

**FIRST AMENDMENT TO
FLAT RATE GROUND LEASE FOR GROUND SPACE WITHIN THE AREA
REFERRED TO AS MARIGOLD**

THIS FIRST AMENDMENT TO FLAT RATE GROUND LEASE FOR GROUND SPACE WITHIN THE AREA REFERRED TO AS MARIGOLD ("Amendment") is made and entered into by and between THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), LOUISA PORTER, ("Original Lessee"), and DAVID W. BRENNAN, ("New Lessee") to be effective as of the date this Amendment is executed by the parties and approved by the San Diego City Attorney (the "Amendment Effective Date"). The Original Lessee and the New Lessee shall be hereafter referred to collectively and individually as "LESSEE."

RECITALS

WHEREAS, general aviation has been an important aspect of the Montgomery-Gibbs Executive Airport ("Airport") since its inception; and

WHEREAS, CITY and Original Lessee executed that certain FLAT RATE GROUND LEASE FOR GROUND SPACE WITHIN THE AREA REFERRED TO AS MARIGOLD, dated as effective on July 1, 2017, and on file with CITY's Real Estate Assets Department ("Lease"), for the lease of ground space 3D in parcel 5B of Marigold, as further set forth therein.

WHEREAS, Original Lessee wishes to add New Lessee as lessee pursuant to the Lease.

WHEREAS, unless otherwise defined herein, capitalized terms as used in this Amendment shall have the same meanings as given therefor in the Lease

NOW THEREFORE, for valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

AGREEMENT

1. The preamble of the Lease is hereby **DELETED** in its entirety and **REPLACED** with the following:

"THIS LEASE AGREEMENT ('Lease') is hereby executed between THE CITY OF SAN DIEGO, a California municipal corporation, hereinafter called 'CITY,' and LOUISA PORTER, an individual, and DAVID W. BRENNAN, an individual, hereinafter called collective and individually as 'LESSEE,' to be effective July 1, 2017 (the 'Effective Date') when signed by the parties and approved by the San Diego City Attorney."

2. "LESSEE's Name" in SECTION A of the Lease is hereby **DELETED** in its entirety and **REPLACED** with the following:

"LESSEE's Name: Louisa Porter and David W. Brennan"

3. Section 11.1(a) of the Lease is hereby **DELETED** in its entirety and **REPLACED** with the following:

Any notice required or permitted to be given under this Lease shall be in writing and may be served personally or by United States mail, postage prepaid, addressed to LESSEE or CITY at the addresses designated below:

CITY:

Airports Deputy Director
Montgomery-Gibbs Executive Airport
3750 John J Montgomery Dr. MS 14
San Diego, CA 92123

LESSEE:

Louisa Porter and David W. Brennan
3064 Curlew Street
San Diego, CA 92103

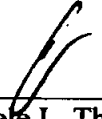
4. Except as set forth in this Amendment, all other terms and conditions of the Lease not addressed in this Amendment shall remain in full force and effect. Any conflict between the terms and conditions of this Amendment and those of the Lease shall be resolved in favor of the terms and conditions of this Amendment.

*****THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK*****

IN WITNESS WHEREOF, this Amendment is executed by CITY, acting by and through its Mayor or his designee, and by LESSEE, acting through its legally authorized representative.

THE CITY OF SAN DIEGO, a California
municipal corporation

Date 3/18/20

By 
Cybele L. Thompson
Director, Real Estate Assets Department

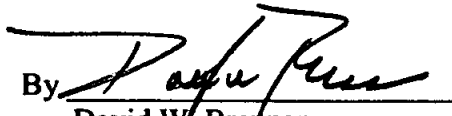
LOUISA PORTER

Date March 11, 2020

By 
Louisa Porter

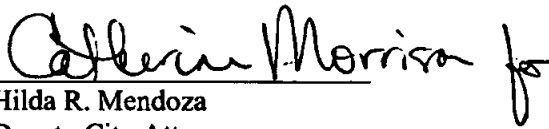
DAVID W. BRENNAN

Date 03.12.2020

By 
David W. Brennan

Approved as to form this 24th day
of April, 2020.

MARA W. ELLIOTT, City Attorney

By 
Hilda R. Mendoza
Deputy City Attorney