

CITY OF SAN DIEGO
CONSENT TO SUBLEASE

THIS CONSENT TO SUBLEASE ("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. City, as lessor, and Canyonside Ranch LLC, a California limited liability company ("Lessee"), entered into the City of San Diego Percentage Lease dated February 16, 2017, ("Lease"), relating to City-owned real property situated in the City of San Diego, County of San Diego, State of California consisting of approximately fifteen (15) acres of City-owned real property, including the Monhike Adobe House, a hay barn, both registered in the National Register of Historic Places (Historical Board #419), a perimeter fence and miscellaneous other storage structures, including on site manager office all located at 12115 Black Mountain Road, San Diego, California, 92129, commonly known as "Canyonside Stables", and more particularly described in the Lease ("Premises").
- B. Lessee now desires to sublease a portion of the Premises to Horsebound L.L.C., a California corporation ("Sublessee") for the following purposes: (a) non-exclusive use of the main arena and the dressage arena for instructing members of the general public in the care, maintenance and horse riding equines; (b) exclusive use of the lower pasture; (c) exclusive use of the existing office building and staging area (approximately 66"x50"); and (d) for parking of equine transportation trailers on the Premises.
- C. The Lease requires Lessee to obtain the City's consent prior to the sublease of any portion of Lessee's right, title or interest in the Lease.

NOW, THEREFORE, City provides its consent to the sublease subject to the following:

- 1. In reliance upon Sublessee's assumption of all obligations, covenants, conditions, and provisions of the Lease which are applicable to the rights subleased, City hereby consents to Lessee's request to sublease that certain portion of its right, title and interest in and to the Lease, as set forth in Recital "B" above, to Sublessee for the sole purpose of allowing Sublessee to use the Premises to as stated in the sublease. Failure to ensure compliance with these obligations, and all other obligations of the Lease, shall be considered a material default under the Lease and may subject the Lease to termination. By giving this Consent, City is merely consenting to the requested sublease. All terms and conditions of the Lease shall control and supersede all provisions in any sublease executed between Lessee and Sublessee;

2. By this Consent, City does not release, discharge or modify Lessee's obligations to City under the Lease;
3. This Consent does not constitute consent to any subsequent subleases;
4. Lessee agrees to pay City any applicable processing and or administrative fee(s) for processing this Consent; and
5. City shall not be liable for any brokerage commission or finder's fee in connection with the consummation of the sublease. 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.

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: 6/14/18

By: [Signature]
Cybele L. Thompson, RPA, FMA, CCIM, LEED
AP
Director Real Estate Assets Department

Planning Department, Environmental Analysis Section Environmental Clearance:

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

Date: 5-31-18

By: [Signature]
Alyssa M. Muto, Deputy Director,
Environmental and Policy Analysis
Planning Department

Approved as to form this 8th day
of June 2018

Mara W. Elliott, City Attorney

By: [Signature]
Name: **Marco A. Verdugo**
Title: **Deputy City Attorney**



Date of Notice: April 10, 2018

NOTICE OF RIGHT TO APPEAL

ENVIRONMENTAL DETERMINATION

PLANNING DEPARTMENT

PROJECT NAME/NUMBER: Consent to Sublease agreement between Canyonside Ranch LLC and the Horsebound LLC

COMMUNITY PLAN AREA: Los Peñasquitos Canyon

COUNCIL DISTRICT: 6

LOCATION: 12115 Black Mountain Road, San Diego, CA 92129

PROJECT DESCRIPTION: Consent to Sublease agreement between Canyonside Ranch LLC ("Lessee") and the Horsebound LLC ("Sublessee") allowing Sublessee to sublease a portion of the premises leased to Lessee. The sublease allows Sublessee the following uses: (a) non-exclusive use of the main arena and the dressage area for instructing members of the general public in the care, maintenance and horse riding equines, (b) exclusive use of the lower pasture, (c) exclusive use of the existing office building and staging area, and (d) for parking of equine transportation on the leased premises. This consent is in satisfaction of the requirements of Sections 4.2 of the City of San Diego Percentage lease, dated February 16, 2017, between the City and Lessee.

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 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures or facilities involving negligible or no expansion of use; and where the exceptions listed in CEQA 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: Vladimir Balotsky
Real Estate Assets Department
MAILING ADDRESS: 1200 Third Avenue, Suite 1700, MS 51A, San Diego, CA 92101
PHONE NUMBER: 619-235-5248

On April 10, 2018, 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 Project Manager listed above.

Applications to appeal the CEQA determination to the City Council must be filed in the office of the City Clerk within 10 business days from the date of the posting of this Notice (**April 24, 2018**). The appeal application can 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 IN THE OFFICE OF DSD

POSTED: 4/10/2018

REMOVED: 4/25/2018

POSTED: E. Pascoal

Sublease

This sublease is entered into on this 22 day of June, 2017, by and between Canyonside Ranch, L.L.C. (hereinafter "Landlord") and Horsebound L.L.C. (hereinafter "Tenant").

RECITALS

1. Landlord is the lessee of the City of San Diego of that certain property located at 12115 Black Mountain Road, San Diego, CA 92129 (hereinafter "Premises") according to a Master Lease between Landlord and the City of San Diego, California;
2. Subject to the terms and conditions of the Master Lease between Landlord and the City of San Diego, Landlord operates on the Premises an equestrian center which offers to the general public, for consideration, boarding of equines, equine riding lessons, and related equine activities;
3. Tenant represents that it is qualified to instruct members of the public in the care, maintenance, and riding of equines and desires to conduct such activities on the Premises.
4. According to the Master Lease, Landlord's use of the Premises is conditioned upon its providing a broad range of equestrian activities to members of the general public in the addition to the boarding of equines;
5. In order to assure the broadest range of equestrian activities on the Premises, Landlord desires Tenant to instruct, Tenant desires to instruct, members of the general public in the care, maintenance, and riding of equines;
6. Tenant desires to utilize a portion of the Premises for the purpose of instructing members of the general public in the care, maintenance, and riding of equines.

Now, therefore, in consideration of the mutual covenants and conditions contained in this Agreement, and on the basis of the above recitals, hereby incorporated into this Sublease, the parties agree as follow:

1. **FACILITIES.** Landlord will allow Tenant the non-exclusive use of the main arena

and the dressage arena for instructing members of the general public in the care, maintenance and riding of equines. Tenant is aware that Landlord boards horses for members of the general public and that Landlord's boarders also utilize such arenas. Tenants shall use its best efforts to conduct its instructional activities without unreasonable interference with the boarders' use of such arenas and the Premises generally. Should Tenant desire to transport equines to the Premises to carry on its activities on the Premises, Tenant may do so on a day-to-day basis, or alternatively, may board no more than ten equines on the Premises. Tenant shall board equines in the area known as the "Lower Pasture" (see Attachment 1). With prior permission from Landlord, Tenant may expand the number of its equines on the Premises to a maximum of fifteen. For the boarding of its equines, Tenant will be granted exclusive use of the Lower Pasture. Tenant may, at Tenant's own expense and with prior permission from the Landlord, modify for its use and convenience the present configuration of the Lower Pasture. Examples of acceptable modifications include, but are not limited to: the addition of a shade structure or structures, the addition of pipe panels in order to subdivide (not expand) the Lower Pasture into two or more usable holding areas or into separate pens, in Tenant's discretion; the addition of wooden fencing, if desired; the addition of equine watering devices which may be connected to Landlord existing water lines. Any or all such proposed modifications shall first be presented to Landlord by schematic diagram before they are physically implemented and Tenants implement such modifications only upon receipt of Landlord's written approval of such schema of modifications. Tenant is also granted the exclusive use of the existing office building and staging area (approximately 66' x 50') located just east of the main property entrance fence (see Attachment 1). Tenant may, at Tenant's own expense and with prior permission from Landlord, modify the office building and staging area for its convenience, subject to any necessary approvals by the City of San Diego and its authorized representatives. Examples of modifications acceptable to Landlord include but are not limited to: the addition of pipe-panel holding pens, wooden fencing, shelving and other office necessities. On a daily basis, Tenant will muck its own stalls as may exist hereunder and the staging area and ensure the

compatibility of Tenants modifications and activities with the well being of its boarded equines and/or other equine owned and leased by Tenant for its activities on the Premises. In carry out its activities on the premise, Tenant acknowledges that according to terms of the Master Lease, any of Tenant's personal property that becomes affixed to the premises shall become the property of the City of San Diego. Tenant acknowledges that the parking lots are common areas for the use by Landlord, boarders, Tenant, Tenant's customer and the City Park Rangers as necessary. With prior permission and space available, Tenant may park equine transportation trailers necessary to its activities on the Premises at such locations as may be designated by Landlord and pay any reasonable monthly fees charged by Landlord for such parking. Tenant's described activities on the Premises shall be exclusive during the term of this Sublease. Landlord shall prohibit any activities on the the Premises that compete with Tenant's activities during the term of this Sublease, with the exception that Landlord may secure the services of third parties to provide instruction in the care, maintenance, and riding of equines that is not provided by Tenant. For example, if Tenant does not give dressage lessons, then Landlord may obtain the services of a dressage instructor at Landlord's discretion. Before retaining the services any such third parties, Landlord shall discuss the situation with the Tenant, which will than have an opportunity to provide the additional services if it can do so to Landlord's satisfaction. Any such retained third parties shall be limited to instructing Landlord's boarders on the Premises. The parties agree that any individual boarder of Landlord may, in their discretion, retain the services of any other instructor(s) for lessons rendered exclusively to the retaining boarder.

2. LANDLORD SERVICES. Landlord will crape any pastur area not modified with pens used by Tenant not less than twice per year to remove excess manure, or more often at Landlord's discretion and as dictated by the conditions of the pastures and the health of the pastured equines. Landlord is responsible for removal of manure from Premises. Landlord will feed Tenants equines according to Landlord's general feeding protocols (presently twice a day, morning and afternoon/evening) from Landlord's own supply of animal feed. Tenant acknowledges that Landlord is a lessee of the City of San Diego and

that City of San Diego Park Rangers are on the Premises and have control and management of the adjoining Penasquitos Park in conjunction with the County of San Diego and the County of San Diego and County of San Diego Park Rangers. While on the Premises or while within the confines of the Penasquitos Park, Tenant shall use its best efforts to comply with the administration of such Park by such agencies.

3. **TERMS.** This agreement shall be effective July 1st, 2017, and shall expire at 5:00 pm January 31, 2018. If Tenant elects to extend the term of this Agreement for an additional period of one year, and if Tenant is not in default of any provision of this Sublease, then Tenant may do so by giving Landlord ninety days' prior written notice of such election. Landlord shall not unreasonably withhold its consent to such an extension. However, the parties understand Landlord's tenancy itself is subject to renewal by the City of San Diego, and Tenant's right to an extension of the terms of this Sublease is subject to the City's renewal of Landlord's Master Lease. Tenant's rent for the extension period will be increased as provided below. **TENANT ALSO AGREES AND UNDERSTANDS THAT THIS SUBLEASE IS CONDITIONED UPON WRITTEN APPROVAL BY THE CITY OF SAN DIEGO AND CANNOT BE EFFECTIVE UNTIL SUCH APPROVAL HAS BEEN GRANTED BY THE CITY.**

4. **RENT.** Tenant will pay rent to Landlord as follows: **A.** For any number of equines up to and including 10, a rate of \$234 per horse, or 18% of gross revenue for all of Tenant's activities, whichever is higher. (on the first day of every month of this Sublease, Tenant shall pay Landlord the minimum rent; on the thirtieth day of the month, Tenant shall present to Landlord satisfactory documentation of its gross income for such month; Landlord shall then notify Tenant of any rent sum in excess of minimum rent paid for such month and such excess sum shall be due and payable by tenth of the subsequent month). In the event of any written extension of the term of this agreement beyond the initial term, the rental rates specified in this paragraph shall be increased by a factor no higher than the percentage rate applied in raising board upon Canyonside Ranch's boarders during the initial term of this Sublease.

Failure to Pay Rent. Tenant shall pay rent due and payable to Landlord on the first of the month. Failure to pay such rent by the tenth of any month during the term of this sublease shall result in the imposition of a penalty in the same amount as would be assessed by the City of San Diego against Landlord according to the Master Lease in the event that Landlord is late in paying rent to the City of San Diego (Currently 1-15 Days 5%, after 15 Days 10%- Minimum \$25).

5. BUSINESS OPERATIONS OF TENANT. Tenant shall be allowed to conduct its business activities according to reasonable business practices, Tenant has sole discretion to maintain its equines for operation of its business subject to the rules and regulations of the United States Department of Agriculture for such commercial purposes. While Tenant carries on any activities on the Premises, Tenant will comport with Landlord's applicable safety rules and regulations, a copy of which has been provided to Tenant concurrently with the execution of this Sublease. Tenant will secure from any of its customers all WRITTEN waivers and releases of liability in a form satisfactory to Landlord and/or to Landlord's and Tenant's insurance carriers, and shall comport its operations in a safe manner for the protection of the general public. Tenant shall provide copies of such waivers and releases to Landlord for review and approval before the execution of this Sublease and shall not change any approved waiver or release without the written, prior consent of Landlord, unless sooner required by Tenant's or by Landlord's insurance carriers. Tenant agrees to submit to inspections and audits of its accounting methods, records and books by Landlord or the City of San Diego Audit Department to confirm Tenant's data concerning its gross monthly income. Landlord and City shall give Tenant advance notice of such inspections and audits, which may be conducted with such frequency as determined in exclusive discretion of Landlord or City.

6. INSURANCE. Tenants shall maintain a policy of general liability insurance covering its business operations on the Premises in the amount of not less than \$1,000,000 for each occurrence, and \$3,000,000 aggregate. The "City of San Diego and its elected officials, officers, employees, agents and representative", "Canyonside Ranch LLC" and the "County of San Diego" shall be named as additional insureds on such policy or policies of

insurance. Such policy or policies of insurance shall not be cancelled or modified without thirty days' prior written notice to such additional insured. Before execution of this Agreement, Tenant shall provide Landlord with copies of such policy or policies for Landlord's approval.

7. HOLD HARMLESS. Tenant shall hold harmless and at its own expense indemnify and defend the "City of San Diego and its elected officials, officers, employees, agents and representative", "Canyonside Ranch LLC" and the "County of San Diego" from and against any claim for damages or injuries of any kind arising from Tenant's activities on the Premises and not arising from the active negligence of such entities. Tenant understands that Landlord and City of San Diego do not insure against casualty or theft any of the facilities leased to Tenant by this Sublease and that Tenant is responsible for any losses of its personal property on the Premises.

8. SUBORDINATION AND MASTER LEASE CONDITIONS. Tenant acknowledges the existence of a Master Lease between Landlord and the City of San Diego. Tenant agrees that this Sublease Agreement is subject and subordinate to the covenants and conditions of the Master Lease between Landlord and the City of San Diego notwithstanding any provision of this Sublease Agreement contrary to or in conflict with said Master Lease Agreement. Landlord will inform Tenant of any conditions or elements of the Master Lease which the City of San Diego requires Tenant to address.

9. STABLE MANAGER. Tenant acknowledges that Landlord has on site a Stable Manager who is responsible for the ongoing operations of the stable itself and the care and maintenance of the equines boarded on the Premises. Tenant will use its best efforts to cooperate with the Stable Manager in the care and disposition of Tenant's equines brought to the Premises with the consent of Landlord. In event of a disagreement between Tenant and the Stable Manager regarding the care or condition of any of Tenant's equines, the disagreement is to be brought to the attention of the President of Canyonside Ranch LLC, for mediation and decision. If necessary, Landlord may involve a licensed veterinarian in reaching a final decision; the expense of the veterinarian shall be divided equally between Tenant and Landlord.

10. LEGAL PROCEEDINGS. In the event of any litigation brought by either Landlord or the City of San Diego against Tenant to collect rent, to recover possession of the Premises, or any part thereof, or to enforce any other provision of this Sublease, the prevailing party in such litigation shall be entitled to reasonable attorneys' fees and costs

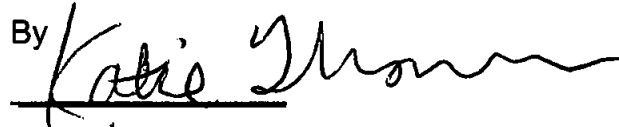
11. ASSIGNMENT AND SUBLEASING. Tenant shall not assign or transfer its right or obligations according to this Sublease Agreement to any third Parties without express, prior written consent of Landlord and the City of San Diego. Any assignment or transfer by operation of law shall immediately terminate this Sublease Agreement.

12. MISCELLANEOUS PROVISIONS. Any accidents involving Tenant's activities shall be reported to the Stable Manager within twenty-four hours of its occurrence where such accident results in the physical injury of any person. Tenant shall maintain at its own expense all licenses, permissions, and certificates from all pertinent public agencies necessary to conduct its business activities. Tenant will pay all taxes or levies which may be assessed against its business activities. At all times, Tenant shall properly maintain and care for all equines located on the Premises which are under its care and control. This Agreement is not assignable by Tenant without the prior, written consent of Landlord and City of San Diego. According to pertinent California law, Landlord has a lien on all animals of Tenant for which Landlord renders services or feed. In the event of a default of this Agreement, the non-defaulting party shall give the defaulting party ten days written notice to correct default; if such default is not corrected within such period, this shall be deemed to be a material breach of this Agreement. All notices required or allowed by this Agreement shall be by personal service at Landlord's and at Tenant's office on the Premises. In the event that any provision of this Agreement is declared void by a court of competent jurisdiction, the other provisions shall survive. This Agreement contains all of the understandings of the parties.

Tenant:

Horsebound L.L.C.

By

A handwritten signature in black ink, appearing to read "Katie Thomas", written over a horizontal line.

Katie Thomas, President

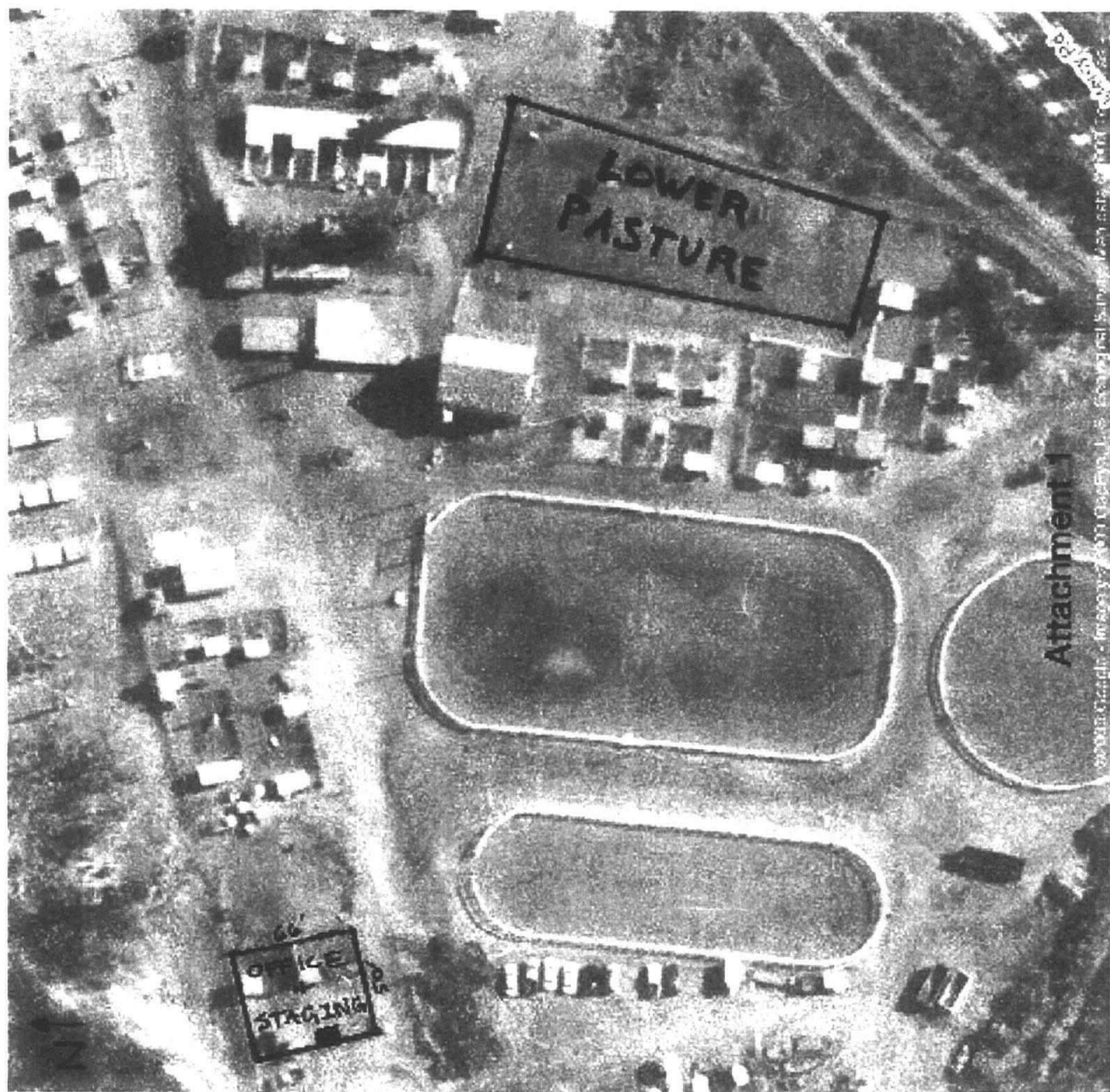
Landlord:

Canyonside Ranch L.L.C.

by

A handwritten signature in black ink, appearing to read "Robert Osborne", written over a horizontal line.

Robert Osborne, President



Sublease Addendum

This is an addendum to the Sublease agreement signed on June 22, 2017, Signed between Canyonside Ranch L.L.C. and Horsebound L.L.C. This document modifies the Sublease Agreement as described below.

Horsebound L.L.C. will assume the rights and obligations thereby subleased.

Horsebound L.L.C. will keep and perform all covenants, conditions, and provisions of the Master Lease Agreement which are applicable to the rights acquired.

Tenant Katse Mre Date 10-26-17

Landlord [Signature] Date 10-26-17



ATTACHMENT 1

Canyonside Ranch LLC
12115 Black Mountain Rd
San Diego CA 92129



Alex Padilla
California Secretary of State



LLC Entity Detail

200922510031 - HORSEBOUND, LLC

Last statement filed on:	09/16/2010
Registration Date:	08/12/2009
Jurisdiction:	CALIFORNIA
Status:	SOS/FTB SUSPENDED
Agent for Service of Process:	KAJSA WIBERG 2109 OXFORD AVE CARDIFF BY THE SEA CA 92007
Entity Address:	12115 BLACK MOUNTAIN RD SAN DIEGO CA 92129
Mailing Address:	*
LLC Management:	Member Managed

Please review this information to determine if you have identified the correct LLC. If correct, click Continue Filing, or click New Search to locate your LLC.

[Back to Results](#)

[New Search](#)

[Continue Filing](#)

Alex Padilla
California Secretary of State



LLC Entity Detail

201715710024 - HORSEBOUND, L.L.C.

Last statement filed on:	*
Registration Date:	05/26/2017
Jurisdiction:	CALIFORNIA
Status:	ACTIVE
Agent for Service of Process:	PEGGY ANN DAVIS 2535 DOUGLASTON GLEN ESCONDIDO CA 92026
Entity Address:	13904 CAPEWOOD LN 349 SAN DIEGO CA 92128
Mailing Address:	13904 CAPEWOOD LN 349 SAN DIEGO CA 92128
LLC Management:	Member Managed

Please review this information to determine if you have identified the correct LLC. If correct, click Continue Filing, or click New Search to locate your LLC.

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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):

Canyonside Ranch

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

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

Horsebound, LLC

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

Horsebound, LLC

Date this Questionnaire completed: May 10, 2017

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

Signature:

Title:

[Signature]
managing partner

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:

Horsebound, LLC

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

12115 Black Mountain Road

San Diego, CA 92129

Telephone No.: 760 877-4768 Fax. No.: _____

E-mail Address: horseboundsan Diego@gmail.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): _____

PARTNERSHIP STATEMENT

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

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 %

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: *n/a*

1. Type of corporation: C () Subchapter S ()
2. When incorporated? _____
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: | _____ | _____ | _____ |
| b. Number of nonvoting shares: | _____ | _____ | _____ |
| c. Number of shareholders: | | | _____ |
| d. Value per share of Common Stock: | | Par | \$ _____ |
| | | Book | \$ _____ |
| | | Market | \$ _____ |

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: _____

Title: _____

Address: _____

No. of Shares: _____

Name:	_____
Title:	_____
Address:	_____

No. of Shares:	_____
Name:	_____
Title:	_____
Address:	_____

No. of Shares:	_____
Name:	_____
Title:	_____
Address:	_____

No. of Shares:	_____
Name:	_____
Title:	_____
Address:	_____

No. of Shares:	_____

(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 thereto, 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: 8-12-2009
2. Where Organized: San Diego County, CA
3. Is the Company authorized to do business in California?
 - a. Yes (☒) No ()
 - b. If so, as of what date? 8-12-09
4. Has the Company conducted business in San Diego County?
 - a. Yes (☒) No ()
 - b. If so, when? 2009 - present
 - c. If so, where? Canyonside Ranch
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 %
member	Katie Thomas	9390 Stargaze Ave, CA 92129	48
member	Amy Holman	749 South Tulip, Escondido, CA	48

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 (☒)
 - 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 (☒)
 - 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 (☒)
 - 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 (☒)
 - 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: Barbara Jacobson

Firm: CanyonSide Stables

Title: managing partner

Address: _____

Telephone: 858.753.8105

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

monthly board payments since December 2009 for riding school at CanyonSide Stables (now CanyonSide Ranch)

REFERENCE NO. 2

Name: Brandon Osbourne

Firm: CanyonSide Ranch

Title: _____

Address: 12115 Black Mountain Road, San Diego, CA 92129

Telephone: 858.603.4595

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

monthly Board payments since March 2017 for riding school at CanyonSide Ranch

REFERENCE NO. 3

Name: Marge Ricketts

Firm: R Hay; Grain

Title: Owner/operator

Address: 535 Opper St, Escondido, CA 92029

Telephone: 760.489.9775

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

weekly hay purchases since 2010

REFERENCE NO. 4

Name: Jonathan Bourgeois

Firm: Wells Fargo Bank

Title: Banker

Address: 2751 Via de la Valle, Del Mar, CA 92014

Telephone: 858 509 3400

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

Business bank account

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	<u>Amy Kathleen Holman</u>
Date of Birth	<u>12-15-83</u>
Place of Birth	<u>Simi Valley, CA</u>
Social Security Number	<u>605 09 1607</u>
Driver's License Number/State	<u>CA DZ614576</u>
Home Address	<u>749 South Tulip</u> <u>Escondido, CA</u>
Previous Address	<u>2965 Barnard</u> <u>San Diego, 92110</u>
Home Telephone No.	<u>760 877 4768</u>
Employer	<u>Horsebound, LLC</u>
Occupation	<u>Instructor</u>
Business Address	<u>12115 Black Mountain Road, San Diego, CA 92129</u>
Business Telephone No.	<u>760 877 4768</u>
Business Fax No.	<u>3 n/a</u>

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

Date 5-10-17 Signed Amy K Holman

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

Horsebound, LLC

CITY OF SAN DIEGO PERSONAL DESCRIPTION AND RELEASE

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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	<u>Joanne Alicia Davis</u>
Date of Birth	<u>7-13-1976</u>
Place of Birth	<u>San Diego, CA</u>
Social Security Number	<u>005-76-6573</u>
Driver's License Number/State	<u>B4760878 CA</u>
Home Address	<u>13904 Capewood Lane 349</u> <u>San Diego CA 92128</u>
Previous Address	<u>2535 Douglaston Glen</u> <u>Escondido CA 92026</u>
Home Telephone No.	<u>858-245-8568</u>
Employer	<u>Horsebound</u>
Occupation	<u>horseback riding instructor</u>
Business Address	<u>12115 Black Mt Rd, SD, CA 92129</u>
Business Telephone No.	<u>760-877-4768</u>
Business Fax No.	<u>NA</u>

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

Date 5-12-2017

Signed 

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

Horsebound, LLC

CITY OF SAN DIEGO PERSONAL DESCRIPTION AND RELEASE

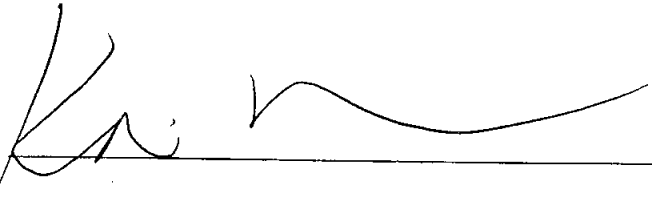
PLEASE NOTE: All partners, both general and limited; all stockholders owning more than 10% of any class of stock of corporations; all members of a limited liability company; and sole proprietors requesting to (sub)lease, must each complete this page before the tenancy request can be processed. (You may 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 Katre Pearl Thomas
Date of Birth 3-6-1978
Place of Birth Houston, TX
Social Security Number 466 81 4093
Driver's License Number/State CA D5832584
Home Address 9390 Stargaze Ave
San Diego, CA 92129
Previous Address _____
Home Telephone No. 612-736-3482
Employer Horsebound
Occupation riding instructor
Business Address 12115 Black Mountain Road, San Diego CA
Business Telephone No. 760 877 4768 92129
Business Fax No. _____

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

Date 5-10-17

Signed 

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

Horsebound, LLC

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 Janet Ball Reed
Date of Birth 11-22-1943
Place of Birth Los Angeles Queen of The Angeles Hosp, LA, CA
Social Security Number 567-56-3640
Driver's License Number/State N8105366 CA
Home Address 14095 Orchid Ave
Poway, CA 92064
Previous Address NA
Home Telephone No. 858-735-0601
Employer _____
Occupation Horse Trainer
Business Address 12115 Black Mountain Rd S.D. 92129
Business Telephone No. 858-735-0601
Business Fax No. NA

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

Date 5-15-2017 Signed Janet Reed

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

Horsebound, LLC

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.

We would like to continue providing lessons and camps at CanyonSide Ranch.

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.

- No new development in lower pasture

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)				
	Riding lessons	Camps			
1	\$72,000	\$11,880	\$	\$	\$
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.

Since December 2009 Amy Holman and Katie Thomas have operated Horsebound, LLC at CanyonSide Ranch. We have offered English, Western and Trail Riding (trail as part of a lesson per insurance requirements) to the Rancho Penasquitos community. We have one of the safest programs in San Diego County/Area and have a combined 40+ years teaching experience. Resumes prior to 2009 on file with City.

Janet Reed and Joanne Davis have attached resumes regarding their experience.

Experience

Instructor/Trainer, *Horsebound at Canyonside Stables*, San Diego, CA (September 2013-Present)

- Design and implement effective instruction strategies tailored for individuals of all backgrounds and skill sets
- Utilize patient and appropriate instruction techniques
- Assist students with mounting horses and demonstrating proper methods for using saddles, stirrups and bridles
- Teach proper grooming and equine care techniques
- Encourage horsemanship and ground lesson
- Train and maintain skills of current lesson horses

Owner/Trainer/Instructor, *HW Riding School*, Valley Center, CA (May 2012-August 2013)

- Instructed students of all experience levels, ranging from children to adults, in Western horseback riding classes
- Networked at horse-riding events to attract new students
- Organized monthly lesson schedule
- Managed business account and maintained bookkeeping
- Trained and maintained skills of horses used in lesson program
- Provided certificates and scout badges to students completing courses

Volunteer Trainer, *Hoofs and Woofs Animal Rescue*, Valley Center, CA (January 2011-May 2012)

- Provided rehabilitation, training and maintenance for rescued horses in need of rehoming

Horseback Riding Director, *Girl Scouts of America*, Camp Winacka (Summer 1997-2000)

- Developed and implemented horseback riding program for residential summer camp
- Planned lessons for beginner through advanced skill levels in the arena, ground and trail
- Served as primary instructor for all riding lessons
- Provided total care for all horses in program

Horse Unit Staff Wrangler, *Girl Scouts of America*, Camp Winacka (Summer 1994-1996)

- Assisted in organizing and maintaining riding program
- Assisted in teaching riding lessons, ground lessons and care of program horses

Certifications

American Association of Horsemanship Safety Certification (1997)

Safety-Certified Riding Instructor- Basic (1997)

Janet B. Reed
14095 Orchid Avenue
Poway, CA 92064
www.JanetReedTraining.com

Objective is to provide you an overview of my background

Education

2017 Lesson with Hilda Gurney USDF Moorpark California
2017 Clinic with Johannes Beck-Broichsitter Licensed by German schools and Spanish Riding School
2016 Clinic with Jeff Moore USDF Approved
2014 Ride with Peter Boregrave Senior trainer of Stable in Warendorf Germany
2013 Audit clinic with Peter Boregrave
2007 and 2009 Clinics with Peter Boregrave from Warendorf, Germany.
2006 Student won California Dressage Society Awards on my horse Mon Celle
2005 Student in Germany at a riding school.
2004 California Dressage Regional Champion with a horse named Rain on Dixie as well as Worth the Waite.

1998 United States Dressage Certification Classes which ultimately provided me
1999 Certifications with USDF. I also have a minor in Equine Science from USDF
1996 Championship with Mon Celle, California Dressage Society 2nd level and Tulie's Gold
1995 United States Dressage Federation Judge Training Classes
1996 Trained with Elvira Leur from Germany, approved by German and Spanish School
1990 Trained in Sweden 1990
1992 Trained with Jan Ebling a multiple Olympic Rider
1993 Trained with Mella Von Brugen a former Olympic Coach for USA in 80's
Audited clinics with Sandy Pfleuger, Kyra Kirkland this training varied in intensity through
1988 Trained with Nina Malmgren, Sweden
1980 to current Trained with Hilda Guerny a multiple Olympic rider and winner.
2006. All these people are or have been Olympic riders or coaches.
1977 Earned Bachelor of Science in Business Administration with major in Accounting, a minor in Science. This was from Elizabeth City State University. In addition earned sufficient credits for a minor in equine science from United States Dressage Federation.
1971 Assistant Coach for the National Championship Equitation Team for Pierce College in Woodland Hills, CA
1963 On Collegiate Rodeo Team as a barrel racer, goat tie, and calf tie.
1963 Earned and Associate Degree in Agriculture Business with an emphasis in Animal Production. This degree included Animal Nutrition among other animal production data

Employment:

2015 Dressage Trainer at Poway Equestrian Center
1995-2015 Kan Du Riding Club at Welton Lane through current location.
2001-2007 Trainer at Rolling Hills under Kan Du Riding Club ownership,
2001-2008 Trained multiple winning riders in schooling, CDS and USDF shows
2000 Trainer at Miramar Air Station, trained Navy Seals that went to Afganistan
2000 Instructor at Paddock Riding Club in Burbank, California
1985 Instructor at Los Angeles Equestrian Center
1983-1997 Trainer and Owner of Kan Du Riding Club
1971-1979 Assistant Manager of various Corporate Farms

1964-1971 Owner of Herdbuilders of Southern California, trained horses for feed lots and cattle operations.

Champion ships in 1996, Students who became professional riders are Iranda Smith riding at the Excaliber in Las Vegas, Sue Peacock who is a Grand Prix rider in San Bernadino. I have competed and won multiple awards. The highest level I have ridden was Grand Prix. The highest level I have shown was Fourth level.

**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).