ORIGINAL

# FIRST AMENDMENT TO FLAT RATE PARCEL GROUND LEASE

# AND

# RIGHT OF ENTRY LICENSE AGREEMENT

# BROWN FIELD MUNICIPAL AIRPORT (SDM)

# SAN DIEGO, CALIFORNIA

**PARCEL: C-23**

**LESSOR: CITY OF SAN DIEGO**

**LESSEE: SAN DIEGO AIRPARK LLC**

DOCUMENT NO RR-314287-24
FILED AUG 02 2022
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

**FIRST AMENDMENT TO FLAT RATE PARCEL GROUND LEASE**

**AND RIGHT OF ENTRY LICENSE AGREEMENT BETWEEN**

**THE CITY OF SAN DIEGO AND SAN DIEGO AIRPARK, LLC**

**PARCEL: C-23**

THIS FIRST AMENDMENT TO FLAT RATE PARCEL GROUND LEASE AND RIGHT OF ENTRY LICENSE AGREEMENT ("Amendment") for Parcel C-23 is entered into by and between the CITY OF SAN DIEGO, a California municipal corporation ("CITY"), as lessor and licensor, and SAN DIEGO AIRPARK, LLC, a Delaware limited liability company ("LESSEE"), as lessee and licensee, 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").

**RECITALS**

A. CITY owns that certain real property consisting of approximately 331 acres of unimproved land (the "Property") located at Brown Field Airport, as depicted on the attached Exhibit I.

B. Pursuant to that certain Flat Rate Parcel Ground Lease and Right of Entry License Agreement between CITY and Metropolitan Airpark LLC, on file with the San Diego City Clerk as Document No. RR-312021-23 ("Lease"), LESSEE, as successor in interest to Metropolitan Airpark LLC, has the right to lease Parcel C-23, as more particularly described and depicted as "Lot 23" on the attached Exhibit A and Exhibit B respectively.

C. LESSEE and CITY now desire to amend the Lease to update the Federal Aviation Administration ("FAA") requirements in section 19.1.

**FOR VALUABLE CONSIDERATION,** the sufficiency of which is acknowledged, the parties agree as follows:

1. Section 19.1 FAA covenants and reservation of rights, of the Lease is hereby **DELETED** in its entirety and **REPLACED** with the following:

   19.1 FAA Lease and Use Agreement Provisions. LESSEE shall conform to the FAA Lease and Use Agreement Provisions set forth in Revised Exhibit D, attached hereto. Said FAA lease and use agreement provisions are subject to amendment by CITY in its sole discretion.

2. Exhibit D is hereby **DELETED** in its entirety and **REPLACED** with the Revised Exhibit D, attached to this Amendment.

3. 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.

**IN WITNESS WHEREOF,** CITY and LESSEE have duly executed this Amendment with the intent that the parties hereto shall be bound by the terms and conditions of the entirety of this Amendment.

**LESSEE:**

**SAN DIEGO AIRPARK, LLC,**

a Delaware limited liability company

By: IRG San Diego Airpark, LLC,

a Delaware limited liability company, its Manager

By: _____

John A. Mase
Chief Executive Officer

**CITY:**

**CITY OF SAN DIEGO,**

a California municipal corporation

By: _____

Name: Penny Maus, Director
Department of Real Estate and Airport Management

Approved as to form this 9th day of September, 2022.

MARA W. ELLIOTT, City Attorney

By: _____

Name: William Witt

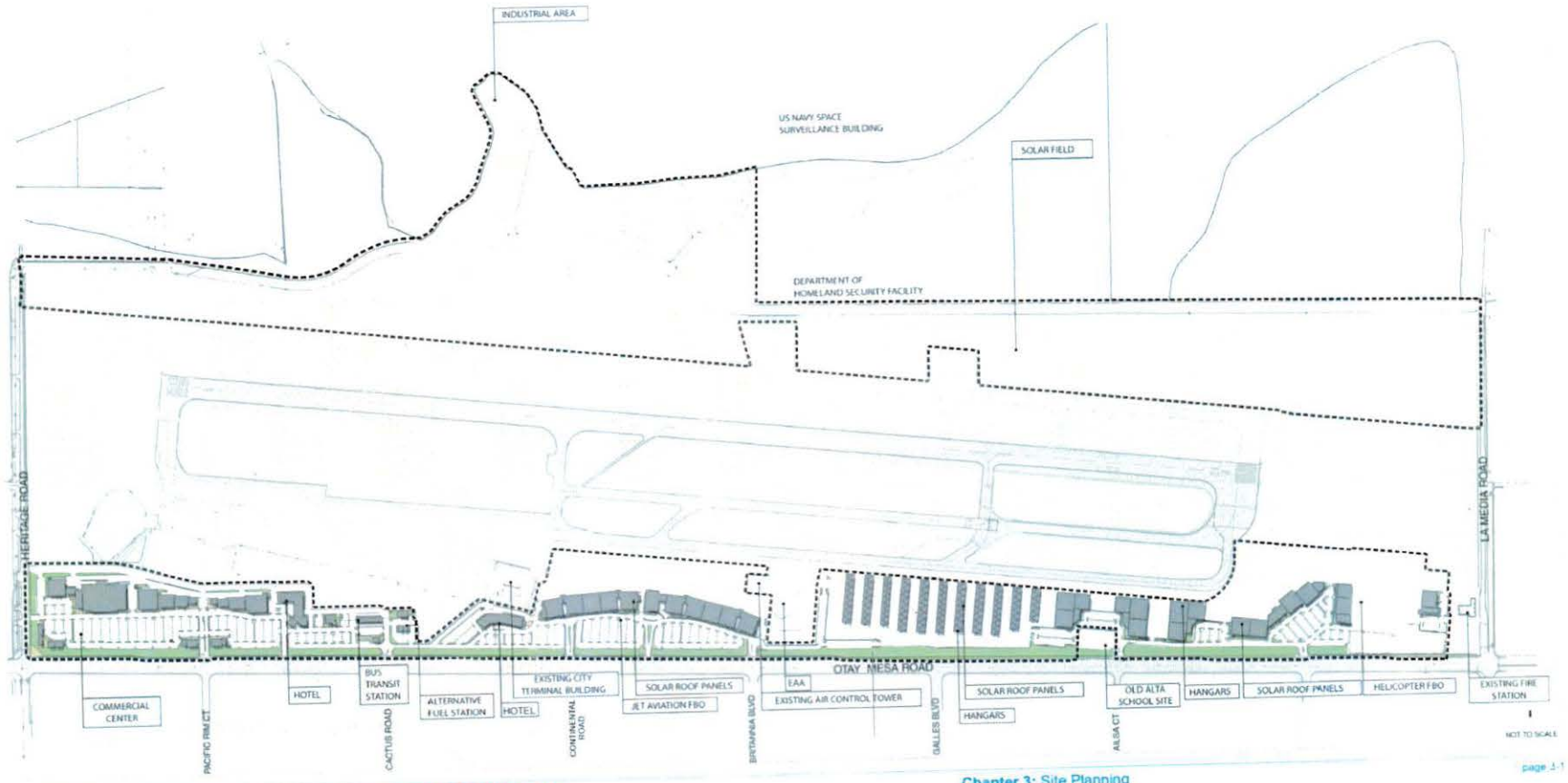
Title: Deputy City Attorney

R-314287

# EXHIBIT I
# SITE PLAN

## SITE PLANNING

### Master Site Plan



## EXHIBIT A:

## DEPICTIONS AND LEASE DESCRIPTIONS OF THE "PROPERTY" AND THE "PREMISES"

Lot 23 of "Metropolitan Air Park" in the City of San Diego, County of San Diego, State of California, according to sheet no. 9 of the Map thereof.

The above described lot contains approximately 3.02 acres.

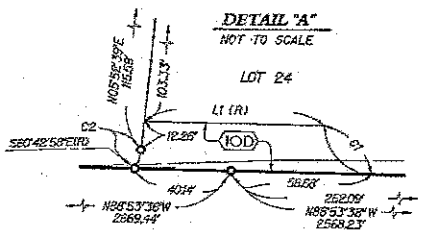
**EXHIBIT B:**

[Located behind this cover page.]

# MAP NO.

**SHEET 9 OF 18 SHEETS**

# METROPOLITAN AIR PARK




CURVE TABLE

| NAME | DELTA | RADIUS | ARC |
|---|---|---|---|
| C1 | 90° 00' 00" | 20.00' | 31.42' |
| C2 | 23° 24' 23" | 20.00' | 8.17' |

LINE TABLE

| NAME | DIRECTION | LENGTH |
|---|---|---|
| L1 | N 68° 53' 38" W | 75.50' |
| L2 | N 84° 01' 56" W | 64.14' |
| L3 | N 06° 00' 19" E | 36.13' |
| L4 | N 83° 59' 41" W | 4.50' |
| L5 | N 51° 00' 19" E | 20.28' |
| L6 | N 83° 59' 41" W | 47.00' |
| L7 | N 51° 00' 15" E | 196.71' |
| L8 | N 88° 53' 37" W | 46.32' |
| L9 | N 1° 04' 11" E | 94.01' |





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rickengineering.com


| | | | |
|---|---|---|---|
| PROJECT NUMBER 15818B | P.T.S. NO. 319302 | I.O. NO. 23431277 | |
| T.M. WAIVER NO. XXXXX | L.C. 146 - 1769 | CCS83 1786 - 6329 | |

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**REVISED EXHIBIT D**

Federal Aviation Administration Lease and Use Agreement Provisions

**Revised Exhibit D**

**Federal Aviation Administration Lease and Use Agreement Provisions**

Definitions: (For information purposes only)

Aeronautical Activities: Any activity that involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of such operations. Activities within this definition, commonly conducted at airports, include but are not limited to air taxi and charter operations, scheduled and nonscheduled air carrier services, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, aircraft sales and services, aircraft storage, sale of aviation petroleum products, repair and maintenance of aircraft, sale of aircraft parts, parachute, glider, balloon or ultralight activities and any other activities which, because of their direct relationship to the operation of aircraft, can appropriately be regarded as aeronautical activities.

Nonaeronautical activities: These include but are not limited to ground transportation (taxis, car rentals, limousines), restaurants, barber shops, auto parking lots, non-aviation businesses, recreational facilities and any other commodities, services, or accommodations made available to the general public that are of a nonaeronautical nature.

Assurance: A provision contained in a federal grant agreement with which the recipient of federal airport development assistance has voluntarily agreed to comply in consideration of the assistance provided.

Exclusive Right: A power, privilege, or other right excluding or debarring another from enjoying or exercising a like power, privilege, or right. An exclusive right can be conferred by express agreement, by the imposition of unreasonable standards or requirements, or by any other means. Such a right conferred on one or more parties but excluding others from enjoying or exercising a similar right or rights, would be an exclusive right.

Federal Obligation: Used in the context of a federal grant program, federal airport development assistance, land transfers, or other federal aid. It refers to an airport sponsor's legal duty and responsibility to comply with the terms of conveyance instruments and grant agreements.

Minimum Standards: The qualifications or criteria which may be established by an airport owner as the minimum requirements that must be met by businesses engaged in on-airport aeronautical activities for the right to conduct those activities.

Revenue Diversion: The use of airport revenue for purposes other than the capital or operating cost of the airport, the local airport system, or other local facilities owned or operated by the airport owner or operator and directly and substantially related to the air transportation of passengers or property.

Self-Sustaining: The requirement to maintain a schedule of charges for use of the airport, which will make the airport as self-sustaining as possible under the circumstances existing at the airport.

a) For aeronautical users, reasonable rates and charges that reflect the sponsor's cost of providing aeronautical services and facilities are satisfactory.

b) For nonaeronautical users, rates and charges must be based on the fair market value of the services and facilities provided.

PROVISIONS:

1. The lessee agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the lessee transfers its obligation to another, the transferee is obligated in the same manner as the (tenant/concessionaire/lessor).

This provision obligates the lessee for the period during which the property is owned, used or possessed by the lessee and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

2. The following clauses will be included in lease or license entered into by the City of San Diego pursuant to the provisions of the Airport Improvement Program grant assurances.

A. The lessee for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to lease, in the event of breach of any of the above Nondiscrimination covenants, the City of San Diego will have the right to terminate the lease and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the lease had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the City of San Diego will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the City of San Diego and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

3. The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the City of San Diego pursuant to the provisions of the Airport Improvement Program grant assurances.

A. The lessee for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the lessee will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

B. With respect to the lease, in the event of breach of any of the above nondiscrimination covenants, the City of San Diego will have the right to terminate the lease and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, the City of San Diego will there upon revert to and vest in and become the absolute property of the City of San Diego and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI)

**The airport sponsor shall insert the paragraph above in all airport contracts, leases, subcontracts, subleases and other agreements at all tiers.**

(Additional information regarding civil rights and disadvantaged business enterprise obligations can be obtained from the FAA Civil Rights Office or https://www.faa.gov/airports/aip/procurement/federal_contract_provisions/.)

4. The airport owner/sponsor reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or views of the lessee

and without interference or hindrance.

5. The airport owner/sponsor reserves the right, but shall not be obligated to the lessee, to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport, together with the right to direct and control all activities of the lessee in this regard.

6. This lease shall be subordinate to the provisions and requirements of any existing or future agreement between the airport owner/sponsor and the United States, relative to the development, operation, or maintenance of the airport. Failure of the lessee or any occupant to comply with the requirements of any existing or future agreement between the lessor and the United States, which failure shall continue after reasonable notice to make appropriate corrections, shall be cause for immediate termination of lessee's rights hereunder.

7. There is reserved to the airport owner/sponsor, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the leased premises. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through said airspace or landing at, taking off from, or operating on the airport premises.

8. The lessee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the leased premises or in the event of any planned modification or alteration of any present or future building or structure situated on the leased premises. This requires the submission of FAA Form 7460-1, *Notice of Construction or Alteration* to the FAA.

9. The lessee by accepting this lease agreement expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or building nor permit object of natural growth or other obstruction on the land leased hereunder above a height as determined by the application of the requirements of Title 14 CFR Part 77. In the event the aforesaid covenants are breached, the owner reserves the right to enter upon the land hereunder and to remove the offending structure or object or cut the offending natural growth, all of which shall be at the expense of the lessee.

10. The lessee by accepting this lease agrees for itself, its successors and assigns that it will not make use of the leased premises in any manner which might interfere with the landing and taking off of aircraft or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the owner reserves the right to enter upon the premises hereby leased and cause the abatement of such interference at the expense of the lessee.

11. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of U.S. Code 40103 (e) and

47107(a)(4).

12. This lease and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said airport or the exclusive or nonexclusive use of the airport by the United States during the time of war or national emergency.

13. The lessee will furnish services on a reasonable and not unjustly discriminatory basis to all users, and charge reasonable and not unjustly discriminatory prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

14. The lessee will conform to airport and Federal Aviation Administration safety and security rules and regulations regarding use of the airport operations area including runways, taxiways, aircraft aprons by vehicles, employees, customers, visitors, etc. in order to prevent security breaches and avoid aircraft incursions and vehicle/pedestrian deviations; will complete and pass airfield safe driving instruction program when offered or required by the airport; and will be subject to penalties as prescribed by the airport for violations of the airport safety and security requirements.

#105
08/02/2022

(R-2022-604)

RESOLUTION NUMBER R- 314287

DATE OF FINAL PASSAGE AUG 1 0 2022

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN DIEGO APPROVING A CONSENT OF TRANSFER OF RIGHTS AND AGREEMENT WITH METROPOLITAN AIRPARK, LLC AND SAN DIEGO AIRPARK, LLC RELATING TO A TOTAL OF 331 ACRES OF CITY-OWNED REAL PROPERTY AT BROWN FIELD MUNICIPAL AIRPORT, AND FIRST AMENDMENTS TO 59 FLAT RATE PARCEL GROUND LEASE AND RIGHT OF ENTRY LICENSE AGREEMENTS WITH SAN DIEGO AIRPARK, LLC RELATING TO APPROXIMATELY 207.56 ACRES OF THE PROPERTY.

WHEREAS, in 2013, the City Council authorized the Mayor to enter into a Leasehold Development Agreement (LDA) between the City and Brown Field International Business Park, LLC, filed with the Office of the City Clerk on October 22, 2013, as Document No. RR-308482, related to the lease and development of approximately 331 acres of real property (Property) at Brown Field Municipal Airport (Airport); and

WHEREAS, the LDA establishes the terms and conditions to renovate and expand the existing Airport facilities on the Property to create aviation, commercial, renewable, and industrial facilities as further described in the LDA (Project); and

WHEREAS, Brown Field International Business Park, LLC subsequently assigned its interests in the LDA to Metropolitan Airpark, LLC (MAP), as permitted under the terms of the LDA and documented in that certain City of San Diego Acknowledgement of Transfer of Rights & Agreement dated as of October 13, 2015; and

WHEREAS, Section 2.4 of the LDA requires the City Council to approve all subsequent assignments of the LDA; and

WHEREAS, consistent with the LDA, the City Council authorized the Mayor in 2018 to enter into 59 Flat Rate Parcel Ground Lease and Right of Entry License Agreements (Lease Agreements) between the City and MAP as lessee filed with the Office of the City Clerk on October 23, 2018, as Document Nos. RR-312021-1 to RR-312021-59 covering approximately 207.56 acres of the Property; and

WHEREAS, MAP now requests the City Council approve the assignment of MAP's interests in the LDA to San Diego Airpark, LLC under the terms of that certain City of San Diego Consent of Transfer of Rights and Agreement (LDA Assignment); and

WHEREAS, MAP will own a 57.2 percent interest in San Diego Airpark, LLC, while IRG San Diego Airpark, LLC (IRG) will own a 42.8 percent interest; and

WHEREAS, City staff performed due diligence on IRG and determined that IRG has the financial capability, expertise, and experience to develop and operate the Project consistent with the obligations in the LDA; and

WHEREAS, under the terms of the LDA Assignment, San Diego Airpark, LLC agrees to keep and perform all covenants, conditions, and provisions of the LDA, and the City will release MAP from its obligations under the LDA: (1) in whole, upon termination of the LDA, and (2) in part, as it pertains to the premises of each Lease Agreement only, upon satisfaction of the conditions of release set forth in each Lease Agreement related to the issuance of all certificates of occupancy for the premises subject to the Lease Agreement; and

WHEREAS, the Lease Agreements do not require City Council approval of an assignment of the lessee's interest or a change in control of the lessee, and City staff is processing an assignment of the Lease Agreements (Lease Assignments) from MAP to San Diego Airpark, LLC subject to the City Council's approval of the LDA Assignment; and

WHEREAS, the Lease Agreements incorporate standard Federal Aviation Administration (FAA) requirements related to the lease and use of the Airport; and

WHEREAS, the FAA has revised these standard requirements, which requires an update to the Lease Agreements; and

WHEREAS, City staff and San Diego Airpark, LLC have negotiated proposed amendments to the Lease Agreements (First Amendments) to incorporate the revised FAA requirements; and

WHEREAS, under the LDA authorized by the City Council in 2013, the Property is needed for the City's general aviation purposes (i.e., a valid public use), and as such, the First Amendments are not a disposition of surplus land and are not subject to the Surplus Land Act as set forth in California Government Code sections 54220 through 54234; and

WHEREAS, the Office of the City Attorney has drafted this Resolution based on the information provided by City staff (including information provided by affected third parties and verified by City staff), with the understanding that this information is complete, true, and accurate; NOW, THEREFORE,

BE IT RESOLVED, by the Council of the City of San Diego, as follows:

1. The Council approves the LDA Assignment.

2. The Mayor, or designee, is authorized and directed to sign the LDA Assignment on the City's behalf. The LDA Assignment, once fully executed, shall be placed on file in the Office of the City Clerk as Document No. RR- 314287-1.

3. The Council approves the First Amendments as specifically identified in attached Exhibit A. The Council's approval of the First Amendments shall take effect and be in force upon the Mayor, or designee, approving the Lease Assignments.

4. The Mayor, or designee, is authorized and directed to sign the First Amendments on the City's behalf.

APPROVED: MARA W. ELLIOTT, City Attorney

By */s/ William W. Witt*
William W. Witt
Deputy City Attorney

WWW:jvg
June 29, 2022
Or.Dept: READ
CC No. N/A
Doc. No.: 3018383

I certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of AUG 02 2022.

ELIZABETH S. MALAND
City Clerk

By Connie Patterson
Deputy City Clerk

Approved: 8/10/22
(date)

TODD GLORIA, Mayor

Vetoed: _____
(date)

_____
TODD GLORIA, Mayor

**EXHIBIT A:**

First Amendments to Fifty-Nine Flat Rate Parcel Ground Lease and Right of Entry License Agreements

1. First Amendment to Flat Rate Parcel Ground Lease and Right of Entry License Agreement for Parcel L-1, on file with the San Diego City Clerk as Document No. RR-314287-2.
2. First Amendment to Flat Rate Parcel Ground Lease and Right of Entry License Agreement for Parcel L-2, on file with the San Diego City Clerk as Document No. RR-314287-3
3. First Amendment to Flat Rate Parcel Ground Lease and Right of Entry License Agreement for Parcel L-3, on file with the San Diego City Clerk as Document No. RR-314287-4
4. First Amendment to Flat Rate Parcel Ground Lease and Right of Entry License Agreement for Parcel L-4, on file with the San Diego City Clerk as Document No. RR-314287-5
5. First Amendment to Flat Rate Parcel Ground Lease and Right of Entry License Agreement for Parcel L-5, on file with the San Diego City Clerk as Document No. RR-314287-6
6. First Amendment to Flat Rate Parcel Ground Lease and Right of Entry License Agreement for Parcel M-6, on file with the San Diego City Clerk as Document No. RR-314287-7
7. First Amendment to Flat Rate Parcel Ground Lease and Right of Entry License Agreement for Parcel M-7, on file with the San Diego City Clerk as Document No. RR-314287-8
8. First Amendment to Flat Rate Parcel Ground Lease and Right of Entry License Agreement for Parcel M-8, on file with the San Diego City Clerk as Document No. RR-314287-9
9. First Amendment to Flat Rate Parcel Ground Lease and Right of Entry License Agreement for Parcel M-9, on file with the San Diego City Clerk as Document No. RR-314287-10
10. First Amendment to Flat Rate Parcel Ground Lease and Right of Entry License Agreement for Parcel M-10, on file with the San Diego City Clerk as Document No. RR-314287-11
11. First Amendment to Flat Rate Parcel Ground Lease and Right of Entry License Agreement for Parcel M-11, on file with the San Diego City Clerk as Document No. RR-314287-12
12. First Amendment to Flat Rate Parcel Ground Lease and Right of Entry License Agreement for Parcel M-12, on file with the San Diego City Clerk as Document No. RR-314287-13

13. First Amendment to Flat Rate Parcel Ground Lease and Right of Entry License Agreement for Parcel M-13, on file with the San Diego City Clerk as Document No. RR-314287-14
14. First Amendment to Flat Rate Parcel Ground Lease and Right of Entry License Agreement for Parcel N-14, on file with the San Diego City Clerk as Document No. RR-314287-15
15. First Amendment to Flat Rate Parcel Ground Lease and Right of Entry License Agreement for Parcel A-15, on file with the San Diego City Clerk as Document No. RR-314287-16
16. First Amendment to Flat Rate Parcel Ground Lease and Right of Entry License Agreement for Parcel A-16, on file with the San Diego City Clerk as Document No. RR-314287-17
17. First Amendment to Flat Rate Parcel Ground Lease and Right of Entry License Agreement for Parcel A-17, on file with the San Diego City Clerk as Document No. RR-314287-18
18. First Amendment to Flat Rate Parcel Ground Lease and Right of Entry License Agreement for Parcel B-18, on file with the San Diego City Clerk as Document No. RR-314287-19
19. First Amendment to Flat Rate Parcel Ground Lease and Right of Entry License Agreement for Parcel B-19, on file with the San Diego City Clerk as Document No. RR-314287-20
20. First Amendment to Flat Rate Parcel Ground Lease and Right of Entry License Agreement for Parcel B-20, on file with the San Diego City Clerk as Document No. RR-314287-21
21. First Amendment to Flat Rate Parcel Ground Lease and Right of Entry License Agreement for Parcel B-21, on file with the San Diego City Clerk as Document No. RR-314287-22
22. First Amendment to Flat Rate Parcel Ground Lease and Right of Entry License Agreement for Parcel B-22, on file with the San Diego City Clerk as Document No. RR-314287-23
23. First Amendment to Flat Rate Parcel Ground Lease and Right of Entry License Agreement for Parcel C-23, on file with the San Diego City Clerk as Document No. RR-314287-24
24. First Amendment to Flat Rate Parcel Ground Lease and Right of Entry License Agreement for Parcel D-24, on file with the San Diego City Clerk as Document No. RR-314287-25
25. First Amendment to Flat Rate Parcel Ground Lease and Right of Entry License Agreement for Parcel D-25, on file with the San Diego City Clerk as Document No. RR-314287-26

26. First Amendment to Flat Rate Parcel Ground Lease and Right of Entry License Agreement for Parcel E-26, on file with the San Diego City Clerk as Document No. RR-314287-27
27. First Amendment to Flat Rate Parcel Ground Lease and Right of Entry License Agreement for Parcel E-27, on file with the San Diego City Clerk as Document No. RR-314287-28
28. First Amendment to Flat Rate Parcel Ground Lease and Right of Entry License Agreement for Parcel E-28, on file with the San Diego City Clerk as Document No. RR-314287-29
29. First Amendment to Flat Rate Parcel Ground Lease and Right of Entry License Agreement for Parcel E-29, on file with the San Diego City Clerk as Document No. RR-314287-30
30. First Amendment to Flat Rate Parcel Ground Lease and Right of Entry License Agreement for Parcel G-30, on file with the San Diego City Clerk as Document No. RR-314287-31
31. First Amendment to Flat Rate Parcel Ground Lease and Right of Entry License Agreement for Parcel I-31, on file with the San Diego City Clerk as Document No. RR-314287-32
32. First Amendment to Flat Rate Parcel Ground Lease and Right of Entry License Agreement for Parcel I-32, on file with the San Diego City Clerk as Document No. RR-314287-33
33. First Amendment to Flat Rate Parcel Ground Lease and Right of Entry License Agreement for Parcel I-33, on file with the San Diego City Clerk as Document No. RR-314287-34
34. First Amendment to Flat Rate Parcel Ground Lease and Right of Entry License Agreement for Parcel I-34, on file with the San Diego City Clerk as Document No. RR-314287-35
35. First Amendment to Flat Rate Parcel Ground Lease and Right of Entry License Agreement for Parcel I-35, on file with the San Diego City Clerk as Document No. RR-314287-36
36. First Amendment to Flat Rate Parcel Ground Lease and Right of Entry License Agreement for Parcel I-36, on file with the San Diego City Clerk as Document No. RR-314287-37
37. First Amendment to Flat Rate Parcel Ground Lease and Right of Entry License Agreement for Parcel I-37, on file with the San Diego City Clerk as Document No. RR-314287-38
38. First Amendment to Flat Rate Parcel Ground Lease and Right of Entry License Agreement for Parcel I-38, on file with the San Diego City Clerk as Document No. RR-314287-39

39. First Amendment to Flat Rate Parcel Ground Lease and Right of Entry License Agreement for Parcel I-39, on file with the San Diego City Clerk as Document No. RR-314287-40.
40. First Amendment to Flat Rate Parcel Ground Lease and Right of Entry License Agreement for Parcel I-40, on file with the San Diego City Clerk as Document No. RR-314287-41.
41. First Amendment to Flat Rate Parcel Ground Lease and Right of Entry License Agreement for Parcel I-41, on file with the San Diego City Clerk as Document No. RR-314287-42.
42. First Amendment to Flat Rate Parcel Ground Lease and Right of Entry License Agreement for Parcel I-42, on file with the San Diego City Clerk as Document No. RR-314287-43.
43. First Amendment to Flat Rate Parcel Ground Lease and Right of Entry License Agreement for Parcel I-43, on file with the San Diego City Clerk as Document No. RR-314287-44.
44. First Amendment to Flat Rate Parcel Ground Lease and Right of Entry License Agreement for Parcel I-44, on file with the San Diego City Clerk as Document No. RR-314287-45.
45. First Amendment to Flat Rate Parcel Ground Lease and Right of Entry License Agreement for Parcel I-45, on file with the San Diego City Clerk as Document No. RR-314287-46.
46. First Amendment to Flat Rate Parcel Ground Lease and Right of Entry License Agreement for Parcel I-46, on file with the San Diego City Clerk as Document No. RR-314287-47.
47. First Amendment to Flat Rate Parcel Ground Lease and Right of Entry License Agreement for Parcel I-47, on file with the San Diego City Clerk as Document No. RR-314287-48.
48. First Amendment to Flat Rate Parcel Ground Lease and Right of Entry License Agreement for Parcel I-48, on file with the San Diego City Clerk as Document No. RR-314287-49.
49. First Amendment to Flat Rate Parcel Ground Lease and Right of Entry License Agreement for Parcel I-49, on file with the San Diego City Clerk as Document No. RR-314287-50.
50. First Amendment to Flat Rate Parcel Ground Lease and Right of Entry License Agreement for Parcel I-50, on file with the San Diego City Clerk as Document No. RR-314287-51.
51. First Amendment to Flat Rate Parcel Ground Lease and Right of Entry License Agreement for Parcel I-51, on file with the San Diego City Clerk as Document No. RR-314287-52.

52. First Amendment to Flat Rate Parcel Ground Lease and Right of Entry License Agreement for Parcel I-52, on file with the San Diego City Clerk as Document No. RR-314287-53
53. First Amendment to Flat Rate Parcel Ground Lease and Right of Entry License Agreement for Parcel I-53, on file with the San Diego City Clerk as Document No. RR-314287-54
54. First Amendment to Flat Rate Parcel Ground Lease and Right of Entry License Agreement for Parcel I-54, on file with the San Diego City Clerk as Document No. RR-314287-55
55. First Amendment to Flat Rate Parcel Ground Lease and Right of Entry License Agreement for Parcel I-55, on file with the San Diego City Clerk as Document No. RR-314287-56
56. First Amendment to Flat Rate Parcel Ground Lease and Right of Entry License Agreement for Parcel I-56, on file with the San Diego City Clerk as Document No. RR-314287-57
57. First Amendment to Flat Rate Parcel Ground Lease and Right of Entry License Agreement for Parcel I-57, on file with the San Diego City Clerk as Document No. RR-314287-58
58. First Amendment to Flat Rate Parcel Ground Lease and Right of Entry License Agreement for Parcel I-58, on file with the San Diego City Clerk as Document No. RR-314287-59
59. First Amendment to Flat Rate Parcel Ground Lease and Right of Entry License Agreement for Parcel I-59, on file with the San Diego City Clerk as Document No. RR-314287-60

Passed by the Council of The City of San Diego on AUG 02 2022, by the following vote:

| Councilmembers | Yeas | Nays | Not Present | Recused |
|---|---|---|---|---|
| Joe LaCava | ☒ | ☐ | ☐ | ☐ |
| Jennifer Campbell | ☒ | ☐ | ☐ | ☐ |
| Stephen Whitburn | ☒ | ☐ | ☐ | ☐ |
| Monica Montgomery Steppe | ☒ | ☐ | ☐ | ☐ |
| Marni von Wilpert | ☒ | ☐ | ☐ | ☐ |
| Chris Cate | ☐ | ☐ | ☒ | ☐ |
| Raul A. Campillo | ☒ | ☐ | ☐ | ☐ |
| Vivian Moreno | ☒ | ☐ | ☐ | ☐ |
| Sean Elo-Rivera | ☒ | ☐ | ☐ | ☐ |

Date of final passage AUG 10 2022.

**(Please note: When a resolution is approved by the Mayor, the date of final passage is the date the approved resolution was returned to the Office of the City Clerk.)**

AUTHENTICATED BY:

TODD GLORIA
Mayor of The City of San Diego, California.

(Seal)

ELIZABETH S. MALAND
City Clerk of The City of San Diego, California.

By Connie Patterson Deputy

Office of the City Clerk, San Diego, California

Resolution Number R- 314287

Passed by the Council of The City of San Diego on August 2, 2022, by the following vote:

| | |
|---|---|
| **YEAS:** | **LACAVA, CAMPBELL, WHITBURN, MONTGOMERY STEPPE, VON WILPERT, CAMPILLO, MORENO, & ELO-RIVERA.** |
| **NAYS:** | **NONE.** |
| **NOT PRESENT:** | **CATE.** |
| **RECUSED:** | **NONE.** |

AUTHENTICATED BY:

**TODD GLORIA**

Mayor of The City of San Diego, California

**ELIZABETH S. MALAND**

City Clerk of The City of San Diego, California

(Seal)

By: **Connie Patterson**, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true, and correct copy of RESOLUTION NO. **R-314287** approved on **August 2, 2022**. The date of final passage is **August 10, 2022**.

**ELIZABETH S. MALAND**

City Clerk of the City of San Diego, California

(Seal)

By: Connie Patterson, Deputy