ORIGINAL

THIRD AMENDMENT
TO
CITY OF SAN DIEGO
THIRD AMENDED AND RESTATED FLAT RATE LEASE

This THIRD AMENDMENT TO CITY OF SAN DIEGO THIRD AMENDED AND RESTATED FLAT RATE LEASE ("Third Amendment") is made and entered into by and between the CITY OF SAN DIEGO, a California municipal corporation ("**CITY**"), as lessor, and BROWN FIELD AVIATION VENTURES, INC., a California corporation ("**LESSEE**"), to be effective as of the date this Third Amendment is executed by the parties and approved by the City Attorney (the "**Effective Date**").

RECITALS

A. In 1996, CITY and LESSEE entered a long-term, flat rate lease for approximately 15 acres at the Brown Field Municipal Airport in the Otay Mesa community of the City of San Diego. The leased property included 15,733 square feet of office space. The City Council approved the lease by Ordinance No. 0-18361, adopted November 12, 1996.

B. CITY and LESSEE executed the First Amendment to Lease Agreement on or about March 10, 1997, adding 2.2 acres to the leased property.

C. CITY and LESSEE executed the Second Amendment to Lease Agreement on or about May 23, 1997, adding 1.78 acres of land and 3,424 square feet of office space.

D. CITY and LESSEE executed a Consent to Assignment Agreement on or about April 8, 1999, assigning 2.94 acres and 3,424 square feet of office space to Flying J Aviation.

E. CITY and LESSEE executed a Consent to Sublease Agreement on or about April 2, 2001, authorizing LESSEE to sublease the leased premises to Lancair Corporation.

F. On November 21, 2005, CITY and LESSEE entered the Third Amended and Restated Flat Rate Lease, filed with the San Diego City Clerk as Document No. RR-301059 ("**Lease**"), for a total of approximately 20.29 acres ("**Premises**"). The Lease specifically superseded the prior lease and amendments.

G. Section 2.1 of the Lease required LESSEE to make significant capital improvements to the Premises to extend the Lease Term for ten years. The Lease required Lessee to make these improvements at a cost of not less than $1,000,000 and include construction of not less than 20,000 square feet of new hangar space within ten years of the effective date of the Lease, the original deadline being December 28, 2015.

H. On or about December 11, 2015, CITY and LESSEE entered into a First Amendment to the Lease granting LESSEE a two-year extension to the deadline to complete the capital improvements required under Section 2.1 of the Lease.

DOCUMENT NO RR 314677
FILED MAR 21 2023
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

I. On December 4, 2018, CITY and LESSEE entered into a Second Amendment to the Lease, filed with the San Diego City Clerk as Document No. RR-312042, to grant LESSEE a four-year extension to complete the capital improvements required by the Lease, add a cost sharing arrangement for restroom maintenance, and incorporate standard CITY lease requirements.

J. CITY and LESSEE now wish to enter into this Third Amendment to reduce the size of the Premises by removing Parcel A consisting of approximately 1.616 acres, Parcel B consisting of approximately 0.5478 acres, and Parcel C consisting of approximately 0.1243 acres ("**Deleted Parcels**") as depicted in **Exhibit C-1** and more particularly described in **Exhibit C-2 Legal Description,** both attached to this Third Amendment, thereby terminating the Lease as applied to the Deleted Parcels. The Deleted Parcels are not being used by LESSEE and CITY desires to use them for future aviation development.

K CITY and LESSEE also agree to amend the Lease to extend the Term of the Lease for ten years, delete the requirement for the LESSEE to make significant capital improvements to the Premises, reserve a right of way to the CITY across a portion of the Premises for public access to the taxi lane, and incorporate the standard CITY lease requirements.

K. Unless otherwise defined herein, capitalized terms as used in this Third Amendment shall have the same meanings as given therefor in the Lease.

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 all of that certain real property situated at Brown Field Airport in the City of San Diego, County of San Diego, State of California, consisting of approximately 18.655 acres of land, excepting therefrom a right of way to CITY across Parcel D for public access to the taxi lane as depicted on **Revised Exhibit A-1 Premises** and more particularly described in **Revised Exhibit A-2 Legal Description**, both attached hereto and by this reference made part of this lease. Said real property is hereinafter called the "premises" or "leased premises." LESSEE accepts all "approximations" set forth in this lease as being accurate and agrees not to use any future recalculations (however determined) of the premises to attempt to adjust or otherwise affect the rents or other obligations contained in this lease. The leased premises also include all existing improvements located thereon."

2. Section 2.1 of the Lease is hereby **DELETED** in its entirety and **REPLACED** with the following:

"2.1. Commencement. The term of this lease shall be forty-five years beginning on December 1, 1996 (the first day of the month following execution of the original lease by the City Manager), and ending November 30, 2041 ("Term"). "Lease year" as used in this lease shall mean the 12-month period following commencement.

LESSEE shall have the option to extend the Term for an additional ten years (the "Option Term") by giving CITY written notice of its election to exercise its option not later than 180 days prior to the expiration of the lease Term, i.e., before May 31, 2041, provided, however, that LESSEE's right to exercise the Option Term shall be contingent upon LESSEE being in compliance with the Third Amended and Restated Flat Rate Lease, including any subsequent amendments. The rent for the Option Term shall be calculated under Section 3, Rent."

3. Section 2.2 of the Lease is hereby **DELETED** in its entirety and **REPLACED** with the following:

"2.2 Holdover. Any holding over by LESSEE after expiration of the Term shall not be considered as a renewal or extension of this lease. The continued occupancy of the premises by LESSEE after the expiration or termination of this lease shall constitute a month-to-month tenancy, and all other terms and conditions of this lease shall continue in full force and effect provided LESSEE shall, during the holdover tenancy, pay CITY monthly rent of 150% of the last monthly rent amount owed under this lease prior to the holdover tenancy."

4. Section 3.2 a Rent Amount of the Lease is hereby **DELETED** in its entirety and **REPLACED** with the following:

"3.2 a Rent Amount. The monthly rent for the premises shall be Seventeen Thousand Three Hundred Sixty-Seven Dollars ($17,367.00). The rent is subject to adjustments based on the increases, if any, in the Consumer Price Index, as defined and determined in Section 3.2.c of the lease or based on the market value adjustment of the premises as described and determined in Section 3.2.d of the Lease.

5. Section 5.2 of the Lease is hereby **DELETED** in its entirety and **REPLACED** with the following:

"5.2 Insurance. LESSEE shall deliver to CITY a current certificate of insurance and relevant endorsements for:

(a) Commercial General Liability Insurance, providing coverage for the damages due to bodily injury, including death, personal injury, and property damage with limits of at least Five Million Dollars ($5,000,000) per occurrence,

subject to an annual aggregate of at least Ten Million Dollars ($10,000,000), products and completed operations and if applicable, use of unlicensed vehicles that in any way arise from the use of the leased premises and operations of activities of the entity. Non-licensed vehicles operated on the movement area will require coverage in an amount not less than Two Million Dollars ($2,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage.

(b) Fire, extended coverage, and vandalism insurance policy on all CITY owned insurable property on the premises, in an amount to cover one hundred percent (100%) of the replacement. Any proceeds from a loss shall be payable jointly to CITY and LESSEE. The proceeds shall be placed in a trust fund to be reinvested in rebuilding or repairing the damaged property. LESSEE shall submit to the CITY recommendations and an accounting of funds used to restore the leasehold improvements. If there is a mortgage or trust deed on the leasehold in accordance with Section 4.3, Encumbrance, hereof, the proceeds may be paid to the approved mortgagee or beneficiary so long as adequate provision reasonably satisfactory to CITY has been made in each case for the use of all proceeds for repair and restoration of damaged or destroyed improvements on the premises.

(c) Automobile Liability Insurance, providing coverage for all bodily injury and property damage, with a limit of at least One Million Dollars ($1,000,000) per occurrence or Two Million Dollars ($2,000,000) per occurrence for automobiles operated on airside. Such insurance shall cover liability arising out of any vehicle (including owned, hired, and non-owned vehicles) operated on the premises. Coverage shall be written on ISO form CA 00 01 12 90, or a substitute form providing equivalent liability coverage.

(d) Workers' Compensation Insurance, as required by the laws of the State of California for all of LESSEE's employees who are subject to this lease, with Employers' Liability coverage with a limit of at least One Million Dollars ($1,000,000).

(e) Hangar Keeper's Insurance, sufficient to cover replacement cost and aircraft stored for others, but no less than Five Million Dollars ($5,000,000).

(f) Aircraft Liability Insurance, General Aircraft Operation Liability, in an amount of not less than Five Million Dollars $5,000,000 per occurrence.

(g) Environmental Liability Insurance, in an amount of not less than Two Million Dollars $2,000,000 per occurrence providing coverage for gradual, sudden and accidental discharge or spill of pollutants including first party clean up and remediation of the premises; wrongful delivery or misdelivery of fuel; loading and unloading of fuel to and from the Aboveground Storage Tank (AST) or Mobile Storage Tank (MST).

5.2.1 Additional Insureds. Under a separate endorsement [CG2010 (11/85) or equivalent form], "The City of San Diego, its elected officials, officers, employees, representatives, and agents" shall be named as additional insureds in all policies.

5.2.2 Primary and Non-Contributory. Insurance policies shall be endorsed such that the coverage is primary and non-contributory to any coverage carried or maintained by CITY. The policies shall be kept in force for the duration of the Term and any extended use. The certificate(s) of insurance shall be kept in force for the duration of the Term and any extended use.

5.2.3 Qualified Insurer(s). All insurance required by the terms of this lease must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the current AM Best Ratings Guide and which are acceptable to CITY. Non-admitted surplus lines insurers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet CITY requirements.

5.2.4 Deductibles/Retentions. All deductibles and self-insured retentions on any insurance policy are the sole responsibility of LESSEE and must be disclosed and acceptable to CITY at the time evidence of insurance is provided.

5.2.5 Continuity of Coverage. All policies shall be in effect on or before the first day of the Term, except "course of construction fire insurance" shall be in force on commencement of all authorized construction, and full applicable fire insurance coverage shall be effective upon completion of each insurable improvement. At least thirty (30) days prior to the expiration of each insurance policy, LESSEE shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the requirements of this lease.

5.2.6 Modification. To assure protection from and against the kind and extent of risk existing on the premises, CITY, at its discretion, may require the revision of amounts and coverage at any time during the Term by giving LESSEE thirty (30) days prior written notice. LESSEE shall also obtain any additional insurance required by CITY for new improvements, changed circumstances, or CITY's reasonable re-evaluation of risk levels related to LESSEE's use of the premises.

5.2.7 Accident Reports. LESSEE shall immediately report to CITY any accident causing property damage or injury to persons on the premises. Such report shall contain the names and addresses of the involved parties, a statement of the circumstances, the date and hour of the accident, the names and addresses of any witnesses, and other pertinent information.

5.2.8 Causes of Loss - Special Form Property Insurance. LESSEE shall obtain and maintain, at its sole cost, Causes of Loss - Special Form Property Insurance on all of LESSEE's insurable property on the premises, excepting wells, irrigation piping, and plant material, in an amount to cover one hundred percent (100%) of

the replacement cost. LESSEE shall deliver to CITY a certificate of such insurance."

6. Section 6.13 of the Lease is hereby **DELETED** in its entirety.

7. Section 6.14 of the Lease is hereby **DELETED** in its entirety.

8. Section 7.4 of the Lease is hereby **DELETED** in its entirety and **REPLACED** with the following:

"7.4 Nondiscrimination. This lease is made and accepted upon and subject to the covenant and condition, which will run with the land, that LESSEE or any person claiming under or through LESSEE will not establish or allow any discrimination against or segregation of any person or group of persons on account of race, color, religion, gender, gender identity, gender expression, disability, sexual orientation, marital status, national origin, ancestry, familial status or source of income in the possession, use or occupancy of the premises or in the selection, location, number, use or occupancy of tenants, subtenants or vendees in the premises."

9. Section 7.13 of the Lease is hereby **DELETED** in its entirety and **REPLACED** with the following:

"7.13 Accessibility Compliance. LESSEE will, as applicable to the premises and LESSEE's possession, use, and occupancy of the premises, comply with all accessibility requirements under Title 24 of the California Code of Regulations; the Americans with Disabilities Act of 1990 (ADA); and all other applicable state and federal laws, rules, and regulations of competent governmental authority protecting the rights of individuals with disabilities. When a conflict exists between any federal or state accessibility requirements, LESSEE will follow the most restrictive accessibility requirement (i.e., that which provides the most access). LESSEE's compliance will include without limitation the following:

a. LESSEE will not discriminate against qualified individuals with disabilities in any aspects of employment, including recruitment, hiring, promotions, conditions and privileges of employment, training, compensation, benefits, discipline, layoffs, and termination of employment.

b. No qualified individual with a disability may be excluded on the basis of disability from participation in, or be denied the benefits of, services, programs, or activities of LESSEE.

c. LESSEE will include language in each sublease which indicates the sublessee's agreement to abide by the provisions of this Section 7.13. LESSEE and each of its

sublessees will be individually responsible for their own ADA employment programs.

d. LESSEE will post a statement addressing the requirements of the ADA in a prominent place at the work site.

e. Where required by law, all improvements, fixtures, structures, or installations on the premises will comply with municipal, state, and federal accessibility requirements by bringing up to code and making accessible any areas of the premises which deny access to individuals with disabilities. All improvements and alterations will be at LESSEE's sole expense.

f. LESSEE's failure to comply with the accessibility requirements of this Section 7.13 or submitting false information in response to these accessibility requirements, or both, will be a default of this lease."

10. Section 9.24 of the Lease is hereby **DELETED** in its entirety and **REPLACED** with the following:

"9.24 Equal Benefits. LESSEE will comply with San Diego Municipal Code sections 22.4301-22.4308, as may be amended from time to time, which require lessees of CITY-owned property to offer the same employment benefits to employees with spouses and employees with registered domestic partners. By signing this lease, LESSEE certifies that it will maintain such equal benefits throughout the term of this lease. LESSEE's failure to maintain equal benefits will be a default of this lease."

11. Section 9.25 of the Lease is hereby **DELETED** in its entirety and **REPLACED** with the following:

"9.25 Equal Pay Ordinance. Unless an exception applies, LESSEE will comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. By signing this lease, LESSEE certifies that it will comply with the requirements of the Equal Pay Ordinance throughout the Term.

a. LESSEE and Sublessee Requirement. The Equal Pay Ordinance applies to any sublessee of the premises to the same extent as it would apply to LESSEE. LESSEE will require sublessees to certify compliance with the Equal Pay Ordinance in their subleases.

b. Notice Requirement. LESSEE must post a notice informing its employees of their rights under the Equal Pay Ordinance in their workplace or job site.

12. Section 9.27 is hereby **ADDED** to the Lease as follows:

"9.27 FAA Lease and Use Restrictions. LESSEE shall conform to the FAA Lease and Use Restrictions set forth in **Exhibit B** attached hereto. Said FAA Lease and Use Restrictions are subject to amendment by CITY in its sole discretion."

13. Section 11 of the Lease is hereby **DELETED** in its entirety.

14. **Exhibit A-1** and **Exhibit A-2** are hereby **DELETED** in their entirety and **REPLACED** with **Revised Exhibit A-1 Premises** and **Revised Exhibit A-2 Legal Description**, attached to this Third Amendment.

15. **Exhibit B**, attached to this Third Amendment, is hereby **ADDED** to the Lease.

16. This Third Amendment will be effective when it is signed by both parties and approved by the City Attorney in accordance with Charter section 40.

17. Authority. Each individual executing this Third Amendment on behalf of another person or legal entity represents and warrants that they are authorized to execute and deliver this Third Amendment on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions which are necessary and proper and under such legal entity's articles, charter, bylaws, or other written rules of conduct or governing agreement, and that this Third Amendment is binding upon such person or entity in accordance with its terms. Each person executing this Third Amendment on behalf of another person or legal entity represents and warrants such entity is a valid, qualified corporation, limited liability company, partnership, or other unincorporated association in good standing in its home state and that such entity is qualified to do business in California.

18. This Third Amendment terminates the Lease with respect to the Deleted Parcels. The Lease shall continue in full force and effect for the remaining Premises as revised by this Third Amendment.

19. All provisions of the Lease not addressed in this Third Amendment remain in full force and effect. Any conflict between the terms and conditions of this Third Amendment and those of the Lease shall be resolved in favor of the terms and conditions of this Third Amendment.

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

THE CITY OF SAN DIEGO, a California municipal corporation

Date: 5-9-2023

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

Date: 2/7/2023

BROWN FIELD AVIATION VENTURES, INC. a California corporation

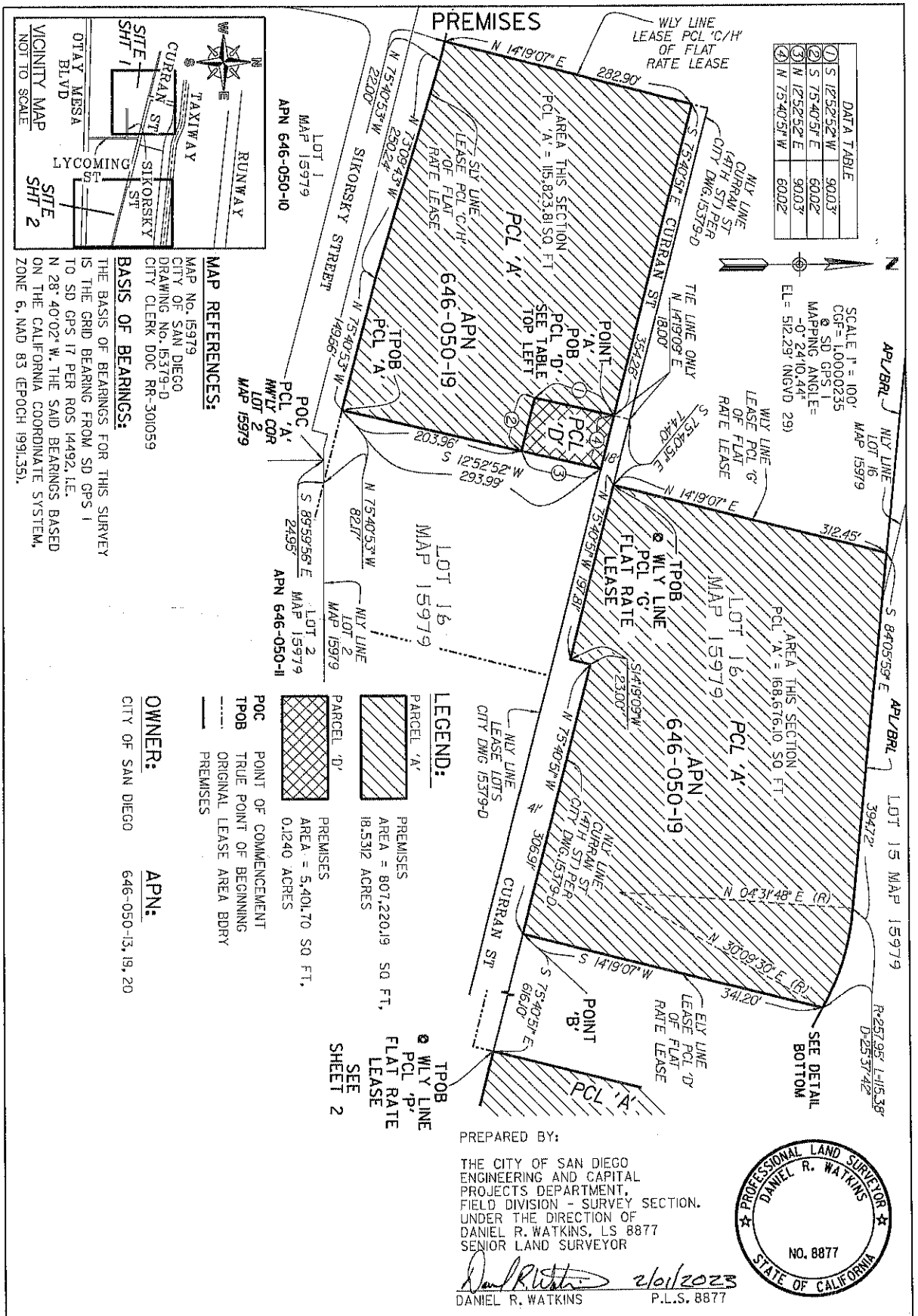
By: _____
Name: Bruce Young
Title: President

Approved as to form this 22nd day of May, 2023.
MARA W. ELLIOT, San Diego City Attorney

By: _____
Name: William Witt
Title: Deputy City Attorney

R-314677

REVISED EXHIBIT A-1



PREPARED BY:

THE CITY OF SAN DIEGO
ENGINEERING AND CAPITAL PROJECTS DEPARTMENT,
FIELD DIVISION - SURVEY SECTION.
UNDER THE DIRECTION OF
DANIEL R. WATKINS, LS 8877
SENIOR LAND SURVEYOR

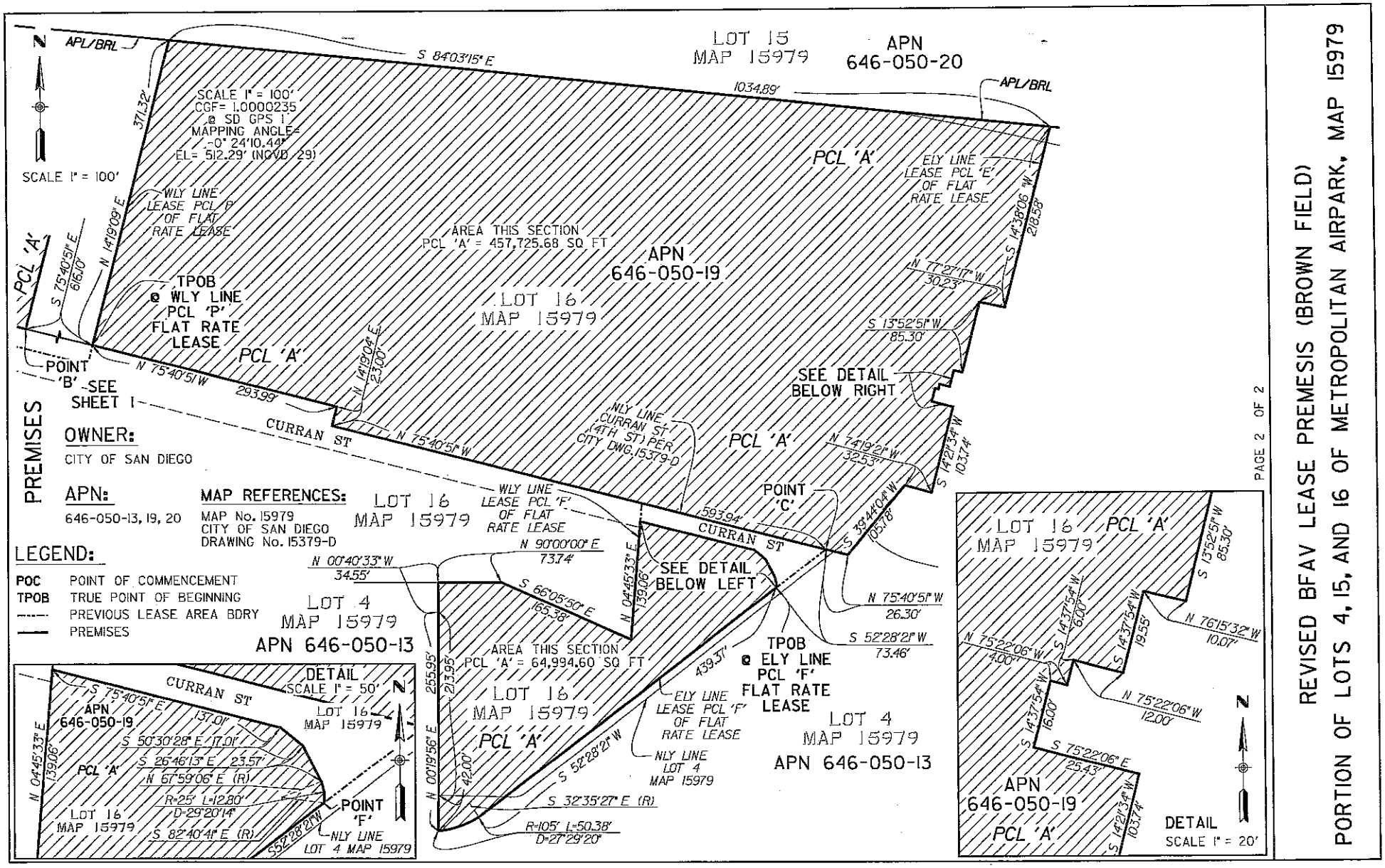
PROFESSIONAL LAND SURVEYOR
DANIEL R. WATKINS
NO. 8877
STATE OF CALIFORNIA

2/01/2023
DANIEL R. WATKINS P.L.S. 8877

REVISED BFAV LEASE PREMISES (BROWN FIELD)

PORTION OF LOTS 4, 15, AND 16 OF METROPOLITAN AIRPARK, MAP 15979

REVISED EXHIBIT A-1



REVISED EXHIBIT 'A-2'
LEGAL DESCRIPTION

APN: 646-05-13, 19, 20

Parcel 'A' (Premises)
A portion of Lot 16 of Metropolitan Air Park, in the City of San Diego, County of San Diego, State of California, according to the Map thereof No. 15979 filed in the Office of the County Recorder of said County on June 25, 2014, being more particularly described as follows:

Commencing at the northwesterly corner of Lot 2 of said Map 15979; Thence along the northerly line of said Lot 2 South 89°59'56" East 24.95 feet to a point lying on the southerly line of Parcel 'C/H' of Brown Field Aviation Ventures as described in the Third Amended and Restated Flat Rate Lease per document RR-301059 filed in the Office of the City Clerk of said City of San Diego; Thence leaving said northerly line of Lot 2 and continuing along said southerly line of Parcel 'C/H' North 75°40'53" West 82.17 feet to the **True Point of Beginning**; Thence continuing along said southerly line North 75°40'53" West 149.66 feet; Thence North 73°09'43" West 250.24 feet; Thence North 75°40'53" West 22.00 feet; Thence leaving said southerly line and continuing along the westerly line of said lease Parcel 'C/H' North 14°19'07" East 282.90 feet; Thence leaving said westerly line of Lease South 75°40'51" East 354.26 feet to a point heretofore known as **Point 'A'**; Thence South 12°52'52" West 90.03 feet; Thence South 75°40'51" East 60.02 feet; Thence South 12°52'52" West 203.96 feet to the **True Point of Beginning**.

Together with:

A portion of said Lot 16 and a portion of Lot 15 per said Map 15979 being more particularly described as follows:

Beginning at herein above described **Point 'A'**; Thence North 14°19'09" East 18.00 feet to a point lying on the northerly line of Curran Street, shown as 4th Street, according to City of San Diego Drawing thereof No. 15379-D, a copy of which is on file in the Office of the City Engineer of said City of San Diego; Thence along said northerly line of Curran Street South 75°40'51" East 74.40 feet to a point lying on the westerly line of Parcel 'G' of said Flat Rate Lease, said point being the **True Point of Beginning**; Thence leaving said northerly line of Curran Street and continuing along said westerly lease line Parcel 'G' North 14°19'07" East 312.45 feet to the southerly line of the Object Free Area as described in said Flat Rate Lease; Thence along said southerly line South 84°05'59" East 394.72 feet, to the beginning of a non-tangent 257.95 foot radius curve, concave southerly, a radial bears North 04°31'48" East; Thence easterly along said curve through a central angle of 25°37'42" a distance of 115.38 feet to a point on the easterly line of Parcel 'D' of said Flat Rate Lease; Thence leaving said southerly line of Object Free Area and continuing along said easterly line Parcel 'D' South 14°19'07" West 341.20 feet to a point lying on said northerly line of Curran Street, said point heretofore known as **Point 'B'**; Thence along said northerly line of Curran Street North 75°40'51" West 306.91 feet; Thence South 14°19'09" West 23.00 feet; Thence North 75°40'51" West 197.81 feet to the

True Point of Beginning.

Together with:

A portion of said Lots 15 and 16 being more particularly described as follows:

Commencing at hereinabove described **Point 'B'**; Thence along said northerly line of Curran Street South 75°40'51" East 616.10 feet to the **True Point of Beginning**, said point being on the westerly line of Parcel 'P' of said Flat Rate Lease; Thence along said westerly lease line North 14°19'09" East 371.32 feet to said southerly line of Object Free Area; Thence along said southerly line South 84°03'15" East 1,034.89 feet to a point on the easterly line of Parcel 'E' of said Flat Rate Lease; Thence Leaving said southerly line of Object Free Area and continuing along said easterly lease line South 14°38'06" West 218.58 feet; Thence North 77°27'17" West 30.23 feet; Thence South 13°52'51" West 85.30 feet; Thence North 76°15'32" West 10.07 feet; Thence South 14°37'54" West 19.55 feet; Thence North 75°22'06" West 12.00 feet; Thence South 14°37'54" West 6.00 feet; Thence North 75°22'06" West 4.00 feet; Thence South 14°37'54" West 16.00 feet; Thence South 75°22'06" East 25.43 feet; Thence South 14°21'34" West 103.74 feet; Thence North 74°19'21 West 32.53 feet; Thence South 39°44'04" West 105.78 feet to a point lying on northerly line of Curran Street; Thence along said northerly line of Curran Street North 75°40'51" West 26.30 feet to a point heretofore known as **Point 'C'**; Thence leaving said easterly line Parcel 'E' North 75°40'51" West 593.94 feet; Thence North 14°19'04" East 23.00 feet; Thence North 75°40'51" West 293.99 feet to the **True Point of Beginning**.

Together with:

A portion of said Lot 16 and a portion of Lot 4 of said Map 15979 being more particularly described as follows:

Commencing at hereinabove described **Point 'C'**; Thence leaving said easterly lease line Parcel 'E' and continuing along the easterly line of Parcel 'F' of said Flat Rate Lease South 52°28'21" West 73.46 feet to the **True Point of Beginning**; Thence South 52°28'21" West 439.37 feet to the beginning of a non-tangent 105.00 foot radius curve, concave northwesterly, a radial bears South 32°35'27" East; Thence leaving said easterly lease line Parcel 'F' southwesterly along said curve through a central angle 27°29'20" a distance of 50.38 feet; Thence North 00°19'56" East 42.00 feet to a point on the northerly line of said Lot 4; Thence along said northerly line Lot 4 North 00°19'56" East 213.95 feet; Thence North 00°40'33" West 34.55 feet; Thence leaving said northerly line of Lot 4 North 90°00'00" East 73.74 feet; Thence South 66°05'50" East 165.38 feet to a point on the westerly line of said Lease Parcel 'F'; Thence along said westerly line Parcel 'F' North 04°45'33" East 139.06 feet; Thence leaving said westerly line Parcel 'F' South 75°40'51" East 137.01 feet; Thence South 50°30'28" East 17.01 feet; Thence South 26°46'13" East 23.57 feet to the beginning of a non-tangent 25.00 foot radius curve, concave westerly, a radial bears North 67°59'06" East; Thence southerly along said curve through a central angle of 29°20'14" a distance of 12.80 feet to the **True Point of Beginning**.

The above described four lease areas, Parcel 'A' (Premises), contains 807,220.19 Square Feet, 18.5312 Acres.

Parcel 'D' (Premises)
A portion of said Lot 16 being more particularly described as follows:

Beginning at herein above described **Point 'A'**; Thence South 12°52'52" West 90.03 feet; Thence South 75°40'51" East 60.02 feet; Thence North 12°52'52" East 90.03 feet; Thence North 75°40'51" West 60.02 feet to the **Point of Beginning.**

The above described lease area, Parcel 'D' (Premises), contains 5,401.70 Square Feet, 0.1240 Acres.

Revised Exhibit 'A-1' attached and by this reference is made a part hereto.



Daniel R. Watkins 2/01/2023

Daniel R. Watkins LS 8877 Date
Senior Land Surveyor, Field Engineering
City of San Diego
My Registration Expires 12-31-2023

File: 21000374_BROWN_BFAV_REVISED LEASE AREA.docx
WBS 21000374 – January, 2023

Exhibit B

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 (tenant/concessionaire/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 (tenant/concessionaire/lessee) transfers its obligation to another, the transferee is obligated in the same manner as the (tenant/concessionaire/lessor).

This provision obligates the (tenant/concessionaire/lessee) for the period during which the property is owned, used or possessed by the (tenant/concessionaire/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 (deeds, licenses, leases, permits, or similar instruments) entered into by the (Title of Sponsor) pursuant to the provisions of the Airport Improvement Program grant assurances.

A. The (grantee, lessee, permittee, etc. as appropriate) 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 (grantee, licensee, lessee, permittee, etc.) 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 licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, (Title of Sponsor) will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) 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 (Title of Sponsor) 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 (Title of Sponsor) 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 (Title of Sponsor) pursuant to the provisions of the Airport Improvement Program grant assurances.

A. The (grantee, licensee, permittee, etc., as appropriate) 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 (grantee, licensee, lessee, permittee, etc.) 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 (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, (Title of Sponsor) will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, (Title of Sponsor) will there upon revert to and vest in and become the absolute property of (Title of Sponsor) 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, licensee, permittee, etc.)

and without interference or hindrance.

5. The airport owner/sponsor reserves the right, but shall not be obligated to the (lessee, licensee, permittee), 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, licensee, permittee, etc.) in this regard.

6. This (lease, license, permit, etc.) 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, licensee, permittee) 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, licensee, permittee'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, licensed, permitted) 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, licensee, permittee) 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, licensed, permitted) premises or in the event of any planned modification or alteration of any present or future building or structure situated on the (leased, licensed, permitted) premises. This requires the submission of FAA Form 7460-1, *Notice of Construction or Alteration* to the FAA.

9. The (lessee, licensee, permittee) by accepting this (lease, license, permit) 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, licensee, permittee).

10. The (lessee, licensee, permittee) by accepting this (lease, license, permit) agrees for itself, its successors and assigns that it will not make use of the (leased, licensed, permitted) 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, licensed, permitted) and cause the abatement of such interference at the expense of the (lessee, licensee, permittee).

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

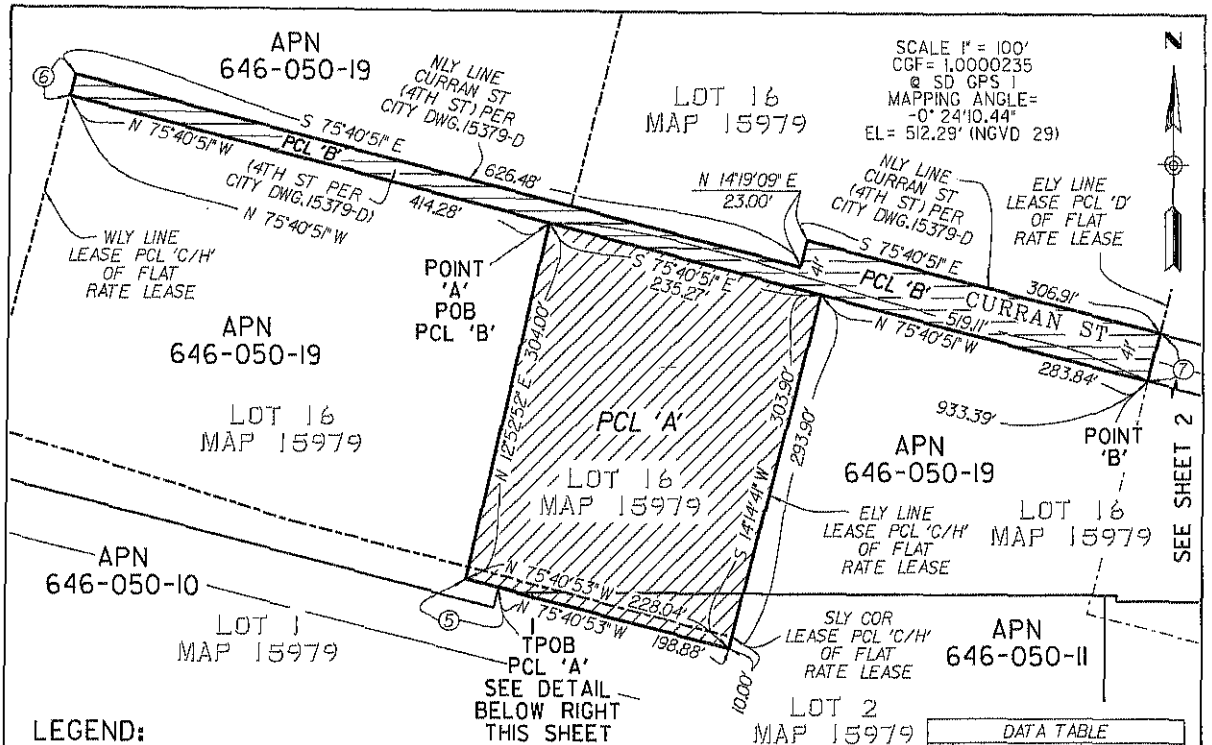
47107(a)(4).

12. This (lease, license, permit) 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, licensee, permittee) 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, licensee, permittee) 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.

EXHIBIT 'C-1' DELETED PARCELS



DATA TABLE		
	BEARING	DISTANCE
1	N 89°59'56" W	12.38'
2	N 74°49'36" W	16.56'
3	S 14°18'53" W	0.82'
4	S 14°18'53" W	17.78'
5	N 75°40'53" W	29.15'
6	N 14°19'07" E	18.00'
7	S 14°19'07" W	41.00'

LEGEND:

PARCEL 'A' — DELETED PARCEL AREA = 70,398.64 SQ FT, 1.6161 ACRES

PARCEL 'B' — DELETED PARCEL AREA = 23,860.08 SQ FT, 0.5478 ACRES

PARCEL 'C' (SHEET 2) — DELETED PARCEL AREA = 5,414.74 SQ FT, 0.1243 ACRES

POC POINT OF COMMENCEMENT
POB POINT OF BEGINNING
TPOB TRUE POINT OF BEGINNING
---- BFAV LEASEHOLD
---- NEIGHBORING LEASE AREA BDRY

OWNER:

CITY OF SAN DIEGO

APN:

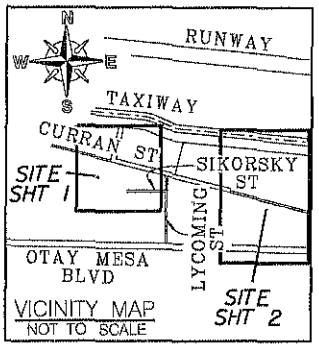
646-050-10, 11, 19

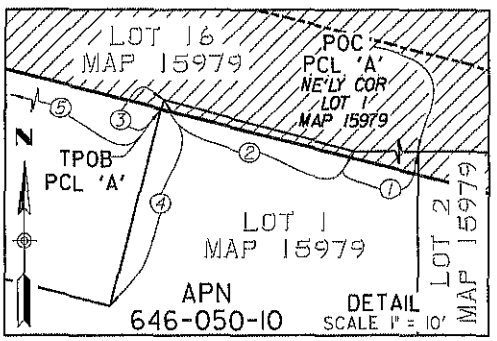
MAP REFERENCES:

MAP No. 15979
CITY OF SAN DIEGO
DRAWING No. 15379-D
CITY CLERK DOC RR 301059

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE GRID BEARING FROM SD GPS 1 TO SD GPS 17 PER ROS 14492, I.E. N 28° 40'02" W. THE SAID BEARINGS BASED ON THE CALIFORNIA COORDINATE SYSTEM, ZONE 6, NAD 83 (EPOCH 1991.35).





PREPARED BY:

THE CITY OF SAN DIEGO
ENGINEERING AND CAPITAL PROJECTS DEPARTMENT,
FIELD DIVISION - SURVEY SECTION.
UNDER THE DIRECTION OF
DANIEL R. WATKINS, LS 8877
SENIOR LAND SURVEYOR

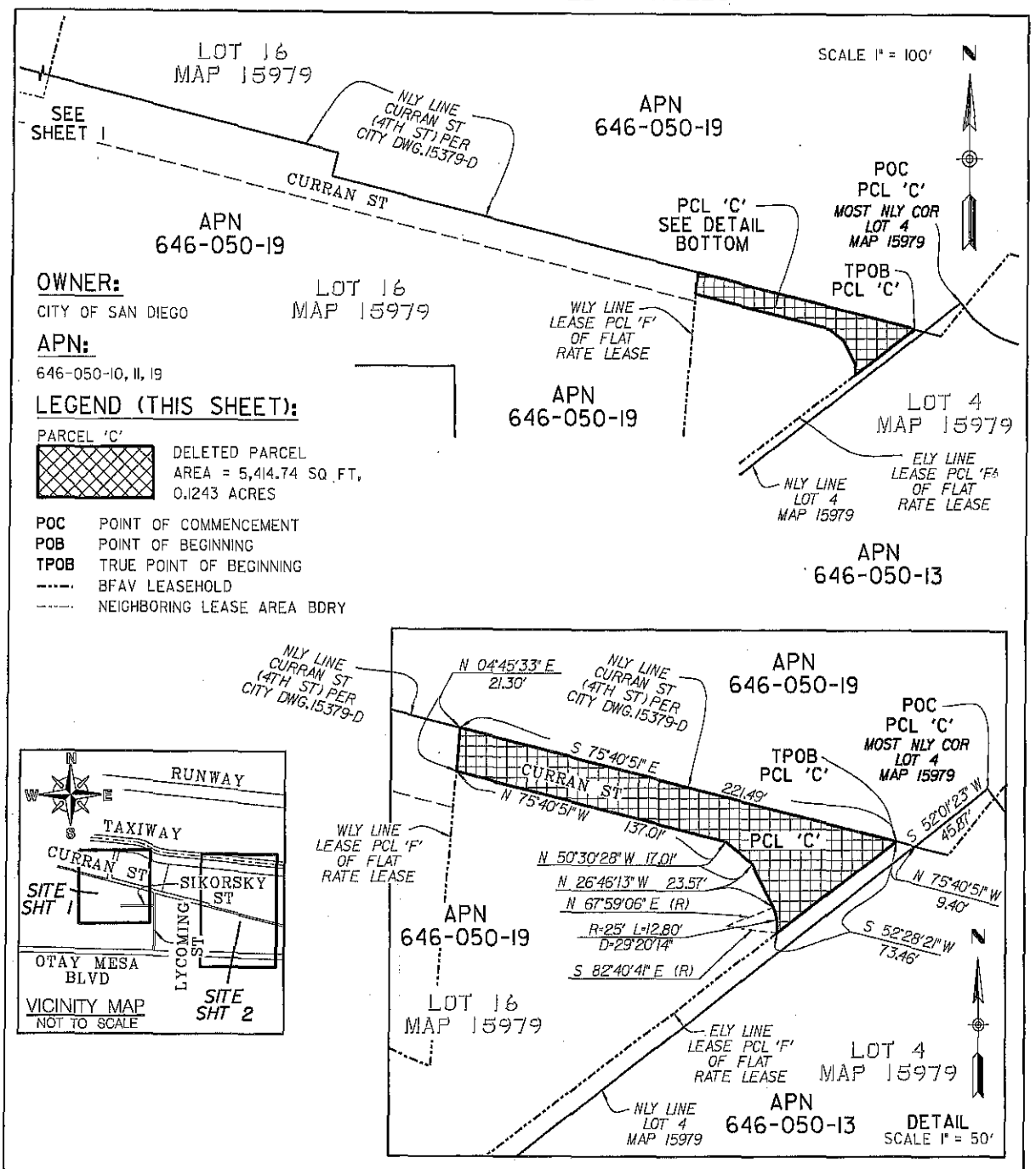
Daniel R. Watkins 2/01/2023
DANIEL R. WATKINS P.L.S. 8877

PROFESSIONAL LAND SURVEYOR
DANIEL R. WATKINS
NO. 8877
STATE OF CALIFORNIA

BFAV DELETED PARCELS (BROWN FIELD)

PORTION OF LOTS 1, 2, & 16, OF METROPOLITAN AIRPARK, MAP 15979

EXHIBIT 'C-1' DELETED PARCELS



BFAV DELETED PARCELS (BROWN FIELD)

PORTION OF LOTS 1, 2, & 16, OF METROPOLITAN AIRPARK, MAP 15979

EXHIBIT 'C-2'
LEGAL DESCRIPTION

APN: 646-05-10, 11, 19

A portion of Lots 1, 2, and 16 of Metropolitan Air Park, in the City of San Diego, County of San Diego, State of California, according to the Map thereof No. 15979 filed in the Office of the County Recorder of said County on June 25, 2014 as described in the Third Amended and Restated Flat Rate Lease with Brown Aviation Ventures filed with the Office of the City Clerk on November 21, 2005 as Document No. RR-301059, being more particularly described as follows:

Parcel 'A'
Commencing at the northeast corner of said Lot 1; Thence along the northerly line of said Lot 1 North 89°59'56" West 12.38 feet; Thence North 74°49'36" West 16.56 feet; Thence South 14°18'53" West 0.82 feet to the **True Point of Beginning**; Thence leaving said northerly line Lot 1 North 75°40'53" West 29.15 feet; Thence North 12°52'52" East 304.00 feet to a point heretofore known as **Point 'A'**; Thence South 75°40'51" East 235.27 feet, said point lying on the easterly line of Parcel 'C/H' of said Flat Rate Lease; Thence along said easterly line South 14°14'41" West 293.90 feet to the southerly corner of said Parcel 'C/H'; Thence leaving said easterly line South 14°14'41" West 10.00 feet; Thence North 75°40'53" West 198.88 feet to the **True Point of Beginning**.

The above described, Parcel 'A', contains 70,398.64 Square Feet, 1.6161 Acres.

Parcel 'B'
Beginning at hereinabove described **Point 'A'**; Thence North 75°40'51" West 414.28 feet to a point on the westerly line of said Lease Parcel 'C/H'; Thence along said westerly lease line North 14°19'07" East 18.00 feet to a point lying on the northerly line of Curran Street, shown as 4th Street, according to City of San Diego Drawing thereof No. 15379-D, a copy of which is on file in the Office of the City Engineer of said City of San Diego; Thence leaving said westerly line of lease and continuing along said northerly line of Curran Street South 75°40'51" East 626.48 feet; Thence North 14°19'09" East 23.00 feet; Thence South 75°40'51" East 306.91 feet to a point on the easterly line of Lease Parcel 'D' of said Flat Rate Lease; Thence leaving said northerly line of Curran Street and continuing along said easterly lease line South 14°19'07" West 41.00 feet; Thence along the southerly line of said Lease Parcel 'D' North 75°40'51" West 283.84 feet; Thence leaving said southerly lease line North 75°40'51" West 235.27 feet to the **Point of Beginning**.

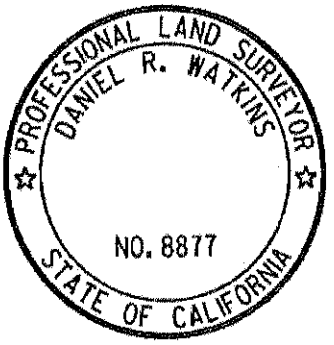
The above described, Parcel 'B', contains 23,860.08 Square Feet, 0.5478 Acres.

Parcel 'C'
Commencing at the most northerly corner of Lot 4 of said Map 15979; Thence along the northerly line of said Lot 4 South 52°01'23" West 45.87 feet to a point on said northerly line of Curran Street; Thence along said northerly line of Curran Street North 75°40'51" West 9.40 feet

to a point on the easterly line of Parcel 'F' of said Flat Rate Lease, said point being the **True Point of Beginning**; Thence leaving said northerly line of Curran Street and continuing along said easterly lease line South 52°28'21" West 73.46 feet, said point being the beginning of a non-tangent 25.00 foot radius curve, concave westerly, a radial bears South 82°40'41" East; Thence leaving said easterly lease line and continuing northerly along said curve through a central angle of 29°20'14" a distance of 12.80 feet; Thence North 26°46'13" West 23.57 feet; Thence North 50°30'28" West 17.01 feet; Thence North 75°40'51" West 137.01 feet to the westerly line of said lease Parcel 'F'; Thence along said westerly lease line North 04°45'33" East 21.30 feet to a point on said northerly line of Curran Street; Thence along said northerly line of Curran Street South 75°40'51" East 221.49 feet to the **True Point of Beginning**.

The above described, Parcel 'C', contains 5,414.74 Square Feet, 0.1243 Acres

Exhibit 'C-1' DELETED PARCELS attached and by this reference is made a part hereto.



Daniel R. Watkins LS 8877 Date
Senior Land Surveyor, Field Engineering
City of San Diego
My Registration Expires 12-31-2023

File: 21003181_BROWN_BFAV_DELETED PARCELS.docx
WBS 21003181 – January, 2023

After recording mail to:
City of San Diego
Department of Real Estate and
Airport Management
Montgomery Field Airport
3750 John J. Montgomery Drive
San Diego, CA 92123
Mail Station 14

SPACE ABOVE THIS LINE FOR RECORDER'S USE

QUITCLAIM DEED

NO DOCUMENTARY TAX DUE – R & T 11922 (amended)
Presented for record by the CITY OF SAN DIEGO

For a good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

BROWN FIELD AVIATION VENTURES, INC., a California corporation, ("Grantor"), does hereby remise, release and forever quitclaim to

CITY OF SAN DIEGO, a California municipal corporation, ("Grantee")

any and all right, title and interest of Grantor in and to the following real property, including all improvements thereon and appurtenances thereto, situated in the City of San Diego, County of San Diego, State of California, described as follows:

See Exhibit "C-1" and "C-2" for a depiction and a legal description of the property, attached to this Quitclaim Deed and made part of this Quitclaim Deed by reference.

IN WITNESS WHEREOF, Grantor has caused this Quitclaim Deed to be executed and effective upon this 7th day of February, 2023.

BROWN FIELD AVIATION VENTURES, INC.,
a California corporation

By: Bruce Young
Bruce Young
President

This is to certify that the interest in real property conveyed by this instrument to the City of San Diego, a California municipal corporation, is hereby accepted by the undersigned officer on behalf of the City of San Diego pursuant to authority conferred by Resolution No. 250320, adopted by the Council of the City of San Diego on October 1, 1979, and the transferee consents to recordation thereof by its duly authorized officer.

THE CITY OF SAN DIEGO, a California municipal corporation

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

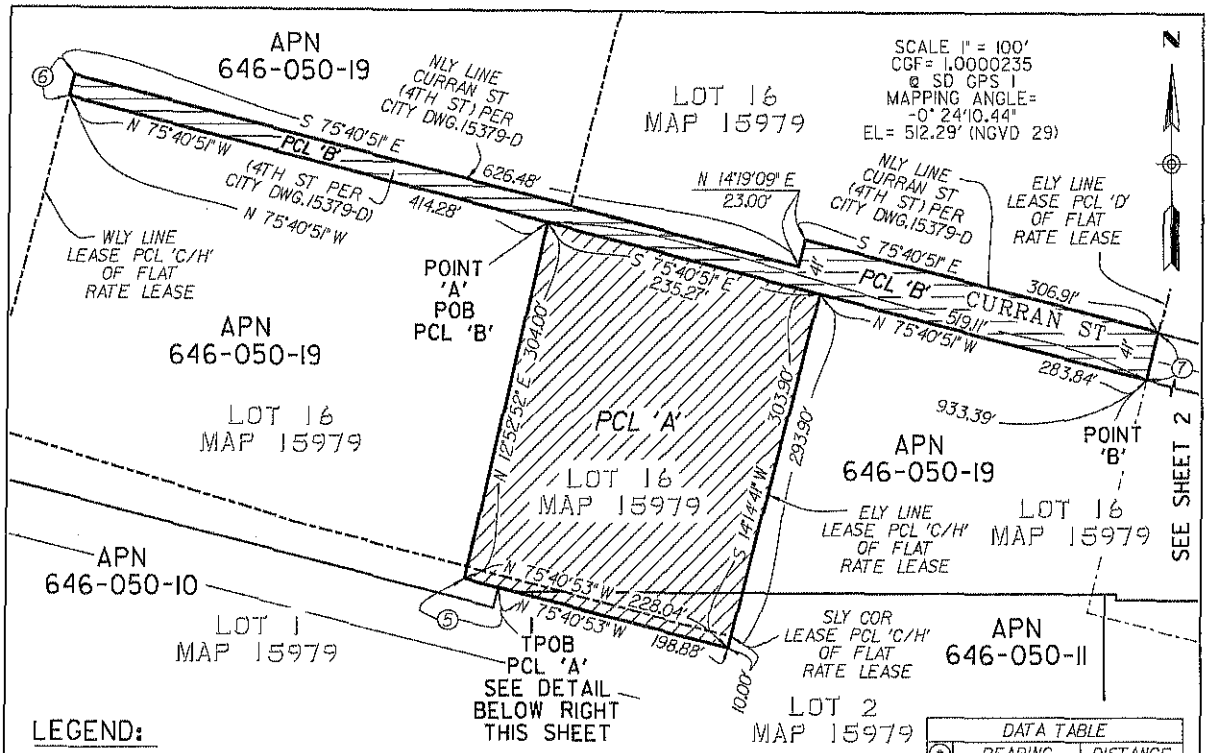
Date: 5-9-2023

Approved as to form this 22nd day of May, 2023.
MARA W. ELLIOT, San Diego City Attorney

By: _____
Name: William Witt
Title: Deputy City Attorney

R- 314677

EXHIBIT 'C-1' DELETED PARCELS



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PARCEL 'C' (SHEET 2) — DELETED PARCEL AREA = 5,414.74 SQ FT, 0.1243 ACRES

POC POINT OF COMMENCEMENT
POB POINT OF BEGINNING
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---- BFAV LEASEHOLD
---- NEIGHBORING LEASE AREA BDRY

OWNER:

CITY OF SAN DIEGO

APN:

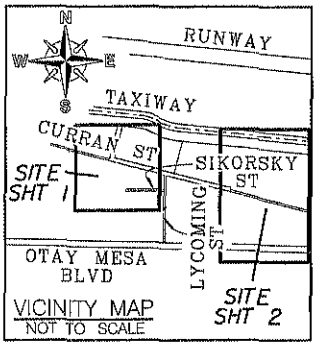
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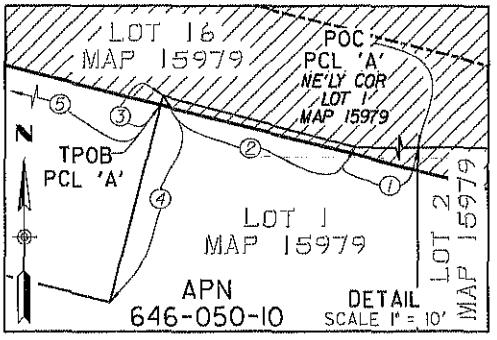
MAP REFERENCES:

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CITY CLERK DOC RR 301059

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PREPARED BY:

THE CITY OF SAN DIEGO
ENGINEERING AND CAPITAL PROJECTS DEPARTMENT,
FIELD DIVISION - SURVEY SECTION.
UNDER THE DIRECTION OF
DANIEL R. WATKINS, LS 8877
SENIOR LAND SURVEYOR

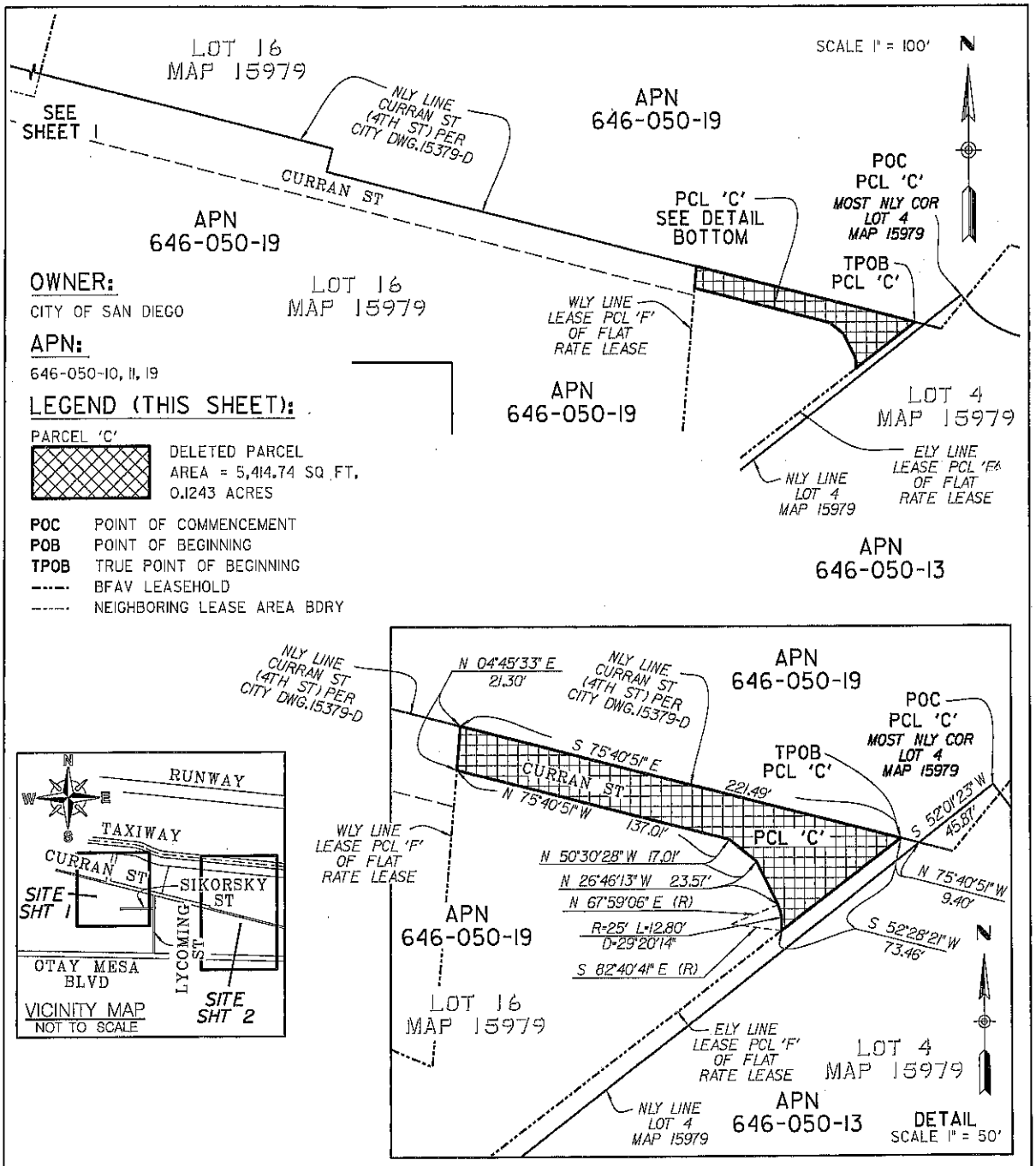
Daniel R. Watkins 2/01/2023
DANIEL R. WATKINS P.L.S. 8877

PROFESSIONAL LAND SURVEYOR
DANIEL R. WATKINS
NO. 8877
STATE OF CALIFORNIA

BFAV DELETED PARCELS (BROWN FIELD)

PORTION OF LOTS 1, 2, & 16, OF METROPOLITAN AIRPARK, MAP 15979

EXHIBIT 'C-1' DELETED PARCELS



BFAV DELETED PARCELS (BROWN FIELD)

PORTION OF LOTS 1, 2, & 16, OF METROPOLITAN AIRPARK, MAP 15979

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LEGAL DESCRIPTION

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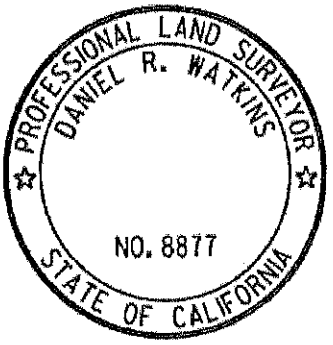
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The above described, Parcel 'C', contains 5,414.74 Square Feet, 0.1243 Acres

Exhibit 'C-1' DELETED PARCELS attached and by this reference is made a part hereto.



Daniel R. Watkins LS 8877 Date
Senior Land Surveyor, Field Engineering
City of San Diego
My Registration Expires 12-31-2023

File: 21003181_BROWN_BFAV_DELETED PARCELS.docx
WBS 21003181 – January, 2023

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego }

On Feb. 7, 2023 before me, Andrea Berlanga, Notary Public
Date *Here Insert Name and Title of the Officer*

personally appeared Bruce Eugene Young
Name(s) of Signer(s)

who 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.

ANDREA MARIE BERLANGA
Notary Public - California
San Diego County
Commission # 2406646
My Comm. Expires Jun 2, 2026

Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Andrea Berlanga
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended 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: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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#101 3/28/23

(R-2023-471)

RESOLUTION NUMBER R- 314677

DATE OF FINAL PASSAGE MAR 2 8 2023

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN DIEGO APPROVING THE THIRD AMENDMENT TO THE THIRD AMENDED AND RESTATED FLAT RATE LEASE WITH BROWN FIELD AVIATION VENTURES, INC. FOR 20.29 ACRES OF REAL PROPERTY AT BROWN FIELD MUNICIPAL AIRPORT.

WHEREAS, the City Council authorized the Mayor to enter into a long-term, flat rate lease with Brown Field Aviation Ventures, Inc. (Lessee) by Ordinance No. O-18361 adopted November 12, 1996, related to approximately 15 acres at Brown Field Municipal Airport (Airport) in the Otay Mesa community of the City of San Diego; and

WHEREAS, the City and Lessee entered into the First Amendment to Lease Agreement on or about March 10, 1997, adding 2.2 acres to the leased premises; and

WHEREAS, the City and Lessee entered into the Second Amendment to Lease Agreement on or about May 23, 1997, adding 1.78 acres of land and 3,424 square feet of office space to the leased premises; and

WHEREAS, on November 21, 2005, the City and Lessee entered into the Third Amended and Restated Flat Rate Lease (Lease) filed with the Office of the City Clerk as Document No. RR-301059 for approximately 20.29 acres (Premises), superseding the prior lease and amendments; and

WHEREAS, to extend the Lease term for ten years, the Lease required Lessee to make significant capital improvements to the Premises at a cost of not less than $1,000,000 and including construction of not less than 20,000 square feet of new hangar space within ten years of the effective date of the Lease, the original deadline being December 28, 2015; and

WHEREAS, the City and Lessee entered into a First Amendment to the Lease on or about December 11, 2015, granting Lessee a two-year extension to the deadline to complete the capital improvements required under the Lease; and

WHEREAS, the City and Lessee entered into a Second Amendment to the Lease on December 4, 2018, filed with the Office of the City Clerk as Document No. RR-312042, to grant Lessee a four-year extension to complete the capital improvements required by the Lease, add a cost sharing arrangement for restroom maintenance, and incorporate City of San Diego standard lease requirements; and

WHEREAS, Lessee submitted and received City approval of a development plan for the required capital improvements on November 16, 2020, but did not complete the improvements by the required date; and

WHEREAS, the City and Lessee have negotiated a proposed Third Amendment to the Lease (Third Amendment) to delete the requirement for the Lessee to make significant capital improvements to the Premises, reduce the size of the Premises by approximately 2.29 acres, extend the term of the Lease for ten years, reserve a right of way to the City across a portion of the Premises for public access to an Airport taxi lane, and incorporate the City's standard lease requirements; and

WHEREAS, concurrently with the Third Amendment, the City and RAMP 5 Holdings, LLC have negotiated a proposed Third Amendment to the Flat Rate Aviation Lease (RAMP 5 Third Amendment) for 3.76 acres of property (RAMP 5 Premises) located adjacent to the Premises; and

WHEREAS, the RAMP 5 Third Amendment proposes to reduce the size of the RAMP 5 Premises by approximately 1.56 acres; and

WHEREAS, as discussed in the City staff report dated March 2, 2023, the City Council will consider the Third Amendment with Lessee and the RAMP 5 Third Amendment at the same meeting; and

WHEREAS, if approved, the Third Amendment with Lessee and the RAMP 5 Third Amendment will result in a contiguous 8.3-acre parcel retained by the City for future aviation development opportunities at the Airport; and

WHEREAS, under the Lease authorized by the City Council in 2005, the Premises are needed for the City's general aviation purposes (i.e., a valid public use) in accordance with the Airport Master Plan approved for Brown Field by the City Council, and as such, the Third Amendment is not a disposition of surplus land and is 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 Third Amendment. The Council's approval of the Third Amendment shall take effect and be in force upon the Council's approval of the RAMP 5 Third Amendment.

2. The Mayor, or designee, is authorized and directed to sign the Third Amendment on the City's behalf. The Third Amendment, once fully executed, shall be placed on file in the Office of the City Clerk as Document No. RR- 314677.

APPROVED: MARA W. ELLIOTT, City Attorney

By _____
William W. Witt
Deputy City Attorney

WWW:jdf
02/22/2023
Or. Dept: DREAM
Doc. No.: 3242193

I certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of MAR 21 2023.

DIANA J.S. FUENTES
City Clerk

By _____
Deputy City Clerk

Approved: 3/27/23 _____
(date)

_____
TODD GLORIA, Mayor

Vetoed: _____
(date)

_____
TODD GLORIA, Mayor

Passed by the Council of The City of San Diego on MAR 2 1 2023, by the following vote:

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

Date of final passage MAR 2 8 2023.

(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)

DIANA J.S. FUENTES
City Clerk of The City of San Diego, California.

By _____, Deputy

Office of the City Clerk, San Diego, California

Resolution Number R- 314677

Passed by the Council of The City of San Diego on March 21, 2023, by the following vote:

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

AUTHENTICATED BY:

TODD GLORIA

Mayor of The City of San Diego, California

DIANA J. S. FUENTES

City Clerk of The City of San Diego, California

(Seal)

By: **Matthew R. Hilario**, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true, and correct copy of RESOLUTION NO. **R-314677** approved on **March 21, 2023**. The date of final passage is **March 28, 2023**.

DIANA J. S. FUENTES

City Clerk of the City of San Diego, California

(Seal)

By: _____, Deputy

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego

On May 11, 2023 *Date* before me, T.D. Morse, Notary Public *Here Insert Name and Title of the Officer*,

personally appeared Penny Maus *Name(s) of Signer(s)*,

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature T. D. Morse
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Quit Claim Deed BFAV

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
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☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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