

CONSENT TO ASSIGNMENT

THIS CONSENT TO ASSIGNMENT (Consent) is executed by THE CITY OF SAN DIEGO, a California municipal corporation (City) to be effective upon execution by City and approval by the San Diego City Attorney (Effective Date), as follows:

RECITALS

- A. City and Kathryn Crake dba Triland Development entered into a Flat Rate Lease Agreement dated October 25, 1978 and filed as Document RR-764812 in the Office of the San Diego City Clerk (Master Lease), relating to City-owned property located at 3760, 3770, and 3780 Hancock Street, San Diego, California 92110 (Property). Through a series of City-approved assignments, Matthew C. Strauss and Iris Lynn Strauss, Co-Trustees of The Strauss Family Trust, U.D.T. dated June 5, 1992 (Lessee/Assignor) became the successor in interest to the Master Lease and is the current lessee under the Master Lease.
- B. Lessee/Assignor now desires to assign all of its right, title and interest in and to the Master Lease to MCS Sports Arena Business Park LLC (Assignee).
- C. The Master Lease requires City to consent to the assignment of any of Lessee/Assignor's right, title and/or interest in the Master Lease.

NOW, THEREFORE, for valuable consideration the receipt and sufficiency of which is acknowledged, City provides its consent subject to the following:

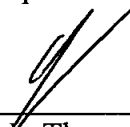
- 1. Subject to each of every term and condition herein, City hereby consents to Lessee/Assignor's request to assign all of its right, title and interest in and to the Master Lease to Assignee. By giving this Consent, City is merely consenting to the requested assignment. All terms and conditions of the Master Lease shall control and supersede any inconsistent or contrary provisions in any assignment agreement executed between Lessee/Assignor and Assignee; and
- 2. City's Consent is conditioned upon Assignee's written agreement that Assignee will assume all rights, obligations, terms, covenants, conditions, and provisions as "Lessee" under the Master Lease, which includes but is not limited to all indemnification and insurance provisions; and
- 3. City does not release, discharge or modify Lessee/Assignor's obligations to City under the Master Lease. As set forth in applicable law, Lessee/Assignor's obligations under the Master Lease shall survive said assignment and shall continue through the termination dates of the Master Lease, as set forth therein; and
- 4. This Consent does not constitute consent to any subsequent assignment of any right, title and/or interest in and to the Master Lease; and

5. Lessee/Assignor shall pay City any applicable processing and/or administrative fee(s) for processing this Consent; and
6. City shall not be liable for any brokerage commission or finder's fee in connection with the consummation of the assignment, and Lessee/Assignor shall 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; and
7. The Recitals are incorporated into this Consent and made a part hereof.

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

THE CITY OF SAN DIEGO, a California
municipal corporation

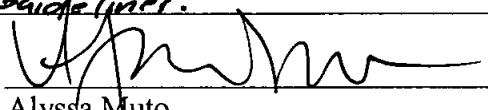
Date: 11/3/16

By: 
Cybele L. Thompson
Director, Real Estate Assets

ENVIRONMENTAL ANALYSIS SECTION ENVIRONMENTAL CLEARANCE

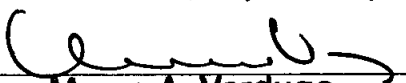
This activity is exempt from CEQA according to Section 15301
(Existing Facilities) of the CEQA Guidelines.

Date: 11/8/16

By: 
Alyssa Muto
Deputy Director, Environmental &
Policy Analysis, Planning Dept.

Approved as to form this 5th
day of December, 2016.

JAN I. GOLDSMITH, City Attorney

BY: 
Name: Marco A. Verdugo
Title: Deputy City Attorney

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

Robert J. Brown, Esq.
Procopio, Cory, Hargreaves & Savitch LLP
525 B Street, Suite 2200
San Diego, California 92101

APN: 760-102-69-00

Space Above For Recorder's Use Only

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (this "**Assignment**") is made by MATTHEW C. STRAUSS AND IRIS LYNN STRAUSS, CO-TRUSTEES OF THE STRAUSS FAMILY TRUST DATED JUNE 5, 1992 ("**Assignor**") and MCS SPORTS ARENA BUSINESS PARK LLC, a California limited liability company ("**Assignee**"), with reference to the following:

- A. Kathryn Crake, d/b/a Triland Development Company ("**Triland**") assigned to Matthew C. Strauss ("**Strauss**") all of Triland's right, title, and interest in and to that certain Lease Agreement executed October 25, 1978, between The City of San Diego, a Municipal Corporation (the "**City**"), as lessor, and Triland, as lessee, recorded on October 23, 1978, in the Office of the City Clerk of the City of San Diego as Document 764812 (the "**Lease Agreement**"), pursuant to that certain Assignment recorded January 22, 1982, in the Office of the City Clerk of the City of San Diego as Document 768397.
- B. Strauss subsequently assigned to Assignor all of Strauss's right, title, and interest in and to the Lease Agreement pursuant to that certain Assignment executed by Strauss and Assignor on June 13, 1997 and by the City on June 23, 1997.
- C. Assignor now desires to assign all of Assignor's right, title and interest in and the Lease Agreement to Assignee.

Now, therefore, Assignor and Assignee, intending to be legally bound, agree as follows:

1. Assignor hereby assigns all its right, title and interest in and to the Lease Agreement to Assignee.
2. Assignee hereby assumes all obligations of Assignor and Lessee under the Lease Agreement. Assignor and Assignee acknowledge that the foregoing assignment and assumption does not release Assignor from its obligations to the City under the Lease Agreement.
3. This Assignment shall be effective upon the date of execution by Assignor and Assignee and execution of a consent to this Agreement by the City.

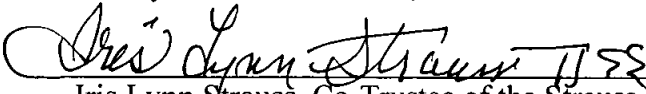
[The remainder of this page intentionally left blank; signatures to follow on next page.]

ASSIGNOR:

Dated 10/14/16


Matthew C. Strauss, Co-Trustee of the Strauss
Family Trust dated June 5, 1992

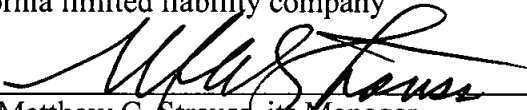
Dated 10/14/16


Iris Lynn Strauss, Co-Trustee of the Strauss
Family Trust dated June 5, 1992

ASSIGNEE:

MCS SPORTS ARENA BUSINESS PARK LLC,
a California limited liability company

Dated 10/14/16

By: 
Matthew C. Strauss, its Manager

NOTARY ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

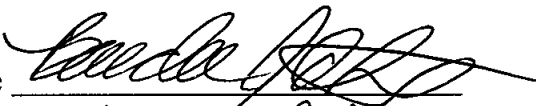
State of California)
County of San Diego)

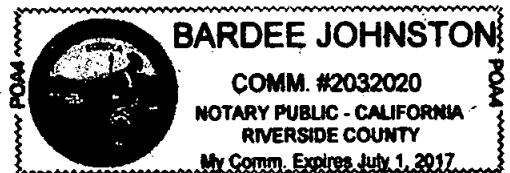
On Oct. 14, 2016 before me, Bardee Johnston, Notary Public
(insert name and title of the officer)

personally appeared Matthew C. Strauss and Iris Lynn Strauss, who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)
Notary Public





THE CITY OF SAN DIEGO

December 8, 2016

Mr. Michael Rubin
M.C. Strauss Company
990 Highland Drive #200
Solana Beach, CA 92075

Reference: Consent to Assignment

Dear Mr. Rubin:

Please find enclosed one (1) fully executed original of the Consent to Assignment from The Strauss Family Trust, U.D.T. dated June 5, 1992 to MCS Sports Arena Business Park LLC.

If you have any questions, please contact me at Hfarst@sandiego.gov or (619) 236-6727.

Sincerely,

Heide E. Farst, CSM
Property Agent

HEF/hef
Attachment

cc: Patti Phillips, Asset Manager

I:\Support Staff Group\WPO\2016\FARST\L-RUBIN.docx

Real Estate Assets Department

1200 Third Avenue, Suite 1700, MS 51A • San Diego, CA 92101-4199
Tel (619) 236-6020 Fax (619) 236-6706



CONSENT TO ASSIGNMENT

THIS CONSENT TO ASSIGNMENT (Consent) is executed by THE CITY OF SAN DIEGO, a California municipal corporation (City) to be effective upon execution by City and approval by the San Diego City Attorney (Effective Date), as follows:

RECITALS

- A. City and Kathryn Crake dba Triland Development entered into a Flat Rate Lease Agreement dated October 25, 1978 and filed as Document RR-764812 in the Office of the San Diego City Clerk (Master Lease), relating to City-owned property located at 3760, 3770, and 3780 Hancock Street, San Diego, California 92110 (Property). Through a series of City-approved assignments, Matthew C. Strauss and Iris Lynn Strauss, Co-Trustees of The Strauss Family Trust, U.D.T. dated June 5, 1992 (Lessee/Assignor) became the successor in interest to the Master Lease and is the current lessee under the Master Lease.
- B. Lessee/Assignor now desires to assign all of its right, title and interest in and to the Master Lease to MCS Sports Arena Business Park LLC (Assignee).
- C. The Master Lease requires City to consent to the assignment of any of Lessee/Assignor's right, title and/or interest in the Master Lease.

NOW, THEREFORE, for valuable consideration the receipt and sufficiency of which is acknowledged, City provides its consent subject to the following:

- 1. Subject to each of every term and condition herein, City hereby consents to Lessee/Assignor's request to assign all of its right, title and interest in and to the Master Lease to Assignee. By giving this Consent, City is merely consenting to the requested assignment. All terms and conditions of the Master Lease shall control and supersede any inconsistent or contrary provisions in any assignment agreement executed between Lessee/Assignor and Assignee; and
- 2. City's Consent is conditioned upon Assignee's written agreement that Assignee will assume all rights, obligations, terms, covenants, conditions, and provisions as "Lessee" under the Master Lease, which includes but is not limited to all indemnification and insurance provisions; and
- 3. City does not release, discharge or modify Lessee/Assignor's obligations to City under the Master Lease. As set forth in applicable law, Lessee/Assignor's obligations under the Master Lease shall survive said assignment and shall continue through the termination dates of the Master Lease, as set forth therein; and
- 4. This Consent does not constitute consent to any subsequent assignment of any right, title and/or interest in and to the Master Lease; and

5. Lessee/Assignor shall pay City any applicable processing and/or administrative fee(s) for processing this Consent; and
6. City shall not be liable for any brokerage commission or finder's fee in connection with the consummation of the assignment, and Lessee/Assignor shall 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; and
7. The Recitals are incorporated into this Consent and made a part hereof.

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

THE CITY OF SAN DIEGO, a California
municipal corporation

Date: 11/3/16

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

ENVIRONMENTAL ANALYSIS SECTION ENVIRONMENTAL CLEARANCE

This activity is exempt from CEQA according to Section 15301
(Existing Facilities) of the CEQA Guidelines

Date: 11/8/16

By: [Signature]
Alyssa Muto
Deputy Director, Environmental &
Policy Analysis, Planning Dept.

Approved as to form this 7th
day of DECEMBER, 2016.

JAN I. GOLDSMITH, City Attorney

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

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

Robert J. Brown, Esq.
Procopio, Cory, Hargreaves & Savitch-LLP
525 B Street, Suite 2200
San Diego, California 92101

APN: 760-102-69-00

Space Above For Recorder's Use Only

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (this "**Assignment**") is made by MATTHEW C. STRAUSS AND IRIS LYNN STRAUSS, CO-TRUSTEES OF THE STRAUSS FAMILY TRUST DATED JUNE 5, 1992 ("**Assignor**") and MCS SPORTS ARENA BUSINESS PARK LLC, a California limited liability company ("**Assignee**"), with reference to the following:

- A. Kathryn Crake, d/b/a Triland Development Company ("**Triland**") assigned to Matthew C. Strauss ("**Strauss**") all of Triland's right, title, and interest in and to that certain Lease Agreement executed October 25, 1978, between The City of San Diego, a Municipal Corporation (the "**City**"), as lessor, and Triland, as lessee, recorded on October 23, 1978, in the Office of the City Clerk of the City of San Diego as Document 764812 (the "**Lease Agreement**"), pursuant to that certain Assignment recorded January 22, 1982, in the Office of the City Clerk of the City of San Diego as Document 768397.
- B. Strauss subsequently assigned to Assignor all of Strauss's right, title, and interest in and to the Lease Agreement pursuant to that certain Assignment executed by Strauss and Assignor on June 13, 1997 and by the City on June 23, 1997.
- C. Assignor now desires to assign all of Assignor's right, title and interest in and the Lease Agreement to Assignee.

Now, therefore, Assignor and Assignee, intending to be legally bound, agree as follows:

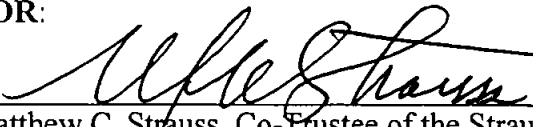
1. Assignor hereby assigns all its right, title and interest in and to the Lease Agreement to Assignee.
2. Assignee hereby assumes all obligations of Assignor and Lessee under the Lease Agreement. Assignor and Assignee acknowledge that the foregoing assignment and assumption does not release Assignor from its obligations to the City under the Lease Agreement.
3. This Assignment shall be effective upon the date of execution by Assignor and Assignee and execution of a consent to this Agreement by the City.

[The remainder of this page intentionally left blank; signatures to follow on next page.]

ASSIGNOR:

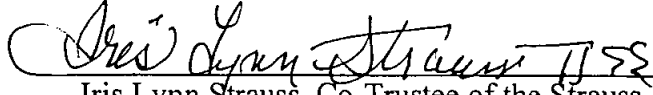
Dated

10/14/16


Matthew C. Strauss, Co-Trustee of the Strauss
Family Trust dated June 5, 1992

Dated

10/14/16


Iris Lynn Strauss, Co-Trustee of the Strauss
Family Trust dated June 5, 1992

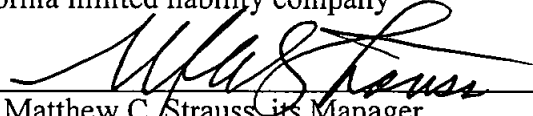
ASSIGNEE:

MCS SPORTS ARENA BUSINESS PARK LLC,
a California limited liability company

Dated

10/14/16

By:


Matthew C. Strauss, its Manager

NOTARY ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

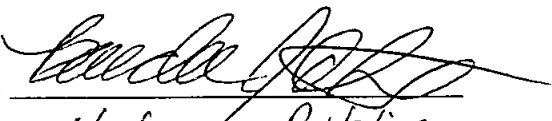
State of California)
County of San Diego)

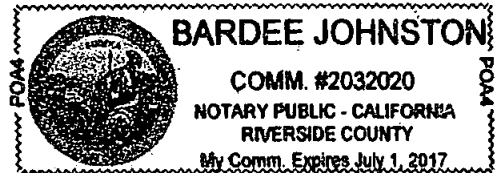
On Oct. 14, 2016 before me, Bardee Johnston, Notary Public
(insert name and title of the officer)

personally appeared Matthew C. Strauss and Iris Lynn Strauss, who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)
Notary Public





M.C. STRAUSS
COMPANY

October 20, 2016

Heide E. Farst, CSM
Property Agent
City of San Diego
Real Estate Assets Department
1200 Third Avenue
Suite 1700 – MS51
San Diego, CA 92101

Re: Sports Arena Business Park

Dear Heidi:

In accordance with our recent e-mail correspondence, enclosed please find the following documents regarding our Sports Arena Business Park:

1. Rescission Deed, signed and notarized
2. Assignment and Assumption of Lease, signed and notarized

As previously noted by you, please have the Consent to the Assignment and Assumption of Lease signed by the City in order to make the document effective, and then please return a fully-executed version to me.

Again, thanks for all your help in getting these documents in the correct form.

Sincerely,

Michael L. Rubin
Chief Operating Officer

cc: Lesley Jackson

DOC# 2016-0582918

5P
RECORDING REQUESTED BY AND WHEN
RECORDED MAIL THIS DEED TO:

Robert J. Brown, Esq.
Procopio, Cory, Hargreaves & Savitch LLP
525 B Street, Suite 2200
San Diego, California 92101



Oct 27, 2016 03:04 PM
OFFICIAL RECORDS
Ernest J. Dronenburg, Jr.,
SAN DIEGO COUNTY RECORDER
FEES: \$27.00

PAGES: 5

MAIL TAX STATEMENTS TO:

Matthew C. Strauss, Manager
M.C. Strauss Company
990 Highland Dr., Suite 200
Solana Beach, CA 92075

APN: 760-102-69-00

Space Above For Recorder's Use Only

RESCISSION DEED

The undersigned declares that the documentary transfer tax is **NONE (Not a sale; no consideration – rescission of prior deed).**

This rescission of a transfer of real property relates back to formation and dissolves the transfer as though it had never been made. *Long v. Newlin* (1956) 144 Cal.App.2d 509. Once the original deed is rescinded, the parties are placed in the same position they stood in before the original deed was executed, since the effect of the rescission is to extinguish the original deed. SBE Ann. 220.0595. Thus, when the parties record a rescission deed, the assessor's office restore the base year of the original transferor as of the date of recordation of such rescission deed. SBE Ann. 220.0599.

MATTHEW C. STRAUSS and IRIS LYNN STRAUSS, CO-TRUSTEES of THE STRAUSS FAMILY TRUST, U.D.T. DATED JUNE 5, 1992, previously executed that certain Grant Deed dated September 4, 2015 and recorded in the San Diego County Recorder's Office on September 8, 2015 as Document No. 2015-0474721 (the "Erroneous Deed") in favor of MCS SPORTS ARENA BUSINESS PARK LLC, a California limited liability company, concerning the real property situated in the County of San Diego, State of California, described as follows (the "Property"):

PORTION OF PUEBLO LOT 259 OF THE PUEBLO LANDS OF SAN DIEGO, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF MADE BY JAMES PASCOE, A COPY OF WHICH SAID MAP WAS FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY AND KNOWN AS MISCELLANEOUS MAP NO. 36: MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE APART HEREOF.

Commonly known as: 3760, 3770 & 3780 Hancock Street, San Diego, CA 92110.

[The remainder of this page intentionally blank; signature page to follow on next page.]

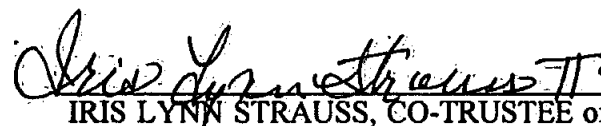
The undersigned parties HEREBY RESCIND the Erroneous Deed.

****THIS DEED IS BEING RECORDED BECAUSE MATTHEW C. STRAUSS and IRIS LYNN STRAUSS, CO-TRUSTEES of THE STRAUSS FAMILY TRUST, U.D.T. DATED JUNE 5, 1992, DO NOT OWN A FEE INTEREST IN THE PROPERTY BUT RATHER A LEASEHOLD INTEREST IN THE PROPERTY.**

Dated: 10/14/16

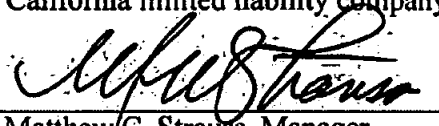

MATTHEW C. STRAUSS, CO-TRUSTEE
of THE STRAUSS FAMILY TRUST,
U.D.T. DATED JUNE 5, 1992

Dated: 10/14/16


IRIS LYNN STRAUSS, CO-TRUSTEE of
THE STRAUSS FAMILY TRUST, U.D.T.
DATED JUNE 5, 1992

Dated: 10/14/16

MCS SPORTS ARENA BUSINESS PARK
LLC, a California limited liability company

By: 
Matthew C. Strauss, Manager

NOTARY ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Diego }

On Oct. 14, 2016 before me, Bardee Johnston, Notary Public
(insert name and title of the officer)

personally appeared Matthew C. Strauss and Iris Lynn Strauss, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)
Notary Public

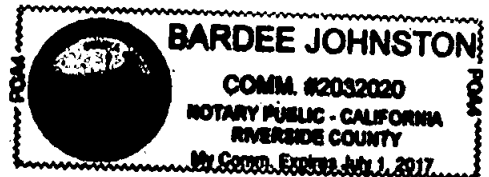


EXHIBIT A

Legal Description

The land referred to herein is situated in the State of California, County of San Diego, and is described as follows:

THAT PORTION OF PUEBLO LOT 259 OF THE PUEBLO LANDS OF SAN DIEGO, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF MADE BY JAMES PASCOE, A COPY OF WHICH SAID MAP WAS FILED IN THE OFFICE OF COUNTY RECORDER OF SAN DIEGO COUNTY AND KNOWN AS MISCELLANEOUS MAP NO. 36, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY LINE OF HANCOCK STREET, AS DESCRIBED IN PARCEL NO. 1 OF RESOLUTION NO. 197563 OF THE CITY OF SAN DIEGO, A CERTIFIED COPY OF SAID RESOLUTION WAS RECORDED JULY 30, 1969 AS DOCUMENT NO. 137836 OF OFFICIAL RECORDS, IN THE COUNTY RECORDER'S OFFICE, SAID POINT BEING THE INTERSECTION OF SAID SOUTHERLY LINE WITH THE SOUTHEASTERLY LINE OF P. L. 259 OF THE PUEBLO LANDS OF SAN DIEGO, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF MADE BY JAMES PASCOE IN 1870, A COPY OF WHICH MAP WAS FILED IN THE OFFICE OF COUNTY RECORDER OF SAN DIEGO COUNTY, NOVEMBER 14, 1921, AS MISCELLANEOUS MAP NO. 36; THENCE ALONG SAID SOUTHERLY LINE, SOUTH 82°11'53" WEST, 460.92 FEET (RECORD SOUTH 82°42'42" WEST, 460.91 FEET) TO POINT "A" OF SAID PARCEL NO. 1, SAID POINT BEING ON THE NORTHEASTERLY LINE OF KURTZ STREET, AS DESCRIBED IN PARCEL NO. 2 OF SAID RESOLUTION NO. 197563 OF OFFICIAL RECORDS; THENCE ALONG SAID NORTHEASTERLY LINE ON A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 40 FEET THROUGH AN ANGLE OF 136°07'53" AN ARC DISTANCE OF 95.04 FEET (RECORD 95.06 FEET); THENCE ALONG THE NORTHEASTERLY LINE OF SAID KURTZ STREET, SOUTH 53°56'00" EAST, 304.02 FEET TO THE SOUTHEASTERLY LINE OF SAID P. L. 259; THENCE ALONG SAID SOUTHEASTERLY LINE, NORTH 36°08'53" EAST, 388.26 FEET TO THE POINT OF BEGINNING.

NOTARY SEAL CERTIFICATION

(Government Code 27361.7)

I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS FOLLOWS:

Name of the Notary: BARDEE JOHNSON

Commission Number: 2032020 Date Commission Expires: July 1st 2017

County Where Bond is Filed: RIVERSIDE

Manufacturer or Vendor Number: POA4
(Located on both sides of the notary seal border)

Signature: Procapo by Paula M. Bink, Legal Secretary
Firm Name (if applicable)

Place of Execution: San Diego Date: 10 127, 16



Sep 08, 2015 01:46 PM

OFFICIAL RECORDS

Ernest J. Dronenburg, Jr.,
SAN DIEGO COUNTY RECORDER

FEES: \$34.00

PCOR: YES

PAGES: 4

RECORDING REQUESTED BY:

Procopio, Cory, Hargreaves & Savitch LLP
525 B Street, Suite 2200
San Diego, CA 92101
Attn: Robert J. Brown, Esq.

WHEN RECORDED MAIL TO:

MAIL TAX STATEMENTS TO:

Matthew C. Strauss, Manager
M.C. Strauss Company
990 Highland Dr., Suite 200
Solana Beach, CA 92075

APN: 760-102-69-00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

THE UNDERSIGNED GRANTORS DECLARE:

DOCUMENTARY TRANSFER TAX: None (\$0); and

CITY TRANSFER TAX: None (\$0);

because this conveyance changes the manner in which title is held, grantors and grantees remain the same and continue to hold the same proportionate interest, **R & T 11925(d)**; and

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

MATTHEW C. STRAUSS and IRIS LYNN STRAUSS, CO-TRUSTEES of THE STRAUSS FAMILY TRUST, U.D.T. DATED JUNE 5, 1992,

hereby GRANT to

MCS SPORTS ARENA BUSINESS PARK LLC, a California limited liability company,

the real property located in the County of San Diego, State of California, described as follows:

PORTION OF PUEBLO LOT 259 OF THE PUEBLO LANDS OF SAN DIEGO, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF MADE BY JAMES PASCOE, A COPY OF WHICH SAID MAP WAS FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY AND KNOWN AS MISCELLANEOUS MAP NO. 36: MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE APART HEREOF.

Commonly known as: 3760, 3770 & 3780 Hancock Street, San Diego, CA 92110.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the grantors have executed this Grant Deed this 4th day of September, 2015.


MATTHEW C. STRAUSS, CO-TRUSTEE of THE
STRAUSS FAMILY TRUST, U.D.T. DATED
JUNE 5, 1992


IRIS LYNN STRAUSS, CO-TRUSTEE of THE
STRAUSS FAMILY TRUST, U.D.T. DATED
JUNE 5, 1992

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

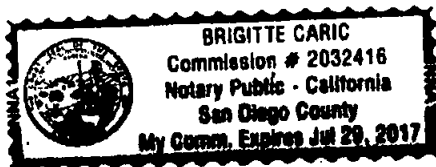
) ss:

COUNTY OF San Diego)

On September 4, 2015, before me, Brigitte Caric, Notary Public, personally appeared Matthew C. Strauss, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.




Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

)

)

ss:

COUNTY OF San Diego

)

On September 4, 2015, before me, Brigitte Caric, Notary Public, personally appeared Iris Lynn Strauss, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Brigitte Caric

Notary Public

EXHIBIT A

Legal Description

The land referred to herein is situated in the State of California, County of San Diego, and is described as follows:

THAT PORTION OF PUEBLO LOT 259 OF THE PUEBLO LANDS OF SAN DIEGO, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF MADE BY JAMES PASCOE, A COPY OF WHICH SAID MAP WAS FILED IN THE OFFICE OF COUNTY RECORDER OF SAN DIEGO COUNTY AND KNOWN AS MISCELLANEOUS MAP NO. 36, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY LINE OF HANCOCK STREET, AS DESCRIBED IN PARCEL NO. 1 OF RESOLUTION NO. 197563 OF THE CITY OF SAN DIEGO, A CERTIFIED COPY OF SAID RESOLUTION WAS RECORDED JULY 30, 1969 AS DOCUMENT NO. 137836 OF OFFICIAL RECORDS, IN THE COUNTY RECORDER'S OFFICE, SAID POINT BEING THE INTERSECTION OF SAID SOUTHERLY LINE WITH THE SOUTHEASTERLY LINE OF P. L. 259 OF THE PUEBLO LANDS OF SAN DIEGO, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF MADE BY JAMES PASCOE IN 1870, A COPY OF WHICH MAP WAS FILED IN THE OFFICE OF COUNTY RECORDER OF SAN DIEGO COUNTY, NOVEMBER 14, 1921, AS MISCELLANEOUS MAP NO. 36; THENCE ALONG SAID SOUTHERLY LINE, SOUTH 82° 11' 53" WEST, 460.92 FEET (RECORD SOUTH 82° 42' 42" WEST, 460.91 FEET) TO POINT "A" OF SAID PARCEL NO. 1, SAID POINT BEING ON THE NORTHEASTERLY LINE OF KURTZ STREET, AS DESCRIBED IN PARCEL NO. 2 OF SAID RESOLUTION NO. 197563 OF OFFICIAL RECORDS; THENCE ALONG SAID NORTHEASTERLY LINE ON A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 40 FEET THROUGH AN ANGLE OF 136° 07' 53" AN ARC DISTANCE OF 95.04 FEET (RECORD 95.06 FEET); THENCE ALONG THE NORTHEASTERLY LINE OF SAID KURTZ STREET, SOUTH 53° 56' 00" EAST, 304.02 FEET TO THE SOUTHEASTERLY LINE OF SAID P. L. 259; THENCE ALONG SAID SOUTHEASTERLY LINE, NORTH 36° 08' 53" EAST, 388.26 FEET TO THE POINT OF BEGINNING.