



Real Estate Assets Department
SDC003

Canyonside Equestrian Center

H504RD-007-A00

Document Type

LEGAL DOCUMENTS



Sub - Category

SUBLEASES



16



Document Routing Form

Consent to Sublicense Agreement

Title of document to be signed

Matthew Ostlund Digitally signed by Matthew Ostlund
Date: 2023.05.04 17:55:46 -07'00'

Program Manager/Supervisor Signature

Print name of City Attorney: Julie Inman

Date City Attorney approval: 4/21/2023

Heide Farst

Your Name/Property Agent's Name

05/04/23

Date

NORA: ☒ Yes Date: 04/21/23
☐ No, see explanation below

Appeal: ☐ Yes ☒ No ☐ N/A

Explanation/Notes:

Attached for your approval is a Consent to Sublicense Agreement between the City of San Diego ("City") and Canyonside Equestrian Center, LLC. ("CEC"). CEC, a tenant of the City under an existing License agreement, is seeking to sublicense a portion of the premises to Horsebound LLC who instructs members of the public in the care, maintenance, and riding of equines.

Horsebound also occupies the historic Adobe home as a City requirement for 24/7 staff on the property for security purposes. Horsebound has been subletting a portion of the premises since Canyonside Stables was the City's lessee many years ago.

The Sublicense Agreement between CEC and Horsebound runs coterminously with the License Agreement between the City and CEC.

Thank you.

Environmental Determination Notes (if applicable):

NORA was posted on April 21, 2023 and removed on April 28, 2023.

Deputy Signature: Lucy Contreras Date: 05/05/23

Attachments:

Consent to Sublicense Agreement

City Attorney Approval

NORA Attachment B



THE CITY OF SAN DIEGO

M E M O R A N D U M

DATE: May 4, 2023

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

FROM: Heide Farst, Property Agent, Department of Real Estate and Airport Management via Matthew Ostlund, Program Manager – Department of Real Estate and Airport Management

Subject: Consent to Sublicense Agreement – Canyonside Equestrian Center, LLC and Horsebound LLC

Background & Purpose:

Pursuant to a License Agreement ("Agreement") between the City of San Diego ("City") and Canyonside Equestrian Center, LLC ("Licensee"), Licensee manages and operates an approximately 15.44 acre ranch as a boarding facility for horses, horse instruction and horse training with direct access to the Public Trails located throughout Los Penasquitos Canyon Preserve.

This memo is to provide documentation to support the approval of the attached Consent to Sublicense Agreement ("Sublicense") between Licensee and Horsebound, LLC. The Sublicense term runs coterminously with the License Agreement between the City and Licensee dated February 24, 2023.

Discussion:

Original Lease Agreement for the Property (2002-2017)

Pursuant to a Percentage Lease Agreement with Canyonside Stables, LLC, Canyonside Stables managed and operated the approximate 15.44 acre ranch as a boarding facility for horses, horse instruction and horse training with direct access to the Public Trails located throughout Los Penasquitos Canyon Preserve for fifteen (15) years from January 2002 through January 2017. Horsebound, LLC was a sublessee of the premises during this term.

Recently Terminated Lease Agreement for the Property (2017-2023)

Additionally and pursuant to another Percentage Lease Agreement with Canyonside Ranch, LLC, Canyonside Ranch managed and operated the approximate 15.44 acre ranch as a boarding facility for horses, horse instruction and horse training with direct access to the Public Trails located throughout Los Penasquitos Canyon Preserve from February 2017 through January 31, 2020. The Lessee remained in holdover status until February 23, 2023. Horsebound, LLC was again a sublessee of the premises during this term.

Current License Agreement for the Property (2023-present)

Finally and pursuant to a License Agreement with Canyonside Equestrian Center, LLC, Canyonside Equestrian Center manages and operates the approximate 15.44 acre ranch as a boarding facility for horses, horse instruction and horse training with direct access to the Public Trails located throughout Los Penasquitos Canyon Preserve. The Agreement became effective on February 24, 2023 for a term of one (1) year with two 1-year options to extend.

As a City requirement to manage and operate the property, the City requires on-site residency 24/7 on the property for security purposes. To fulfill this requirement, Licensee has requested City's consent to a Sublicense Agreement between Licensee and Horsebound, LLC.

Lease Administration recommends execution of the Consent to Sublicense Agreement.

Insurance

Licensee insurance expires February 1, 2024.

Rent Payment History

The Licensee is current on its rent.

Notice of Right to Appeal

The NORA was posted on April 21, 2023, and removed on April 28, 2023

RECOMMENDED FOR APPROVAL:

Heide Farst

Heide Farst

Supervising Property Agent, Lease Administration

Matthew Ostlund

Matt Ostlund

Program Manager, Lease Administration

Attachments: Consent to Sublicense Agreement
Canyonside Equestrian Center, LLC License Agreement

CONSENT TO SUBLICENSE

(CANYONSIDE EQUESTRIAN CENTER, LLC: Horsebound, LLC)

THIS CONSENT TO SUBLICENSE ("Consent") is entered into by and between THE CITY OF SAN DIEGO, a California municipal corporation ("City"), and CANYONSIDE EQUESTRIAN CENTER, LLC, a California limited liability company ("Licensee"), to be effective upon the respective authorized representatives of City and Licensee 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 Canyonside Equestrian Center, LLC are parties to that certain City of San Diego License Agreement ("Agreement"), dated February 24, 2023, relating to that certain City-owned real property located at 12115 Black Mountain Road, San Diego, California 92129, and more particularly described in Exhibit A attached to the Agreement (the "License Area").
- B. Licensee now desires to sublicense a portion of the License Area (the "Sublicense Area") to Horsebound, LLC, a California limited liability company ("Sublicensee"), to instruct members of the public in the care, maintenance, and riding of equines, and for no other purpose or use. A true and correct copy of the Sublicense between Licensee and Sublicensee (subject to this Consent being effective) is attached to this Consent as Exhibit "A" ("Sublicense").
- C. Section 3 of the Agreement requires Licensee to obtain City's consent prior to entering into any sublicense of the License Area.

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

- 1. City Consent to Sublicense. Subject to the terms and conditions of this Consent and the Agreement, City consents to Licensee sublicensing to Sublicensee the Sublicense Area (identified as the "Premises" in the Sublicense). All terms and conditions of the Agreement shall control and supersede all inconsistent or contrary provisions in the Sublicense.
- 2. Sublicensee Assumption of Licensee's Obligations. City's consent to the Sublicense is conditioned upon Sublicensee's written agreement in the Sublicense to assume and perform all obligations of Licensee under the Agreement applicable to the Sublicense Area. Sublicensee's failure to perform one or more of these assumed obligations shall be a material default and breach under the Agreement and may subject the Agreement to termination by City.
- 3. Sublicensee Acknowledgment of this Consent. This Consent is conditioned on City's receipt of an "Acknowledgement of Receipt of Consent to Sublicense" in substantially the form of Exhibit "B" attached to this Consent signed by the authorized representative(s) of Sublicensee.
- 4. No Effect on Agreement. Notwithstanding any provision of this Consent to the contrary, this Consent does not release, discharge, or modify any obligation of Licensee under the Agreement.

5. Subsequent Sublicensing. This Consent does not constitute City's consent to any subsequent assignment or sublicense under the Agreement or relating to the License Area or any portion thereof, including the Sublicense Area, and does not relieve Licensee or any person claiming under or through Licensee of the obligation to obtain City's consent to any future assignment or sublicense pursuant to the Agreement.

6. Processing Fees. Licensee agrees to pay City all applicable processing and/or administrative fee(s) charged by City for processing this Consent.

7. Brokerage Commissions or Finder's Fees. Licensee acknowledges and agrees that City will not be liable for any brokerage commission or finder's fee in connection with the consummation of the Sublicense. Licensee agrees to protect, defend, indemnify, and hold City harmless from any brokerage commission or finder's fee in connection with the consummation of the Sublicense 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 Agreement, the Sublicense, or this Consent.

8. Consideration for Sublicense: Licensee represents and warrants to City that a true, correct, and complete copy of the Sublicense is attached to this Consent as Exhibit "A." Licensee 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 Sublicensee or any other person to Licensee in connection with the Sublicense or the Sublicense Area, other than as disclosed in the Sublicense.

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

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

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

10.2 City does not owe Licensee any money or other performance under the Agreement;

10.3 City is not in default under the Agreement;

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

10.5 Licensee is not in default or breach under the Agreement and no event has occurred that would constitute a default or breach under the Agreement by Licensee, 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 License Area.

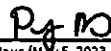
[Remainder of page intentionally blank. Signatures appear on the following page.]

**SIGNATURE PAGE
TO
CONSENT TO SUBLICENSE
(CANYONSIDE EQUESTRIAN CENTER, LLC: Horsebound, LLC)**

IN WITNESS WHEREOF, this Consent is made and entered into by and through the signatures of the respective authorized representative(s) of City and Licensee, as set forth below:

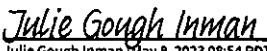
THE CITY OF SAN DIEGO, a California
municipal corporation

Date: 05052023

By: 
Penny Maus (May 5, 2023 18:06 PDT)
Penny Maus, Director
Department of Real Estate and Airport
Management

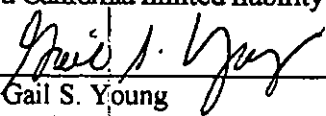
Approved as to form on May 8, 2023

MARA W. ELLIOTT
City Attorney

By: 
Julie Gough Inman (May 8, 2023 08:54 PDT)
Julie Gough Inman
Deputy City Attorney

CANYONSIDE EQUESTRIAN CENTER,
LLC, a California limited liability company

Date: 4-26-23

By: 
Gail S. Young
President

**EXHIBIT A
TO
CONSENT TO SUBLICENSE
(CANYONSIDE EQUESTRIAN CENTER, LLC: Horsebound, LLC)**

SUBLICENSE

[Attached behind this cover page]

EXHIBIT A

SUBLICENSE AGREEMENT

This Sublicense Agreement is entered into on the first (1st) day of March, 2023, by and between CANYONSIDE EQUESTRIAN CENTER, LLC (hereinafter called "Licensor") and HORSEBOUND, LLC (hereinafter called "Licensee").

RECITALS

1. Licensor is the Licensee of the City of San Diego of that certain property located at 12115 Black Mountain Road, San Diego, CA 92129 (hereinafter called "Premises") according to a License Agreement dated February 23, 2023 between Licensor and the City of San Diego, California;
2. Subject to the terms and conditions of the License Agreement between Licensor and the City of San Diego, Licensor 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. Licensee 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 License Agreement, Licensor's use of the Premises is conditioned upon 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, Licensor desires Licensee to instruct and Licensee desires to instruct members of the general public in the care, maintenance, and riding of equines;
6. Licensee desires to utilize a portion of the Premises for the purpose of instructing members of the public in the care, maintenance, and riding of equines.

Now, therefore, in consideration of the mutual covenants and conditions contained in this Sublicense Agreement, and based on the above Recitals hereby incorporated into this Sublicense Agreement, the parties agree as follows:

1. **FACILITIES.** Licensor will allow Licensee the non-exclusive use of the main arena and the dressage arena for instructing members of the public in the care, maintenance, and riding of equines. Licensee is aware that Licensor boards horses for members of the general public and that Licensor's boarders also utilize said arenas. Licensee shall use its best efforts to conduct its instructional activities without unreasonable interference with the boarders' use of such arenas and the Premises in general. Should Licensee desire to transport equines to the Premises to carry on its activities on the Premises, Licensee may do so on a day-to-day basis or, alternatively, may board no more than ten (10) equines on the Premises. Licensee shall board the equines in the area known as the "Lower Pasture" (See Attachment 1). With prior permission from Licensor, Licensee may expand the number of its equines on the Premises to a maximum of fifteen (15). For the boarding of its equines, Licensee will be granted exclusive use 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 to subdivide (not expand) the Lower Pasture into two or more usable holding areas or into separate pens, at Licensee's discretion; the addition of wood fencing, if desired; the addition of equine watering devices which may be connected to Licensor's existing water lines. Any or all such proposed modifications shall first be presented to Licensor by schematic diagram before they are physically implemented (these modifications will be submitted to the City of San Diego Real Estate Asset Dept. for approval). Licensee may implement such modifications only upon receipt of Licensor's written approval of said modifications shown on schematic diagram. Licensee is also granted the exclusive use of the existing office structure and staging area just east and left of the main property entrance gate (See Attachment 1). Licensee may, at Licensee's own expense and with prior permission from Licensor, modify the office structure and staging area for its convenience, subject to any necessary approvals by the City of San Diego and its authorized representatives. Licensee will clean its own stalls/pastures and staging areas as may exist hereunder this Sublicense Agreement and ensure the proper maintenance of all pipe panels, wooden fences, shelters, auto waterers, and gates. In carrying out its activities on the premises, Licensee acknowledges that, according to the terms of the Sublicense Agreement, any of Licensee's

personal property that becomes affixed to the premises shall become the property of the City of San Diego. Licensee acknowledges that the parking lots are common areas for use by Licensor, boarders, Licensee, Licensee's customers, and the City Park Rangers as necessary. No vehicles are allowed to park inside the main entrance gate. With prior permission and space available, Licensee may park equine transportation trailers necessary to its activities on the Premises at such locations as may be designated by Licensor and pay any reasonable monthly fees charged by Licensor for such parking. Licensee's described activities on the Premises shall be exclusive during the term of this Sublicense Agreement. Licensor shall prohibit any activities on the Premises that compete with Licensee's activities during the term of this Sublicense Agreement, with the exception that Licensor may secure the services of third parties to provide instruction in the care, maintenance, and riding of equines that are not provided by Licensee. For example, if Licensee does not give dressage lessons, then Licensor may obtain the services of a dressage instructor at Licensor's discretion. Before retaining the services of any such third parties, Licensor shall discuss the situation with the Licensee, which will then have an opportunity to provide the additional services if it can do so to Licensor's satisfaction. Any such retained third parties shall be limited to instructing Licensor's boarders on the Premises. The parties agree that any individual boarder of Licensor may, at their discretion, retain the services of any other instructor(s) for lessons rendered exclusively to the retaining boarder.

Licensee will pay Licensor fifteen percent (15%) of the SDG&E gas and electric bill monthly.

2. LICENSOR SERVICES. Licensor will provide feed for Licensee's equines according to Licensor's general feeding protocols (currently two feedings, AM and PM) from Licensor's supply of hay. Licensee acknowledges that Licensor is a Licensee of the City of San Diego and that the City of San Diego Park Rangers are on the Premises and have control and management of the adjoining Los Peñasquitos Canyon Preserve in conjunction with the City of San Diego, the County of San Diego, and the County of San Diego Park Rangers. While on the Premises or while within the confines of Los Peñasquitos Canyon Preserve, Licensee shall use its best efforts to comply with the administration of such Preserve by such agencies.

3. TERMS. This agreement shall be effective on Wednesday, March 1, 2023 and shall expire at 5:00PM on Thursday, February 29, 2024. If Licensee elects to extend the term of this Agreement for an additional period of one (1) year, and if Licensee is not in default of any provisions of this Sublicense Agreement, then Licensee may do so by giving Licensor ninety (90) days' prior written notice of such election. Licensor shall not unreasonably withhold its consent to such an extension.

However, the parties understand Licensor's tenancy itself is subject to renewal by the City of San Diego, and Licensee's right to an extension of the terms of this Sublicense Agreement is subject to the City's renewal of Licensor's License Agreement. LICENSEE ALSO AGREES AND UNDERSTANDS THAT THIS SUBLICENSE AGREEMENT 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. Licensee shall pay to Licensor as follows:

- A. A Board Fee for any number of equines up to and including fifteen (15), a monthly rate of \$325 per pastured horse and monthly rate of \$450 per 24x24 stall.
 - i. Each Horsebound, LLC Licensee that boards shall pay Licensor their Board Fee on the first day of each month.
 - ii. If the Board Fee is not paid by 5:00PM on the 10th of the month, a 10% late fee will be incurred.
- B. Gross Revenue Fee. Horsebound, LLC shall pay Licensor a fee of Ten Percent (10%) of gross revenues for each of Horsebound, LLC Licensee's activities.
 - i. Gross Revenue Income for each Horsebound licensee shall be calculated through and including the last day of every month.
 - ii. Each Horsebound Licensee shall present to Licensor's satisfaction documentation of Licensee's gross revenue for such month, and 10% of such sum. Both shall be due and payable to the Licensor by 5:00PM on the tenth (10th) of the subsequent month.

- iii. If the Gross Revenue Fee is not paid by the 17th of the month, a 10% late charge will be incurred.
- C. Tack Shed/Horse Trailer Fees
 - i. Jo: Four (4) tack sheds @ \$20/month (\$80 total per month) beginning March 1, 2023.
 - ii. Amy: Three (3) tack sheds @ \$20 each (\$60 total per month) beginning March 1, 2023.
 - iii. Amy: One (1) horse trailer parking spot @ \$40/month beginning March 1, 2023.

5. BUSINESS OPERATIONS OF LICENSEE. Licensee shall be allowed to conduct its business activities according to reasonable business practices. Licensee 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 Licensee carries on any activities on the Premises, Licensee will comply with Licensor's and the City of San Diego's applicable safety rules and regulations, a copy of which has been provided to Licensee concurrently with the execution of this Sublicense Agreement. Licensee shall NEVER leave students under the age of 18 years old unattended. Licensee will secure from all its customers all WRITTEN waivers and releases of liability in a form satisfactory to Licensor, the City of San Diego and/or to Licensor's, City of San Diego and/or Licensee's insurance carriers and shall conduct its operations in a safe manner for the protection of the general public. Licensee shall provide copies of such waivers and releases to Licensor and City of San Diego for review and approval before the execution of this Sublicense Agreement and shall not change any approved waiver or release without the written, prior consent of Licensor, and City of San Diego unless sooner required by Licensee's or by Licensor's insurance carriers. Licensee agrees to submit to inspections and audits of its accounting methods, records and books by Licensor or the City of San Diego Audit Department to confirm Licensee's data concerning its gross monthly income. Licensor and City of San Diego shall give Licensee advance notice of such inspections and audits, which may be conducted with such frequency as determined in exclusive discretion of Licensor or City of San Diego.

6. MAINTENANCE. Horsebound, LLC pastures and horse stalls are to be kept clean of manure and maintained for safety. All fences and gates must be in good working order.

7. INSURANCE. Licensees shall maintain a policy of general liability insurance covering its business operations on the Premises in the amount of not less than one million dollars (\$1,000,000) for each occurrence, and three million dollars (\$3,000,000) aggregate. The City of San Diego and its elected officials, officers, employees, agents, and representatives, Canyonside Equestrian Center, 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 (30) days' prior written notice to such additional insured. Before execution of this Sublicense Agreement, Licensee shall provide Licensor with copies of such policy or policies for Licensor's approval.

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

9. SUBORDINATION AND LICENSEE AGREEMENT CONDITIONS. Licensee acknowledges the existence of a License Agreement between Licensor and the City of San Diego. Licensee agrees that this Sublicense Agreement is subject and subordinate to the covenants and conditions of the License Agreement between Licensor and City of San Diego notwithstanding any provision of this Sublicense Agreement contrary to or in conflict with said License Agreement. Licensor will inform Licensee of any conditions or elements of the License Agreement which the City of San Diego requires Licensee to address.

10. RANCH MANAGER. Licensee acknowledges that Licensor is acting as Interim Ranch Manager who is responsible for the ongoing operations of the ranch itself and the care and maintenance of the equines boarded on the Premises. Licensee will use its best efforts to cooperate with the Ranch Manager in the care and disposition of Licensee's equines brought to the Premises with the consent of Licensor. In the event of a disagreement between Licensee and Ranch Manager regarding the care or condition of any of Licensee's equines, the disagreement is to be brought to the attention of the President of Canyonside Equestrian Center, LLC for mediation and decision. If necessary, Licensor has the right to contact and hire a licensed veterinarian in order to determine the best standard of care for the equine. In such event, the expense of the veterinarian shall be divided equally between Licensor and Licensee.

11. PROSPECTIVE BOARDERS. All prospective boarders must be approved by Licensor. Licensee may give tours of the facility but may not bring in horses to the facility without the prior approval of Licensor. New horses must be in isolation pen for a minimum of two weeks. Licensor is responsible for supplying the paperwork to prospective boarders and collecting the board deposit; however, Licensee may collect the paperwork and deposit if approved by Licensor.

12. LEGAL PROCEEDINGS. In the event of any litigation brought by either Licensor or the City of San Diego against Licensee to collect rent, to recover possession of the Premises, or any of, or to enforce any other provision of this Sublicense Agreement, the prevailing party in such litigation shall be entitled to reasonable attorneys' fees and costs.

13. ASSIGNMENT AND SUBLEASING. Licensee shall not assign or transfer its right or obligations according to this Sublicense Agreement to any third parties without expressed, prior written consent of Licensor and the City of San Diego. Any assignment or transfer by operation of law shall immediately terminate this Sublicense Agreement.

14. ACCIDENTS & INCIDENTS. Any accidents or incidents involving Licensee's activities shall be reported to the Licensor within twenty-four (24) hours of its occurrence where such accident results in the physical injury of any person. An Accident/Incident Report Form must be filled out for every occurrence, a copy of which must be given to Licensor within twenty-four (24) hours of the accident/incident.

15. LICENSES & PERMITS. Licensee shall maintain at its own expense all licenses, permissions, and certificates from all pertinent public agencies necessary to conduct its business activities. Licensee will pay all taxes or levies which may be assessed against its business activities.

16. PROPER CARE & CONTROL. At all times, Licensee shall properly maintain and care for all equines located on the Premises which are under its care and control.

17. LIENS. According to pertinent California law, Licensor has a lien on all animals of Licensee for which Licensor renders services or feed.

18. EVENT OF DEFAULT. In the event of a default of this Sublicense Agreement, the non-defaulting party shall give the defaulting party ten (10) days' written notice to correct default. If such default is not corrected within ten (10) days, this act shall be deemed to be a material breach of this Sublicense Agreement.

19. NOTICES. All notices required or allowed by this Sublicense Agreement shall be by personal service at Licensor's and at Licensee's office on the Premises.

20. SEVERABILITY. If any provision of this Sublicense Agreement is declared void by a court of competent jurisdiction, the other provisions shall survive.

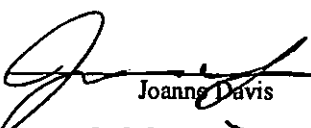
21. ENTIRE AGREEMENT. This Sublicense Agreement represents the entire agreement between the parties. No other agreements, promises, or representation, verbal or implied, are included herein unless specifically stated.

in written agreement. This contract is made and entered into in the State of California and shall be enforced and interpreted in accordance with the laws of said State.

Horsebound, LLC will assume the rights and obligations of this Sublicense Agreement and will keep and perform all covenants, conditions, and provisions of the License Agreement which are applicable to the rights acquired.

Licensee: Horsebound, LLC

By:

Signature:  Date: 2-24-23
Joanne Davis

Home Address: 2535 Douglaston Glen Escondido 92026

Mobile Phone: 858-245-8568

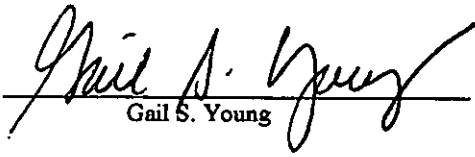
Signature:  Date: 2-24-23
Amy K. Holman

Home Address: 12115 Black Mountain Rd. San Diego 92129

Mobile Phone: 760-877-4768

Licensor: Canyonside Equestrian Center, LLC

By:

Signature:  Date: 2-24-23
Gail S. Young

**EXHIBIT B
TO
CONSENT TO SUBLICENSE
(CANYONSIDE EQUESTRIAN CENTER, LLC: Horsebound, LLC)**

ACKNOWLEDGMENT OF RECEIPT OF CONSENT TO SUBLICENSE

(CANYONSIDE EQUESTRIAN CENTER, LLC: Horsebound, LLC)

Horsebound, LLC, a California limited liability company ("Sublicensee"), makes the following acknowledgments, representations, and warranties for the benefit of The City of San Diego, a California municipal corporation ("Master Licensor"), as "Licensor" under that certain License Agreement ("Master Agreement"), relating to that certain City-owned real property located at 12155 Black Mountain Road, San Diego, California, and more particularly described in Exhibit A attached to the Master Agreement ("Master License Area"), entered into by CANYONSIDE EQUESTRIAN CENTER, LLC, a California limited liability company, as the "Licensee":

1. Sublicensee acknowledges entering into that certain Sublicense with Licensee, dated February 24, 2023 ("Sublicense"), for Licensee to sublicense to Sublicensee that certain portion of the Master License Area, identified as the "Premises" in the Sublicense, to instruct members of the public in the care, maintenance, and riding of equines.

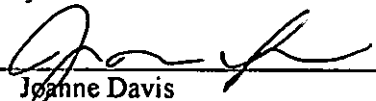
2. Sublicensee acknowledges receipt of a copy of that certain Consent to Sublicense (CANYONSIDE EQUESTRIAN CENTER, LLC: Horsebound, LLC), dated _____, between Master Licensor and Licensee relating to the Sublicense ("Consent").

3. Sublicensee further acknowledges receipt of a copy of the Master Agreement prior to entering into the Sublicense.

4. Sublicensee further acknowledges, represents, and warrants that a true and correct copy of the Sublicense is attached as Exhibit "A" to the Consent.

Date: 4-26-23

Horsebound, LLC, a California limited liability company

By: 
Joanne Davis

Date: 4-26-23

Horsebound, LLC, a California limited liability company

By: 
Amy K. Holman

EXHIBIT B

Fairst, Heide

From: Inman, Julie
Sent: Friday, April 21, 2023 2:42 PM
To: Fairst, Heide
Subject: RE: Consent to Sublease - Canyonside Equestrian Center, LLC and Horsebound, LLC
Attachments: CEC CONSENT TO SUBLEASE - Horsebound LLC 4212023.docx

Hi Heide,

I am sorry to send you another version of this Consent. I just noticed that the term "Lessee" was in the signature page instead of Licensee. Attached is the revised version, which should be final. Thank you again.

Thanks,
Julie

Julie Gough Inman
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From: Fairst, Heide <HFairst@sandiego.gov>
Sent: Friday, April 21, 2023 1:57 PM
To: Inman, Julie <JInman@sandiego.gov>
Subject: RE: Consent to Sublease - Canyonside Equestrian Center, LLC and Horsebound, LLC

Hi Julie,

I have attached the last version have. I just want to be sure this is the final version. If it's ready for signature, I will send it to Gail Young for signatures. Thank you, Julie!

Heide E. Fairst, CSM
Supervising Property Agent, Real Estate Lease Administration
Department of Real Estate and Airport Management
City of San Diego
(619) 236-6727
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 Department of Real Estate
and Airport Management

05/01/2023

Attachment B

Environmental Determination (NORA)	
Environmental Planner	Zaira Marquez (zmarquez@sanidiego.gov)
Project Name	Consent to Sublicense - Canyonside Equestrian Center, LLC and Horsebound, LLC 4.12.23
Environmental Determination	This activity is categorically exempt from California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Sections 15301 (Existing Facilities).
Date NORA Posted	04/21/2023
Date NORA Removed	04/28/2023