FIRST AMENDMENT
TO
MONTGOMERY-GIBBS EXECUTIVE AIRPORT
MONTH-TO-MONTH AIRPLANE PARKING LICENSE
(Chad S. Hart**)**

This First Amendment to Montgomery-Gibbs Executive Airport Month-to-Month Airplane Parking License ("**First Amendment**"), is dated as of November 1, 2025, for reference purposes only, and is entered into by and between the CITY OF SAN DIEGO, a California municipal corporation ("**City**"), and CHAD S. HART, an individual, ("**Licensee**"). City and Licensee are sometimes referred to in this First Amendment, each individually, as a "**Party**" or, collectively, as the "**Parties**." This First Amendment is entered into by City and Licensee with reference to the following recited facts ("**Recitals**"):

RECITALS

A. City and Licensee entered into that certain Montgomery-Gibbs Executive Airport Month-to-Month Airplane Parking License, effective September 4, 2025 ("**License**"); and

B. City and Licensee enter into this First Amendment to amend the definition of the "License Area" in the License, and increase the defined "Monthly License Fee" and "Security Deposit" to reflect Licensee relocating from Hangar # 33 to the larger Hanger # 34;

NOW, THEREFORE, CITY AND LICENSEE AGREE, AS FOLLOWS:

1. **License Area Amendment**. The Description of the "License Area" in section II of the Summary of the License is amended to read in its entirety as follows:

> Hangar # 34, identified as a hangar measuring approximately 1,075 square feet, located within Lot 8A, which is that certain part of the Property defined in Amended EXHIBIT A attached to this Summary.

2. **Increased Monthly License Fee**. The Monthly License Fee identified in section VI of the Summary of the License is amended to be $645.00.

3. **Increased Security Deposit**.

(a) The Security Deposit identified in section VIII of the Summary of the License is amended to be $1,290.00.

(b) No later than seven (7) days after the date this First Amendment is approved as to form by the San Diego City Attorney as shown on the signature page to this First Amendment, Licensee shall deposit $360.00 with the City to reflect the increase of the Security Deposit to $1,290.00 from $930.00.

4. **Exhibit A (License Area Description) Amendment**. Exhibit A attached to the Summary of the License is replaced in its entirety by **AMENDED EXHIBIT A** attached to this First Amendment and made a part of this First Amendment.

5. Section 4.3 of the License, *Expiration*, is hereby **DELETED** in its entirety and **REPLACED** with the following:

> "4.3 *Expiration*. 11:59 p.m. on the last day of the thirty-sixth (36th) full calendar month following the month in which the Effective Date occurs."

6. Section 7 of the License, **MAINTENANCE**, is hereby **DELETED** in its entirety and **REPLACED** with the following:

> "7. **MAINTENANCE**.
>
> 7.1 Obligation to Maintain. Licensee shall keep and maintain the License Area in good order, condition, and repair, in accordance with the Maintenance Standard, subject to reasonable wear and tear and any other condition this Agreement expressly does not require Licensee to repair or restore. Licensee's obligation to maintain the License Area includes an obligation to make all repairs that the License Area may require under applicable Law.
>
> 7.2 Maintenance Standard. Licensee's obligation to maintain the License Area under Section 7.1 shall include: (a) removing all papers, mud, sand, debris, filth, and refuse and thoroughly sweeping areas to the extent reasonably necessary to keep such areas in a clean and orderly condition; (b) removing or covering graffiti in accordance with Section 7.4; and (c) taking all reasonably appropriate measures to ensure the safety of Persons using the License Area, all at the sole cost and expense of Licensee. Licensee's obligation to maintain the License Area described in the two immediately preceding sentences is, collectively, referred to in this Agreement as the "**Maintenance Standard**."
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> 7.3 Maintenance Default. If an adverse condition occurs on the License Area in contravention of the Maintenance Standard (each such occurrence being a "**Maintenance Deficiency**"), then City may Notify Licensee of the Maintenance Deficiency. If Licensee fails to cure or commence and diligently pursue to cure the Maintenance Deficiency within thirty (30) days following Licensee's receipt of Notice of the Maintenance Deficiency, City shall have the right (but no obligation) to enter the License Area following five (5) days advance Notice and perform all acts necessary to cure the Maintenance Deficiency or to take any other action at law or in equity that may then be available to City to accomplish the abatement of the Maintenance Deficiency. Any amount of money expended by City for the cure or abatement of a Maintenance Deficiency under this Section 7.3 shall be reimbursed to City by Licensee within thirty (30) days after Notice to Licensee of the amount. Any

amount of money expended by City for the cure or abatement of a Maintenance Deficiency under this Section 7.3 that is not reimbursed to City by Licensee within thirty (30) days after Notice to Licensee of such amount shall accrue Default Interest until paid in full.

7.4 Graffiti. Graffiti, as defined in Government Code section 38772, applied to any exterior surface on the License Area and visible from outside the License Area shall be removed by Licensee by either painting over the evidence of such vandalism with a paint color-matched to the surface on which the paint is applied or removed with solvents, detergents, or water, as appropriate. Notwithstanding Section 7.3, if any such graffiti is not removed within seventy-two (72) hours after the time Licensee discovers or receives Notice of the graffiti or, in the case of graffiti that cannot reasonably be removed within seventy-two (72) hours after the time Licensee discovers or receives Notice of the graffiti, whichever is earlier, if Licensee does not duly commence and diligently complete such cure within a reasonable time under the circumstances, then after Notice to Licensee, City shall have the right (but no obligation) to enter the License Area and remove the graffiti. Any amount of money expended by City for removal of graffiti from the License Area under this Section 7.4 shall be reimbursed to City by Licensee, within thirty (30) days after Notice to Licensee of such amount. Any amount of money expended by City for removal of graffiti under this Section 7.4 not reimbursed to City by Licensee within thirty (30) days after Notice to Licensee of such amount shall accrue Default Interest until paid in full.

7.5 Maintenance by City. If the License Area is within a hangar, City shall, at its own cost and expense, maintain in good condition and repair the structural elements of the hangar containing the License Area. For purposes of this Agreement, "Structural Elements" means and refers to the exterior roof, exterior walls, structural supports, doors, locks, and foundation of the hangar, if any. City shall not be liable for any damages to Licensee or Licensee's property resulting from City's failure to make any repairs required by this Section 7.5. Notwithstanding anything in this Section 7.5 to the contrary, Licensee shall promptly reimburse City for the full cost of all repairs made pursuant to this Section 7.5 because of the negligence or other fault of Licensee or Licensee Parties."

7. **Confirmation of Agreement**. The License, as amended by this First Amendment, is in all respects confirmed and all the terms, provisions, and conditions of the License, as amended by this First Amendment, shall be and remain in full force and effect.

8. **Incorporation of Recitals.** The Recitals are true and correct and are incorporated into this First Amendment by this reference, as though fully set forth in this First Amendment.

9. **Entire Agreement**. The License, as amended by this First Amendment, represents the entire understanding between the Parties as to the subject matter of the License, as so amended.

10. **Counterparts**. This First Amendment may be signed by the authorized representatives of the Parties in multiple counterpart originals (including electronic counterpart originals), each of which shall be deemed an original, and all such counterpart originals, when taken together, shall constitute one agreement.

11. **Principles of Interpretation**. No inference in favor of or against any Party shall be drawn from the fact that such Party drafted any part of this First Amendment. The Parties participated substantially in the negotiation, drafting, and revision of this First Amendment, with advice from legal and other counsel and advisers of their own selection. A word, term or phrase defined in this First Amendment may be used in the singular, plural, past tense or future tense, regardless of how it is defined, all in accordance with ordinary principles of English grammar, which shall govern all language in this First Amendment. The words "include" and "including" in this First Amendment shall be construed to be followed by the words: "without limitation." Each collective noun in this First Amendment shall be interpreted as if followed by the words "(or any part of it)," except where the context clearly requires otherwise. Every reference to a document, including this First Amendment, refers to such document, as modified from time to time (excepting any modification that violates the License), and includes all exhibits, schedules, addenda, and riders to such document. The word "or" in this First Amendment includes the word "and," except where the context clearly requires otherwise. Every reference to a law, statute, regulation, order, form, or similar governmental requirement in this First Amendment refers to each such requirement as amended, modified, renumbered, superseded, or succeeded, from time to time.

12. **Governing Law**. The procedural and substantive laws of the State of California shall govern the interpretation and enforcement of this First Amendment, without application of conflicts of laws principles or statutes.

13. **Binding on Successors and Assigns**. This First Amendment shall be binding upon and inure to the benefit of the Parties and their respective legal representatives, successors, and assigns.

14. **No Other Representations or Warranties**. Except as expressly set forth in this First Amendment, no Party makes any representation or warranty material to this First Amendment to any other Party.

15. **Incorporation of Defined Terms.** All terms, phrases, or words indicated to be defined terms by initial capitalization in this First Amendment that are not specifically defined in this First Amendment (if any) shall have the meaning ascribed to the same term, phrase, or word in the License.

16. **Electronic Signatures**. The Parties agree: (a) to deliver and accept signatures on or pursuant to this First Amendment by e-mail, or electronic means (including digital signatures); and (b) that signatures delivered by e-mail, or electronic means (including digital signatures) shall be binding as originals upon the Party so signing and delivering.

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

SIGNATURE PAGE
TO
FIRST AMENDMENT TO
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MONTH-TO-MONTH AIRPLANE PARKING LICENSE
(Chad S. Hart**)**

IN WITNESS WHEREOF, City and Licensee sign and enter into this First Amendment, by and through the signatures of their respective authorized representatives, as follow:

CITY:

The City of San Diego, a California municipal corporation

By: _____
Jorge Rubio (Dec 29, 2025 14:54:58 PST)
Jorge Rubio
Deputy Director, Airports
Economic Development Department

LICENSEE:

By: _____
Chad S. Hart (Dec 6, 2025 14:31:29 PST)
Chad S. Hart

APPROVED AS TO FORM
on 12/29/2025:

HEATHER FERBERT
City Attorney

By: _____
Andrew J. Alfonso (Dec 29, 2025 15:41:50 PST)
Andrew J. Alfonso
Deputy City Attorney

AMENDED EXHIBIT A
TO
FIRST AMENDMENT TO
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LICENSE AREA DESCRIPTION

The License Area is a hangar depicted below bounded by red.

