

**FIRST AMENDMENT TO
CITY OF SAN DIEGO
MONTGOMERY-GIBBS EXECUTIVE AIRPORT
MONTH-TO-MONTH FLAT RATE HANGAR LEASE**

THIS FIRST AMENDMENT to CITY OF SAN DIEGO MONTGOMERY-GIBBS EXECUTIVE AIRPORT MONTH-TO-MONTH FLAT RATE HANGAR LEASE ("Amendment") is made and entered into by and between the CITY OF SAN DIEGO, a California municipal corporation, herein called "CITY", and GRAHAM STERLING POCOCK and BRANDON L. HEESS, herein called "LESSEE", to be effective as of November 1, 2021 (Amendment Effective Date), when signed by the parties and approved by the San Diego City Attorney.

RECITALS

A. CITY owns that certain real property described as Lot 8A consisting of approximately 2.8 acres of land which consists of 36 individual hangars that are leased on a month-to-month basis and a CITY-owned office/maintenance hangar containing 9,250 square feet located at 8620 Gibbs Dr., San Diego, CA 92123, and commonly known as Montgomery-Gibbs Executive Airport, as more particularly depicted and described in that certain City of San Diego Montgomery-Gibbs Executive Airport Month-to-Month Flat Rate Hangar Lease, effective April 15, 2020 (the "Lease").

B. In accordance with the Lease, LESSEE leases hangar No.35.

C. On November 1, 2021, LESSEE moved from hangar No.35 to hangar No.3.

D. CITY and LESSEE desire to amend the Lease to reflect the change in hangar space and rental rate.

E. Unless otherwise defined herein, capitalized terms as used in this amendment shall have the same meanings as given therefore in the Lease.

F. By this reference, the above Recitals are hereby incorporated into, and made a part of the Lease.

G. NOW THEREFORE, in consideration of the above recitals, the mutual promises contained herein, and other valuable consideration the sufficiency and receipt of which is acknowledged, the parties agree as follows:

AGREEMENT

1. Section 1.1 of the Lease is hereby **DELETED** in its entirety and **REPLACED** with the following:

“1.1 Premises.

CITY hereby leases to LESSEE and LESSEE leases from CITY the CITY-owned property identified as hangar No. 3 (the “Premises” or “Leased Premises”), as further identified on **Exhibit A: Leased Premises** attached hereto and by this reference made part of this Lease. The Premises is approximately 810 sq. ft. and is located at 8620 Gibbs Drive, San Diego, CA 92123 within Lot 8A of the Airport.”

2. Section 3.2 of the Lease is hereby **DELETED** in its entirety and **REPLACED** with the following:

“3.2 Rent.

- a. Rent Amount. The initial monthly flat-rate rent beginning on the Effective Date of this Lease is Four Hundred Dollars and Zero cents (\$400.00) and shall increase commencing on November 1, 2021 to Four Hundred - Fifty Dollars and Zero Cents (\$450.00) (Rent). Said Rent is subject to annual adjustments as described below.
- b. Annual Adjustments. Each year, prior to the anniversary date of this Lease, the monthly Rent shall be reviewed to determine if any increase is warranted.”

3. Section 3.4 of the Lease is hereby **DELETED** in its entirety and **REPLACED** with the following:

“3.4 Security Deposit.

A security deposit shall be paid to the CITY by LESSEE in the sum of Nine Hundred Dollars and Zero Cents (\$900.00) before the Amendment Effective Date. All or any portion of the principal sum of the security deposit shall be available unconditionally to CITY for correcting any default or breach of this Lease by LESSEE, LESSEE’s successors or assigns, or for payment of expenses incurred by CITY as a result of LESSEE’s failure to faithfully perform all terms, covenants, and conditions of this Lease.

The security deposit, and all increases thereto, shall take one of the forms set out below:

- a. Cash. Cash deposits shall be deposited with CITY, and CITY shall not be liable to LESSEE for any interest thereon. Provided further, any interest earned by CITY from such deposit or redeposit shall be and remain the property of CITY.
- b. Instrument(s) of Credit. An instrument(s) of credit from one or more financial institutions, subject to regulation and insurance by the state or federal government, shall pledge that the funds are on deposit and guaranteed for payment

and agree that any or all funds shall be paid to CITY upon demand by CITY. The financial institution and the form of any instrument pledging the funds must be approved by CITY.

LESSEE will maintain the required security deposit throughout the Term. Failure to do so shall be considered a default and is grounds for immediate termination of this Lease.

In the event CITY utilizes all or any portion of the security deposit, LESSEE shall reimburse the deposit within ten (10) days of notice from CITY to bring the security deposit up to the full specified amount.

The security deposit or any balance thereof will be returned to LESSEE in compliance with applicable law following expiration or earlier termination of this Lease.

The security deposit may be increased by CITY proportionate to any increased performance or rental liability of LESSEE upon sixty (60) days prior written notice from CITY of such required increase."

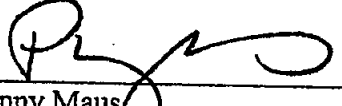
4. Except as set forth in this Amendment, all other terms and conditions of the Lease not addressed in this Amendment shall remain in full force and effect. Any conflict between the terms and conditions of this Amendment and those of the Lease shall be resolved in favor of the terms and conditions of this Amendment.
5. Counterparts. This Amendment may be executed in any number of counterparts, and each of which when so executed shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument.

*****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 11-2-21

By 
Penny Maus
Director, Real Estate Assets Department

Date 10-28-21

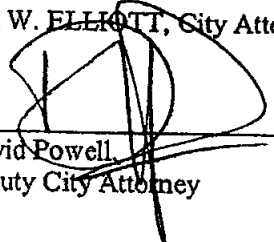
Tenant
By 
Graham Sterling Pocock

Date 10-27-21

By 
Brandon Heess

Approved as to form this 19th day
of November, 2021.

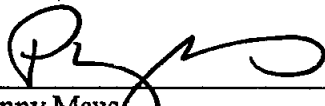
MARA W. ELLIOTT, City Attorney

By 
David Powell
Deputy City Attorney

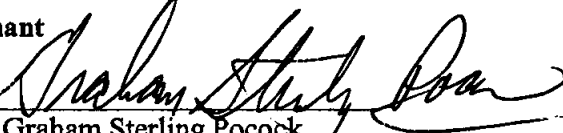
IN WITNESS WHEREOF, this Amendment is executed by CITY, acting by and through its Mayor or his designee, and by LESSEE, acting through its legally authorized representative.

THE CITY OF SAN DIEGO, a California
municipal corporation

Date 11-2-21

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Penny Maus
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Tenant
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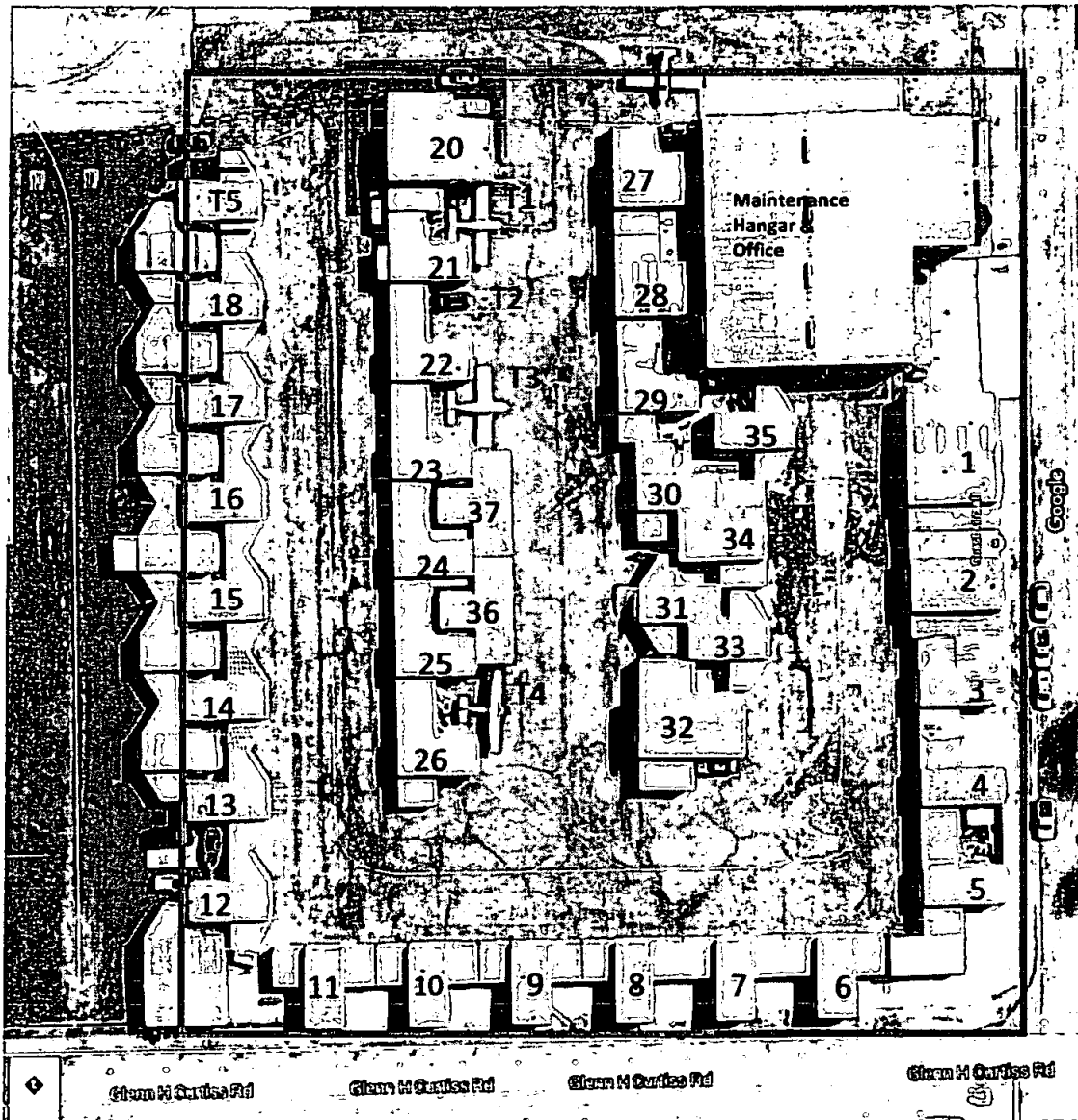
Approved as to form this ____ day
of _____, 2021.

MARA W. ELLIOTT, City Attorney

By _____
David Powell,
Deputy City Attorney

Leased Premises

Exhibit A



4/23/2020

Attachment B

Environmental Determination (NORA)	
Environmental Planner	Elena Pascual (EPascual@saniego.gov)
Environmental Determination	This activity is categorically exempt from CEQA pursuant to CEQA Guidelines Section 15301 (Existing Facilities).
Date NORA Posted	05/24/2018
Date NORA Removed	06/13/2018



Date of Notice: May 24, 2018

NOTICE OF RIGHT TO APPEAL

ENVIRONMENTAL DETERMINATION

PLANNING DEPARTMENT

PROJECT NAME/NUMBER: Month-to-Month Hangar Lease for Lot 8A at Montgomery-Gibbs Executive Airport

COMMUNITY PLAN AREA: Kearny Mesa

COUNCIL DISTRICT: District 6

LOCATION: Montgomery-Gibbs Executive Airport within Lot 8A at 8620 Gibbs Drive, San Diego, CA 92123

PROJECT DESCRIPTION: Month-to-Month Flat Rate Hangar Lease Agreement for thirty-six (36) T-Hangars and five (5) tiedown ground spaces located on Lot 8A at Montgomery-Gibbs Executive Airport. The premises are leased to Lessee(s) solely for aircraft storage and not for the operation of any commercial enterprise. Routine aircraft maintenance performed on the premises will be limited to "Non-commercial Maintenance." Fueling of any type of aircraft while located in a hangar is prohibited.

ENTITY CONSIDERING PROJECT APPROVAL: City of San Diego

ENVIRONMENTAL DETERMINATION: This activity is categorically exempt from CEQA pursuant to CEQA Guidelines Section 15301 (Existing Facilities).

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

STATEMENT SUPPORTING REASON FOR ENVIRONMENTAL DETERMINATION:

The City of San Diego conducted an environmental review that determined the project would not have the potential for causing a significant effect on the environment pursuant to State CEQA Guidelines Section 15301 (Existing Facilities) which consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration 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 effects 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.