NOTE: All partners, both general and limited; all stockholders owning more than 10% of any class of stock of corporations; all members of a limited liability company; and sole proprietors requesting to (sub)lease, must each complete this page before the tenancy request can be processed. (You may reproduce and use copies of this page, if necessary.)

The following personal information is required to initiate a credit investigation. The business and personal reputation of principals, partners, and members will be considered in qualifying Lessees or in consenting to Sublessees.

First, Middle, & Last Name DAVID HOANG
Date of Birth 4/7/1972
Place of Birth VIETNAM
Social Security Number 464-59-0839
Driver's License Number/State A4838026
Home Address 8912 NELSON WAY
ESCONDIDO CA. 92026
Previous Address _____
Home Telephone No. 619-450-3860
Employer CUMMINS CHEVROLET
Occupation FINANCE MANAGER
Business Address 2301 NATIONAL CITY BLVD NATIONAL
CITY CA
Business Telephone No. 619-477-2163
Business Fax No. 619-474-2180 91950

The City is hereby authorized to request a credit report and other information covering my financial and business history.

Date 5/16/2023 Signed [Signature]

Print or type exact name of proposed (Sub)Lessee from page 2 of Questionnaire:

DAVID HOANG

METHOD OF OPERATION

Please describe your proposed business operation on the property to be (Sub)Leased.
Discuss any optional services and uses which you propose to provide.

FISHING POLES RENTAL, SELLING SODAS, SNACKS,
BAIT, FISHING GEAR. clothing merchandise

**PROPOSED METHOD OF FINANCING
DEVELOPMENT OR LEASEHOLD PURCHASE**

Describe the method of financing for the Leasehold purchase or any new or additional development on the Leasehold. Include a schedule of approximate dates when construction of each significant improvement is expected to be commenced and completed.

N/A

ESTIMATE OF GROSS RECEIPTS

If this Questionnaire is being completed by a prospective Lessee, please show the best estimate of the average annual gross sales for each significant use or service, and for each significant optional use or service which the Lessee and its Sublessees (if any) plan to conduct on or from the property. (If the Questionnaire is being completed by a Sublessee, only the estimate of the Sublessee's gross sales is required.) This data will be used by the City to analyze the proposed Lease or Sublease Consent application. The time periods shown should not be assumed to necessarily represent the term of a (Sub)Lease that may be granted or consented to by the City.

? Average annual gross sales for each proposed significant use during each of the first five operating years:

Year of Operation	Uses (Identify Each Use)				
1	\$	\$	\$	\$	\$
2					
3					
4					
5					

EXPERIENCE STATEMENT

Please describe in detail the duration and extent of your business experience, with special emphasis upon experience with the type of business which you propose to conduct on City property. Also state in detail the pertinent experience of the persons who will be directly involved in development and management of the business.

BRAND NEW BUSINESS

**TERMS AND CONDITIONS OF PURCHASE, SALE,
OR TRANSFER OF (SUB)LEASEHOLD INTEREST**

(NOTE: Complete this page only if the transaction involves a Lease assignment.)

Please summarize the terms and conditions of the purchase, sale, or transfer of Leasehold interest(s) which requires City consent, as specified in the Assignment- Sublease provisions of the City Lease. Please attach copies of the applicable sales agreement(s), escrow instructions, assignment agreement(s), or other documents in conjunction with the sale, purchase, or transfer of the (Sub)Leasehold interest(s).