DUPLICATE

FIRST AMENDMENT TO FLAT RATE PARCEL GROUND LEASE

THIS FIRST AMENDMENT TO FLAT RATE PARCEL GROUND LEASE ("Amendment") is made and entered into by and between the CITY OF SAN DIEGO, a California municipal corporation ("City"), and AIR CENTER MYF, LLC, a California limited liability company ("Lessee"), to be effective as of the date this Amendment is executed by the parties and approved by the San Diego City Attorney (the "Amendment Effective Date").

RECITALS

A. City owns that certain real property consisting of approximately 9.87 acres of unimproved land (the "Property") located at 3750 John J Montgomery Dr., San Diego, CA 92123, and commonly known as Montgomery-Gibbs Executive Airport (the "Airport"), as more particularly depicted and described on the attached Exhibit A: Depiction and Legal Descriptions of the "Property".

B. The Property consists of four (4) parcels identified as: 1) a 4.63-acre lot ("Parcel l"); 2) a 1.61 -acre lot ("Parcel 2"); 3) a 1.38-acre lot ("Parcel 3"); and 4) a 2.24-acre lot (the "Additional Parcel"), and as are more particularly depicted and described on the attached Exhibit A-I: "Parcel 1," Exhibit A-2: "Parcel 2," Exhibit A-3: "Parcel, 3" and Exhibit A-4: "Additional Parcel."

C. Pursuant to that certain Flat Rate Parcel Ground Lease between City and Lessee, on file with the San Diego City Clerk as Document No. RR-311540 ("Lease"), City leased Parcel 1 to Lessee and provided Lessee with the option to add Parcel 2 and/or Parcel 3 to the Premises within seven (7) years of the Commencement Date and granted Lessee a first right of refusal to add the Additional Parcel to the Premises.

D. On May 13, 2019, in accordance with Section 1.3 of the Lease, City notified Lessee, in writing, of City's desire to lease the Additional Parcel and offered Lessee the exclusive right to negotiate an amendment to the Lease to add the Additional Parcel to the Premises. Lessee did not exercise its First Right of Refusal and pursuant to Section 1.3.5, Lessee has forfeited such right.

E. The parties now desire to amend the Lease to remove a portion of the Premises for the construction of a vehicle access road and to add to the Premises additional property for access to taxiway hotel.

F. The parties also desire to amend the Lease to provide Lessee with additional time to obtain development entitlements.

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

RR-

DOCUMENT NO 312911
FILED APR 07 2020
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

H. By this reference, the above Recitals are hereby incorporated into, and made a part of 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. Recital B of the Lease is hereby **DELETED** in its entirety and **REPLACED** with the following:

> "B. The Property consists of three (3) parcels identified as: 1) a 4.72acre lot ('Parcel l'); 2) a 1.58 -acre lot ('Parcel 2'); and 3) a 1.38-acre lot ('Parcel 3'), and as are more particularly depicted and described on the attached Revised Exhibit A-1: 'Parcel 1,' Revised Exhibit A-2: 'Parcel 2,' and Exhibit A-3: 'Parcel, 3'."

2. Section 1.10 Easements and Reservations of the Lease is hereby **DELETED** in its entirety and **REPLACED** with the following:

> "1.10. Easements and Reservations. City hereby reserves all right, title, and interest in any and all subsurface natural gas, oil, minerals, and water on or within the Premises, together with the right to store and recapture water from the soils beneath the surface of the Premises.
>
> City reserves the right to grant and use easements or to establish and use rights-of-way over, under, along, and across the Premises for such utilities, thoroughfares, or access as it deems advisable for the public good. Provided however, no right reserved by City in this Section 1.10 shall be so exercised by City as to unreasonably interfere (i.e., Lessee is completely prevented from using the area affected) with Lessee's operations hereunder. City agrees that should the exercise of any of the rights reserved by City in this Section 1.10 unreasonably interfere with the use of any or all of the Premises by Lessee, the Rent shall be reduced as follows; for every full day of such unreasonable interference, City shall credit Lessee one (1) day of Rent in proportion to the area affected.
>
> City hereby reserves a right-of-way over that approximately 2,064 square feet portion of Parcel 1 as more particularly depicted and described on the attached 'Exhibit D,' for an airport roadway ('Roadway') to be used by City, and City's lessees and their sublessees, employees, invitees, guests, agents, or officers. City and Lessee agree that Lessee shall not be entitled to any compensation for the use of the Roadway, except as set forth in this Section 1.10.
>
> City has the right to enter the Premises for the purpose of making repairs to, or developing, municipal resources and services.

Any injury that may result from the percolation, storage and/or recapture of water from the soil beneath the surface of the Premises shall not be considered unreasonable interference, provided, however, that the City will reimburse Lessee for physical damages or operational damages, if any, to the improvements located on the Premises resulting from City exercising the rights reserved in this Section 1.10 provided Lessee took all reasonable measures to protect against such physical damages and operational damages. Such reimbursement may include a reduction in the Rent proportionate to the amount of physical damage or operational damage as determined by City. City will pay the costs for maintenance and repair of all City installations made pursuant to these reserved rights."

3. Section 1.17 Fuel Farm is hereby **ADDED** to the Lease as follows:

"1.17. Fuel Farm. Lessee shall store and dispense aviation fuels only from LESSEE-owned fuel tanks existing or to be constructed on the Premises ('Fuel Farm'). Said tanks shall remain the property of Lessee and shall be removed at the expiration or termination of this Lease. Lessee shall be responsible for maintaining all of Lessee's fuel tanks and the replacement, as necessary, of fuel filters and hoses. Fuel Farm tanks and dispensing vehicles shall be required to conform to all fueling and fire safety standards as contained in the Uniform Fire Code, National Fire Protection Association standards, Federal Aviation Administration Advisory Circular 150 series and Federal Air Regulations, as may be amended. Failure to maintain said Fuel Farm/fuel tanks and dispensing vehicles to fire safety standards is a breach of this Lease.

Lessee shall pay the fuel flowage fees in accordance with a schedule of fees and charges set by City of San Diego Municipal Code Section 68. It is understood and agreed that fuel flowage fees are determined by the latest approved Fee Schedule established for all leases at the airports. The fuel flowage fees schedule is subject to change by the City during the term of this Lease.

Lessee shall maintain books, records and accounts in such form and detail as the City Treasurer may require, which shall adequately and correctly reflect and account for all aviation fuels delivered to Lessee at the airport."

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

"2.1. Term. The term of this Lease shall commence on the first date of occupancy by Lessee of the Premises ("Commencement Date"), and shall continue for fifty (50) years (the "Term"). Notwithstanding the foregoing, the Commencement Date shall be no later than four (4) years from the Effective Date of this Lease. The Commencement Date shall be memorialized by City pursuant to the "Notice of

Commencement Date" as attached hereto as Exhibit C. "Lease Year" as used in this Lease shall mean the twelve (12) month period commencing on the first day of the calendar month following the Commencement Date and each succeeding 12 month period thereafter during the Term."

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

> "3.2. Rent Amount. The initial monthly rent ("Rent") for the Premises shall be Eight Thousand Nine Hundred Sixty-Eight Dollars ($8,968.00). The Rent is subject to adjustment (pursuant to the CPI Index Adjustment Dates set forth in Section 3.2. I below) based on the increases, if any, in the CPI (as defined in Section 3.2.1) or Market Value Adjustments (established as described in Section 3.3), of the Premises. All references to "acreage" are best effort approximations and shall not be used to affect the rental structure or rental amounts set forth in this Lease or to be utilized in the future."

6. Section 7.1 Indemnity of the Lease is hereby **DELETED** in its entirety and **REPLACED** with the following:

> "7.1. Indemnity. Lessee will protect, defend, indemnify, and hold City and its elected officials, officers, employees, representatives, and agents harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to Lessee's officers, employees, invitees, guests, agents, or contractors, which arise out of or are in any manner directly or indirectly connected with this Lease or Lessee's occupancy, use, development, maintenance, restoration, or improvement of the Premises, and all expenses of investigating and defending against same, including without limitation attorneys' fees and costs; provided, however, that Lessee's duty to indemnify and hold City harmless will not include any established liability arising from the sole negligence or willful misconduct of City and its elected officials, officers, employees, representatives, and agents. City may, at its own discretion, conduct the defense, or participate in the defense, of any claim related in any way to this indemnification. If City elects to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, Lessee will pay the City for all costs related thereto, including, without limitation, reasonable attorneys' fees and costs."

7. Section 12.10 Discrimination of the Lease is hereby **DELETED** in its entirety and **REPLACED** with the following:

> "12.10.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."

8. Section 12.11 Accessibility Assessment of the Lease is hereby **DELETED** in its entirety and **REPLACED** with the following:

> "12.11.Accessibility Assessment. In accordance with California Civil Code section 1938, City hereby states that the Premises has not been inspected by a Certified Access Specialist (CASp).
>
> Further, pursuant to California Civil Code section 1938(e), CITY is required to state: 'A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.'

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

Section 12.19 Disabled Access Compliance of the Lease is hereby **DELETED** in its entirety and **REPLACED** with the following:

"12.19. 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 California Government Code sections 11135-11139.5; Title 24 of the California Code of Regulations; the Federal Rehabilitation Act of 1973, Section 504, Title V; 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 12.19. 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 12.19 or submitting false information in response to these accessibility requirements, or both, will be a default of this Lease."

9. Section 12.28 Equal Benefits is hereby **ADDED** to the Lease as follows:

"12.28. 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."

10. Section 12.29 Single Use Plastic Reduction Ordinance is hereby **ADDED** to the Lease as follows:

"12.29 Single Use Plastic Reduction Ordinance. Unless an exception applies, Lessee will comply with the Single Use Plastic Reduction Ordinance codified in San Diego Municipal Code sections 66.0901 through 66.0907. By signing this Lease, Lessee certifies that it will comply with the requirements of the Single Use Plastic Reduction Ordinance throughout the Term."

11. Section 12.30 Hazardous Substances is hereby **ADDED** to the Lease as follows:

"12.30 Hazardous Substances. Lessee shall not allow the illegal installation, storage, utilization, generation, sale or release of Hazardous Substances or otherwise regulated substances in, on, under or from the Premises. Lessee and Lessee's agents and contractors shall not install, store, utilize, generate or sell any Hazardous Substance on the Premises without City's written consent in each instance or in violation of applicable law. Lessee shall obtain and maintain all required licenses and permits from applicable regulatory agencies, including without limitation the San Diego County Department of Environmental Health, local fire agencies, the San Diego County Department of Weights and Measures, the San Diego County Air Pollution Control District, and the San Diego Regional Water Quality Control Board. Installing, utilizing, storing or any other presence of a Hazardous Substance includes boxes, bags, bottles, drums, cylinders, above or below ground tanks, equipment with tanks, or any other type of container, equipment or device which holds or incorporates a Hazardous Substance or hazardous waste in violation of applicable law.

a. Definitions. A 'release' shall include without limitation any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or otherwise disposing of Hazardous Substances. 'Hazardous

Substances' shall mean any hazardous liquid, solid, gaseous material, or waste substances listed by the Environmental Protection Agency or the State of California as a Hazardous Substance, and any type of petroleum-related substances and their chemical constituents.

b) Remediation. If LESSEE's occupancy, use, development, maintenance or restoration of the Premises results in a release of a Hazardous Substance, Lessee shall pay all costs of remediation and removal to the City's satisfaction for unrestricted reuse of the Premises in accordance with all applicable laws, rules and regulations of competent governmental authority.

c) Removal. If Lessee or Lessee's contractor or agent has received approval and permits to store, utilize, generate or install, or otherwise bring Hazardous Substances onto the Premises, Lessee shall remove, or cause to be removed, all such Hazardous Substances from the Premises immediately upon or prior to the expiration or earlier termination of this Lease. City reserves the right to conduct inspections of the Premises and/or request documentation demonstrating the legal removal and/or disposal of the Hazardous Substances from the Premises. Lessee shall pay any and all costs incurred by City to remove or cause the removal of such Hazardous Substances from the Premises.

d) Indemnity. Lessee shall protect, defend, indemnify and hold City harmless from any and all claims, costs and expenses related to environmental liabilities resulting from Lessee's occupancy, use, development, maintenance or restoration of the Premises, including without limitation: (i) costs of environmental assessments; (ii) costs of regulatory remediation oversight; (iii) costs of remediation and removal; (iv) any necessary City response costs; (v) all fines, penalties, or fees assessed by any regulatory agency; (vi) damages for injury to natural resources, Lessee's officers, employees, invitees, guests, agents, or contractors, or the public; and (vii) all costs of any health assessments or health effect studies.

e) Notice of Release. If Lessee knows or has reasonable cause to believe that a Hazardous Substance has been released on, from or within the Premises, Lessee shall immediately notify City and any appropriate regulatory or reporting agency per California Code of Regulations Title 19 and any other applicable laws or regulations. Lessee shall deliver a written report thereof to City within three (3) days after receipt of the knowledge or cause for belief and submit any required written reports to regulatory or reporting agencies as required by regulation or law. If Lessee knows or has reasonable cause to believe that such substance is an imminent release or is an imminent substantial danger to public health and safety, Lessee shall take all actions necessary to alleviate the danger. Lessee shall immediately notify City in writing of any violation, notice to comply, or notice of violation received or the initiation of environmental actions or private suits related to the Premises.

f) Environmental Assessment. Upon reasonable cause to believe that Lessee's occupancy, use, development, maintenance or restoration of the Premises ("Lessee's Operations"), resulted in any Hazardous Substance being released on, from or beneath the Premises, City may cause an environmental assessment under regulatory oversight of the suspect area to be performed by a professional environmental consultant registered with the State of California as a Professional Engineer, Certified Engineering Geologist or Registered Civil Engineer. The environmental assessment shall be obtained at Lessee's sole cost and expense, and shall establish what, if any, Hazardous Substances have more likely than not been caused by Lessee's Operations on, in, from or under the Premises, and in what quantities. If any such Hazardous Substances exist in quantities greater than allowed by laws, rules and regulations of competent governmental authority, or require future restricted re-use of the Premises, then the environmental assessment shall include a discussion of such substances with recommendations for remediation and removal necessary to effect unrestricted re-use and in compliance with those laws, rules and regulations, and estimates of the cost of such remediation or removal. Lessee shall cause, or if Lessee fails to do so within a reasonable period of time, as determined by City in its reasonable discretion, City may cause the remediation and/or removal recommended in the environmental assessment of Hazardous Materials caused by Lessee's Operations such that unrestricted re-use of the Premises and compliance with the laws, rules and regulations of competent governmental authority is achieved, and Lessee shall pay all costs and expenses therefor"

12 Exhibit A-1 and Exhibit A-2 are hereby **DELETED** in their entirety and **REPLACED** with the Revised Exhibit A-1 and Revised Exhibit A-2, attached to this Amendment.

13 Exhibit A-4 is hereby **DELETED** in its entirety from the Lease.

14 Exhibit D, attached to this Amendment, is hereby **ADDED** to the Lease.

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

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

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

THE CITY OF SAN DIEGO, a California municipal corporation

Date 4/22/20

By _____
Cybele L. Thompson
Director, Real Estate Assets Department

AIR CENTER MYF, LLC,
a California limited liability company

Date 1/22/2020

By _____
Deann Shier
Member

Approved as to form this 23rd day of April, 2020.

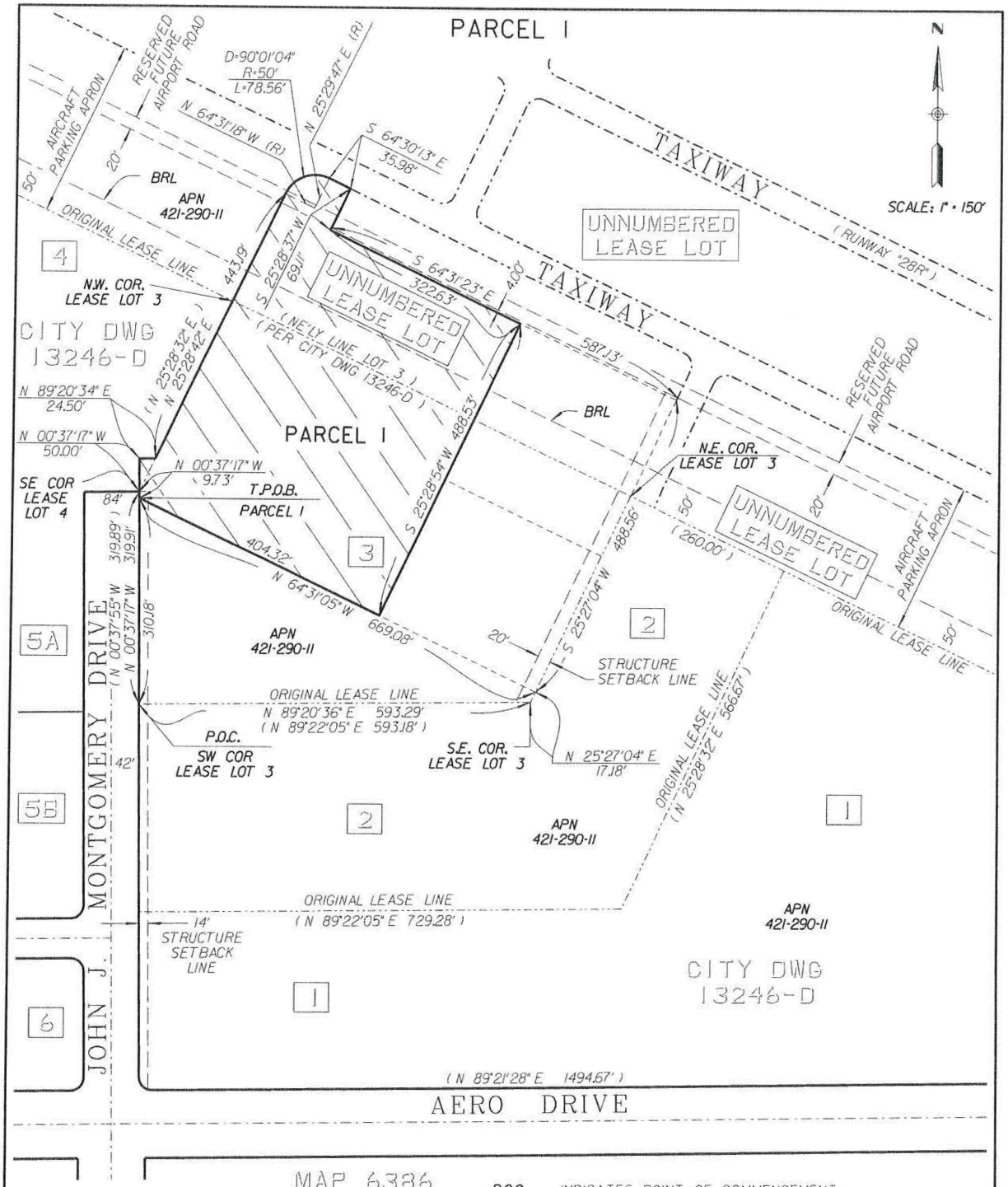
MARA W. ELLIOTT, City Attorney

By Catherine Morrison for

Name: Hilda R. Mendoza
Title: Deputy City Attorney

R-312911

REVISED EXHIBIT 'A-1'



LEGEND

PARCEL 1
AREA = 205,618.76 SQ. FT.,
4.7204 ACRES

XX MONTGOMERY FIELD - LEASE LOTS PER CITY DWG 13246-2-D

P.O.C. INDICATES POINT OF COMMENCEMENT
T.P.O.B. INDICATES TRUE POINT OF BEGINNING
BRL BUILDING RESTRICTION LINE
( ) INDICATES RECORD DATA PER CITY DWG 13246-D

PREPARED BY:

THE CITY OF SAN DIEGO PUBLIC WORKS DEPARTMENT, FIELD DIVISION. UNDER THE DIRECTION OF JOHN R. BUTCHER, LS 8240 SENIOR LAND SURVEYOR

1-17-20

JOHN R. BUTCHER P.L.S. 8240

PROFESSIONAL LAND SURVEYOR ☆ JOHN R. BUTCHER ☆ NO. 8240 ☆ STATE OF CALIFORNIA

MONTGOMERY - GIBBS EXECUTIVE AIRPORT
LEASE PARCEL OVER PORTIONS OF LEASE LOT 3, 4
AND AN UNNUMBERED LEASE PARCEL
PER CITY OF SAN DIEGO DWG NO. 13246-2-D

REVISED EXHIBIT "A-1"

PARCEL 1

PARCEL 1

APN: 421-290-11

Those portions of Lease Lots 3, 4, and an un-numbered lease lot portion all within Montgomery-Gibbs Executive Airport in the City of San Diego, County of San Diego, State of California, according to City of San Diego Drawing thereof No. 13246-2-D as approved by the Federal Aviation Administration (FAA) and filed with the San Diego City Clerk on December 22, 1978 as Document No. 765235, more particularly described as follows:

Commencing at the southwest corner of said Lease Lot 3, said point lying on the easterly line of John J. Montgomery Drive as shown on said City of San Diego Drawing No. 13246-2-D; Thence along said easterly line of John J Montgomery Drive North 00°37'17" West 310.18 feet to the **True Point of Beginning**; Thence continuing along said easterly line of John J Montgomery Drive North 00°37'17" West 9.73 feet to the southeast corner of said Lease Lot 4; Thence leaving said southeast corner of Lease Lot 4 and said easterly line of John J. Montgomery Drive North 00°37'17" West 50.00 feet; Thence North 89°20'34" East 24.50 feet to a point on the northwesterly line of said Lease Lot 3; Thence along said northwesterly line of Lease Lot 3 and through the northerly prolongation of said northwesterly line North 25°28'42" East 443.19 feet to the beginning of a tangent 50.00 foot radius curve, concave southeasterly; Thence continuing northeasterly along the arc of said curve through a central angle 90°01'04" a distance of 78.56 feet; Thence South 64°30'13" East 35.98 feet; Thence South 25°28'37" West 69.11 feet; Thence South 64°31'23" East 322.63 feet; Thence South 25°28'54" West 488.53 feet; Thence North 64°31'05" West 404.32 feet to the **True Point of Beginning**.

The above described parcel containing 205,618.76 Sq. Feet (4.7204 Acres).

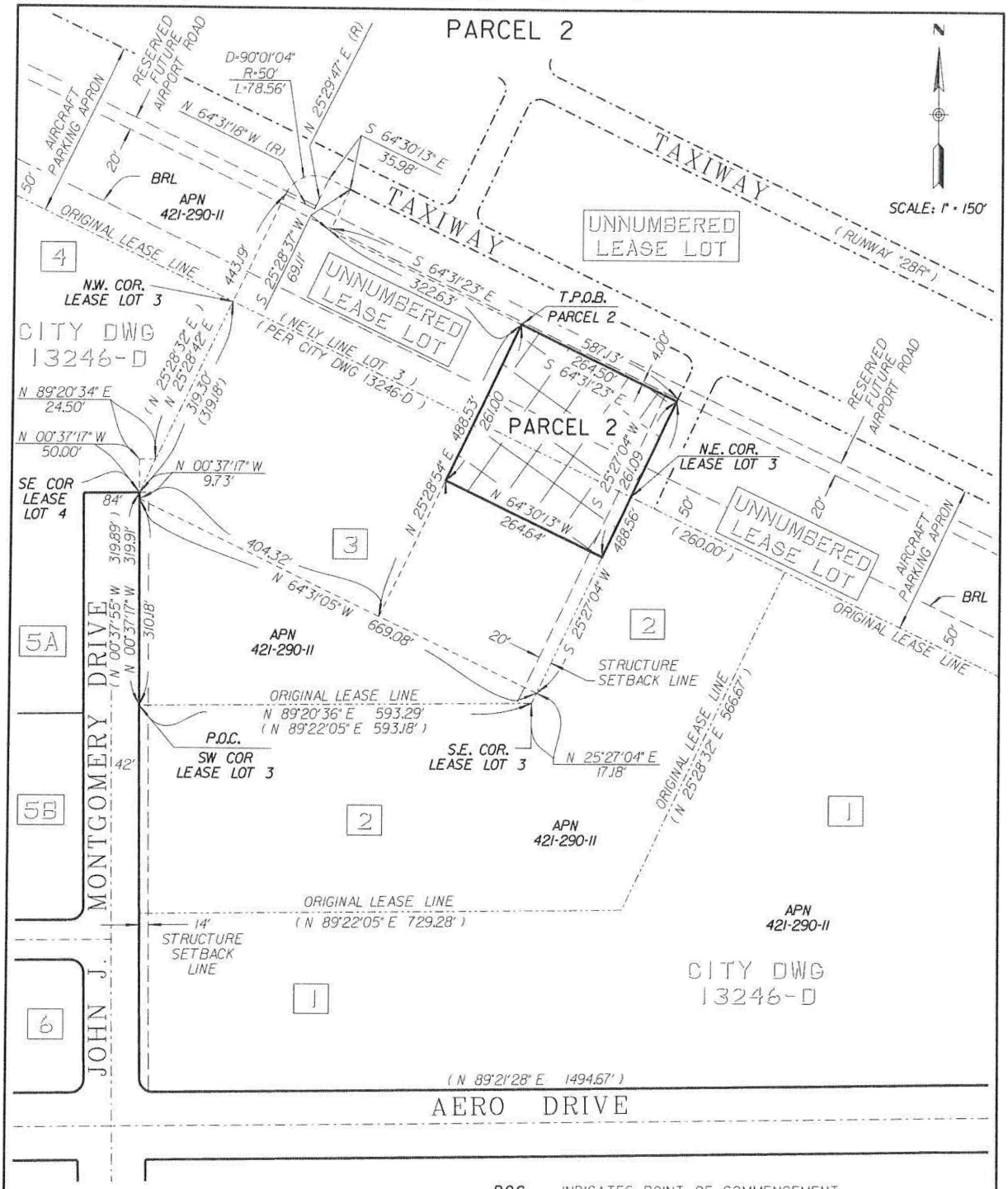


1-17-20

John R. Butcher LS 8240 Date
Senior Land Surveyor, Field Engineering
City of San Diego
My Registration Expires 12-31-2021

File: 21003181_ROW_EXHB A1_LEASE LOT 3.docx
WBS 21003181– January, 2020

REVISED EXHIBIT 'A-2'



LEGEND

PARCEL 2
AREA = 69,063.94 SQ. FT..
1.5855 ACRES

XX MONTGOMERY FIELD - LEASE LOTS PER CITY DWG 13246-2-D

P.O.C. INDICATES POINT OF COMMENCEMENT
T.P.O.B. INDICATES TRUE POINT OF BEGINNING
BRL BUILDING RESTRICTION LINE
( ) INDICATES RECORD DATA PER CITY DWG 13246-D

PREPARED BY:

THE CITY OF SAN DIEGO PUBLIC WORKS DEPARTMENT, FIELD DIVISION. UNDER THE DIRECTION OF JOHN R. BUTCHER, LS 8240 SENIOR LAND SURVEYOR

1-17-20

JOHN R. BUTCHER P.L.S. 8240

PROFESSIONAL LAND SURVEYOR ☆ JOHN R. BUTCHER ☆ NO. 8240 STATE OF CALIFORNIA

MONTGOMERY - GIBBS EXECUTIVE AIRPORT
LEASE PARCEL OVER LEASE LOT 3
AND A PORTION OF AN UNNUMBERED LEASE PARCEL
PER CITY OF SAN DIEGO DWG NO. 13246-2-D

REVISED EXHIBIT "A-2"

PARCEL 2

PARCEL 2

APN: 421-290-11

That portion of Lease Lot 3 and an un-numbered lease lot portion all within Montgomery-Gibbs Executive Airport in the City of San Diego, County of San Diego, State of California, according to City of San Diego Drawing thereof No. 13246-2-D as approved by the Federal Aviation Administration (FAA) and filed with the San Diego City Clerk on December 22, 1978 as Document No. 765235, more particularly described as follows:

Commencing at the southwest corner of said Lease Lot 3, said point lying on the easterly line of John J. Montgomery Drive as shown on said City of San Diego Drawing No. 13246-2-D; Thence along said easterly line of John J Montgomery Drive North 00°37'17" West 319.91 feet to the southeast corner of said Lease Lot 4; Thence leaving said southeast corner of Lease Lot 4 and said easterly line of John J. Montgomery Drive North 00°37'17" West 50.00 feet; Thence North 89°20'34" East 24.50 feet to a point on the northwesterly line of said Lease Lot 3; Thence along said northwesterly line of Lease Lot 3 and through the northerly prolongation of said northwesterly line North 25°28'42" East 443.19 feet to the beginning of a tangent 50.00 foot radius curve, concave southeasterly; Thence continuing northeasterly along the arc of said curve through a central angle 90°01'04" a distance of 78.56 feet; Thence South 64°30'13" East 35.98 feet; Thence South 25°28'37" West 69.11 feet; Thence South 64°31'23" East 322.63 feet to the **True Point of Beginning**; Thence continuing South 64°31'23" East 264.50 feet to a point on the northerly prolongation of the southeasterly line of said Lease Lot 3; Thence along said northerly prolongation and through said southeasterly line of Lease Lot 3 South 25°27'04" West 261.09 feet; Thence leaving said southeasterly line North 64°30'13" West 264.64; Thence North 25°28'54" East 261.00 feet to the **True Point of Beginning**.

The above described parcel containing 69,063.94 Sq. Feet (1.5855 Acres).

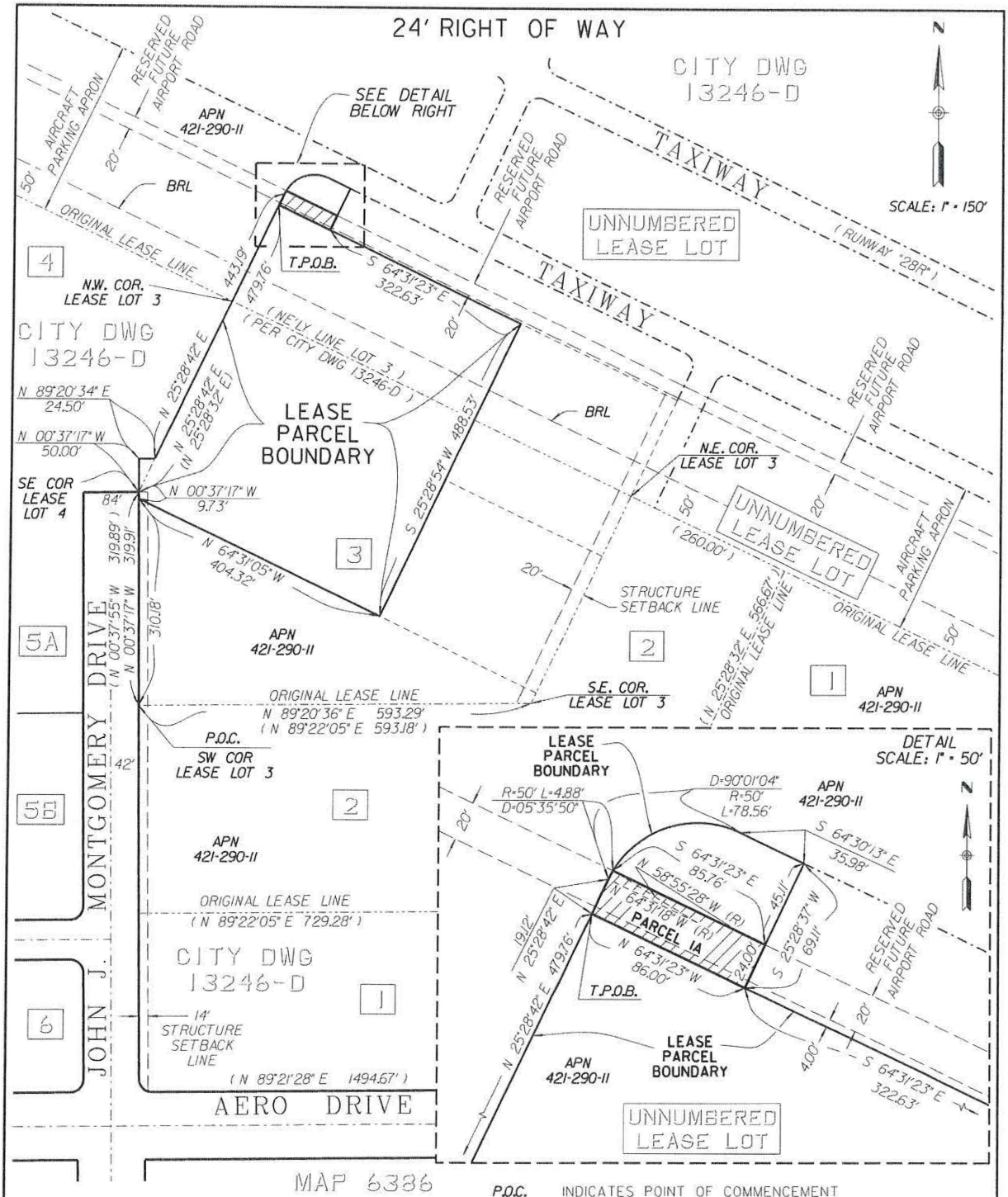


John R. Butcher 1-17-20

John R. Butcher LS 8240 Date
Senior Land Surveyor, Field Engineering
City of San Diego
My Registration Expires 12-31-2021

File: 21003181_ROW_EXHB A2_LEASE LOT 3.docx
WBS 21003181– January, 2020

EXHIBIT 'D'



LEGEND

PARCEL IA
AREA = 2,063.65 SQ. FT.,
0.0474 ACRES

XX MONTGOMERY FIELD - LEASE LOTS PER CITY DWG 13246-2-D

P.O.C. INDICATES POINT OF COMMENCEMENT
T.P.O.B. INDICATES TRUE POINT OF BEGINNING
BRL BUILDING RESTRICTION LINE
( ) INDICATES RECORD DATA PER CITY DWG 13246-D

PREPARED BY:

THE CITY OF SAN DIEGO PUBLIC WORKS DEPARTMENT, FIELD DIVISION. UNDER THE DIRECTION OF JOHN R. BUTCHER, LS 8240 SENIOR LAND SURVEYOR

1-17-20

JOHN R. BUTCHER P.L.S. 8240

PROFESSIONAL LAND SURVEYOR JOHN R. BUTCHER NO. 8240 STATE OF CALIFORNIA

MONTGOMERY - GIBBS EXECUTIVE AIRPORT
UNNUMBERED LEASE PARCEL
PER CITY OF SAN DIEGO DWG NO. 13246-2-D

EXHIBIT 'D'

24' RIGHT OF WAY

Parcel 1A

APN: 421-290-11

That portion of an un-numbered lease lot within Montgomery-Gibbs Executive Airport in the City of San Diego, County of San Diego, State of California, according to City of San Diego Drawing thereof No. 13246-2-D as approved by the Federal Aviation Administration (FAA) and filed with the San Diego City Clerk on December 22, 1978 as Document No. 765235, more particularly described as follows:

Commencing at the southwest corner of Lease Lot 3 as shown on said City of San Diego Drawing No. 13246-2-D, said point lying on the easterly line of John J. Montgomery Drive as shown on said City of San Diego Drawing No. 13246-2-D; Thence along said easterly line of John J Montgomery Drive North 00°37'17" West 319.91 feet, said point being the southeast corner of Lease Lot 4 as shown on said City of San Diego Drawing No. 13246-2-D; Thence leaving said easterly line of John J. Montgomery Drive and continuing along the northwesterly line of said Lease Lot 3 and through the northerly prolongation of said northwesterly line North 25°28'42" East 479.76 feet to the **True Point of Beginning**; Thence continuing along said northerly prolongation North 25°28'42" East 19.12 feet to the beginning of a tangent 50.00 foot radius curve, concave southeasterly; Thence continuing northeasterly along the arc of said curve through a central angle 05°35'50" a distance of 4.88 feet; Thence South 64°31'23" East 85.76 feet; Thence South 25°28'37" West 24.00 feet; Thence North 64°31'23" West 86.00 feet to the **True Point of Beginning**.

The above described parcel containing 2,063.65 Sq. Feet (0.0474 Acres).



1-17-20

John R. Butcher LS 8240 Date
Senior Land Surveyor, Field Engineering
City of San Diego
My Registration Expires 12-31-2021

File: 21003181_ROW_EXHB A1_LEASE LOT 3_24' ROW.docx
WBS 21003181– January, 2020

612 B

(R-2020-372) 4/7/2020

RESOLUTION NUMBER R- 312911

DATE OF FINAL PASSAGE APR 09 2020

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN DIEGO AUTHORIZING THE EXECUTION OF THE FIRST AMENDMENT TO FLAT RATE PARCEL GROUND LEASE WITH AIR CENTER MYF, LLC, FOR UP TO 7.69 ACRES OF UNIMPROVED LAND LOCATED AT MONTGOMERY-GIBBS EXECUTIVE AIRPORT.

WHEREAS, on February 13, 2018, the San Diego City Council approved Resolution R-311540 authorizing that certain Flat Rate Parcel Ground Lease between the City of San Diego (City) and Air Center MYF, LLC (Lessee), on file with the San Diego City Clerk as Document No. RR-311540 (Lease), for the construction, operation, and maintenance of a helicopter aviation facility on Parcel 1 and provided Lessee with the option to add Parcel 2 and/or Parcel 3 to the leasehold premises under certain conditions set forth in the Lease; and

WHEREAS, the Lease provided that in the event City desired to lease a certain portion of property adjacent to the leasehold premises, Lessee shall have a first right of refusal. In accordance with the Lease, City staff notified Lessee, in writing, of City's desire to lease such property and Lessee did not exercise its first right of refusal and has forfeited such right; and

WHEREAS, City desires to remove a 4-foot wide potion of Parcel 1 and Parcel 2 to construct a two-lane 24-foot wide airport vehicle access road to be used by airport lessees, airport sublessees or their employees, invitees, guests, agents, or officers; and

WHEREAS, Lessee desires to add to the leasehold premises an additional approximate 5,064 square feet of unimproved land to develop and gain direct access for aircraft ingress and egress to the Taxiway Hotel; and

WHEREAS, pursuant to the Lease, the term shall commence on the first day of occupancy by the Lessee, but no later than two years from the effective date of the Lease

(March 8, 2020); and

WHEREAS, Lessee desires an additional two years to obtain development approvals; NOW, THEREFORE,

BE IT RESOLVED, by the Council of the City of San Diego, that the Mayor, or his designee, is authorized and directed to execute that certain First Amendment to Flat Rate Parcel Ground Lease with Air Center MYF, LLC, on file in the Office of the City Clerk as Document No. RR-312911, under the terms and conditions set forth therein.

APPROVED: MARA W. ELLIOTT, City Attorney

By */s/ Hilda R. Mendoza*
Hilda R. Mendoza
Deputy City Attorney

HRM:nja
02/27/20
Or. Dept: READ
Doc. No.: 2339011

I certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of 04/07/2020.

ELIZABETH S. MALAND
City Clerk

By */s/ Gil Sanchez*
Deputy City Clerk

Approved: 4/9/2020
(date)

KEVIN L. FAULCONER, Mayor

Vetoed: _____
(date)

KEVIN L. FAULCONER, Mayor

Passed by the Council of The City of San Diego on APR 07 2020, by the following vote:

Councilmembers	Yeas	Nays	Not Present	Recused
Barbara Bry	☒	☐	☐	☐
Jennifer Campbell	☒	☐	☐	☐
Chris Ward	☒	☐	☐	☐
Monica Montgomery	☒	☐	☐	☐
Mark Kersey	☒	☐	☐	☐
Chris Cate	☒	☐	☐	☐
Scott Sherman	☐	☐	☒	☐
Vivian Moreno	☒	☐	☐	☐
Georgette Gómez	☒	☐	☐	☐

Date of final passage APR 09 2020.

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

AUTHENTICATED BY:

KEVIN L. FAULCONER
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
for Stacy Ready

Office of the City Clerk, San Diego, California

Resolution Number R- 312911

Passed by the Council of The City of San Diego on April 07, 2020, by the following vote:

YEAS:	**BRY, CAMPBELL, WARD, MONTGOMERY, KERSEY, CATE, MORENO & GÓMEZ.**
NAYS:	**NONE.**
NOT PRESENT:	**SHERMAN.**
RECUSED:	**NONE.**

AUTHENTICATED BY:

KEVIN L. FAULCONER

Mayor of The City of San Diego, California

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California

(Seal)

By: **Gil Sanchez**, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true, and correct copy of RESOLUTION NO. **R-312911**, approved on **April 07, 2020**. The date of final passage is **April 09, 2020**.

ELIZABETH S. MALAND

City Clerk of the City of San Diego, California

(Seal)

By: _____, Deputy