



Office of the City Manager
1685 Main Street, Suite 209
PO Box 2200
Santa Monica, CA 90407-2200

September 15, 2016

Mr. Steve Hirschfeld
Vice President of Operations
Atlantic Aviation of Santa Monica, LP
2828 Donald Douglas Loop North
Santa Monica, CA 90405

Re: 30-Day Notice of Termination of Tenancy & Notice to Vacate the Premises pursuant to California Civil Code §1946. (Santa Monica Airport Lease No. 4671)

Dear Mr. Hirschfeld,

Attached please find your NOTICE TO VACATE. Please note you have 30 days to vacate the premises. Please coordinate your departure and pro-rated rent amount due with the Airport Manager, Stelios Makrides. Mr. Makrides can be reached at 310.434.2693.

Should you have further questions please feel free to contact me directly at 310.434.2699.

Sincerely,

A handwritten signature in black ink that reads "Nelson Hernandez".

Nelson Hernandez
Senior Advisor to the City Manager



Rick Cole
City Manager

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Santa Monica, CA 90407-2200

September 15, 2016

Mr. Steve Hirschfeld
Vice President of Operations
Atlantic Aviation of Santa Monica, LP
2828 Donald Douglas Loop North
Santa Monica, CA 90405

Re: **30-Day Notice of Termination of Tenancy & Notice to Quit and Vacate Premises pursuant to California Civil Code §1946. (Santa Monica Airport Lease No. 4671)**

Dear Mr. Hirschfeld,

Atlantic Aviation of Santa Monica, LP (“Atlantic”) is currently in possession of premises at 2828 Donald Douglas Loop North, Santa Monica, California, 90405 at the Santa Monica Municipal Airport. Atlantic’s predecessor in interest originally occupied the premises under a lease with the City of Santa Monica, Santa Monica Airport Lease Agreement No. 4671 (“Lease”), which, was entered into by Justice Aviation and City of Santa Monica on or around May 1, 1986 for a term of 29 years and 2 months. The Lease term was extended by the parties by way of separately executed hold-over agreements on June 28, 2015, October 30, 2015, and November 25, 2015. The Lease ultimately expired by its own terms on December 31, 2015 and Atlantic has remained in possession of the premises on a month-to-month basis. This Notice is intended as, and shall be construed as, a 30-day notice terminating Atlantic’s month-to-month tenancy with the City.

PLEASE TAKE NOTICE that pursuant to California Civil Code § 1946, **Atlantic must quit and vacate the premises and surrender possession City of Santa Monica within 30 days after service of this notice.** Atlantic’s failure to quit and vacate the premises within such 30 days will give cause the City to initiate legal proceedings against Atlantic to recover possession of the premises and to seek a money judgment for damages for each day of occupancy after the expiration date of this notice. Such a judgment against Atlantic may include attorney fees and court costs as allowed by law or contract. Current rental payments (including prorated rent for any partial month) shall remain due and payable through and including the date of termination of under this Notice.

Please take further notice that California law permits former tenants to reclaim abandoned personal property left at the former address of the tenant, subject to certain conditions. Atlantic may or may not be able to reclaim property without incurring additional costs, depending on the cost of storing the property and the length of time before it is reclaimed. In general, these costs will be lower the sooner Atlantic is able to contact the City after being notified that property belonging to it was left behind after Atlantic vacated the premises.

Rick Cole
City Manager

tel: 310 458-8301 • fax: 310 917-6640



Rick Cole
City Manager

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September 15, 2016

Atlantic Aviation of Santa Monica, LP
2828 Donald Douglas Loop North
Santa Monica, CA 90405
Attention: Gregory Wain, General Manager

Re: Notice of Termination of Services Agreement Provision of Fueling Services

Dear Mr. Wain:

Reference is made to that certain Agreement to Provide Services Contract dated as of February 29, 2015 (the "Services Agreement"), between the City of Santa Monica ("Owner"), and Aviation Contract Services, Inc. ("ACS"), a California corporation.

Pursuant to Section 1 of the Services Agreement, Owner hereby gives notice of its election to terminate the Services Agreement, and that such termination shall be effective thirty (30) days from the date of this notice. For the avoidance of doubt, such termination shall be effective as of October 15, 2016.

In accordance with Section 21 of the Services Agreement, any provision of the Services Agreement, which by its nature must be exercised after termination of the Services Agreement, will survive termination and remain effective for a reasonable time. Any obligation that accrued prior to termination of the Services Agreement will survive termination of the Agreement.

This notice does not, and shall not be construed to, waive or release any claims or rights that Owner has under the Services Agreement, at law or otherwise, or to relieve ACS of any obligations that it has under the Services Agreement, at law or otherwise.

CITY OF SANTA MONICA,

By: 
RICK COLE
City Manager

Date: 9/15/16