



AIRPORTS ADVISORY COMMITTEE

Meeting Notice and Agenda

Wednesday, March 11, 2026, at 3:00 p.m.
Location: Terminal Montgomery-Gibbs Executive Airport
3750 John J. Montgomery Drive, San Diego, CA 92123

Chair: Peter Doft | Vice Chair: David Gordon

Committee Members: Gary List, Shawn Ellis, Ron Lee, Donald Chick, Chase M. Franzen, Rob M. Hixson, Melissa Johnston, Richard Ram, Cindy Scott, and non-voting member Joel Ryan.

Committee Liaison: Jorge Rubio, A.A.E.

Public Participation Instructions:

Members of the public may participate and provide comment in person, via telephone, the virtual platform, using the [webform](#) or e-mail submission as follows:

In Person Testimony:

If you wish to address the Committee on an item on today's agenda, please complete and submit a speaker form before the Committee hears the agenda item. You will be called at the time the item is heard.

If you wish to address the Committee during non-agenda public comment, please complete and submit a speaker form. However, California's open meeting laws do not permit the Committee to discuss or take any action on the matter at today's meeting. At its discretion, the Committee may add the item to a future meeting agenda or refer the matter to staff or committee. Individuals' comments are limited to three minutes per speaker. At the discretion of the Chair, if a large number of people wish to speak on the same item, comments may be limited to a set period of time per item.

Joining the Webinar and Offering Phone-in Testimony

The Airports Advisory Committee meetings will continue to offer the public a virtual participation option using the Zoom Webinar platform. Members of the public can offer public comment on agenda items or during Non-Agenda Public Comment by accessing the meeting online using a desktop computer, laptop, tablet, or Smartphone, or by calling into the meeting using a Smartphone, cellular phone, or land line.

The link to join the Meeting Webinar by computer, tablet, or Smartphone is:

<https://sandiego.zoomgov.com/j/1617954032>

To join by telephone:

Dial 833 568 8864

When prompted, input **Webinar ID: 161 795 4032**

How to Speak to A Particular Item or During Non-Agenda Public Comment Via Virtual Platform:

When the Chair introduces the item you would like to comment on (or indicates it is time for Non-Agenda Public Comment), raise your hand by either tapping the "Raise Your Hand" button on your computer, tablet, or Smartphone, or by dialing *9 on your phone. You will be taken in the order in which you raised your hand. You may only speak once on a particular item.

When the Committee Liaison indicates it is your turn to speak, unmute your phone by tapping the Unmute button on your computer, tablet or Smartphone, or dial *6 on your phone.

If you are speaking on Non-Agenda Public Comment, please note that California's open meeting laws do not permit the Committee to discuss or take any action on the matter at today's meeting. At its discretion, the Committee may add the item to a future meeting agenda or refer the matter to staff, Subcommittee, or Ad-Hoc Committee. Individuals' comments are limited to three minutes per speaker. At the discretion of the Chair, if a large number of people wish to speak on the same item, comments may be limited to a set period of time per item.

Written Comment through Webform:

Comment on Agenda Items may be submitted using the [webform](#) indicating the agenda item number for which you wish to submit your comment. Comments received by the start of the meeting will be distributed to the Committee Members and posted online with the meeting materials. All webform comments are limited to 200 words. Comments received after the start of the meeting but before the item is called will be submitted into the written record for the relevant item.

REQUESTS FOR ACCESSIBILITY MODIFICATIONS OR ACCOMMODATIONS

This information will be made available in alternative formats upon request, as required by the Americans with Disabilities Act (ADA), by contacting Giancarlo Vargas at 858-573-1405 or giancarlo@san-diego.gov. Requests for disability-related modifications or accommodations required to facilitate meeting participation, including requests for alternatives to observing meetings and offering public comment as noted above, may be made by contacting Giancarlo Vargas at 858-573-1405 or giancarlo@san-diego.gov. Requests for disability-related modifications or accommodations required to facilitate meeting participation, including requests for auxiliary aids, services, or interpreters, require different lead times, ranging from five business days to two weeks. Please keep this in mind and provide as much advance notice as possible in order to ensure availability. The City is committed to resolving accessibility requests swiftly in order to maximize accessibility.

1. CALL TO ORDER and PLEDGE OF ALLEGIANCE

2. ROLL CALL

3. NON-AGENDA PUBLIC COMMENT

4. APPROVAL OF MINUTES

- A. February 11, 2026

5. UNFINISHED BUSINESS – None

6. NEW BUSINESS

A. Review of the Airports Advisory Committee Bylaws

Recommendation:

- Review the Airports Advisory Committee Bylaws and propose amendments to be presented for voting at the next scheduled meeting.

B. Approval of a First Amendment to Flat Rate Lease with MYF Properties, LLC, a California limited liability company covering 26.2 acres of land and a Second Amendment to Flat Rate Lease with MYF Holdings LLC covering 17 acres of land located at Montgomery-Gibbs Executive Airport.

- Staff Recommends that the Airports Advisory Committee Recommend to the City Council the following actions:
 - A. A resolution declaring that approval of the First Amendment to Flat Rate Lease with MYF Properties, LLC covering 26.2 acres of land located at Montgomery-Gibbs Executive Airport, San Diego, CA 92123 is (Environmental Determination to be completed by Planning Department).
 - B. A resolution declaring that approval of the Second Amendment to Flat Rate Lease with MYF Holdings LLC covering 17.34 acres of land located at Montgomery-Gibbs Executive Airport, San Diego, CA 92123 is (Environmental Determination to be completed by Planning Department).
 - C. A resolution approving the First Amendment to Flat Rate Lease with MYF Properties, LLC. The Council's approval of the First Amendment to Lease shall take effect and be in force upon Council's approval of Item D.
 - D. A resolution approving the Second Amendment to Flat Rate Lease with MYF Holdings LLC. The Council's approval of the Second Amendment to Lease shall take effect and be in force upon Council's approval of Item C.
 - E. A resolution declaring the subject properties as "exempt surplus land."

7. INFORMATIONAL ITEMS

A. Staff Reports

B. Other Reports

- Monthly Airport Operations Reports – February 2026
- Monthly Noise Management Report – February 2026
- Airports Projects Status Report – March 2026

8. COMMITTEE COMMENTS

9. ADJOURNMENT

CITY OF SAN DIEGO
AIRPORTS ADVISORY COMMITTEE
Draft MINUTES
Meeting of February 11, 2025
Montgomery Gibbs Executive Airport
3750 John J. Montgomery Drive, San Diego, CA 92123

1. CALL TO ORDER and PLEDGE OF ALLEGIANCE

Chair Doft called the meeting to order at 3:05 p.m.

2. ROLL CALL

A quorum was present.

| MEMBERS PRESENT: | MEMBERS ABSENT: |
|---|---|
| Chair Peter S. Doft Special Expertise Representative | Chase Franzen** Kearny Mesa Representative |
| Vice Chair David Gordon Special Expertise | Joel Ryan** FAA Air Traffic Control Tower |
| Gary List Brown Field Aviation User Group | Shawn Ellis** Montgomery-Gibbs Aviation User Group Representative |
| Ron Lee Brown Field Aviation User Group | Donald Chick* Tierrasanta Representative |
| Melissa Johnston Montgomery-Gibbs Aviation Lessees Representative | Richard Ram* Serra Mesa Community |
| Cindy Scott Navajo Community Representative | Rob M. Hixson* Otay Mesa Representative |

* Absent

** Excused

STAFF PRESENT:

Jorge Rubio, David Reed, Charles Broadbent, Jennifer Bearse, Kenneth Hernandez, Debbie Shauger, Hannah Sax, and Giancarlo Vargas.

3. NON-AGENDA PUBLIC COMMENT

- A member of the public, resident of the Serra Mesa area, expressed concerns regarding noise from aircraft flying in the area and asked about the quantity of planes that are allowed to fly at the same time.

4. APPROVAL OF MINUTES

A. Minutes from the January 14, 2025, meeting.

Member Gordon made a motion to approve the minutes as written. Member List seconded the motion. All members voted in favor. Motion passed unanimously.

5. UNFINISHED BUSINESS

None

6. NEW BUSINESS

- A.** Election of the Chair and Vice Chair of the City of San Diego Airports Advisory Committee
- Member Gordon made a motion to nominate Peter Doft as Chair. Member Johnston seconded. All members voted in favor. Motion passed unanimously.
 - Member Doft made a motion to nominate Dave Gordon as Vice Chair. Member Johnston seconded. All members voted in favor. Motion passed unanimously.
- B.** Amendment to Airport Advisory Committee 2026 Calendar Year
- Member Gordon made a motion to approve the amended calendar. Member Doft seconded. All members voted in favor. Motion passed unanimously.
- C.** Ten (10-Year) Lease Agreement for 2,189 sq. ft. retail space (Suite 101) with Rivan Samuail dba Clown Market, including extension options, and a Lease Amendment for Suite 130 at Montgomery-Gibbs Executive Airport.
- Staff Recommends that the Airports Advisory Committee Recommend to the City Council the following actions:
 - A resolution authorizing the Mayor or designee to execute (1) a Lease Agreement for 2,189 square feet of retail space (Suite 101)with Rivan Samuail DBA Clown Market, including extension options, and (2) a Lease Amendment for Retail Space (Suite 130) with Rivan Samuail at Montgomery Gibbs Executive Airport, 8690 Aero Dr., San Diego, CA 92123 under the terms and conditions set forth therein. The Lease Agreement and are contingent upon Council approving both in order for the Tenant to physically relocate its liquor and convenience store retail operations to Suite 101 in the Retail Center ("Suite 101") while retaining its existing lease of approximately 960- square-foot Lease for a new business.
 - Declaring that the resolution authorizing the Mayor or designee to execute a Lease Agreement and Lease Amendment for Retail Spaces are (To be provided by Planning).
 - Chair Doft made a motion to approve the resolution as written. Member Lee seconded the motion. All members voted in favor. Motion passed unanimously.

7. INFORMATIONAL ITEMS

A. Staff Reports

Chief of Airports - Jorge Rubio, A.A.E.

- The Office of Boards and Commissions are conducting interviews for open positions.
- Staff is exploring the possibility of providing dedicated Aircraft Rescue and Fire Fighting services at Brown Field Airport (SDM), due to the number of large charter and military aircraft that operate from there. These are initial discussions.
- The International Conference of the 99s (Women Pilots Association) will be taking place in San Diego from July 8-12. Planning for parking of additional aircraft at both airports.
- The Federal Aviation Administration (FAA) has restructured into five offices: Admin & Finance, Policy & Legal, Airspace Modernization Office, Air Traffic Organization, and Aviation

Safety & Management Organization. Airports fall under Policy & Legal Office, to provide checks and balances between operations and safety.

- This past December, the Federal Communications Commission started putting restrictions on Foreign Unmanned Aircraft Systems and Drones. They are no longer available for purchase within the US.
- Congratulations to Debbie Shauger on her retirement next month. She has been an outstanding member of the Airports leasing team.

Montgomery-Gibbs Executive Airport (MYF) – Mr. Charles Broadbent, MYF Airport Manager

- There were over 32 thousand operations in January.
- Weed abatement was conducted in the safety area for Runway 28R.
- Staff received clearance to offer a start date for the Equipment Operator 1.
- The storm water sample was collected today and sent into the lab for analysis.

Brown Field Municipal Airport (SDM) – Mr. Andrew Schwartz, SDM Airport Manager

- Operations is 40% higher in January. Seasonal and Military contribute to daily operations.
- Beacon light and green light at SDM was repaired.
- Precision Approach Path Indicator lights were calibrated.
- Perimeter fence has been breached, repairs are being scheduled of that.
- Operations has been working on taxiway crack repairs.

Airports Lease Administration – Jennifer Bearse, Program Manager

- The Construction of the Fixed Based Operator (FBO) with San Diego Airpark (SDA) is underway. Staff is continuing to have discussions on development of other parcels.
- Staff is negotiating a 3-year lease with SDA for 10-acre parcel for truck parking.
- Staff is negotiating a 3-year lease with San Diego Airpark for 1.8-acre parcel for vehicle mechanics' shop. Appraisal completed. Draft lease being finalized by the City Attorney's Office (CAO).
- Staff is working with the CAO on legal action against AERO-ABRE related to environmental remediation and underpayment of rent.
- Staff is working on a Lease with San Diego Airpark and a Memorandum of Understanding (MOU) with Cross Border Patrol (CBP) to allow for CBP operations in FBO facilities.
- Experimental Aircraft Association (EAA) to exercise option to extend the size of the leasehold. Working with EAA and SDA on creating a right of way across both leaseholds for utilities and access.
- Appraisals are being reviewed for vacant and undeveloped land at Brown Field.
- Responses to Request for Expression of Interest received in late January. Staff is reviewing responses and discussing next steps
- New lease for San Diego Community College District (SDCCD) for construction of new hangar and facilities is underway. Appraisal has been completed. The lease is being prepared by CAO.
- Staff is finalizing lease amendment with Executive Airpark to remove triangular-shaped parcel. Amendment to be presented to AAC in March and Council Committee in April.
- Finalized an amendment to the Crownair lease to provide for financing of the Executive Airpark leasehold. Amendment to be presented to AAC in March and Council Committee in April.
- Staff is working with Crown Air on new, longer-term agreement for transit ramp parking. Draft lease has been prepared by Airports staff and is under CAO review

- An appraisal was completed for the Casa Machado Restaurant space. Negotiations underway with tenant on new agreement. Existing lease with the restaurant expired in December 2025, and tenant is now in holdover.
- Advanced Aircraft lease has been executed.
- Appraisal is being obtained for small area of land proposed for additional aircraft parking for Sorbi Aircraft Maintenance.
- An appraisal being reviewed for vacant and undeveloped land at MYF.
- Final amendment and new lease for existing Lessee (Clown Market) to lease an additional 2,300 sq. Ft. and relocate liquor store will be presented to Committee and Council in March. Lessee will retain existing space for separate ice cream and water business.
- Staff is currently evaluating two prospects for a potential lease in Suite 105 (former restaurant space), measuring approximately 3,200 sf and in Suite 119 (former drycleaner's space) measuring approximately 868 sf.

B. Other Reports
None

8. COMMITTEE COMMENTS

None

9. ADJOURNMENT

The meeting adjourned at 4:13 p.m. Next meeting will be March 11, 2026.

Respectfully submitted,

Giancarlo Vargas
Administrative Aide 1

**BYLAWS
OF
THE CITY OF SAN DIEGO
AIRPORTS ADVISORY COMMITTEE**

Adopted April 9, 2025

I. PURPOSE

101. Establishment and Purpose

The City of San Diego Airports Advisory Committee is formed pursuant to City of San Diego Ordinance number O-20013, dated January 18, 2011. The membership composition of the Airports Advisory Committee was further approved by City of San Diego Ordinance Number O-21914. The purpose of the City of San Diego (City) Airports Advisory Committee (Committee) is to provide the Mayor and City Council with advice on general aviation issues related to City owned and operated airports.

102. Duties

The Airports Advisory Committee shall:

- Serve in an advisory capacity to the Mayor and City Council on selected issues related to airport policies and development projects at Montgomery-Gibbs Executive Airport and Brown Field Airport.
- Provide recommendations to airport staff on selected actions that require Council approval.
- Conduct public meetings to provide a forum for, and receive input on, airport-related issues.
- Recommend methods of improving communications and relations between the member-represented communities, airport users and the City.
- Serve as liaisons between the public, airport tenants, and the City.
- Provide advice, input and support to the City's Airports Division.
- The Committee shall have no managerial, financial or budget authority.

II. ORGANIZATION

201. Membership

Members of the Committee shall be comprised persons who are both pilots and non-pilots; persons who are sensitive to the needs of the needs of the users of Montgomery-Gibbs Executive and Brown Field Airports and the surrounding communities; and persons who are sensitive to the role of general aviation in the area. Not more than four members shall be master lease holders (master leaseholder is defined as a representative from a business entity that leases directly from the city, more than 1 acre of land at a City operated airport, and who provide services or act as landlords to other airport users) at any City owned airport. Appointments to the Committee shall be made as needed by the Mayor, and confirmed by the City Council. Specifically, the Committee shall be comprised of:

1. One member who represents Serra Mesa Community
2. One member who represents Tierrasanta Community
3. One member who represents Clairmont Community
4. One member who represents Kearny Mesa Community
5. One member who represents Otay Mesa Community
6. One member who represents the Navajo Community
7. One member who represents Montgomery-Gibbs Executive Airport aviation user group
8. One member who represents Brown Field Airport aviation user group
9. One member who represents Montgomery-Gibbs Executive Airport aviation lessees
10. One member who represents Brown Field Airport aviation lessees
11. Three members who have special expertise in the field of aviation, airport operations, or community relations that will benefit the Committee
12. Non-voting members such as Air Traffic Control Tower staff or others with local expertise may be appointed by the vote of the Committee.

202. Terms

Members shall serve four-year terms and shall serve until a successor is duly appointed and confirmed. No member shall serve more than two consecutive terms. Termed-out members may be reappointed in accordance with the City Charter. In the event that more than four board members need to be appointed, four members will be appointed to full four-year terms and the remaining members will be appointed to an adjusted, shorter term to ensure no more than four members terms

expire in the same year. Members whose initial appointments are less than the full term of four years will be allowed to serve their partial term and then two full terms. The expiration date of all terms shall be February 28. Any vacancy shall be filled for the remainder of the unexpired term. Vacancy appointment recommendations will come from the Mayor. Any vacancy replacements will be eligible to serve the remaining term of the vacant position and two full terms.

203. Officers

At the February meeting each year, the Committee shall elect a Chairperson and Vice Chairperson by majority vote. The Chairperson shall preside at all meetings and hearings of the Committee, decide all points of order or procedure, and perform all duties required by these rules. The Vice Chairperson shall serve in the absence of the Chairperson.

204. Candidacy for Elective Public Office

Any member, upon publicly announcing his candidacy for elective public office associated with the City of San Diego government, or upon filing petitions pursuant to becoming a candidate for elective public office associated with the City of San Diego government, shall forfeit membership prior to the next public meeting of the Committee.

205. Subcommittees, and Ad Hoc Committees

The Chairperson may, from time to time establish sub-committees, define their powers and duties, and appoint their members. The majority of sub-committee members must be members of the Committee, but the chair may appoint members of the public in order to provide diverse opinion and input. Any sub-committee may, by majority vote of its members, use as technical advisors, individuals who are not members of the Committee, for the purpose of furthering the work of the given sub-committee. All sub-committee appointments to standing committees shall be for a term of one calendar year unless the Chairperson designates a shorter time period. Ad-Hoc sub-committees are those established for a finite period of time to deal with special issues or topics. Sub-committees are not subject to the Brown Act if they include less than a quorum of the Committee. However, meetings should be open to the public in an accessible location and, at a minimum, be noticed on a website, listed on the regular group agenda or announced at a regular AAC meeting.

III. MEETINGS

301. Regular Meetings

Regular meetings of the Committee shall be held monthly, or as scheduled by the Committee. A calendar scheduling the next 12 month's meetings shall be presented and adopted at the last meeting of each year.

302. Special Meetings

Special meetings for good cause may be held by the Committee on call of its Chairperson, which call shall be filed with the Deputy Director of Airport Management. The manner of the call shall be noted in the minutes of the special meeting, and at least a twenty-four (24) hour notice of the meeting shall be given to each member.

303. Public Meetings and Study Sessions

All meetings and study sessions of the Committee shall be open to the public. Any action calling for a formal vote shall take place only at a public meeting.

304. Quorum

A quorum necessary for the transaction of business shall consist of a majority of the filled seats of the Committee. The business of the Committee shall be transacted by the majority vote of members present.

305. Absence of Chairperson and Vice Chairperson

In the absence of the Chairperson and Vice Chairperson, a senior Committee member, defined as the member with the most time serving on the committee, may convene the meeting if a quorum is present.

306. Member Attendance

If any member of the Committee is absent from four (4) scheduled meetings in the previous 12 months, his/her office shall be automatically vacated. Excused absences are exempted from this provision. The Mayor will be the final authority in determining whether or not an absence is excused. Should a position be vacated by this section, the Committee Chairperson, in consultation with the Deputy Director of Airport Management, shall then determine a list of eligible candidates to recommend to the mayor, and the Mayor shall nominate and appoint a new member, contingent upon the nominee's confirmation by the City Council.

307. Agenda Items

Items will be placed on the agenda by the Deputy Director of Airport Management and/or the Chairperson.

309. Abstention

Any member who believes participating in discussion or voting on cases coming before the Committee could give the appearance to the general public of a Conflict of Interest may voluntarily abstain from participating in discussion or voting.

IV. OFFICIAL RECORDS

401. Definition

The official records shall include the Airports section of the San Diego Municipal Code, as amended, these bylaws and the minutes of the Committee meetings together with all findings, maps, and other official statements.

402. Recording of Vote

The minutes shall show the vote on every question on which the Committee acts. Any statement any member may wish to make regarding his vote will be recorded upon his request.

403. Retention of Files

All matters coming before the Committee shall be filed in the Airports Administration Office in accordance with that department's general file system for the period of time, as dictated in the City's Municipal Code, Administrative Regulations and Council Policy.

404. Public Record

All of the records of the Committee shall be public records and shall be open for public inspection during customary working hours. Copies may be obtained for established fees.

V. RULES AND AMENDMENTS

501. Bylaws

Bylaws shall be developed by the Committee.

502. Amendment Procedure

Amendments to the bylaws may be recommended by the Committee upon the affirmative vote of a majority of members, provided any such amendment is proposed at a preceding meeting or is submitted in writing at a prior, regular meeting of the Committee and is noted in the minutes of such meeting. Amendments recommended by the Committee shall become effective majority vote of Committee members.

503. Copy of Rules and Regulations

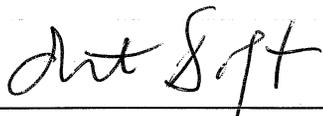
A certified copy of these rules and any amendments thereto shall be placed on record in the Airports Administration Office.

504. Robert's Rules of Order

If a question of parliamentary procedure arises, it shall be decided upon the basis of Robert's Rules of Parliamentary Procedure, unless otherwise specified in these bylaws of the Committee.

505. Interpretation and Conflict

In the event that any Airports Advisory Committee bylaw shall be at variance with any State Statute or any ordinance or resolution of the City, the statute, ordinance, or resolution shall prevail. These bylaws are intended only to supplement such ordinance and resolutions and may not amend, invalidate, or abrogate any ordinance or resolution of the City.



Chairperson, Airports Advisory Committee



DATE



The City of San Diego

Staff Report

DATE ISSUED: March 4, 2026

TO: City Council

FROM: Economic Development Department

SUBJECT: Approval of a First Amendment to Flat Rate Lease with MYF Properties, LLC, a California limited liability company covering 26.2 acres of land and a Second Amendment to Flat Rate Lease with MYF Holdings LLC covering 17 acres of land located at Montgomery-Gibbs Executive Airport.

Primary Contact: Christina Bibler Phone: (619) 236-6421

Secondary Contact: Jennifer Bearse Phone: (858) 573-1485

Council District(s): 7

OVERVIEW:

This action is to approve two items: (1) the First Amendment to Flat Rate Lease with MYF Properties, LLC covering 26.2 acres of land and (2) the Second Amendment to Flat Rate Lease with MYF Holdings LLC covering 17 acres of land located at Montgomery-Gibbs Executive Airport

PROPOSED ACTIONS:

- A. A resolution declaring that approval of the First Amendment to Flat Rate Lease with MYF Properties, LLC covering 26.2 acres of land located at Montgomery-Gibbs Executive Airport, San Diego, CA 92123 is (Environmental Determination to be completed by Planning Department).
- B. A resolution declaring that approval of the Second Amendment to Flat Rate Lease with MYF Holdings LLC covering 17.34 acres of land located at Montgomery-Gibbs Executive Airport, San Diego, CA 92123 is (Environmental Determination to be completed by Planning Department).
- C. A resolution approving the First Amendment to Flat Rate Lease with MYF Properties, LLC. The Council's approval of the First Amendment to Lease shall take effect and be in force upon Council's approval of Item D.
- D. A resolution approving the Second Amendment to Flat Rate Lease with MYF Holdings LLC. The Council's approval of the Second Amendment to Lease shall take effect and be in force upon Council's approval of Item C.
- E. A resolution declaring the subject properties as "exempt surplus land."

DISCUSSION OF ITEM:

First Amendment to Flat Rate Lease with MYF Properties, LLC.

The City owns a 26.2-acre parcel of land located at Montgomery-Gibbs Executive Airport, San Diego, CA 92123 ("**Premises**"). This land is currently leased to MYF Properties, LLC, a California limited liability company, dba Executive Airpark, under a lease documented with the Office of the City Clerk as Document No. RR-313508, dated April 27, 2021.

The City now desires to recapture the 2.44-acre triangular-shaped parcel (Option Parcel A) from the Executive Airpark leasehold for the construction and operation of the proposed new Air Traffic Control Tower (Site 13). The amendment extends the term of the lease for five years while the FAA evaluates the Option Parcel A for its suitability for the construction and operation of the ATCT.

As background, in April 2024, the FAA informed City staff that the ATCT at Montgomery-Gibbs Executive Airport would be replaced under Tranche 2 of the Bipartisan Infrastructure Law (BIL). The decision was based on the age and height of the current 61-year-old tower, which stands 49 feet high. The aim is to address significant air traffic and line-of-sight challenges and improve the National Airspace System. The current ATCT is located on the north side of the airfield, with controllers facing south, an unfavorable position due to the sun's path.

Following FAA's ATCT siting protocol, FAA and City staff evaluated several options and locations using an FAA 3-D model platform that simulates an air traffic controller's perspective. This virtual environment showed real-time representations of the airport surface, including current and proposed developments, such as ATCT sites, structures, runways, and taxiways. It also visualized the Line of Sight (LOS) from any controller position while observing aircraft movements. A total of 13 sites were analyzed, and a location on the currently leased property to Executive Airpark, LLC was selected as the best site for the new ATCT, as Site 13.

The proposed new Air Traffic Control Tower (ATCT) will be a completely new structure with a maximum cab floor height of 119.3 feet above ground level. The ATCT will be constructed on the south side of the airfield to eliminate sun glare issues and enhance line of sight, addressing the limitations posed by the current ATCT's location. The FAA will need to perform its due diligence and conduct the appropriate National Environmental Policy Act (NEPA) reviews to confirm site readiness. Meanwhile, the City is obligated to continue providing the FAA with space at no cost, in consideration of the FAA building the tower, which has an estimated cost of approximately \$30 million, not including staffing costs.

Pursuant to the above, the Lessee has agreed to amend the lease to remove Option Parcel A from the leasehold. Pursuant to the Amendment, the Lessee would no longer be required to construct \$5,542,870 in improvements on the property which consisted of 17,500 square feet of hangars and an 11,000 square foot museum.

In the event the FAA determines that the Option Parcel A is not suitable for the new control tower within five (5) years from the effective date of the Amendment, the City reserves the right to require Lessee to lease the Option Area A parcel and to make asphalt improvements and tie-down spaces for aircraft parking. The improvements will have a minimum improvement cost of One Million Dollars (\$1,000,000) and will be completed within eight (8) years from the date City exercises its' option.

Second Amendment to Flat Rate Lease with MYF Holdings LLC.

The City also owns that certain 17.34-acre parcel of land located at Montgomery-Gibbs Executive Airport, San Diego, CA 92123 ("**Premises**"). The City currently leases the Premises to MYF Holdings LLC., a California limited liability company (the "**Lessee**"), on file with the San Diego City Clerk as Document No. RR-310431 ("Lease"), which was assigned to Lessee, and which Assignment was consented to by the City on November 22, 2016. Lessee has an interest in another entity, MYF Properties, dba Executive Airpark, with a leasehold (Executive Airpark Leasehold) at Montgomery-Gibbs Executive Airport.

The City and Lessee have agreed to amend the Lease to remove a 1,434-square foot portion of the Premises for the construction of a public vehicle access road that will serve all airport tenants.

City and Lessee also desire to revise the General Development Plan and provide City with options to require Lessee to develop additional aviation facilities on the Premises pursuant to the Revised General Development Plan.

As these leaseholds are both owned by the same entity, these lease amendments are contingent upon Council approving both lease amendments at the same time.

City Strategic Plan Goal(s)/Objective(s):

This action relates to the Strategic Plan's Priority Area: Foster Regional Prosperity by supporting a strong local economy, well-paying jobs, economic activity, and opportunities in the community.

This action also relates to the Strategic Plan's Priority Area: Protect and Enrich Every Neighborhood by providing visitors and residents with access to neighborhood assets, such as Montgomery-Gibbs Executive Airport, that anchor community life, foster interaction, and promote well-being.

Fiscal Considerations:

The rental revenue for the Executive Airpark Leasehold to the Airport expected during the twelve-month period after the effective date is approximately \$634,161, an annual decrease of approximately \$61,447 due to the reduction in size of the Leasehold. The Lease provides for periodic adjustment to the rent. All rent is required to be deposited into fund 700033, Airports Enterprise.

The rental revenue for the MYF Holdings LLC Leasehold to the Airport expected during the twelve-month period after the effective date is approximately \$467,014, a decrease of approximately \$888 due to the reduction in size of the Leasehold. The Lease provides for periodic adjustment to the rent. All rent is required to be deposited into fund 700033, Airport Enterprise.

Although the rental revenue will be reduced with both of these amendments, the public benefits of safety, improved access, and increased efficiency of airport operations that will result from these changes greatly outweigh any negative fiscal impacts.

Fund 700033, Airport Enterprise, will also receive additional revenue of two percent (2%) of the value of all consideration payable on any assignment of the Lease.

Surplus Land Act

The Federal Aviation Administration (FAA) prohibits housing on all of the City's airport properties. The City declares all of the City's airport properties exempt surplus land. Therefore, the First Amendment to Flat Rate Lease with MYF Properties, LLC and a Second Amendment to Flat Rate Lease with MYF

Holdings LLC are not “dispositions of surplus land” pursuant to Government Code section 54221(d)(1)(B). As a result, the Lease Amendments are not subject to the Surplus Land Act.

Charter Section 225 Disclosure of Business Interests:

MYF Properties, LLC is wholly owned by MYF Holdings

| <u>Name and Address</u> | <u>Membership Interest</u> |
|--|----------------------------|
| MYF Holdings, LLC, a Delaware Limited Liability company Dba Executive Airpark 10181 Scripps Gateway Court San Diego, CA 92131 MYF Holdings, LLC is wholly owned by MI Aviation Holdings, LLC | 100% |

| <u>Name and Address of Members</u> | <u>Membership Interest</u> |
|--|----------------------------|
| MI Aviation Holdings, LLC, A Delaware Limited Liability Company 10181 Scripps Gateway Court San Diego, CA 92131 MI Aviation Holdings, LLC is wholly owned by MINCA, INC | 100% |

| <u>Name and Address of Members</u> | <u>Membership Interest</u> |
|--|----------------------------|
| MINCA, INC, A Delaware Corporation 10181 Scripps Gateway Court San Diego, CA 92131 | 100% |

| <u>Name and Address of Members</u> | <u>Membership Interest</u> |
|--|----------------------------|
| MINCA INC is wholly owned by Medimpact Holdings, Inc Medimpact Holdings, Inc., A Delaware Corporation 10181 Scripps Gateway Court San Diego, CA 92131 | 100% |

Medimpact Holdings, Inc. is 95% owned by Howe Family Trust
Equity Holdings LLC

| <u>Name and Address of Members</u> | <u>Membership Interest</u> |
|--|----------------------------|
| Howe Family Trust Equity Holdings, LLC a Delaware Limited Liability Company 10181 Scripps Gateway Court San Diego, CA 92131 Officers: Frederick Howe, Aaron Roberts President/CEO: Frederick Howe Howe Family Trust Equity Holdings, LLC is wholly owned by Howe Family Trust | 95% |

| <u>Name and Address of Members</u> | <u>Membership Interest</u> |
|---|----------------------------|
| Howe Family Trust 10181 Scripps Gateway Court San Diego, CA 92131 Trustees: Frederick Howe | 100% |

Environmental Impact:

To be determined by Planning

Climate Action Plan Implementation:

This project will facilitate compliance with ZEMBOP.

Equal Opportunity Contracting Information (if applicable):

EOC exempts lease agreements where the City is not the lessee.

Previous Council and/or Committee Actions:

This item will be heard at Committee prior to Council.

Key Stakeholders and Community Outreach Efforts:

The Lease Amendment will be discussed at the monthly Airport Advisory Committee public meeting on March 11, 2026.

Director, Economic Development

Chief Housing & Community Development
Officer

**FIRST AMENDMENT TO
FLAT RATE LEASE
(Executive Airpark)**

THIS FIRST AMENDMENT TO FLAT RATE LEASE (“First Amendment”) is made by and between the CITY OF SAN DIEGO, a California municipal corporation (“City”) and MYF PROPERTIES, LLC, a Delaware limited liability company (“Lessee”), to be effective as of the date this First Amendment is signed as approved as to form by the San Diego City Attorney, as shown on the signature page to this First Amendment (“First Amendment Effective Date”).

RECITALS

- A. Pursuant to that certain Flat Rate Lease between City and Lessee, effective May 28, 2021, on file with the San Diego City Clerk as Document No. RR-313508 (“Lease”), City leased approximately 26.2 acres of City-owned real property located at Montgomery-Gibbs Executive Airport, in the City of San Diego, County of San Diego, California as more particularly described and depicted in the Lease to Lessee.
- B. The Lease includes an option for City to reduce the size of the Premises by removing Option Area 1 (as defined in the Lease) from the Premises. The parties now desire to amend the Lease to extinguish that option and instead reduce the size of the Premises by removing Option Area A (as defined in this First Amendment).
- C. The Parties also desire to amend the Lease to grant City an option to require Lessee to later lease Option Area A again from the City and re-include it in the Premises, upon the terms and conditions set out in this First Amendment.
- D. The Parties also desire to amend the Lease to revise the General Development Plan.
- E. The Parties also desire to further amend the Lease to add and update standard City clauses that have become mandatory since the Lease was executed.

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. Incorporation of Recitals. The Recitals above are true and correct and are incorporated into this First Amendment by this reference, as though fully set forth in this First Amendment.
- 2. Capitalized Terms. Unless otherwise defined in this First Amendment, capitalized terms used in this First Amendment shall have the same meanings as given therefor in the Lease.

3. The reference in Section 1.1 Premises, to “approximately 26.2 acres of land”, is hereby **DELETED** in its entirety and **REPLACED** with the following: “approximately 1,041,728.16 square feet of land.”
4. Section 1.1.2 City’s Right to Option Area 1, is hereby **DELETED** in its entirety and **REPLACED** with the following:

“1.1.2 Option Area A. On or after the fifth anniversary of the First Amendment Effective Date, at City’s option, and upon thirty (30) days written notice to Lessee during the Term (as defined in Section 2.1) of City’s exercise of such option, Lessee shall also lease from City and City shall lease to Lessee, a portion, or all, of that certain real property situated at the Airport, totaling approximately 92,868.81 square feet, depicted as “Option Area A” in Exhibit E, and described in Exhibit E-1 (the “Option Premises”), which Option Premises, if any, taken together with the Premises shall be referred to herein as the “Premises”. If the City exercises the option set out in this Section 1.1.2, without further City Council resolution, the Parties shall amend this Lease to:

1.1.2.1 Include the parts of Option Area A affected into the Premises;

1.1.2.2 Increase the Rent by finding the product of (a) the new total approximate square footage of the expanded Premises and (b) the then-effective Rent divided by 1,041,728.16. For purposes of illustration, if the City excised its option as to 90,000 square feet of Option Area A, the increased Rent would be calculated as follows: $1,131,728.16$ [the approximate area of the expanded Premises, including the 90,000 square feet of Option Area A] \times ([the then-effective Rent] \div 1,041,728.16) = [increased Rent amount]; and

1.1.2.3. Require Lessee to make improvements to the asphalt and tie down spaces for aircraft parking upon the Premises (collectively, the “Parking Improvements”) as directed by City. Such Parking Improvements shall have a cost of not less than One Million Dollars (\$1,000,000.00), shall be completed no later than the eighth (8th) anniversary of the date the City exercises its option set out in Section 1.1.2, and shall be subject to the requirements set out in Sections 10.2, 10.3, and 10.5 through 10.7, inclusive.”

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

“2.1. Term. The “Commencement Date” for this Lease is June 1, 2021. The term of this Lease shall be forty-five years commencing on Commencement Date (“Term”). The Term, if not otherwise hereafter extended, amended, or earlier terminated, shall expire at 11:59 on the forty-fifth (45th) anniversary of the Commencement Date. “Lease Year” as used in this Lease shall mean the first twelve (12) month period commencing on the Commencement Date, and each

succeeding 12-month period thereafter during the Term.”

6. 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 of the Term or earlier 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 expiration of the Term or earlier termination of the Lease.”

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

“3.2 Rent Amount. Effective the First Amendment Effective Date, the monthly rent (“Rent”) for the Premises shall be Fifty-Three Thousand Eight Dollars and Six cents (\$53,008.06), which reflects the adjusted Rent based on the reduction of the size of the Premises effected by the First Amendment to the Lease. The Rent is subject to adjustment (pursuant to the CPI Index Adjustment Dates set forth in Section 3.2.1 below) based on the increases, if any, in the CPI (as defined in Section 3.2.1) or the market value of the Premises (established as described in Section 3.3), and/or the inclusion of the Option Premises as part of the Premises pursuant to the City’s option set out in Section 1.1.2. In the event City decides to exercise its option to require Lessee to lease all or a portion of the Option Premises as set forth above in Section 1.1.2, the Rent shall be adjusted in a manner set forth in Section 1.1.2.2. All references to “square footage” or “area” in Section 1.1.2.2 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.”

8. Section 10.4 of the Lease is hereby **DELETED** in its entirety and **REPLACED** with the following:

“10.4 Minimum Improvement Costs. Lessee agrees to spend a minimum of Ten Million Four Hundred Nine-Three Thousand Dollars (\$10,493,000.00) on all the improvements described in the General Development Plan, as set forth in Revised Exhibit “B” General Development Plan and depicted on Revised Exhibit “B-1” Master Leasehold Map.”

9. Section 12.35 Product Endorsement is hereby **ADDED** to the Lease as follows:

“12.35 Product Endorsement. Lessee shall comply with Council Policy 000-41 concerning product endorsement requiring that any advertisement referring to City as a user of a good or service must have the prior written approval of the Mayor.”

10. Section 12.36 Zero Emissions Municipal Buildings and Operation Policy is hereby **ADDED** to the Lease as follows:

“12.36 Zero Emissions Municipal Buildings and Operation Policy. Lessee will comply with all requirements of Council Policy 900-03, as amended from time to time, which are incorporated into this Lease by this reference.”

11. **Exhibit A** and **Exhibit A-1** are hereby **DELETED** in their entirety and **REPLACED** with **Revised Exhibit A** and **Revised Exhibit A-1**, attached to this First Amendment. All references to “Exhibit “A”” in the Lease are hereby amended to be references to Revised Exhibit “A”. All references to “Exhibit “A-1”” in the Lease are hereby amended to be references to Revised Exhibit “A-1”.

12. **Exhibit B** and **Exhibit B-1** are hereby **DELETED** in their entirety and **REPLACED** with **Revised Exhibit B** and **Revised Exhibit B-1**, attached to this First Amendment. All references to “Exhibit “B”” in the Lease are hereby amended to be references to Revised Exhibit “B”. All references to “Exhibit “B-1”” in the Lease are hereby amended to be references to Revised Exhibit “B-1”.

13. **Exhibit “E”** and **Exhibit “E-1”**, attached to this First Amendment, are both hereby **ADDED** to the Lease, and by this reference are incorporated therein.

14. Confirmation of Agreement. The Lease, as amended by this First, is in all respects confirmed and all the terms, provisions, and conditions of the Lease, as amended, shall be and remain in full force and effect.

15. Entire Agreement. The Lease, as amended by this First Amendment, represents the entire understanding between the Parties as to the subject matter of the Lease, as so amended.

16. Principles of Interpretation. No inference in favor of or against any Party shall be drawn from the fact that such Party drafted any part of this First Amendment. The Parties participated substantially in the negotiation, drafting, and revision of this First Amendment, with advice from legal and other counsel and advisers of their own selection. A word, term or phrase defined in this First Amendment may be used in the singular, plural, past tense or future tense, regardless of how it is defined, all in accordance with ordinary principles of English grammar, which shall govern all language in this First Amendment. The words “include” and “including” in this First Amendment shall be construed to be followed by the words: “without limitation.” Each collective noun in this First Amendment shall be interpreted as if followed by the words “(or any part of it),” except where the context clearly requires otherwise. Every reference to a document, including this First Amendment, refers to such document, as modified from time to time (excepting any modification that violates the License), and includes all exhibits, schedules, addenda, and riders to such document. The word “or” in this First Amendment includes the word “and,” except where the context clearly requires otherwise. Every reference to a law, statute, regulation, order, form, or similar governmental requirement in this First Amendment refers to each such requirement as amended, modified, renumbered, superseded, or succeeded, from time to time.

17. Governing Law. The procedural and substantive laws of the State of California shall govern

the interpretation and enforcement of this First Amendment, without application of conflicts of laws principles or statutes.

18. Binding on Successors and Assigns. This First Amendment shall be binding upon and inure to the benefit of the Parties and their respective legal representatives, successors, and assigns.
19. Authority. Each individual executing this Amendment on behalf of another person or legal entity represents and warrants that they are authorized to execute and deliver this First 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 Amendment is binding upon such person or entity in accordance with its terms. Each person executing this First 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.
20. No Other Representations or Warranties. Except as expressly set forth in this First Amendment, no Party makes any representation or warranty material to this First Amendment to any other Party.
21. Counterparts. This First Amendment may be signed by the authorized representatives of the Parties in multiple counterpart originals (including facsimile or electronic counterpart originals), each of which shall be deemed an original, and all such counterpart originals, when taken together, shall constitute one agreement.

[Remainder of page intentionally blank. Signatures appear on immediately following page.]

**SIGNATURE PAGE
TO
FIRST AMENDMENT TO
FLAT RATE LEASE
(Executive Airpark)**

IN WITNESS WHEREOF, City and Lessee sign and enter into this First Amendment, by and through the signatures of their respective authorized representatives, as follows:

CITY:
The City of San Diego,
a California municipal corporation

LESSEE:
MYF Properties, LLC,
a Delaware limited liability company

By: _____
Jorge Rubio
Deputy Director, Chief of Airports
Economic Development Department

By:  _____
Ray Richmond
President

APPROVED AS TO FORM
on _____:

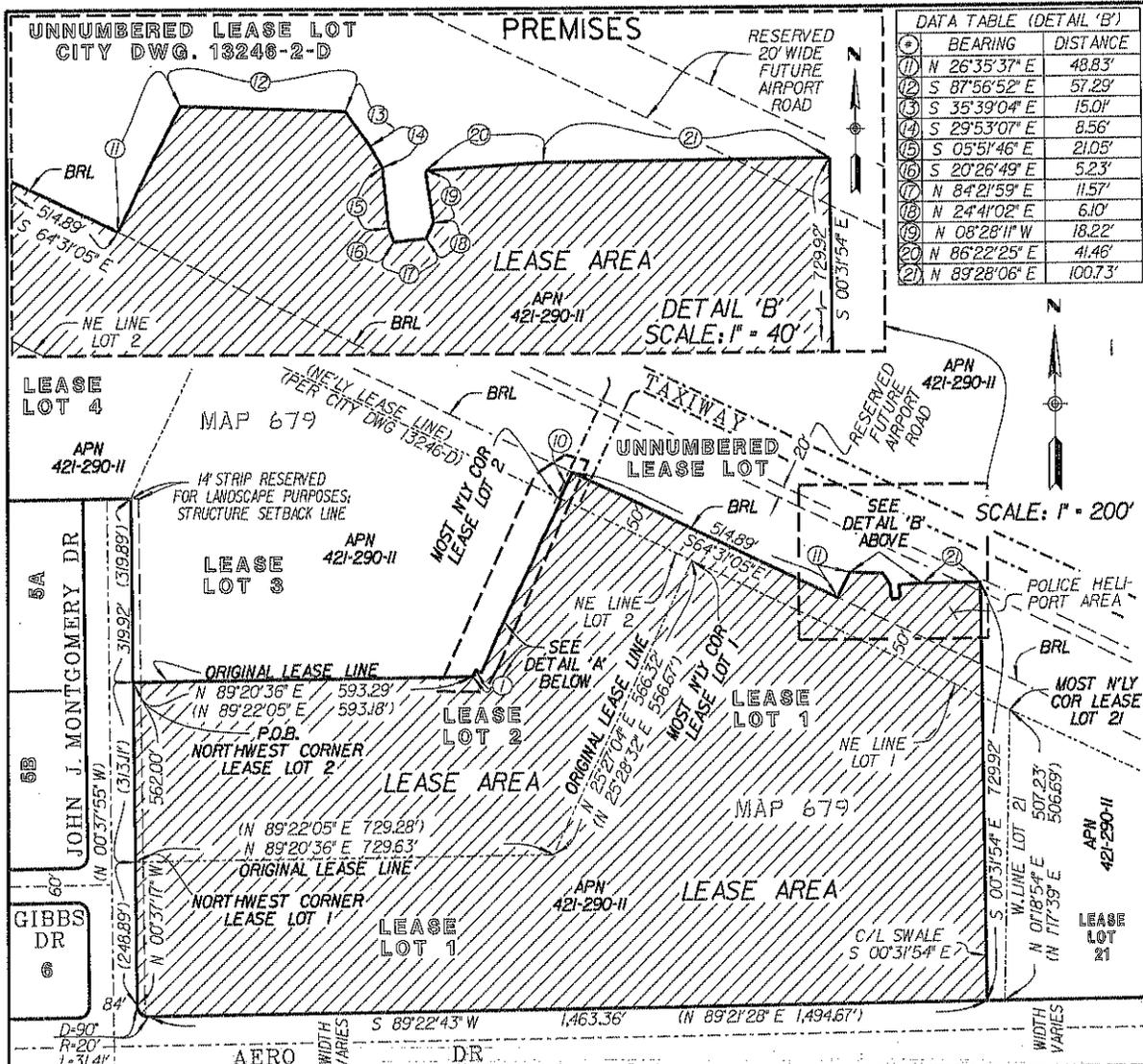
HEATHER FERBERT,
City Attorney

By: _____
Andrew J. Alfonso
Deputy City Attorney

**REVISED EXHIBIT A
TO
FLAT RATE LEASE
(Executive Airpark)**

[Attached behind this cover page]

REVISED EXHIBIT 'A'



DATA TABLE (DETAIL 'B')

| # | BEARING | DISTANCE |
|----|---------------|----------|
| 1 | N 26°35'37" E | 48.83' |
| 2 | S 87°56'52" E | 57.29' |
| 3 | S 35°39'04" E | 15.01' |
| 4 | S 29°53'07" E | 8.56' |
| 5 | S 05°51'46" E | 21.05' |
| 6 | S 20°26'49" E | 5.23' |
| 7 | N 84°21'59" E | 11.57' |
| 8 | N 24°41'02" E | 6.10' |
| 9 | N 08°28'11" W | 18.22' |
| 20 | N 86°22'25" E | 41.46' |
| 21 | N 89°28'06" E | 100.73' |

SCALE: 1" = 200'

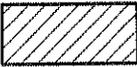
BASIS OF BEARINGS:

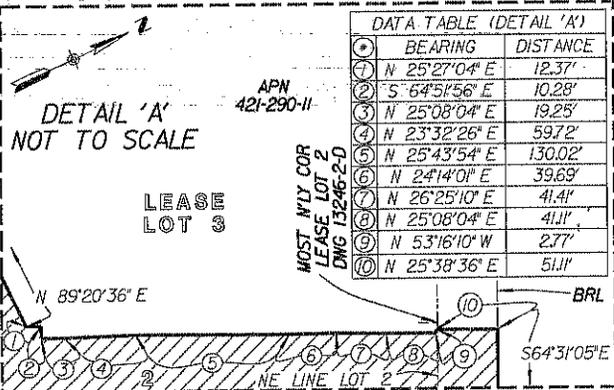
THE BASIS OF BEARINGS FOR THIS SURVEY IS THE GRID BEARING FROM GPS-17 TO GPS-974 PER ROS 14492, I.E. N83° 31'18"W. THE SAID BEARING IS BASED ON THE CALIFORNIA COORDINATE SYSTEM, ZONE 6, NAD 83 (EPOCH 1991.35).

REFERENCES:

CITY OF SAN DIEGO SURVEY FIELD NOTES;
LEPAGE, 236-1725, 4-13-1994, W.O.252125
FARNSWORTH, 234-1723, 5-20-1999, W.O. 117639
MAP 679
CITY DWG. 13246-2-D

LEGEND:

-  LEASE AREA
AREA = 1,041,728.16 SQ FT,
23.9148 ACRES
- XX MONTGOMERY FIELD - LEASE LOTS
PER CITY DWG 13246-2-D
- BRL BUILDING RESTRICTION LINE
- () INDICATES RECORD DATA PER
CITY DWG 13246-2-D
- P.O.B. INDICATES POINT OF BEGINNING



DATA TABLE (DETAIL 'A')

| # | BEARING | DISTANCE |
|----|---------------|----------|
| 1 | N 25°27'04" E | 12.37' |
| 2 | S 64°51'56" E | 10.28' |
| 3 | N 25°08'04" E | 19.25' |
| 4 | N 23°32'26" E | 59.72' |
| 5 | N 25°43'54" E | 130.02' |
| 6 | N 24°14'01" E | 39.69' |
| 7 | N 26°25'10" E | 41.11' |
| 8 | N 25°08'04" E | 41.11' |
| 9 | N 53°16'10" W | 2.77' |
| 10 | N 25°38'36" E | 51.11' |

PREPARED BY:

THE CITY OF SAN DIEGO PUBLIC WORKS DEPARTMENT, FIELD DIVISION.
UNDER THE DIRECTION OF DANIEL R. WATKINS, LS 8877 SENIOR LAND SURVEYOR

Daniel R. Watkins 8/14/2025
DANIEL R. WATKINS P.L.S. 8877



MONTGOMERY - GIBBS EXECUTIVE AIRPORT
LEASE PARCEL OVER LEASE LOTS 1, 2, &
A PORTION OF AN UN-NUMBERED LEASE LOT
PER CITY OF SAN DIEGO DWG NO. 13246-2-D

REVISED EXHIBIT 'A-1'
LEGAL DESCRIPTION

APN: 421-290-11

Lease Lots 1, 2, and a portion of an un-numbered lease lot 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. 76235, more particularly described as follows:

Lease Area

Beginning at the northwest corner of said Lease Lot 2, said point lying on the easterly line of John J. Montgomery Drive as shown on said Drawing 13246-2-D and being the easterly terminus of that course shown and delineated on said drawing 13246-2-D of said Lease Lot 2 as North 89°22'05" East 593.18 feet; Thence along the northerly line of said Lease Lot 2 North 89°20'36" East 593.29 feet; Thence North 25°27'04" East 12.37 feet; Thence leaving said northerly line South 64°51'56" East 10.28 feet; Thence North 25°08'04" East 19.25 feet; Thence North 23°32'26" East 59.72 feet; Thence North 25°43'54" East 130.02 feet; Thence North 24°14'01" East 39.69 feet; Thence North 26°25'10" East 41.41 feet; Thence North 25°08'04" East 41.11 feet; Thence North 53°16'10" West 2.77 feet; Thence North 25°38'36" East 51.11 feet to an intersection with the Building Restriction Line (BRL) lying 950.00 feet southwesterly of and parallel with the centerline of Runway "28R", all as shown on said City Drawing No. 13246-2-D; Thence along said BRL, South 64°31'05" East 514.89 feet; Thence leaving said BRL North 26°35'37" East 48.83 feet; Thence South 87°56'52" East 57.29 feet; Thence South 35°39'04" East 15.01 feet; Thence South 29°53'07" East 8.56 feet; Thence South 05°51'46" East 21.05 feet; Thence South 20°26'49" East 5.23 feet; Thence North 84°21'59" East 11.57 feet; Thence North 24°41'02" East 6.10 feet; Thence North 08°28'11" West 18.22 feet; Thence North 86°22'25" East 41.46 feet; Thence North 89°28'06" East 100.73 feet; Thence South 00°31'54" East 729.92 feet to a point on the northerly line of Aero Drive as shown on said Drawing 13246-2-D; Thence along said northerly line of Aero Drive South 89°22'43" West 1,463.36 feet to the beginning of a tangent 20.00 foot radius curve, concave northeasterly; Thence northwesterly along the arc of said curve through a central angle of 90°00'00" a distance of 31.41 feet to said easterly line of John J. Montgomery Drive; Thence along said easterly line of John J. Montgomery Drive North 00°37'17" West 562.00 feet to the **Point of Beginning**.

The above described lease area contains 1,041,728.16 Square Feet, 23.9148 Acres.

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



8/14/2025

Daniel R. Watkins LS 8877 Date

Senior Land Surveyor, Field Engineering

City of San Diego

My Registration Expires 12-31-2025



File: LEASE LOTS 1 AND 2_REV EXHIBIT A-1_20250813

WBS 21003181- August, 2025

**REVISED EXHIBIT B
TO
FLAT RATE LEASE
(Executive Airpark)**

[Attached behind this cover page]

REVISED EXHIBIT B
GENERAL DEVELOPMENT PLAN
EXECUTIVE AIRPARK

| | DEVELOPMENT DESCRIPTION | DATE TO BEGIN | COMPLETION DATE | MINIMUM IMPROVEMENT COST |
|------------|--|-------------------------------------|-------------------------------------|--------------------------|
| Phases 1&2 | IMPROVE EXISTING PAVEMENTS UPDATE MARKINGS AND SIGNAGE VEHICULAR PARKING RECONFIGURATION (new pavements) ADA UPGRADES TIE DOWN RECONFIGURATION LANDSCAPE IMPROVEMENTS/PLAY AREA INDOOR/OUTDOOR FLIGHT CLUB AND SITE (5,850 sq ft) HANGAR REFURB (DOORS AND PAINT) NEW FENCING AND SECURITY HANGAR REFURB PHASE II IMPROVE SHADE AREA (PV SYSTEM) IMPROVE EXISTING PAVEMENTS PHASE II NEW SMALLER CONVENTIONAL HANGARS (6,800 sq ft) NEW CORPORATE CONVENTIONAL HANGARS (35,000 sq ft) START EIR PHASE I FOR HANGAR DEVELOPMENT SITE FUEL FARM DEVELOPMENT (2) 20K JetA, (1) 20K AvGas | 1 year from the commencement date | 9 years from the commencement date | 6,500,000 |
| Phase 3 | SITE INFRASTRUCTURE/PAVEMENTS/FENCING NEW COMMUNITY WASH RACK | 10 years from the commencement date | 13 years from the commencement date | 3,993,011 |
| TOTAL | | | | 10,493,011 |

**REVISED EXHIBIT B-1
TO
FLAT RATE LEASE
(Executive Airpark)**

[Attached behind this cover page]

REVISED EXHIBIT B-1 MASTER LEASEHOLD MAP

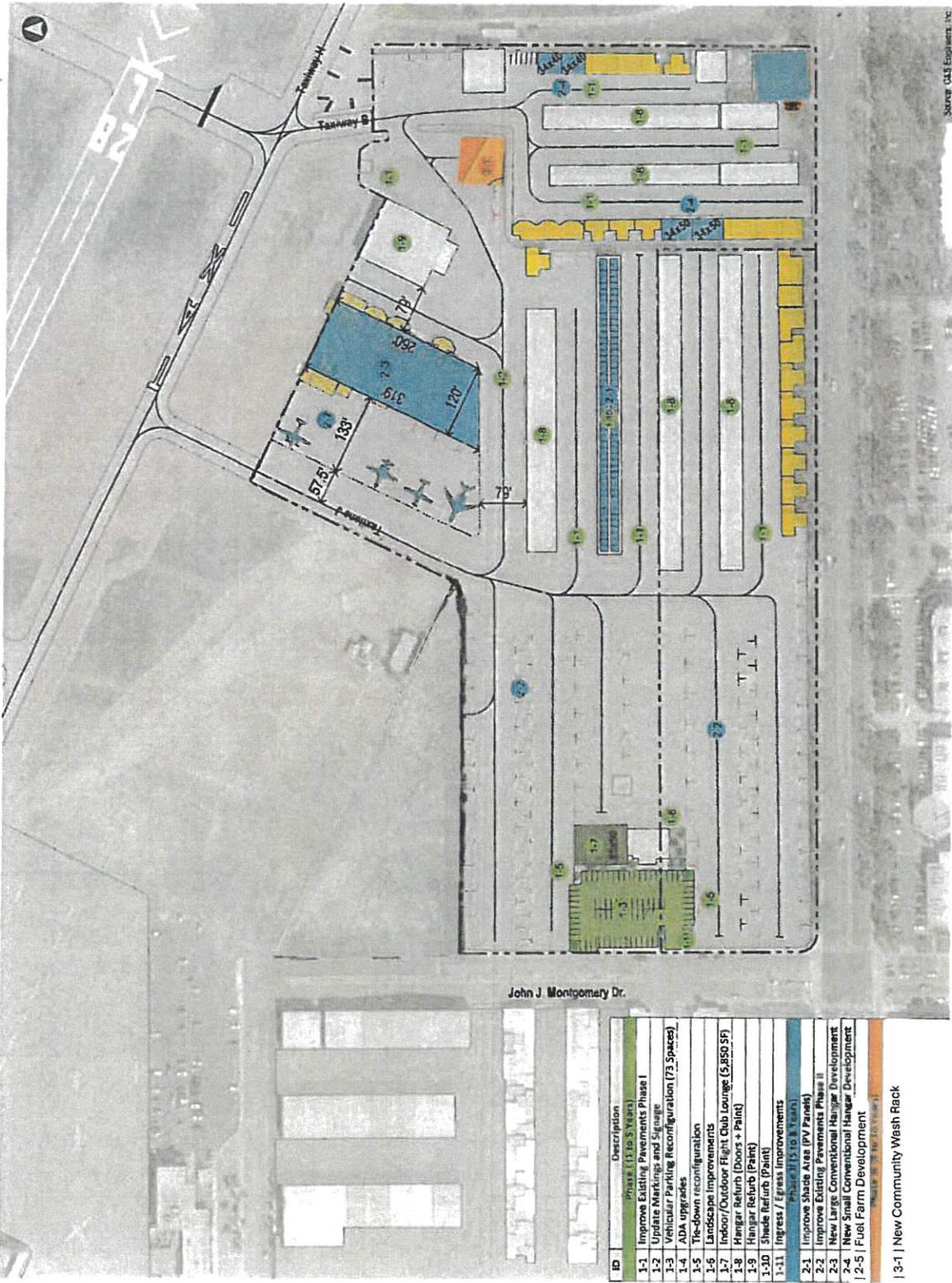


Figure 1
Proposed Phasing

- Legend**
- Lease Line
 - Existing Buildings
 - Existing Pavement
 - Privately Owned Hangars
 - Tie-down Removal
- Phase I Development**
- Pavement Construction
 - Building Construction
 - Landscaping Improvements
- Phase II Development**
- Pavement Construction
 - Building Construction
 - PV Panel Improvements
 - Hangar Demolition
- Phase III Development**
- Pavement Construction
 - Building/Tank Construction
 - Landscaping Improvements



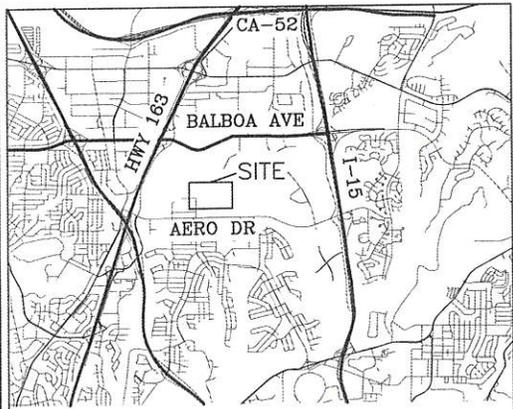
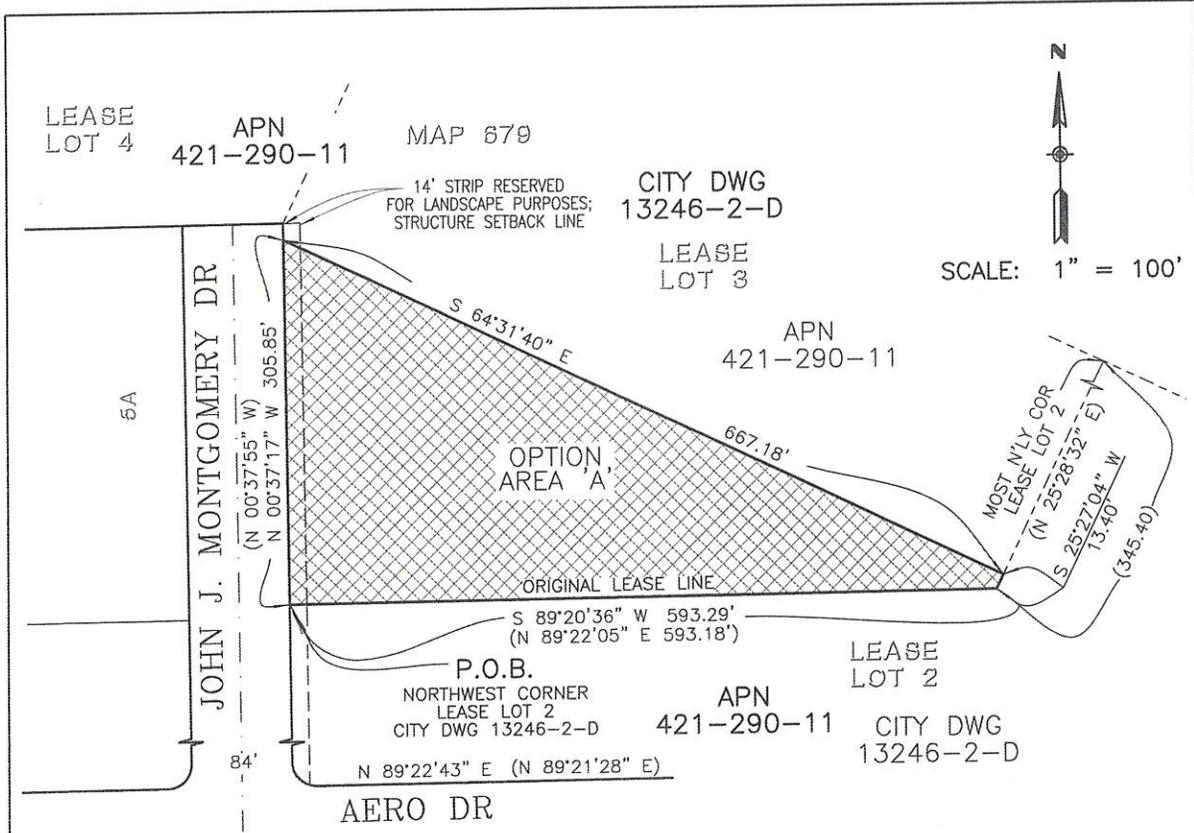
| ID | Description |
|-----------------------------------|---|
| Phase I (1 to 5 Years) | |
| 1-1 | Improve Existing Pavements Phase I |
| 1-2 | Update Markings and Signage |
| 1-3 | Vehicular Parking Reconfiguration (73 Spaces) |
| 1-4 | ADA upgrades |
| 1-5 | Tie-down reconfiguration |
| 1-6 | Landscaping Improvements |
| 1-7 | Indoor/Outdoor Flight Club Lounge (6,850 SF) |
| 1-8 | Hangar Refurb (Doors + Paint) |
| 1-9 | Hangar Refurb (Paint) |
| 1-30 | Shade Refurb (Paint) |
| 1-31 | Ingress / Egress Improvements |
| Phase II (5 to 10 Years) | |
| 2-1 | Improve Shade Area (PV Panels) |
| 2-2 | Improve Existing Pavements Phase II |
| 2-3 | New Large Conventional Hangar Development |
| 2-4 | New Small Conventional Hangar Development |
| 2-5 | Fuel Farm Development |
| Phase III (10 to 20 Years) | |
| 3-1 | New Community Wash Rack |

Source: G.A.S. Equipment, Inc.

**EXHIBIT E
TO
FLAT RATE LEASE
(Executive Airpark)**

[Attached behind this cover page]

EXHIBIT 'E'



LEGEND:



OPTION AREA 'A'
AREA = 95,197.02 SQ FT,
2.1854 ACRES

- XX MONTGOMERY FIELD - LEASE LOTS PER CITY DWG 13246-2-D
- BRL BUILDING RESTRICTION LINE
- () INDICATES RECORD DATA PER CITY DWG 13246-2-D
- P.O.B. INDICATES POINT OF BEGINNING

REFERENCES:

CITY OF SAN DIEGO SURVEY FIELD NOTES;
LEPAGE, 236-1725, 4-13-1994, W.O.252125
FARNSWORTH, 234-1723, 5-20-1999, W.O. 117639
MAP 679
CITY DWG. 13246-2-D

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE GRID BEARING FROM GPS-17 TO GPS-974 PER ROS 14492, I.E. N83°31'18"W. THE SAID BEARING IS BASED ON THE CALIFORNIA COORDINATE SYSTEM, ZONE 6, NAD 83 (EPOCH 1991.35).

PREPARED BY:

THE CITY OF SAN DIEGO PUBLIC WORKS DEPARTMENT, FIELD DIVISION.
UNDER THE DIRECTION OF DANIEL R. WATKINS, LS 8877 SENIOR LAND SURVEYOR

Daniel R. Watkins 01/14/2026
DANIEL R. WATKINS P.L.S. 8877



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

**REVISED EXHIBIT E-1
TO
FLAT RATE LEASE
(Executive Airpark)**

[Attached behind this cover page]

EXHIBIT 'E-1'
LEGAL DESCRIPTION

APN: 421-290-11

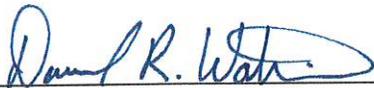
A portion of Lease Lot 3 within Montgomery – Gibbs Executive Airport in the City of San Diego, County of San Diego, State of California, according to City of San Diego Drawing thereof No. 13246-2-D as approved by the Federal Aviation Administration (FAA) and filed with the San Diego City Clerk on December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

Option Area 'A'

Beginning at the northwest corner of Lease Lot 2 of said Drawing No. 13246-2-D, said point lying on the easterly line of John J. Montgomery Drive as shown on said Drawing 13246-2-D; Thence along said easterly line of John J. Montgomery Drive North $00^{\circ}37'17''$ West 305.85 feet; Thence leaving said easterly line of John J. Montgomery Drive South $64^{\circ}31'40''$ East 667.18 feet to a point on the northerly line of said Lease Lot 2, Thence along said northerly line of Lease Lot 2 South $25^{\circ}27'04''$ West 13.40 feet; Thence continuing along said north line South $89^{\circ}20'36''$ West 593.29 feet to the **Point of Beginning**.

The above described lease area contains 95,197.02 Square Feet, 2.1854 Acres.

Exhibit 'E', attached and by this reference is made a part hereto.



1/14/2026

Daniel R. Watkins LS 8877 Date
Senior Land Surveyor, Field Engineering
City of San Diego
My Registration Expires 12-31-2027



File: LEASE LOT 3_EXHIBIT E-1_20260114
WBS 21003181– January, 2026

**SECOND AMENDMENT TO
MONTGOMERY-GIBBS EXECUTIVE AIRPORT
FLAT RATE LEASE**

THIS SECOND AMENDMENT TO MONTGOMERY-GIBBS EXECUTIVE AIRPORT FLAT RATE LEASE (“Second Amendment”) is made by and between the CITY OF SAN DIEGO, a California municipal corporation (“City”) and MYF HOLDINGS, LLC, a Delaware limited liability company (“Lessee”), to be effective as of the date this Second Amendment is signed as approved as to form by the San Diego City Attorney, as shown on the signature page to this Second Amendment (“Second Amendment Effective Date”).

RECITALS

- A. Pursuant to that certain Montgomery-Gibbs Executive Airport Flat Rate Lease between City and CrownAir Holdings, Inc., a California Corporation dba CrownAir Aviation, on file with the San Diego City Clerk as Document No. RR-310431 (“Lease”), which was assigned to Lessee, and which Assignment was consented to by the City on November 22, 2016, City leased approximately 16 acres of City-owned real property located at Montgomery-Gibbs Executive Airport, in the City of San Diego, County of San Diego, California as more particularly described and depicted in the Lease to Lessee.
- B. City and Lessee amended the Lease in that certain First Amendment to Flat Rate Parcel Ground Lease, effective November 1, 2020 (“First Amendment”), to, among other things, memorialize the City’s exercise of an option in the Lease to require Lessee to lease from City an expanded Premises that also included Option Area 1 (as defined in the Lease).
- C. The Lease includes an option for City to reduce the size of the Premises and Option Area 2 (as defined in the Lease) to accommodate the development of a Future Airport Road (as defined in the Lease). The City desires to exercise this option and the parties now desire to further amend the Lease to reflect that the City has exercised its option to take back the Future Airport Road by updating the description of the Premises and Option Parcel 2.
- D. The Parties also desire to further amend the Lease revise the General Development Plan.
- E. The Parties also desire to further amend the Lease to add and update standard City clauses that have become mandatory since the Lease and First Amendment were executed.

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. Incorporation of Recitals. The Recitals above are true and correct and are incorporated into this Second Amendment by this reference, as though fully set forth in this Second Amendment.
- 2. Capitalized Terms. Unless otherwise defined in this Second Amendment, capitalized terms used in this Second Amendment shall have the same meanings as given therefor in the Lease.

3. The final paragraph of Section 1.1 of the Lease, beginning, “City has made Lessee aware ...”, and ending with, “ ... in proportion to the amount of land taken back”, is hereby **DELETED** in its entirety.
4. Section 3.2.3 Rent Amount Effective November 1, 2020, added to the Lease by the First Amendment, is hereby **DELETED** in its entirety and **REPLACED** with the following:

“3.2.3 Rent Amount Effective Upon the Second Amendment Effective Date. Effective on the first day of the calendar month following the Second Amendment Effective Date, the monthly rent (“Rent”) for the Premises shall be Thirty-Eight Thousand Nine Hundred Eighteen Dollars (\$38,918.00) which reflects the adjusted Rent based on the reduction of the size of the Premises effected by the Second Amendment to the Lease. The Rent will continue to be subject to adjustment as authorized in the Lease, including, but not limited to, pursuant to Sections 3.2.1 and 3.3.”

5. Section 4.4 Encumbrance of the Lease is hereby **DELETED** in its entirety and **REPLACED** with the following:

“4.4 Encumbrance. Subject to receipt of the City’s prior written consent, Lessee may encumber its leasehold estate, and those permanent improvements that Lessee has constructed on the Premises during the term of this Lease, by a deed of trust, mortgage, chattel mortgage, or other security instrument to secure the payment of a promissory note or notes of Lessee, upon the express condition that the proceeds of such loan or loans be devoted exclusively to the purpose of developing either (a) the Premises in accordance with the General Development Plan, or (b) the “Premises” as such term is defined in that certain Flat Rate Lease between City and MYF Properties, LLC, on file with the San Diego City Clerk as Document No. RR-313508 (the “Executive Airpark Lease”), as may be amended from time to time. The “Premises” defined in the Executive Airpark Lease is referred to herein as the “Executive Airpark Leasehold Premises”. However, no more than ten percent (10%) of the loan proceeds may be disbursed for payment of incidental costs of construction, including but not limited to the following: off-site improvements for service of the Premises or Executive Airpark Leasehold Premises, as the case may be; on-site improvements; escrow charges; premiums for hazard insurance or other insurance or bonds required by City; title insurance premiums; reasonable loan costs such as discounts, interest, and commissions; and architectural, engineering, and attorneys’ fees and other normal expenses incidental to such construction.

All encumbrances of the Premises or of any permanent improvements thereon must first be approved in writing by the City and shall also be for the exclusive purpose of either (y) the development of the Premises, or (z) the Executive Airpark Leasehold Premises pursuant to the Executive Airpark Lease, as may be amended from time to time. In the event any such approved deed of trust or mortgage or other security agreement should at any time be in default and be foreclosed or transferred

in lieu of foreclosure, City will accept the City-approved mortgagee or beneficiary thereof as its new tenant under this Lease with all the rights, privileges, and duties granted and imposed in this Lease. Upon prior written approval by City, said mortgagee or beneficiary may assign this Lease to its nominee, if, in the opinion of City, the nominee is a reputable, qualified, and financially responsible person or entity. Any deed of trust, mortgage, or other security agreement shall be subject to all of the terms, covenants, and conditions of this Lease and shall not be deemed to amend or alter any of the terms, covenants, or conditions hereof.”

6. Section 12.30 Product Endorsement is hereby **ADDED** to the Lease as follows:

“12.30 Product Endorsement. Lessee shall comply with Council Policy 000-41 concerning product endorsement requiring that any advertisement referring to City as a user of a good or service must have the prior written approval of the Mayor.”

7. Section 12.31 Zero Emissions Municipal Buildings and Operation Policy is hereby **ADDED** to the Lease as follows:

“12.31 Zero Emissions Municipal Buildings and Operation Policy. Lessee will comply with all requirements of Council Policy 900-03, as amended from time to time, which are incorporated into this Lease by this reference.”

8. **Revised Exhibit A: Depiction of Premises Effective November 1, 2020** and **Revised Exhibit A-1: Legal Description of the Premises Effective November 1, 2020**, added to the Lease by the First Amendment, are both hereby **DELETED** in their entirety.

9. **Exhibit A** and **Exhibit A-1** are hereby **DELETED** in their entirety and **REPLACED** with **Second Revised Exhibit A** and **Second Revised Exhibit A-1**, attached to this Second Amendment. All references to “Exhibit “A”” in the Lease are hereby amended to be references to Second Revised Exhibit “A”. All references to “Exhibit “A-1”” in the Lease are hereby amended to be references to Second Revised Exhibit “A-1”.

10. **Exhibit B** and **Exhibit B-1** are hereby **DELETED** in their entirety and **REPLACED** with **Revised Exhibit B** and **Revised Exhibit B-1**, attached to this Second Amendment. All references to “Exhibit “B”” in the Lease are hereby amended to be references to Revised Exhibit “B”. All references to “Exhibit “B-1”” in the Lease are hereby amended to be references to Revised Exhibit “B-1”.

11. Confirmation of Agreement. The Lease, as amended by the First Amendment and this Second Amendment, is in all respects confirmed and all the terms, provisions, and conditions of the Lease, as amended, shall be and remain in full force and effect.

12. Entire Agreement. The Lease, as amended by the First Amendment and this Second Amendment, represents the entire understanding between the Parties as to the subject matter of the Lease, as so amended.

13. Principles of Interpretation. No inference in favor of or against any Party shall be drawn from the fact that such Party drafted any part of this Second Amendment. The Parties participated

substantially in the negotiation, drafting, and revision of this Second Amendment, with advice from legal and other counsel and advisers of their own selection. A word, term or phrase defined in this Second Amendment may be used in the singular, plural, past tense or future tense, regardless of how it is defined, all in accordance with ordinary principles of English grammar, which shall govern all language in this Second Amendment. The words “include” and “including” in this Second Amendment shall be construed to be followed by the words: “without limitation.” Each collective noun in this Second Amendment shall be interpreted as if followed by the words “(or any part of it),” except where the context clearly requires otherwise. Every reference to a document, including this Second Amendment, refers to such document, as modified from time to time (excepting any modification that violates the License), and includes all exhibits, schedules, addenda, and riders to such document. The word “or” in this Second Amendment includes the word “and,” except where the context clearly requires otherwise. Every reference to a law, statute, regulation, order, form, or similar governmental requirement in this Second Amendment refers to each such requirement as amended, modified, renumbered, superseded, or succeeded, from time to time.

14. Governing Law. The procedural and substantive laws of the State of California shall govern the interpretation and enforcement of this Second Amendment, without application of conflicts of laws principles or statutes.
15. Binding on Successors and Assigns. This Second Amendment shall be binding upon and inure to the benefit of the Parties and their respective legal representatives, successors, and assigns.
16. Authority. Each individual executing this Amendment on behalf of another person or legal entity represents and warrants that they are authorized to execute and deliver this Second 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 Amendment is binding upon such person or entity in accordance with its terms. Each person executing this Second 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.
17. No Other Representations or Warranties. Except as expressly set forth in this Second Amendment, no Party makes any representation or warranty material to this Second Amendment to any other Party.
18. Counterparts. This Second Amendment may be signed by the authorized representatives of the Parties in multiple counterpart originals (including facsimile or electronic counterpart originals), each of which shall be deemed an original, and all such counterpart originals, when taken together, shall constitute one agreement.

[Remainder of page intentionally blank. Signatures appear on immediately following page.]

**SIGNATURE PAGE
TO
SECOND AMENDMENT TO
FLAT RATE PARCEL GROUND LEASE**

IN WITNESS WHEREOF, City and Lessee sign and enter into this Second Amendment, by and through the signatures of their respective authorized representatives, as follows:

CITY:
The City of San Diego,
a California municipal corporation

LESSEE:
MYF Holdings, LLC,
a Delaware limited liability company

By: _____
Jorge Rubio
Deputy Director, Chief of Airports
Economic Development Department

By:  _____
Ray Richmond
President

APPROVED AS TO FORM
on _____:

HEATHER FERBERT,
City Attorney

By: _____
Andrew J. Alfonso
Deputy City Attorney

**SECOND REVISED EXHIBIT A
TO
MONTGOMERY-GIBBS EXECUTIVE AIRPORT
FLAT RATE LEASE**

[Attached behind this cover page]

**SECOND REVISED EXHIBIT A-1
TO
MONTGOMERY-GIBBS EXECUTIVE AIRPORT
FLAT RATE LEASE**

[Attached behind this cover page]

**SECOND REVISED EXHIBIT A
TO
MONTGOMERY-GIBBS EXECUTIVE AIRPORT
FLAT RATE LEASE**

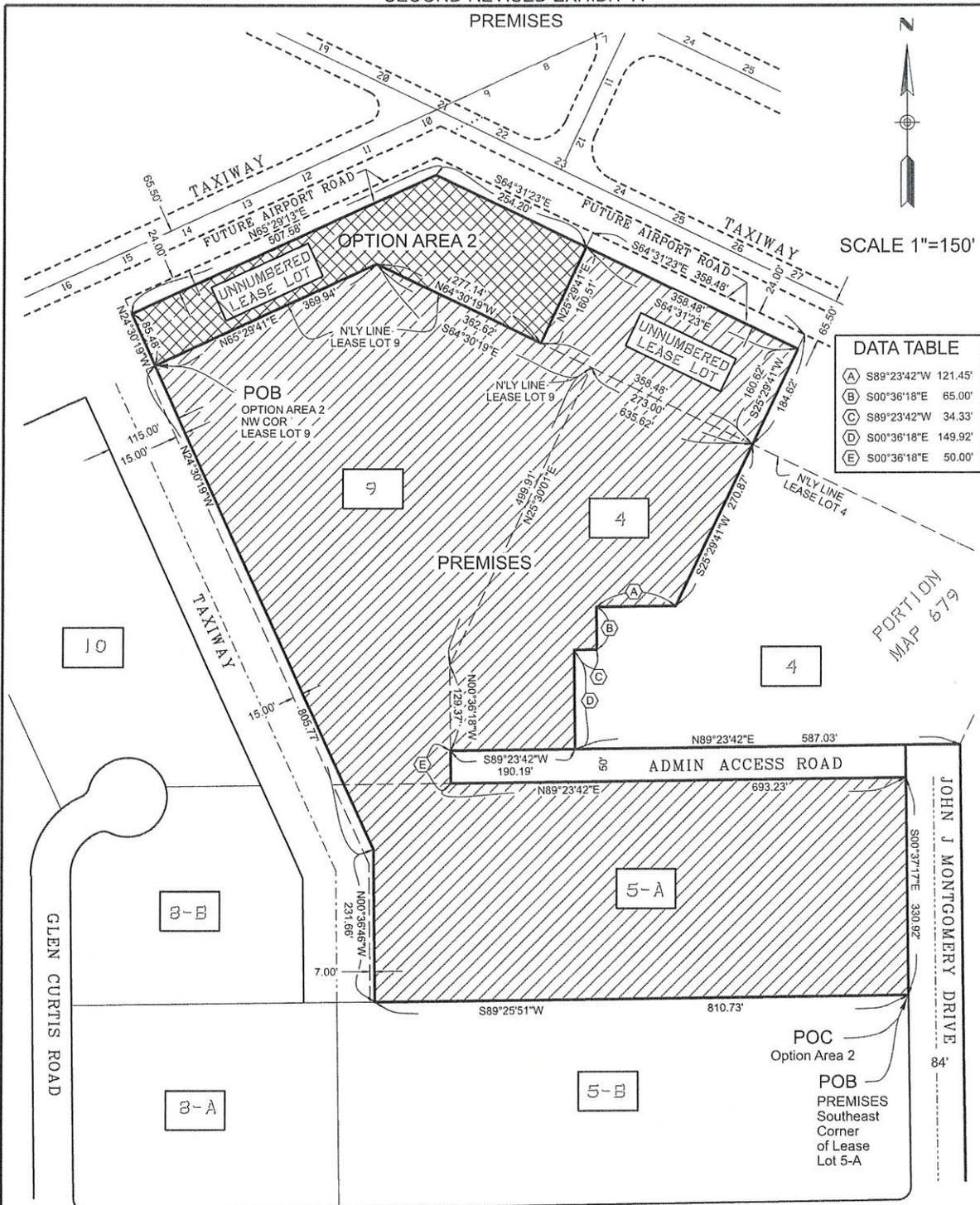
[Attached behind this cover page]

SECOND REVISED EXHIBIT 'A'

PREMISES



SCALE 1"=150'



| DATA TABLE | |
|------------|---------------------|
| (A) | S89°23'42"W 121.45' |
| (B) | S00°36'18"E 65.00' |
| (C) | S89°23'42"W 34.33' |
| (D) | S00°36'18"E 149.92' |
| (E) | S00°36'18"E 50.00' |

PORTION
MAP 679

LEGEND

- POC Point of Commencement
- POB Point of Beginning
- X-X Montgomery Field Lease Lots per City Drawing No. 13246-2-D

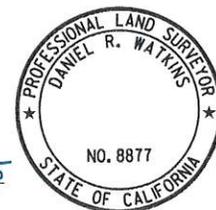
-  LEASE AREAS:
Premises
753,990.43 SQ FT,
17.3092 Acres
-  Option Area 2
80,150.02 SQ FT,
1.8400 Acres

GIBBS DRIVE

PREPARED BY:

THE CITY OF SAN DIEGO PUBLIC
WORKS DEPARTMENT, FIELD DIVISION.
UNDER THE DIRECTION OF
DANIEL R. WATKINS, LS 8877
SENIOR LAND SURVEYOR

Daniel R. Watkins 7/02/2025
DANIEL R. WATKINS P.L.S. 8877



Montgomery-Gibbs Executive Airport

06/2025

**SECOND REVISED EXHIBIT A-1
TO
MONTGOMERY-GIBBS EXECUTIVE AIRPORT
FLAT RATE LEASE**

[Attached behind this cover page]

SECOND REVISED EXHIBIT "A-1"

LEGAL DESCRIPTION

PREMISES

APN: 760-222-00

That portion of Lease Lots 4, 5A, 9, and an Unnumbered Lease Lot of 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, being more particularly described as follows:

Beginning at the southeast corner of said Lease Lot 5-A of said Montgomery-Gibbs Executive Airport, said corner also being on the west line of John J. Montgomery Drive as shown on said Drawing No. 13246-2-D; Thence leaving said west line of John J. Montgomery Drive and continuing along the south line of said Lease Lot 5-A South $89^{\circ}25'51''$ West 810.73 feet; Thence leaving the south line of said Lease Lot 5-A North $00^{\circ}36'46''$ West 231.66 feet; Thence North $24^{\circ}30'19''$ West 805.77 feet to a point on the northerly line of said Lease Lot 9; Thence along said northerly line of Lease Lot 9 North $65^{\circ}29'41''$ East 369.94 feet; Thence South $64^{\circ}30'19''$ East 277.14 feet; Thence leaving said northerly line of Lease Lot 9 North $25^{\circ}29'41''$ East 160.51 feet; Thence South $64^{\circ}31'23''$ East 358.48 feet; Thence South $25^{\circ}29'41''$ West 160.62 feet, said point lying on the northerly line of said Lease Lot 4; Thence leaving said northerly line of Lease Lot 4 South $25^{\circ}29'41''$ West 270.87 feet; Thence South $89^{\circ}23'42''$ West 121.45 feet; Thence South $00^{\circ}36'18''$ East 65.00 feet; Thence South $89^{\circ}23'42''$ West 34.33 feet; Thence South $00^{\circ}36'18''$ East 149.92 feet to a point on the north line of the Administration Access Road as shown on said Drawing No. 13246-2-D; Thence along said north line of the Administration Access Road South $89^{\circ}23'42''$ West 190.19 feet; Thence South $00^{\circ}36'18''$ East 50.00 feet to a point on the south line of said Administration Access Road, said point also being a point on the north line of said Lease Lot 5-A; Thence along said south line of the Administration Access Road North $89^{\circ}23'42''$ East 693.23 feet to the northeast corner of said Lease Lot 5-A, said point also being on said west line of John J. Montgomery Drive; Thence along said west line of John J. Montgomery Drive South $00^{\circ}37'17''$ East 330.92 feet to the **Point of Beginning**.

Above described parcel of land contains 753,990.43 square feet, 17.3092 acres

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

 7/02/2025

Daniel R. Watkins LS 8877
Senior Land Surveyor, Field Engineering
City of San Diego
My Registration Expires 12-31-2025

Date



File: 21002181_LEASE LOTS 4 5A AND 9_CROWN AIR_20250625
IO21003181-JUNE, 2025

SECOND REVISED EXHIBIT "A-1"
LEGAL DESCRIPTION
OPTION AREA 2

APN: 760-222-00

That portion of an Unnumbered Lease Lot of 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, being more particularly described as follows:

Commencing at the southeast corner of Lease Lot 5-A as shown on said Drawing No. 13246-2-D, said corner also being on the west line of John J. Montgomery Drive as shown on said Drawing No. 13246-2-D, Thence leaving the said west line of John J. Montgomery Drive and along the south line of said Lease Lot 5-A South 89°25'51" West 810.73 feet; Thence leaving the south line of said Lease Lot 5-A North 00°36'46" West 231.66 feet; Thence North 24°30'19" West 805.77 feet to a point on the northerly line of Lease Lot 9 as shown on said Drawing No. 13246-2-D, said point being the **Point of Beginning**; Thence leaving the said northerly line of Lease Lot 9 North 24°30'19" West 85.48 feet; Thence North 65°29'13" East 507.58 feet; Thence South 64°31'23" East 254.20 feet; Thence South 25°29'41" West 160.51 feet to a point on the said northerly line of Lease Lot 9; Thence along the said northerly line of Lease Lot 9 North 64°30'19" West 277.14 feet; Thence South 65°29'41" West 369.94 feet to the **Point of Beginning**.

Above described parcel of land contains approximately 80,150.02 square feet, 1.84 Acres.

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

 7/02/2025

Daniel R. Watkins LS 8877 Date
Senior Land Surveyor, Field Engineering
My Registration Expires 12-31-2025



File: 21003181_OPTION AREA 2_20250625
IO21003181-JUNE 2025

**REVISED EXHIBIT B
TO
MONTGOMERY-GIBBS EXECUTIVE AIRPORT
FLAT RATE LEASE**

[Attached behind this cover page]

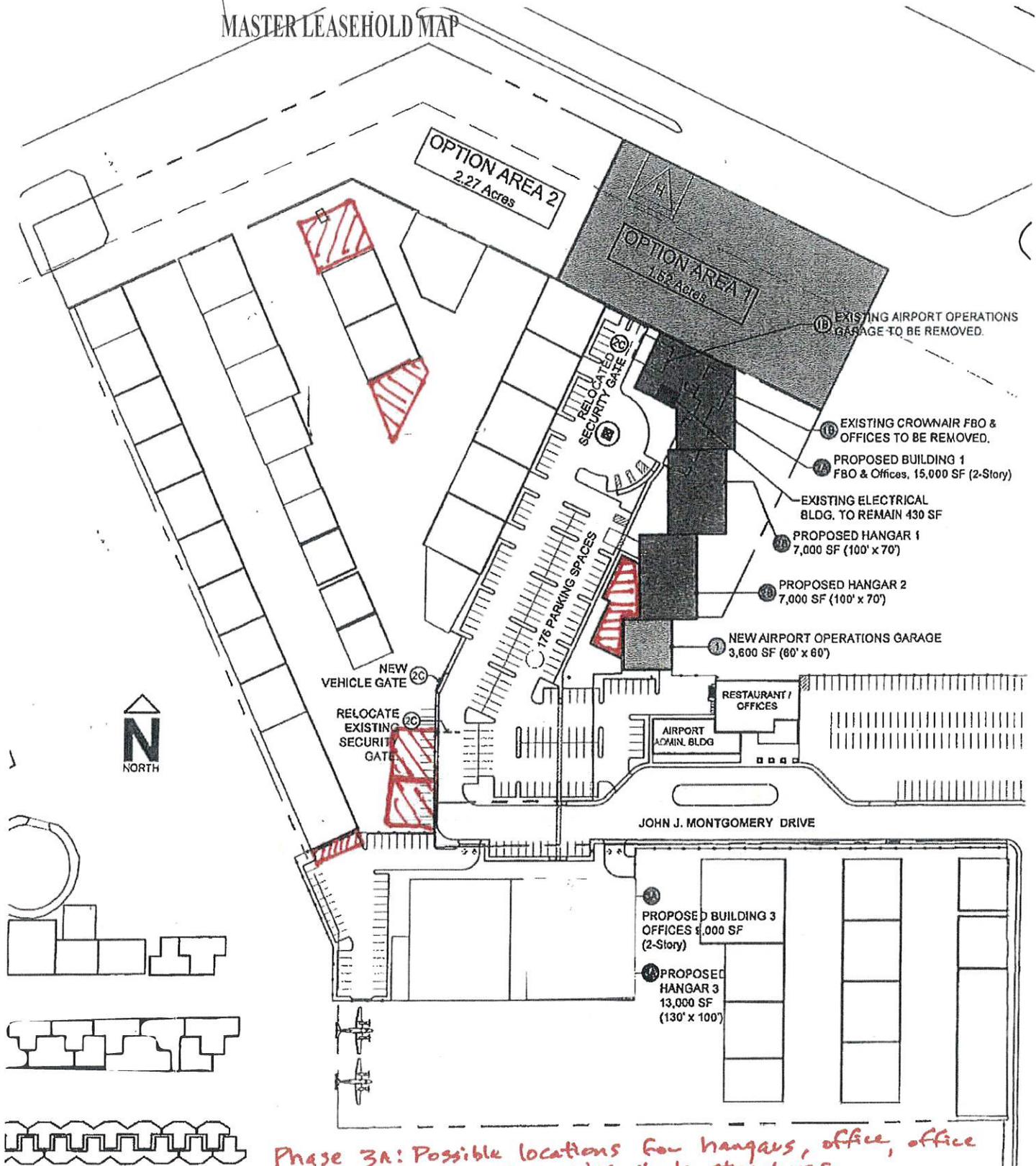
**REVISED EXHIBIT B
GENERAL DEVELOPMENT PLAN**

| Phase 1: To be completed no later than June 1, 2018 | Commencement Date | Estimated Minimum Capital Spend |
|--|-------------------|---------------------------------|
| 1A: Place temporary FBO building | June 1, 2016 | |
| 1B: Design and submit plans for New Airport Operations Garage | June 1, 2016 | |
| 1B: Construct new Airport Operations Garage | December 1, 2016 | \$ 173,864 |
| • Metal storage building construction | | |
| 1C: Demolition of Existing Buildings including existing operations garage | January 1, 2017 | |
| Phase 2: To be completed no later than June 1, 2019 | | |
| 2A: Design and submit plans for FBO and metal hangar | December 1, 2017 | |
| 2A: Design and submit Landscaping Plans | December 1, 2017 | |
| 2A: Sitework to begin | January 1, 2018 | |
| 2A: Construct FBO with adjacent offices | February 1, 2018 | \$1,337,418 |
| • Approximately 15,000 sq ft, 2 story FBO and offices | | |
| • Class B office construction | | |
| 2B: Construct Metal Hangar | February 1, 2018 | \$ 334,354 |
| • Approximately 7,000 sq ft (100' x 70') | | |
| • Approximately 7,000 sq ft (100 X 70) | | |
| • Consistent with Marshall & Swift Class S storage (328) hangar with an Average to Good Type classification | | |
| 2C: Conclusion of Site work | May 1, 2019 | \$ 422,624 |
| • Parking Lot Construction | | |
| • New vehicle gate for existing lease area | | |
| • Relocate Existing Gate 7 to end of drive area | | |
| • Landscaping along parking lot, FBO building and John J. Montgomery Drive. | | |
| Phase 3: To be completed by June 1, 2041 | | |
| 3A: Design and submit plans for hangars, office, office. upgrades, parking shade structures or equivalent improvements as agreed upon by Deputy Director Airports and MYF Holdings LLC | June 1, 2039 | \$1,515,740 |
| 3A: Construct Improvements | | |
| <hr/> | | |
| Total: | | \$3,784,000 |

**REVISED EXHIBIT B-1
TO
MONTGOMERY-GIBBS EXECUTIVE AIRPORT
FLAT RATE LEASE**

[Attached behind this cover page]

REVISED EXHIBIT B-1
 MASTER LEASEHOLD MAP



Phase 3A: Possible locations for hangars, office, office upgrades, parking shade structures.

Monthly Airport Operations Report

February 2026



MONTGOMERY-GIBBS EXECUTIVE AIRPORT

| Flight Operations (Month) | Feb-26 | Feb-25 | % Diff |
|---------------------------|--------|--------|--------|
| | 29,342 | 27,935 | 5.0% |

Based A/C 408 Valid.

| Flight Operations (CY) | 2026 YTD | 2025 YTD | % Diff |
|------------------------|----------|----------|--------|
| | 61,478 | 59,092 | 4.0% |

| Flight Operations (FY) | FY26 YTD | FY25 YTD | % Diff |
|------------------------|----------|----------|--------|
| | 245,831 | 260,033 | -5.5% |

| Unleaded AvGas (UL94 Gal)* | Available | Sold Jan-26 | Sold FY26 YTD |
|----------------------------|-----------|-------------|---------------|
| | 555 | 0 | 0 |

| Total Operations 10-Year History | |
|-------------------------------------|---------|
| 2025 | 370,911 |
| 2024 | 385,806 |
| 2023 | 321,830 |
| 2022 | 307,188 |
| 2021 | 292,805 |
| 2020 | 276,208 |
| 2019 | 253,090 |
| 2018 | 226,588 |
| 2017 | 207,103 |
| 2016 | 200,676 |

| Operations Office Revenue | FY26 YTD | FY25 YTD | % Diff |
|---------------------------|--------------------|--------------------|--------------|
| Landing Fees | \$24,283.34 | \$21,132.58 | 14.9% |
| Transient A/C Parking | \$19,253.73 | \$14,743.00 | 30.6% |
| Vehicle Parking | \$3,000.04 | \$2,587.00 | 16.0% |
| Conference Room | \$1,192.50 | \$1,650.00 | -27.7% |
| Other | \$5,351.22 | \$3,593.36 | 48.9% |
| Total | \$53,080.83 | \$43,705.94 | 21.4% |

* Prices for AvGas and UL94 may vary. For up to date price information visit: <https://www.airnav.com/airport/KMYF>

Brown Field Municipal Airport

| Flight Operations (Month) | Feb-26 | Feb-25 | % Diff |
|---------------------------|--------|--------|--------|
| | 6,589 | 6,525 | 1.0% |

Based A/C 157

| Flight Operations (CY) | 2026 YTD | 2025 YTD | % Diff |
|------------------------|----------|----------|--------|
| | 15,514 | 12,730 | 21.9% |

| Flight Operations (FY) | FY26 YTD | FY25 YTD | % Diff |
|------------------------|----------|----------|--------|
| | 61,783 | 60,924 | 1.4% |

| Total Operations 10-Year History | |
|-------------------------------------|---------|
| 2025 | 89,490 |
| 2024 | 93,525 |
| 2023 | 92,255 |
| 2022 | 94,925 |
| 2021 | 106,001 |
| 2020 | 100,462 |
| 2019 | 86,358 |
| 2018 | 78,916 |
| 2017 | 77,355 |
| 2016 | 86,027 |

| Operations Office Revenue | FY26 YTD | FY25 YTD | % Diff |
|---------------------------|---------------------|---------------------|--------------|
| Landing Fees | \$83,855.00 | \$77,646.00 | 8.0% |
| Transient A/C Parking | \$13,533.00 | \$7,329.00 | 84.7% |
| Vehicle Parking | \$49,100.00 | \$39,003.00 | 25.9% |
| Other | \$1,074.00 | \$0.00 | 0.0% |
| Total | \$147,562.00 | \$123,978.00 | 19.0% |



Economic Development Department

Monthly Noise Management Report- February 2026

Montgomery Gibbs Executive Airport

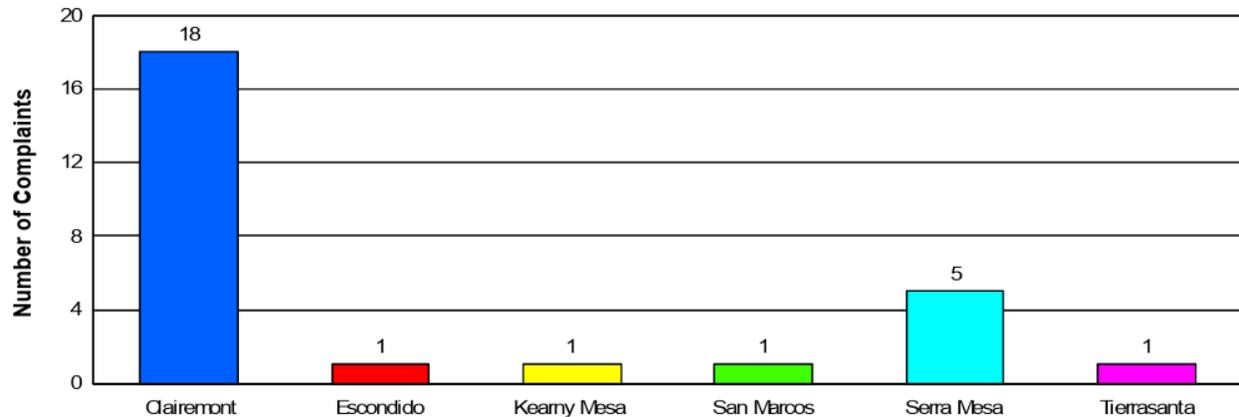
Noise Abatement Violations*

Day: 0

Night: 1

Total of Fine Amount for the Month: \$200

Community Complaint Totals



Total Number of Complaints: 27

Community Complaint Details

| Community | Number of Complainants | Number of Complaints | YTD Total Complaints |
|----------------|------------------------|----------------------|----------------------|
| Clairemont | 6 | 18 | 34 |
| Escondido | 1 | 1 | 2 |
| Kearny Mesa | 1 | 1 | 11 |
| San Marcos | 1 | 1 | 1 |
| Serra Mesa | 1 | 5 | 6 |
| Tierrasanta | 1 | 1 | 1 |
| Totals: | 11 | 27 | 55 |

*Noise Abatement Violations only apply to Montgomery Gibbs Executive Airport as the City ordinance/policy was passed and put into place prior to the Airport Noise and Capacity Act of 1990

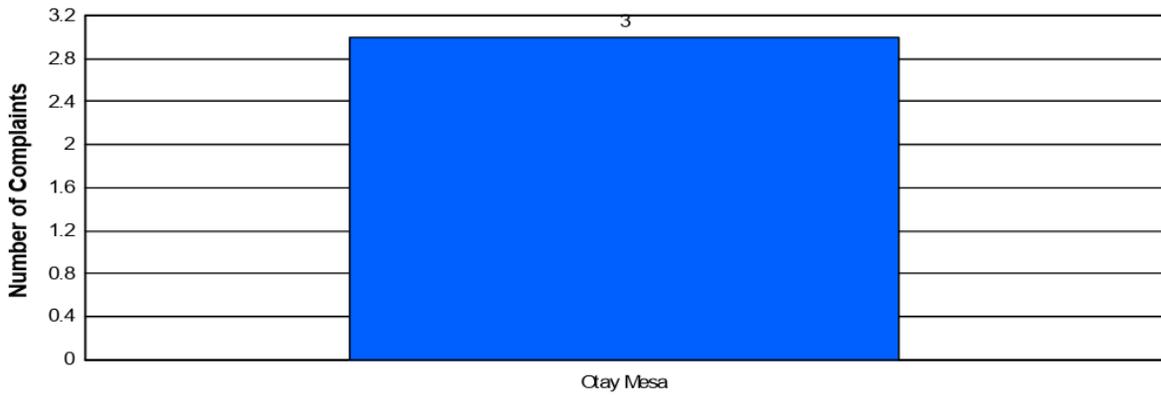


Economic Development Department

Monthly Noise Management Report- February 2026

Brown Field Municipal Airport

Community Complaint Totals:



Total Number of Complaints: 3

Community Complaint Details:

| Community | Number of Complainants | Number of Complaints | YTD Total Complaints |
|----------------|------------------------|----------------------|----------------------|
| Otay Mesa | 1 | 3 | 4 |
| Totals: | 1 | 3 | 4 |

*Noise Abatement Violations only apply to Montgomery Gibbs Executive Airport as the City ordinance/policy was passed and put into place prior to the Airport Noise and Capacity Act of 1990

Projects Progress Update

March 2026

Montgomery-Gibbs Executive Airport (MYF)

- Airports Master Plan
 - Weekly Meetings with Consultant and City Planning Department to streamline Environmental Impact Report updates.
- MYF Terminal Parking Lot East Rehabilitation
 - Project Kickoff 3-3-26
 - Construction to begin April 6, 2026
- Spiders Lot Pavement Rehabilitation
 - 100% Design received. On hold.
- MYF Terminal Apron Rehabilitation
 - Received Planning Grant for \$1,425,000
 - Awarding Design Task to Latitude 33
- Air Center MYF (Corporate Helicopters)
 - Working with Tenant on FAA Environmental documents
- MYF Runway 10R/28L Taxiway B, F, H, M, D, C Rehabilitation
 - Project in Preliminary Design

Brown Field Airport (SDM)

- Taxiway Golf, Taxiway Bravo Rehab, Taxiway Charlie (G1) Rehab Realign, Pavement Removal Project
 - Completed 90% Design. Submitted FAA Grant application
 - Received Planning Grant for \$1,084,226
- Airport Terminal Roof Replacement
 - Bid Closed 2/18/26
 - Contract Expected Award by May
- San Diego Airpark Project
 - Construction Activities on Phase 1 continue.
 - Conducting Phase 2 environmental work on Phase 2 parcels
- Access Control System
 - Project Kickoff meeting 3-5-26
- Customs and Border Protection General Aviation Inspections Facility
 - Proposed New Facility would be within new FBO building terminal.