

COPY

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement ("Amendment") is dated for reference purposes as of ~~May~~^{JULY} 1, 1997 ("Execution Date") by and between GIBBS FLYING SERVICE, INC., a California corporation ("Lessor"), and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California ("Lessee") with reference to the facts as set forth below.

RECITALS

A. Lessor and Lessee entered into that certain Lease Agreement dated April 17, 1989 (the "Lease") providing for the lease of an air support hangar, office and related services by the City of San Diego Police Department, with such premises having a street address of 8912 Aero Drive, San Diego (the "Police Department Premises"). The Lease was due to expire by its terms on May 31, 1997 provided that the parties have agreed that Lessee may hold over for a one (1) month period and therefore have extended the Lease expiration date to June 30, 1997.

B. In addition, Lessor and Lessee are parties to that certain Hangar Rental Agreement whereby Lessor leases to Lessee an individual "T" hangar identified as Hangar No. 12 ("Hangar No. 12") which is part of Lessor's fixed base operation at Montgomery Field (the "Hangar Lease").

C. Lessor and Lessee desire to extend the term of the Lease and, additionally, provide for the leasing of Hangar No. 12 pursuant to the Lease thereby terminating the Hangar Lease, all on the terms and conditions as set forth in this Amendment.

NOW, THEREFORE, in consideration of the Recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as set forth below.

1. Description of Premises. The following is added to Section 1.1 of the Lease entitled "Premises":

"In addition to the Police Department Premises as described in the Lease which is currently occupied and leased by Lessee pursuant to the Lease, commencing on July 1, 1997 ("Effective Date") Lessor hereby also leases to Lessee and Lessee leases from Lessor, on all the terms and conditions hereof, Hangar No. 12 which is part of Lessor's fixed base operation at Montgomery Field, to be utilized only for the storage of aircraft in accordance with the terms of this Lease. From and after the Effective Date, all references in the Lease to the "Premises" shall include the Police Department Premises and Hangar No. 12. Additionally, on the Effective Date, the Hangar Lease shall be terminated and be of no further force and effect and Hangar No. 12 shall be leased by Lessee pursuant to this Lease."

DOCUMENT NO. RR-289209

FILED SEP 23 1997

OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

2. Lease Term. The following is added to Section 1.4 of the Lease entitled "Term":

"Pursuant to this Amendment, the Term of this Lease is hereby extended, with such extended Term commencing on July 1, 1997 and continuing for a twelve (12) month period, expiring on June 30, 1998 subject to the options to extend as described in Section 1.5 below."

3. Options to Extend Lease Term. Section 1.5 of the Lease entitled "Option to Extend" is hereby amended and restated in its entirety to read as follows:

"1.5 Options to Extend.

Lessee acknowledges that the Master Lease expires on May 31, 2000, subject to one (1) additional option to extend the Master Lease for a term of five (5) years (the "Master Lease Extension Option"). Lessor hereby grants to Lessee one (1) option to extend the Term of this Lease for a period of twelve (12) months, and, in the event Lessor exercises the Master Lease Extension Option, three (3) additional options to extend the Term of the Lease for periods of one (1) year each, upon the same terms and conditions as set forth in this Lease including the rental adjustments as provided in Section 2.2 below. Lessee acknowledges and understands that Lessor shall be under no obligation to exercise the Master Lease Extension Option, and if Lessor decides in its sole discretion not to exercise the Master Lease Extension Option, Lessee shall have no option to extend this Lease beyond the one (1) year option period as provided above. After the exercise of any option to extend hereunder, all references to the Term of this Lease shall mean the Term as extended. Lessee's right to exercise any of the options to extend is subject to the following conditions precedent:

(a) The Lease shall be in effect at the time notice of exercise is given and on the last day of the Term;

(b) Lessee shall not be in default under any provision of this Lease at the time notice of exercise is given and on the last day of the Term; and

(c) At least one (1) month before the last day of the Term, but not more than three (3) months before the last day of the Term, Lessee shall give Lessor written notice irrevocably exercising the option.

Lessor further acknowledges and agrees that Lessee may exercise any option to extend as to both the Police Department Premises and the Hangar No. 12 or, only as to the Police Department Premises, provided, however, that if at any time Lessee fails to exercise an option to extend as to the Hangar No. 12,

Lessee shall have no further right or option to lease Hangar No. 12 and any further options to extend the Lease shall only apply to the Police Department Premises."

4. Base Rent: The following is added to Section 2.1 of the Lease entitled "Base Rent":

"As of the Execution Date of this Amendment, Lessor and Lessee acknowledge and agree that the current Base Rent with respect to the Police Department Premises is Three Thousand Five Hundred Fifty Seven and 17/100 Dollars (\$3,557.17) and that the current Base Rent with regard to Hangar No. 12 is now Two Hundred Dollars (\$200.00) per month for a total Base Rent of Three Thousand Seven Hundred Fifty Seven and 17/100 Dollars (\$3,757.17). As of the Effective Date, the Base Rent for Hangar No. 12 will be increased to Two Hundred Seventy Five Dollars (\$275.00) per month. Therefore, on the Effective Date, the total Base Rent will be the sum of Three Thousand Eight Hundred Thirty Two and 17/100 Dollars (\$3,832.17) (the "Effective Date Total Base Rent"). The Effective Date Total Base Rent shall be subject to annual adjustments based upon increases in the Index as described in Section 2.2 of the Lease, with the first adjustment on July 1, 1998, and each subsequent adjustment on July 1 of each ensuing year, including during the option periods. In addition, Lessee and Lessor acknowledge that the Effective Date Total Base Rent shall also be subject to adjustment based upon increases in the base rent under the Master Lease as provided in Section 2.2(b) of the Lease."

5. The following is hereby added to Section 4.1 of the Lease entitled "Conduct of Business":

"In addition to the other provisions of this Lease regulating the conduct of Lessee's business on the Premises, with respect to Hangar No. 12, Lessor and Lessee agree that (i) Hangar No. 12 may be utilized only for aircraft storage, (ii) Lessee agrees to keep the hangared aircraft in an airworthy, operable condition while hangared, (iii) the Hangar No. 12 may be used for minor maintenance, refurbishment or repair of aircraft so long as such maintenance, refurbishment or repair does not interfere with the use and enjoyment of the facilities by other tenants and does not constitute a hazard, threat or liability to the facilities or its occupants, (iv) spray painting, the use of open flames or welding, storage of flammables, caustics, oxidizers, reactants or any other Hazardous Substances (as defined below and subject to the provisions of Article 12 below) is prohibited, (v) Lessee agrees to comply and faithfully observe all hangar, tie-down and parking rules, and all applicable rules of the Federal Aviation Administration, as all of the foregoing are adopted and modified from time to time, and (vi) Lessee acknowledges that Lessee has inspected the hangar, taxiways and related facilities and determined that they are suitable for Lessee's storage of the aircraft, and with the exception of the sole

negligence of Lessor, Lessee agrees that Lessor shall have no liability whatsoever for any loss of, or damage of whatsoever kind to said aircraft, equipment, appurtenances, or personnel, or any of them, whether caused by theft, fire, collision or any other cause of any other kind or nature whatsoever, or for the death of, or personal injuries to, members of the family, employees or other invitees, howsoever caused, occurring with respect to such aircraft or any of the hangars, taxiways, access ways, roads, walks, equipment or premises belonging to Lessor or under the control of Lessor. Lessee further agrees and acknowledges that the indemnification provisions in Section 7.1 of the Lease will apply with respect to Hangar No. 12 and all provisions of this Lease relating to Hangar No. 12."

6. A new Article 12 entitled "Hazardous Substances" is hereby added to the Lease and reads as follows:

"12. Hazardous Substances.

12.1 Prohibition of Use. Lessee shall not cause or permit any Hazardous Substance to be used, stored, generated, or disposed of on or in the Premises by Lessee, Lessee's agents, employees, contractors, or invitees without first obtaining Lessor's written consent, which consent may be given or withheld in Lessor's sole discretion, subject to the provisions of the last sentence of this Section 12.1. If Hazardous Substances are used, stored, generated, or disposed of on or in the Premises, or in the event of any Release of Hazardous Substances as defined below, or if the Premises become contaminated in any manner for which Lessee is legally liable, Lessee shall indemnify, defend and hold harmless the Lessor from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation, a decrease in value of the Premises, damages caused by loss or restriction of rentable space, or any damages caused by adverse impact on marketing of the space, and any and all sums paid for settlement of claims, litigation expenses, attorneys' fees, consultant, and expert fees) of whatever kind or nature, known or unknown, contingent or otherwise, arising during or after the Lease Term as a result of Lessee's operations on the Premises, any Release by Lessee, or any failure by Lessee to comply with any and all applicable laws relating to Hazardous Substances. This indemnification includes, without limitation, any and all costs incurred because of any investigation of the site or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision. Without limitation of the foregoing, if Lessee causes or permits the presence of any Hazardous Substance on the Premises and that results in contamination, Lessee shall promptly, at its sole expense, take any and all necessary actions to return the Premises to the condition existing prior to the presence of any such Hazardous Substance on the Premises. Lessee shall first obtain Lessor's approval for any such remedial action. The provisions of this

Section shall be in addition to any other obligations and liabilities Lessee may have to Lessor at law or equity and shall survive the transactions contemplated herein and shall survive the termination of this Lease. Notwithstanding the foregoing, Lessee may use nominal amounts of Hazardous Substances as are normal and customary for Lessee's use, provided that Lessee complies with all applicable laws relating thereto.

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CITY CLERKS OFFICE
SAN DIEGO, CA

12.2 Definition. As used herein, "Hazardous Substance" means any substance that is toxic, ignitable, reactive, or corrosive and that is now or hereafter regulated by any local government, the State of California, or the United States Government. "Hazardous Substance" includes any and all material or substances that are defined as "hazardous waste," "extremely hazardous waste," or a "hazardous substance" pursuant to state, federal, or local governmental law. "Hazardous Substance" includes, but is not restricted to, asbestos, polychlorobiphenyls ("PCB's"), and petroleum.

12.3 Containers. Any Hazardous Substance permitted on the Premises as provided in Section 12.1 and all containers therefor, shall be used, kept, stored, and disposed of in a manner that complies with all federal, state, and local laws or regulations applicable to this Hazardous Substance.

12.4 Releases. Lessee shall not discharge, leak, or emit, or permit to be discharged, leaked, or emitted, any material into the atmosphere, ground, sewer system, or any body of water (collectively a "Release"), if that material (as is reasonably determined by the Lessor, or any governmental authority) does or may pollute or contaminate the same, or may adversely affect (a) the health, welfare, or safety of persons, whether located on the Premises or elsewhere, or (b) the condition, use or enjoyment of the building or any other real or personal property. Lessee shall immediately notify Lessor of any Release of any Hazardous Substance on or near the Premises whether or not such Release is in a quantity that would otherwise be reportable to a public agency and shall also comply with the notification requirements of California Health & Safety Code Section 25359.7.

12.5 Hazardous Substance List. At the commencement of each Lease Year, Lessee shall disclose to Lessor the names and approximate amounts of all Hazardous Substance that Lessee intends to store, use, or dispose of on the Premises in the coming Lease Year, subject to and not in abrogation of Lessor's approval rights as set forth in Section 12.1 above.

~~12.6 End of Term Inspection. At any time within the six (6) months before the expiration or earlier termination of this Lease, Lessor shall have the right to request that Lessee, at Lessee's cost conduct an environmental assessment of the Premises to be completed by a professional environmental consultant~~

12.6 End of Term Inspection. At any time within six months before the expiration or earlier termination of this Lease, Lessor shall have the right to request that Lessee, at Lessee's cost, conduct an environmental assessment of the Premises. Provided, however, such request must be based upon Lessor's reasonable belief that a discharge, leak or emissions of a hazardous substance has occurred, it has been documented with reasonable evidence, and Lessee has been notified in writing, along with copies of the documentation, within a reasonable time after the occurrence, or discovery of the occurrence, by Lessor.

Within 30 days after Lessor requests an environmental assessment from Lessee in writing, the parties shall meet in order to discuss the documentation and a plan of action.

If Lessor decides an environmental assessment is still necessary after the meeting, Lessee shall, as soon as possible thereafter, obtain an environmental assessment from trained City staff or a reputable consultant, at its expense. The environmental assessment shall be only to the extent necessary to determine if any hazardous materials in quantities greater than allowed by law are on, in or under the premises. If the environmental assessment determines remediation and/or removal of hazardous materials is necessary, Lessee shall then, at its sole cost, obtain additional tests or environmental assessments and inspections necessary to remediate and/or remove only hazardous materials occurring on the premises as a result of its use of the premises, in accordance with applicable laws and with the indemnification provisions of Section 12.1 remaining applicable.

reasonably acceptable to Lessor. The environmental assessment shall establish what, if any, Hazardous Substances exist on, in or under the Premises and in what quantities. If any such Hazardous Substances exist in quantities greater than that allowed by applicable laws, then the environmental assessment shall include a recommendation for remediation and removal necessary to effect compliance with applicable laws, including estimates of costs for such remediation or removal. Lessee shall cause the remediation and/or such removal recommended in the environmental assessment to be completed in compliance with all applicable laws prior to the expiration of the Lease Term, at the sole cost and expense of Lessee, and with the indemnification provisions of Section 12.1 remaining applicable."

7. All Improvements Completed. Lessee acknowledges and represents and warrants that (i) Lessor has completed all improvement obligations under the Lease; (ii) Lessee has leased the Premises for an extended period of time and (iii) Lessor has absolutely no further construction or improvement obligation to Lessee with respect to the Premises.

8. Lease in Full Force and Effect. Lessee and Lessor hereby agree and acknowledge that the Lease, as modified by this Amendment, is in full force and effect and that the Lease, as modified by this Amendment, contains the entire agreement of the parties with respect to the leasing of the Premises.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment as of the date first above written.

LESSOR:

LESSEE:

GIBBS FLYING SERVICE, INC., a
California corporation

THE CITY OF SAN DIEGO

By:
Its:

William T. Gibb
President

By:
Its:

Robert A. Collins
Real Estate Assets Mgr.

Approved as to form and legality this 15th day of October, 1997.

By:

William T. Gibb
Deputy City Attorney

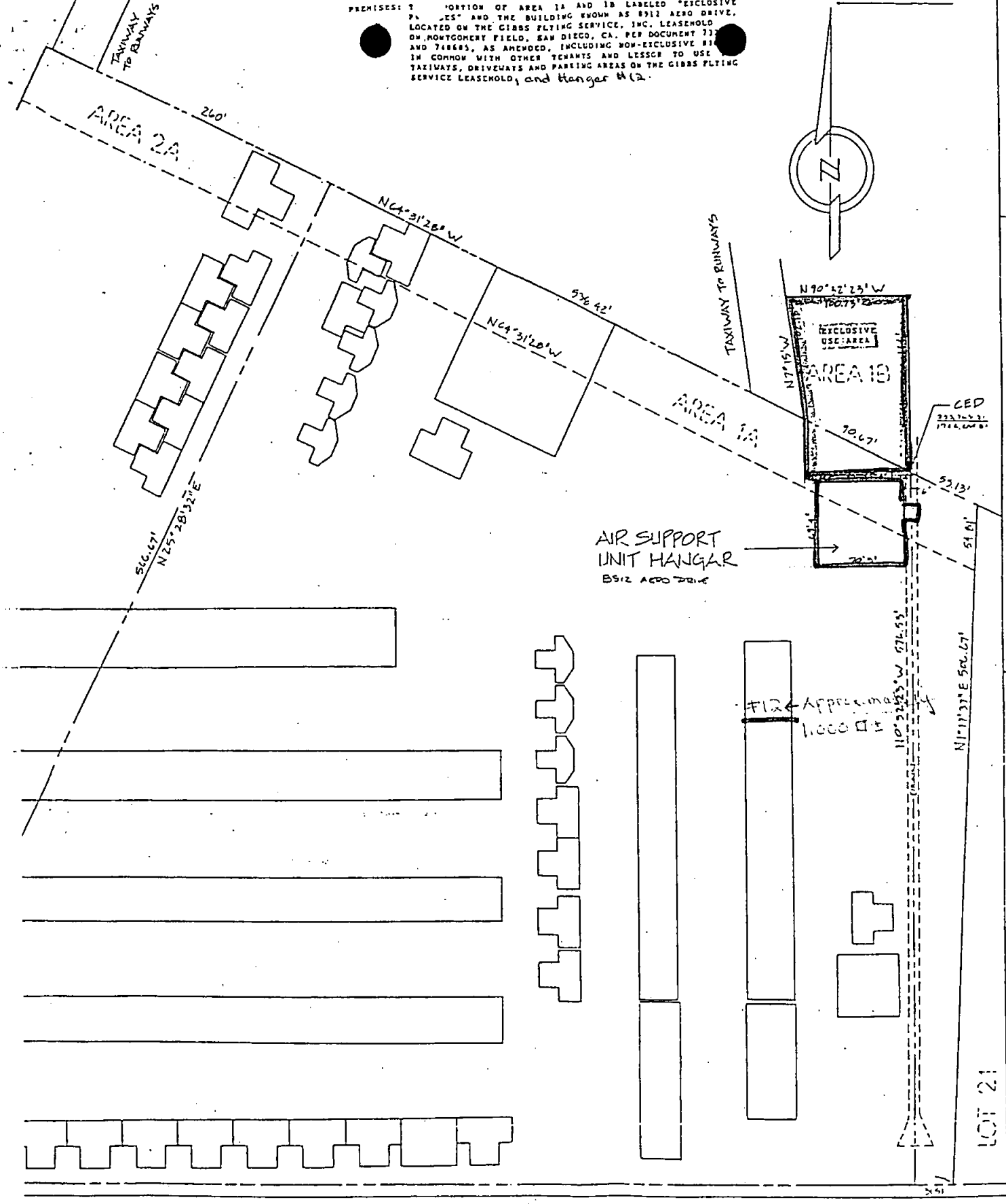
PREMISES: A PORTION OF AREA 1A AND 1B LABELED "EXCLUSIVE USE AREA" AND THE BUILDING KNOWN AS 8912 AERO DRIVE, LOCATED ON THE GIBBS FLYING SERVICE, INC. LEASEHOLD ON MONTGOMERY FIELD, SAN DIEGO, CA. PER DOCUMENT 732 AND 748683, AS AMENDED, INCLUDING NON-EXCLUSIVE RIGHT IN COMMON WITH OTHER TENANTS AND LESSOR TO USE TAXIWAYS, DRIVEWAYS AND PARKING AREAS ON THE GIBBS FLYING SERVICE LEASEHOLD, and Hanger #12.

DATE: AUG 15, 1980
DRAWN BY: L. FALKENBERG

Gibbs Flying Service, Inc.

SAN DIEGO POLICE AIR SUPPORT

SHEET



VE

PROPERTY LINE ——— 1" = 50 FT.



THE CITY OF SAN DIEGO

NOTICE TO EXERCISE LEASE OPTION

March 10, 2001

Mr. William Gibbs
Gibbs Flying Service, Inc.
8906 Aero Drive
San Diego, CA 92123

Please be advised that the City of San Diego, as Lessee, under a certain lease agreement filed in the office of the City clerk as Document RR-273254 for property described therein, does hereby exercise its option to extend the lease term for a one-year period, commencing on July 1, 2001, in accordance with Section 1.5 Options to Extend of the Lease, as amended. The lease extension is contingent upon City Council approving the lease rent expenditure in the Fiscal Year 2002 Budget for the City of San Diego's Police Department.

CITY OF SAN DIEGO

Date: 3/27/01 By: [Signature]
San Diego Police Department

Approved as to form and legality this 1st day of March, 2001.

CASEY GWINN, City Attorney

By: [Signature]
Deputy City Attorney





THE CITY OF SAN DIEGO

NOTICE TO EXERCISE LEASE OPTION

June 2, 2000

Mr. William Gibbs
Gibbs Flying Service, Inc.
8906 Aero Drive
San Diego, CA 92123

Please be advised that the City of San Diego, as Lessee, under a certain lease agreement filed in the office of the City Clerk as Document RR-273254 for property described therein, does hereby exercise its option to extend the lease term for a one-year period, commencing on July 1, 2000, in accordance with Section 1.5 Options to Extend of the Lease, as amended. The lease extension is contingent upon City Council approving the lease rent expenditure in the Fiscal Year 2001 Budget for the City of San Diego's Police Department.

CITY OF SAN DIEGO

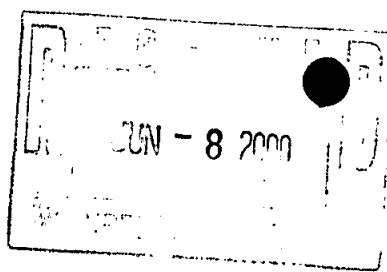
Date: 6/8/00 By: D. Bureau
San Diego Police Department

Approved as to form and legality this 6th day of June, 2000.

CASEY GWINN, City Attorney

By: Debra J. Lewis
Deputy City Attorney





D. Drake
m/s 14

(R-2000-1190)

RESOLUTION NUMBER R- 293182

ADOPTED ON MAY 30 2000

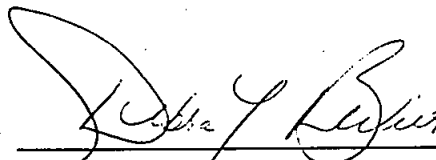
WHEREAS, The City of San Diego, a municipal corporation, ("City") leases land at Montgomery Field Airport to Gibbs Flying Service, Inc., a California corporation, ("Gibbs") by a long-term lease agreement. Gibbs owns the improvements on the leasehold. By a separate lease agreement, the City leases back a helipad and two hangars from Gibbs, which are used by the City's Police Air Support Unit to operate, maintain and store its aircraft. These aircraft are used by the City's Police Department for surveillance and transportation. The lease is renewable annually at City's option until June 30, 2002, when said lease expires. The First Amendment to the City's lease from Gibbs (Document No. RR-273254) added a small hangar to the lease. The City has since acquired two additional helicopters, necessitating more hangar space to store aircraft. The new hangar space will allow the City to secure all its aircraft and protect these valuable assets from vandalism, theft, and weather. The additional hangar will also give the Police Air Support Unit better access to all of its aircraft and eliminate the need to move aircraft around before responding to emergencies, thus improving response time; and

WHEREAS, the City and Gibbs have now negotiated a Second Amendment to Lease Agreement whereby Hangar No. 201 will be added to the City's leasehold, and the City's rent will be increased from \$3,993.12 to \$4,278.12 per month. The rent will be further adjusted by CPI rent adjustment on July 1, 2000 and annually thereafter, resulting in a total annual rent not to exceed \$53,000 for FY 2001; NOW, THEREFORE,

BE IT RESOLVED, by the Council of The City of San Diego, that the City Manager is authorized to execute, for and on behalf of The City of San Diego, a Second Amendment to Lease Agreement with Gibbs Flying Service, Inc., a California corporation, for the leasing of an additional aircraft storage hangar, a Port-A-Port hangar known as Hangar No. 201, as set forth in that lease agreement on file in the office of the City Clerk as Document No. RR- 293182.

BE IT FURTHER RESOLVED, that the additional expenditure for FY 2000 will be \$285, and the total expenditure for FY 2001 will be in an amount not to exceed \$53,000 from the Police Seized and Forfeited Asset Fund 10118, with annual CPI rent adjustments thereafter, is hereby authorized, solely and exclusively for the purpose of providing funds for the above described lease.

APPROVED: CASEY GWINN, City Attorney

By 
Debra J. Bevier
Deputy City Attorney

DJB:cmg
04/11/00
Or.Dept:READ
Aud.Cert: 2100003
R-2000-1190
Form=leaser.frm

ORIGINAL

Second Amendment to Lease Agreement



This Second Amendment to Lease Agreement ("Amendment") is dated for reference purposes as of MAY 30 2000, 2000 ("Execution Date") by and between GIBBS FLYING SERVICE, INC., a California corporation ("Lessor"), and the CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California ("Lessee") with reference to the facts set forth below.

RECITALS

- A. Lessor and Lessee entered into that certain Lease Agreement dated April 17, 1989 (the "Lease") providing for the lease of an air support hangar, office, and related services by the City of San Diego Police Department, with such premises having a street address of 8912 Aero Drive, San Diego (the "Police Department Premises"). The Lease, as amended by the First Amendment dated July 1, 1997, provides for the leasing of Hangar No. 12 at Gibbs Flying Service as a part of the Police Department Premises.
- B. The Lease, as amended, is due to expire by its terms on June 30, 2000. Two additional one year options to extend the lease term hereby remain.
- C. Lessor and Lessee desire to provide for the leasing of an additional aircraft storage hangar, a Port-A-Port hangar known as "Hangar No. 201" pursuant to the Lease thereby, all on the terms and conditions as set forth in this Amendment.

NOW, THEREFORE, in consideration of the Recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as set forth below.

- 1. Description of Premises. The following is added to Section 1.1 of the Lease, as amended, entitled "Premises".

"In addition to the Police Department Premises as described in the Lease, as amended, which is currently occupied and leased by the Lessee pursuant to the Lease, commencing on the first day of the month following execution by Lessee, ("Second Amendment Effective Date") Lessor hereby also leases to Lessee and Lessee leases from Lessor, on all the

- 4) The following is added to Section 4.1 of the Lease entitled "Conduct of Business";

The Lease is amended by substituting "Hangar No. 12" with "Hangar No. 12 and 201" throughout the Lease.

- 5) Lease in Full Force and Effect. Lessee and Lessor hereby agree and acknowledge that the Lease, as modified by this Second Amendment, is in full force and effect and that the Lease, as modified by the First and this Second Amendment, contains the entire agreement of the parties with respect to the leasing of the Premises.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Second Amendment as of the date first above written.

LESSOR:

GIBBS FLYING SERVICE, INC.

By: William S. Gibb

Its: President

LESSEE:

THE CITY OF SAN DIEGO

By: [Signature]

Its: Real Estate Assets Director

Approved as to form and legality this 6th day of March, 2000.

By: [Signature]

Deputy City Attorney

terms and conditions hereof, Hangar No. 201, which is part of Lessor's fixed base operation at Montgomery Field, to be utilized for the storage of aircraft and appurtenances in accordance with the terms of this Lease. From and after the Second Amendment Effective Date, all references in the Lease to the "Premises" shall include the Police Department Air Support Unit Hangar at 8912 Aero Drive, Hangar No. 12 and Hangar No. 201."

2) Options to Extend. Section 1.5 of the Lease, entitled ~~Option to Extend~~ is hereby amended by the deletion of the last paragraph of the section, as further defined below, and the following substituted thereof.

Deleted: "Lessor further acknowledges.....to the Police Department Premises."

Added "Lessor further acknowledges and agrees that Lessee may exercise any option to extend as to all of the Police Department Premises (8912 Aero Drive, Hangar No. 12 and Hangar No. 201) or, only as to the Police Department Air Support Hangar and either or no individual aircraft hangar, provided, however, that if at any time Lessee fails to exercise an option to extend as to Hangar No. 12 or Hangar No. 201, Lessee shall have no further right or option to lease that hangar for which the option was not exercised."

3) Base Rent. The following is added to Section 2.1 of the Lease entitled "Base Rent";

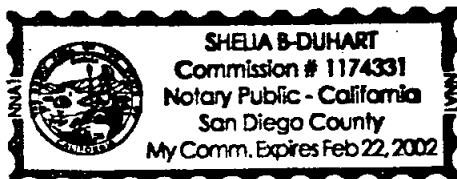
"As of the Execution Date of this Second Amendment, Lessor and Lessee acknowledge and agree that the current Base Rent with respect to the Police Department Air Support Unit Hangar, 8912 Aero Drive, is Three Thousand Seven Hundred Six Dollars and Fifty Seven Cents (\$3,706.57) and Hangar No. 12 is Two Hundred Eighty Six Dollars and Fifty Five Cents (\$286.55) for a total Base Rent of Three Thousand Nine Hundred Ninety Three Dollars and Twelve Cents (\$3,993.12). The current Base Rent with regard to Hangar No. 201 is now Two Hundred Eighty Five Dollars (\$285.00). Therefore, on the Second Amendment Effective Date, the Total Base Rent will be the sum of Four Thousand Two Hundred Seventy Eight Dollars and Twelve Cents (\$4,278.12) (the "Effective Date Total Base Rent"). The Effective Date Total Base Rent shall be subject to annual adjustments based upon the increases in the Index as described in Section 2.2 of the Lease, with the first adjustment on July 1, 2000, and each subsequent adjustment on July 1 of each ensuing year, including the option periods, if exercised."

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of San Diego
On June 13, 2000 before me, Shelia B. Duhart
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared William T. Griffith
Name(s) of Signer(s)

- ☒ personally known to me
☐ 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.



WITNESS my hand and official seal.

Shelia B. Duhart
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer
Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
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Signer's Name: _____

- ☐ Individual
☐ Corporate Officer
Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

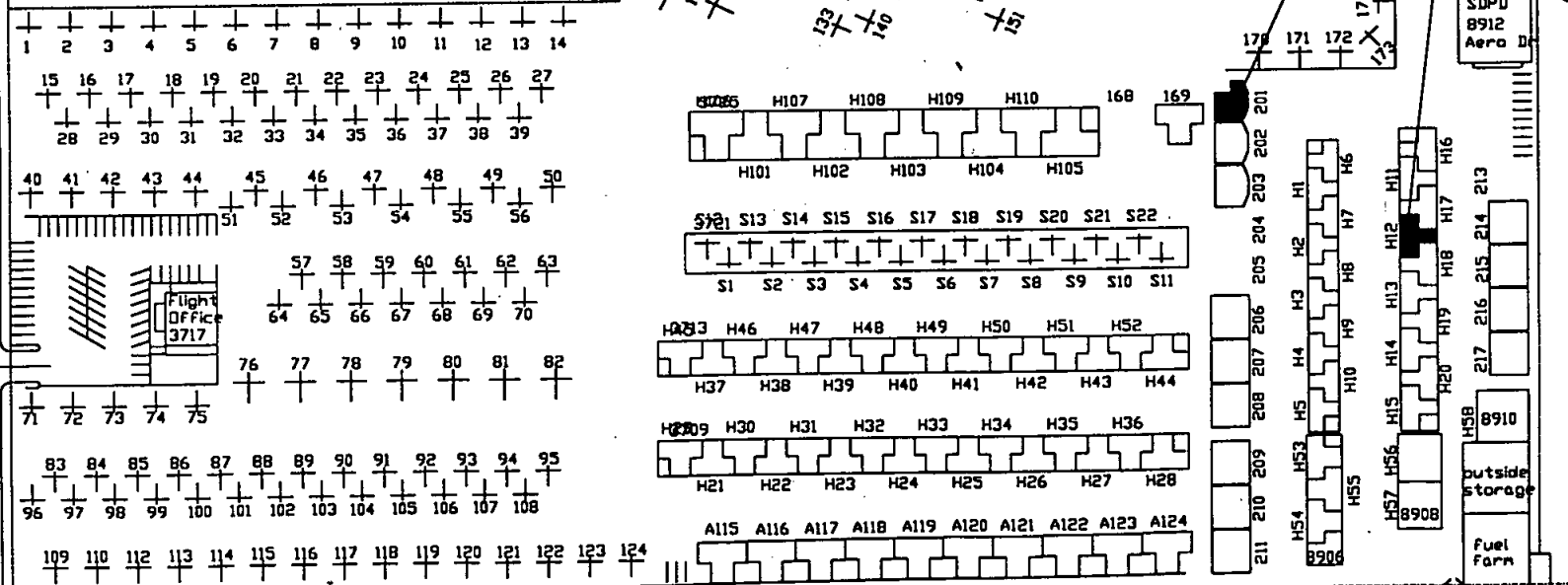
Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

San Diego Police
Air Support Unit
Hangars H12 & 201

Supplement to
Exhibit A
Police Department
Lease Agreement
Document RR-273254,
RR-289209 and
Second Amendment

John J. Montgomery Drive



AERO DRIVE

Gibbs Flying Service, Inc. Lots 1 & 2

File: 2ndamend.dwg

Mar 15, 2000

RESOLUTION NUMBER R- 293182

ADOPTED ON MAY 30 2000

WHEREAS, The City of San Diego, a municipal corporation, ("City") leases land at Montgomery Field Airport to Gibbs Flying Service, Inc., a California corporation, ("Gibbs") by a long-term lease agreement. Gibbs owns the improvements on the leasehold. By a separate lease agreement, the City leases back a helipad and two hangars from Gibbs, which are used by the City's Police Air Support Unit to operate, maintain and store its aircraft. These aircraft are used by the City's Police Department for surveillance and transportation. The lease is renewable annually at City's option until June 30, 2002, when said lease expires. The First Amendment to the City's lease from Gibbs (Document No. RR-273254) added a small hangar to the lease. The City has since acquired two additional helicopters, necessitating more hangar space to store aircraft. The new hangar space will allow the City to secure all its aircraft and protect these valuable assets from vandalism, theft, and weather. The additional hangar will also give the Police Air Support Unit better access to all of its aircraft and eliminate the need to move aircraft around before responding to emergencies, thus improving response time; and

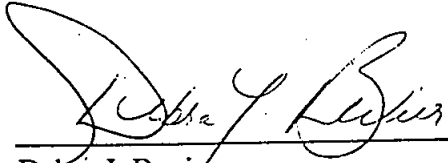
WHEREAS, the City and Gibbs have now negotiated a Second Amendment to Lease Agreement whereby Hangar No. 201 will be added to the City's leasehold, and the City's rent will be increased from \$3,993.12 to \$4,278.12 per month. The rent will be further adjusted by CPI rent adjustment on July 1, 2000 and annually thereafter, resulting in a total annual rent not to exceed \$53,000 for FY 2001; NOW, THEREFORE,

BE IT RESOLVED, by the Council of The City of San Diego, that the City Manager is authorized to execute, for and on behalf of The City of San Diego, a Second Amendment to Lease Agreement with Gibbs Flying Service, Inc., a California corporation, for the leasing of an additional aircraft storage hangar, a Port-A-Port hangar known as Hangar No. 201, as set forth in that lease agreement on file in the office of the City Clerk as Document No. RR- 293182.

BE IT FURTHER RESOLVED, that the additional expenditure for FY 2000 will be \$285, and the total expenditure for FY 2001 will be in an amount not to exceed \$53,000 from the Police Seized and Forfeited Asset Fund 10118, with annual CPI rent adjustments thereafter, is hereby authorized, solely and exclusively for the purpose of providing funds for the above described lease.

APPROVED: CASEY GWINN, City Attorney

By


Debra J. Bevier
Deputy City Attorney

DJB:cmg
04/11/00
Or.Dept:READ
Aud.Cert: 2100003
R-2000-1190
Form=leaser.frm

Passed and adopted by the Council of San Diego on MAY 30 2000 by the following vote:

YEAS: MATHIS, WEAR, KEHOE, STEVENS, WARDEN, STALLINGS, McCARTY, VARGAS, MAYOR GOLDING.

NAYS: NONE

NOT PRESENT: NONE

AUTHENTICATED BY:

SUSAN GOLDING

Mayor of The City of San Diego, California

CHARLES G. ABDELNOUR

City Clerk of The City of San Diego, California

(SEAL)

By: Esther Ramos, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
RESOLUTION NO. R- 293182, passed and adopted by the Council of The City of San
Diego, California on MAY 30 2000.

CHARLES G. ABDELNOUR

City Clerk of The City of San Diego, California

(SEAL)

By: Esther Ramos, Deputy

Staple To Lease
Gibbs + SDPD
Air Support

CITY OF SAN DIEGO
M E M O R A N D U M

DATE: March 29, 2001
TO: Buzz Gibbs
FROM: Diana L. Drake, Property Agent, MYF
SUBJECT: Notice to Exercise Option to Renew Police Lease (attached)

Buzz,
The Police wish to extend the lease one additional year. Please send me your acceptance in writing.
Please also let me know in writing as soon as possible what the rent will be for this period.
Thanks.



Diana L. Drake,
Property Agent, MYF



THE CITY OF SAN DIEGO

NOTICE TO EXERCISE LEASE OPTION

March 10, 2001

Mr. William Gibbs
Gibbs Flying Service, Inc.
8906 Aero Drive
San Diego, CA 92123

Please be advised that the City of San Diego, as Lessee, under a certain lease agreement filed in the office of the City clerk as Document RR-273254 for property described therein, does hereby exercise its option to extend the lease term for a one-year period, commencing on July 1, 2001, in accordance with Section 1.5 Options to Extend of the Lease, as amended. The lease extension is contingent upon City Council approving the lease rent expenditure in the Fiscal Year 2002 Budget for the City of San Diego's Police Department.

CITY OF SAN DIEGO

Date: 3/27/01 By: [Signature]
San Diego Police Department

Approved as to form and legality this 1st day of March, 2001.

CASEY GWINN, City Attorney

By: [Signature]
Deputy City Attorney



R+I

CITY OF SAN DIEGO
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Thanks.


Diana L. Drake,
Property Agent, MYF

CITY of SAN DIEGO
MEMORANDUM

RECEIVED

MAR 06 1990

PROPERTY DEPT.

FILE NO: 447
DATE: March 5, 1990
TO: Bill Svensson, Agent - Property Department
FROM: Cliff Resch, Lieutenant - Police Field Operations
SUBJECT: Option to Extend Lease, Police Air Support Hangar

It is the intention of the Police Department to exercise our option to extend the lease on the hangar at Montgomery Field. The Department's Air Support Unit will continue to operate from there and an extension until May 31, 1992 is requested.



Cliff Resch, Lieutenant
Field Operations

CR:JA:ww
hangar lease

CITY OF SAN DIEGO	
PROPERTY DEPT.	
☐	DIRECTOR
☐	DEPUTY MANAGER
☒	FILE COPY
☐	CHRON. COPY
☐	ORIGINATOR

March 7, 1990

File: City/Gibbs Flying Service

Mr. William Gibbs
Gibbs Flying Service
8606 Aero Drive
San Diego, CA 92123

Re: Exercise of Option to Extend Lease (Document No. RR-273254)

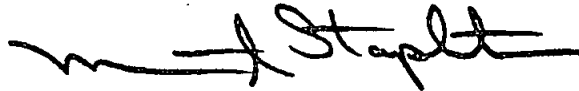
Dear Mr. Gibbs:

This letter is our official notice that the City of San Diego wishes to extend the above lease as per Article I, Section 1.5.

The extension period will be for two (2) years, commencing on June 1, 1990 and terminating on May 31, 1992.

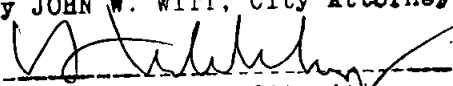
If you have any questions, please contact Bill Svensson, Property Agent, at 236-7073.

Sincerely,

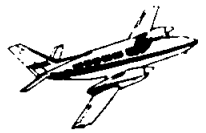


Maureen A. Stapleton
Deputy City Manager

MAS:CVS:cwg (43-1)

APPROVED as
to form by JOHN W. WITT, City Attorney
By 
Deputy City Attorney

RECEIVED
MAR 13 1990
PROPERTY DIRECTOR



Gibbs FLYING SERVICE, Inc.

8906 AERO DRIVE
MONTGOMERY FIELD
SAN DIEGO, CA 92123
(619) 277-0310.

March 26, 1990

RECEIVED

MAR 27 1990

PROPERTY DEPT.

Bill Svensson, Property Agent
City of San Diego
202 C Street
San Diego, Ca. 92101

Re: Exercise of Option to Extend Lease (Document No. RR-273254)
8912 Aero Drive, Air Support Unit Hangar

Dear Mr. Svensson,

I have received a letter dated March 7, 1990 as an official notice from the City exercising the option to extend the above lease for a two year term. The option term shall commence June 1, 1990 and terminate May 31, 1992 unless extended by exercising additional options.

I am very pleased that the City exercised this option and look forward to continuing our excellent relationship.

Sincerely,

Gibbs Flying Service, Inc.

William E. Gibbs