

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 Michael Chaney and Susan Rackley, Co-Trustees of the TUSCH FAMILY TRUST dated February 21, 1990, as amended, Residual Trust, Jack Mooers, Trustee, MOOERS SURVIVOR'S TRUST dated January 5, 2004, as amended, Jack Mooers, Trustee, MOOERS CREDIT SHELTER TRUST dated January 1, 2013, as amended, and Michael Chaney, Co-Trustee of the DORIS A. TUSCH REVOCABLE LIVING TRUST dated February 21, 1990, as amended (Lessee/Assignor) entered into a Flat Rate Lease Agreement (Agreement) dated August 8, 1980 as document RR-252404 in the Office of the San Diego City Clerk, relating to City-owned property located at 3940 Hancock Street, San Diego, California 92110.
- B. City and Lessee/Assignor entered into a Settlement and Release Agreement dated June 28, 2004, whereby a Rent Adjustment Date dispute was resolved.
- C. Lessee/Assignor now desires to assign all of its right, title and interest in and to the Agreement to Hancock Partners, LLC (Assignee).
- D. The Agreement requires City to consent to the assignment of any of Lessee/Assignor's right, title and/or interest in the Agreement.

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

- 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 Agreement to Assignee. By giving this Consent, City is merely consenting to the requested assignment. All terms and conditions of the Agreement 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 Lessee/Assignor delivering to City Assignee's written agreement that it will assume all rights and obligations as "Lessee" under the Agreement, which shall include but not be limited to all indemnification and insurance provisions; and
- 3. City does not release, discharge or modify Lessee/Assignor's obligations to City under the Agreement. As set forth in applicable law, Lessee/Assignor's obligations under the Agreement shall survive said assignment and shall continue through the termination dates of the Agreement, 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 Agreement.
5. Lessee/Assignor shall pay City any applicable processing and/or administrative fee(s) for processing this Consent.
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.

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: 3/28/16

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

ENVIRONMENTAL ANALYSIS SECTION ENVIRONMENTAL CLEARANCE

This activity is determined to be exempt from CEQA pursuant to
CEQA Section 15301 (Existing Facilities).

Date: 4/29/16

By: [Signature]
Name: Miguel Hernandez
Title: Senior Planner

Approved as to form this 10th
day of May, 20 16

JAN I. GOLDSMITH, City Attorney

BY: [Signature]
Name: Debra J. Bevler
Title: Deputy City Attorney

\\READ\FARSTUTSCH-DEBONNE\CONSENT TO ASSIGNMENT 3.28.16

Hancock Partners LLC,
a California limited liability company

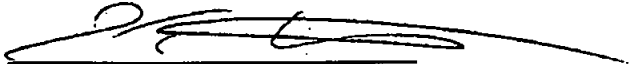
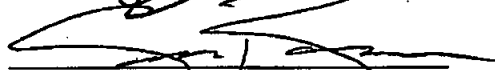
May 6, 2016

To: The City of San Diego
Jack Mooers, Trustee, Mooers Family Trust
Jack Mooers, Trustee, Mooers Survivor's Trust
Susan Rackley and Michael Chaney, Co-Trustees, Tusch Family Trust
Michael Chaney, Trustee, Doris A. Tusch Trust

All:

Hancock Partners, LLC, a California limited liability company agrees to assume all of the rights, duties and obligations as Lessee under the Lease dated August 8, 1980 as document RR-252404 in the Office of the San Diego City Clerk, relating to the City of San Diego City-owned property located at 3940 - 3942 Hancock Street, San Diego, California 92110 including but not limited to all insurance obligations as set forth in Section 10 of the Lease and indemnity obligations as set forth in Section 9 of the Lease.

Hancock Partners LLC,
a California limited liability company


Kevin Hemstreet, Managing Member
Brian Nelson, Managing Member
Sean Bascom, Managing Member



First American Title Company
National Commercial Services
4380 La Jolla Village Drive, Suite 110 • San Diego, CA 92122

Office Phone: (858) 410-3900 Office Fax:

Buyer's Final Settlement Statement

Property: 3940-3942 Hancock Street, San Diego, CA 92110
File No: NCS-747942-SD
Officer: Lieng Smith/Is
Settlement Date: 06/17/2016
Disbursement Date:
Print Date: 06/22/2016, 11:11 AM

Buyer: Hancock Partners LLC
Address: 3405 Kenyon Street #411, San Diego, CA 92110
Seller: The Mooers Survivor's Trust dated January 5, 2004; The Mooers Credit Shelter Trust dated January 1, 2013; The Tusch Family Trust dated February 21, 1990; The Doris A. Tusch Revocable Living Trust dated February 21, 1990
Address: 19225 Deerhorn Valley Rd., Jamul, CA 91935

Charge Description	Buyer Charge	Buyer Credit
Consideration:		
Total Consideration	225,000.00	
Deposits in Escrow:		
Receipt No. 191128148 on 08/14/2015 by Sean Bascom		1,667.00
Receipt No. 191128177 on 08/19/2015 by Brian F. Nelson		1,667.00
Receipt No. 191128200 on 08/21/2015 by Kevin Ritchie Hemstreet		1,666.66
Receipt No. 191130482 on 06/14/2016 by Hancock Partners LLC		202,000.00
Receipt No. 191130503 on 06/16/2016 by Hancock Partners LLC		4,000.00
Adjustments:		
Security Deposits/Pre-Paid Rent		14,623.75
Prorations:		
2nd Half 2015-16 Taxes (760-102-88-00) 06/17/16 to 07/01/16 @\$7,182.10/semi	550.96	
Rents 06/17/16 to 07/01/16 @\$16,718.60/mo		7,802.01
Ground Lease Rent 06/17/16 to 07/01/16 @\$6,221.08/mo	2,903.17	
Title/Escrow Charges to:		
Binder (Loan \$160K) to First American Title Company National Commercial Services	450.00	
Closing-Escrow Fee (50/50 split) to First American Title Company National Commercial Services	450.00	
Recording Assignment of Leasehold Interest to First American Title Company National Commercial Services	33.00	
Disbursements Paid:		
Insurance Premium to Hoffman Hanono Ins Services	3,328.00	
Cash (From) (X To) Buyer	711.29	
Totals	233,426.42	233,426.42

PLEASE NOTE: A modification of money-transfer or disbursement instructions can be a red flag for Online Banking Fraud and could be a trap for the unwary. Should we knowingly receive such a modification, in the interest of prudence, we will consider it suspect and call a known and trusted phone number to verify its authenticity and accuracy. Your awareness and cooperation in taking appropriate steps to prevent fraud is greatly appreciated.

DOC# 2016-0300444

RECORDING REQUESTED BY

First American Title Insurance Company

WHEN RECORDED MAIL TO:

Hancock Partners LLC
3405 Kenyan St. #411
San Diego, CA 92110



Jun 17, 2016 11:45 AM

OFFICIAL RECORDS

Ernest J. Dronenburg, Jr.,

SAN DIEGO COUNTY RECORDER

FEES: \$33.00

PAGES: 7

APN 760-102-88-00

LEASE LESS THAN 36
YEARS

The Undersigned Grantors Declares: DOCUMENTARY TRANSFER TAX \$ 0.00;
CITY TRANSFER TAX \$0.00 computed on the consideration or full value of
property conveyed

ASSIGNMENT OF LEASEHOLD INTEREST

Document No. RR252404 referred to in this Assignment is not on file in the Office of the County Recorder of the County of San Diego; said document is on file in the Office of the City Clerk of the City of San Diego, California.

Michael Chaney and Susan Rackley, Co-Trustees of the Tusch Family Trust dated February 21, 1990, as amended, Residual Trust, as to an undivided 44.6429% interest;

Jack Mooers, Trustee of the Mooers Survivor's Trust dated January 5, 2004, as amended, as to an undivided twenty five percent (25%) interest;

Jack Mooers, Trustee of the Mooers Credit Shelter Trust dated January 1, 2013, as amended, as to an undivided twenty five percent (25%) interest;

Michael Chaney, Co-Trustee of the Doris A. Tusch Revocable Living Trust dated February 21, 1990, as amended, as to an undivided 5.3571% interest

Hereby assign to Hancock Partners LLC, a California limited liability company all their right, title and interest in that certain lease agreement executed by and between the City of San Diego, a municipal corporation, and Betty L. Derbonne and Don R. Tusch, dba Tusch-Derbonne Company, dated August 4, 1980, and filed as Document No:RR252404, as disclosed by a Memorandum of Lease recorded October 11, 1984 as Instrument No. 84-385191 of Official Records of San Diego County with respect to property which is bounded by Highway 8 East, Hancock Street and Channel Way along with all interest in that certain office building known as the Tusch- Derbonne Office Building, located at 3940 - 4942 Hancock Street, San Diego, CA 92110 as further described on Exhibit A which is attached and incorporated by reference.


Jack Mooers, Trustee, Mooers
Survivor Trust dated 1-5-2004

SIGNATURES FOLLOW

Jack Mooers
Jack Mooers, Trustee, Mooers'
Credit Shelter Trust dated 1-1-2013

Tusch Family Trust dated February 21, 1990,
as amended, Residual Trust Residual Trust

Michael W. Chaney
Michael W. Chaney, Co-Trustee

Susan Rackley
Susan Rackley, Co-Trustee

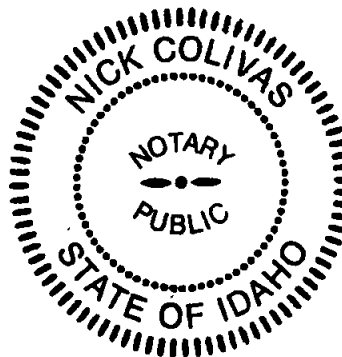
The Doris A. Tusch Revocable
Living Trust dated 2-21-1990

Michael W. Chaney
Michael W. Chaney, Co-Trustee

ATTACH ACKNOWLEDGMENT BLOCKS

State of IDH County of ADA
Subscribed and sworn before me on 05/06/2016
(Date)

(Notary Signature) exp 09/04/2019



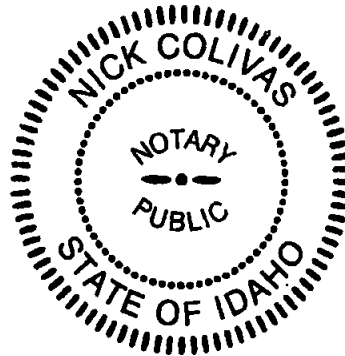
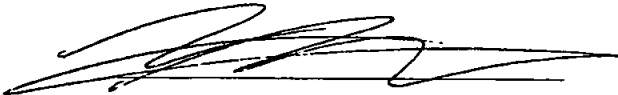
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Idaho)
County of Ada)

On 05/06/2016, before me, Nick Colivas, notary public, personally appeared Michael W Chaney, who proved to be on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity, and that by his/~~her/their~~ signature on the instrument the person, or the entity on behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.



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.

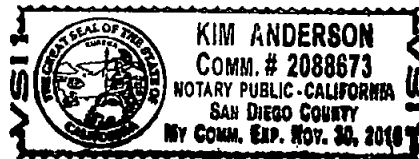
State of California)
County of San Diego)

On 6-1-16, before me, Kim Anderson, notary public, personally appeared Jack Mooers, who proved to be on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity, and that by his/~~her/their~~ signature on the instrument the person, or the entity on 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.

Kim Anderson



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 6-1-16, before me, Kim Anderson, notary public, personally appeared Susan Rackley, who proved to be on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity, and that by ~~his/her/their~~ signature on the instrument the person, or the entity on 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.

Kim Anderson



NOTARY SEAL CERTIFICATION

(Government Code 27361.7)

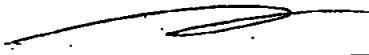
I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS FOLLOWS:

Name of the Notary: Kim Anderson

Commission Number: 2008673 Date Commission Expires: 11-30-18

County Where Bond is Filed: SAN DIEGO

Manufacturer or Vendor Number: VS11
(Located on both sides of the notary seal border)

Signature: 
Firm Name (if applicable)

Place of Execution: San Diego Date: 6/17/16

Exhibit "A"

Legal Description

Real property in the City of San Diego, County of San Diego, State of California, described as follows:

THAT PORTION OF PUEBLO LOT 259, AS SAID PUEBLO LOT IS SHOWN ON THE MAP OF THE PUEBLO LANDS OF SAN DIEGO, MADE BY JAMES PASCOE IN 1870, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, A CERTIFIED COPY OF SAID PASCOE'S MAP IS FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY AS MISCELLANEOUS MAP NO. 36, WHICH LIES NORTHWESTERLY OF THE NORTHWESTERLY LINE OF HANCOCK STREET, NORTHERLY OF THE NORTHERLY LINE OF CHANNEL WAY AS DESCRIBED UNDER PARCELS 1 AND 3, RESPECTIVELY, IN RESOLUTION NO. 197563 ON JULY 24, 1969 BY THE COUNCIL OF THE CITY OF SAN DIEGO, RECORDED JULY 30, 1969 AS FILE NO. 137836 AND WHICH LIES SOUTHERLY OF THE SOUTHERLY BOUNDARY OF 11-SD-109, HIGHWAY 109 AS DESCRIBED UNDER PARCEL 2 IN DEED TO THE STATE OF CALIFORNIA, RECORDED MARCH 26, 1968 AS FILE NO. 49552 OF OFFICIAL RECORDS.

APN: 760-102-88-00



Date of Notice: April 14, 2016

NOTICE OF RIGHT TO APPEAL

ENVIRONMENTAL DETERMINATION

PLANNING DEPARTMENT

PROJECT NAME/NUMBER: Consent to Assignment

COMMUNITY PLAN AREA: Midway-Pacific Highway

COUNCIL DISTRICT: 2

LOCATION: 3940 Hancock Street, San Diego, CA 92110

PROJECT DESCRIPTION: Authorize the Mayor or his designee to sign a Consent to Assignment allowing Lessee/Assignor to assign its right, title and interest in and to the approximately 17,000 square feet of office space to Hancock Partners, LLC for the remainder of the term.

ENTITY CONSIDERING PROJECT APPROVAL: City of San Diego Mayor-Appointed Designee

ENVIRONMENTAL DETERMINATION: CEQA Exemption Section 15301- Existing facilities

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

STATEMENT SUPPORTING REASON FOR ENVIRONMENTAL DETERMINATION: This activity has been determined to be exempt from CEQA pursuant to CEQA Section 15301 (Existing Facilities) which allows for the operation, repair, maintenance, permitting, leasing, licensing or minor alterations 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 effect 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.

PROJECT MANAGER: Heide E. Farst, CSM
Property Agent, Real Estate Assets Department

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

PHONE NUMBER: (619) 236-6727

On April 14, 2016, 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 CEQA determination made by staff (including the City Manager) 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 28, 2016**). 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: 4/14/16

REMOVED: 4/29/2016

POSTED: M. Hermann