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SAN DIEGO COUNTY RECORDER
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City of San Diego
Real Estate Assets Department
MS 51A
1200 Third Ave., Suite 1700
San Diego, CA 92011

468	120	06	00
468	120	07	00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

JOINT USE AGREEMENT AFFECTING REAL PROPERTY BY AND BETWEEN 52 BLUE FALCON LLC AND THE CITY OF SAN DIEGO

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

This JOINT USE AGREEMENT ("Agreement") is made this 2ND day of DECEMBER, 2019, by and between 52 BLUE FALCON, LLC, a California corporation ("Property Owner"), and THE CITY OF SAN DIEGO, a California municipal corporation ("CITY") (collectively the "Parties"), and the effective date of this Agreement shall be the date this Agreement is recorded in the Office of the San Diego County Recorder after being signed by the Parties and approved by the San Diego City Attorney (the "Effective Date").

RECITALS

A. Property Owner is the owner of that certain real property consisting of 1.8-acres located at 6650 Montezuma Road, San Diego, CA 92115, Assessor's Parcel Number 468-120-06 ("Property"). Property Owner seeks to redevelop the Property.

B. CITY owns certain real property adjacent to the Property. The CITY's property is located at 6600 Montezuma Road, San Diego, CA 92115, Assessor Parcel No. 468-120-07, upon which is the CITY's College-Rolando Branch Library ("City Library"). The City Library does not have a driveway from Montezuma Road.

C. On September 14, 2017, the CITY's Planning Commission considered Property Owner's Report No. PC-17-081 ("Report") requesting an amendment to the College Area Community Plan to re-designate the Property Owner's land from Low-Medium Density Residential and General Commercial to General Commercial that would allow for commercial and/or mixed-use residential uses (together the Community Plan and

Document No. OO- 21150
Filed NOV 19 2019
Office of the City Clerk
San Diego, California

General Plan Amendment are referred to as the "Amendment"), CITY's Planning Commission approved the Amendment plan initiation. Property Owner acknowledges that the proposed Amendment is a discretionary action and the negotioation and the preparation of this Agreement does not constitute an endorsement of the proposed Amendment by CITY staff, nor does it bind the City Council to approving the Amendment or any other discretionary action applied for by Property Owner.

D. CITY has requested that Property Owner grant CITY the non-exclusive rights to: (1) Utilize a portion of the Property (as defined herein) for ingress and egress by CITY, CITY's agents, employees, invitees, contractors, consultants, and members of the general public (collectively "Users") for the sole purpose of accessing the City Library through the Property; and (2) to use up to twenty-five (25) shared available parking spaces ("Parking Spaces") while accessing the City Library (collectively "Non-exclusive Rights"). Exhibits ~~"A" and~~ "B" attached hereto depicts the driveway and access area from Montezuma Road, and the area along the property line between the City Library and the Property where the Parking Spaces will be located on the Property (the "Right of Use Areas").

E. Ultimately, CITY and Property Owner desire to enter into this Agreement for the mutual and shared Non-exclusive Rights to use the Right of Use Areas, as further described herein.

F. By this reference, the above Recitals are hereby incorporated into, and made a part of this entire Agreement.

NOW, THEREFORE, for valuable consideration, the sufficiency and receipt of which is acknowledged, the Parties agree as follows:

1. **Access and Parking permission.** Property Owner hereby grants CITY the right to allow Users to exercise the Non-exclusive Rights to use the Right of Use Areas only on the City Library's normal operating days and only during the City Library's normal operating hours when the City Library is open to the public. Nothing in this Agreement is intended to prevent any business or public invitee of Property Owner from using the Right of Use Areas in a manner consistent with the Non-exclusive Rights.

2. **Term.** The Term of this Agreement shall be twenty (20) years from the Effective Date ("Term") of the Agreement. CITY shall have the right to extend this Agreement for up to two additional terms of five (5) years each, subject to all original agreements, consideration, covenants, and conditions of this Agreement. To exercise this right to extend, CITY shall provide written notice to Property Owner no later than 180 days prior to the expiration of the then current Term.

3. **Special Events Communication Between Parties.** The Parties agree to communicate as quickly as possible when advance knowledge of any special events are planned which would require an inordinate amount of parking. Notwithstanding any other provision of this Agreement, Users shall not, at any time, park in any location on the Property other than the Parking Spaces. In addition, if CITY or City Library has advance knowledge of any special events that are planned which would require an inordinate amount of parking, CITY or City Library will take measures reasonably necessary to prevent Users from parking in any location on the Property other than the Parking Spaces.

4. **Payment of Consideration.** As consideration for this Agreement, CITY shall pay Property Owner Twelve Thousand Dollars ($12,000) per year for the Non-Exclusive Rights during the Term of this Agreement. Payment of this amount is contingent upon City Council appropriating funds for such purposes through the annual budget process; however, if City Council does not appropriate said funds for such purpose, CITY will provide notice to property owner within thirty (30) days of such failure to appropriate funds, and any and all rights granted to CITY under this Agreement shall terminate as of June 30th of that calendar year. Upon completion of the first (1st) year, Property Owner may increase the required annual payment by a maximum of one percent (1%) every year thereafter. Payment is due annually on the first (1st) day of July, which is the start of the CITY's fiscal year. Initial payment is due within two (2) weeks following the Effective Date of this Agreement, prorated as to the start of the CITY's fiscal year. No payment will be required during redevelopment of the Property as no parking or access will be available during that time. Any previously made payments made to Property Owner covering the redevelopment period will carry over to the post-redevelopment period.

5. **Access and Parking.** During the Term of this Agreement, except during the redevelopment of the Property, ingress and egress to the Property from Montezuma Road shall not be removed or otherwise permanently blocked, nor shall the Property Owner block access to the Parking Spaces from either access point, or reserve parking spaces on the Property in a manner that results in less than 25 shared spaces available at all times.

6. **Agreement Binding Upon Successors.** This Agreement shall be binding upon and inure to the benefit of the representatives, agents, successors, assigns and interests of the Parties until released by the mutual consent of the Parties or by the termination provisions of this Agreement.

7. **Agreement Runs with the Land During the Term.** The covenants and terms contained in this Agreement shall create equitable servitudes related to the use of the Property.. If a breach occurs the Parties agree as follows.

a. The non-breaching Party shall give written notice of the breach to the breaching Party.

b. Within thirty (30) business days after receipt of notice, the breaching Party shall cure the breach and give written notice of the cure to the non-breaching Party unless such breach is of such a nature that it cannot be cured within thirty (30) business days, in which case, the breaching Party shall have additional time to cure, provided that the breaching Party commences to cure promptly upon receiving notice and continues to diligently act to cure until the completion.

c. If the breach is not cured and notice of the cure is not given within the time specified above for curing the breach, then the non-breaching Party shall have the right to exercise all rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach to which the non-breaching Party may be entitled.

8. **Termination.** This Agreement shall terminate upon the occurrence of any one of the events described in (a) through (e) below. If termination occurs as a result of an event described in sections (a) through (d), Property Owner shall refund on a prorated basis any amount previously paid for the balance of the current fiscal year.

a. The written agreement of the Parties to this Agreement.

b. The termination of this Agreement as provided for elsewhere in this Agreement.

c. The sale of all or any portion of the City Library property to a third party.

d. A change in use, in whole or in part, of the City Library property.

e. A failure of City Council to appropriate funds through the budgeting process for the payment of the Annual Fee, in which case, the termination shall not be immediate but the Agreement will terminate as of June 30th of that calendar year.

9. **Hold Harmless.** CITY shall, to the extent authorized by law, hold Property Owner harmless from any and all damages to the Property or to Property Owner resulting from User's actions or inactions within or upon or related to the Property while exercising the Non-Exclusive Rights. CITY shall indemnify Property Owner against any and all claims asserted, causes of action, losses, damages, liabilities, judgements, and/or other demands arising out of or in any manner

directly or indirectly connected with this Agreement, including damages arising out of the release of hazardous material, and all expenses of investigating and defending the same, including, without limitation, paying reasonable attorneys' fees and costs; provided, however, that CITY's duty to indemnify and hold harmless shall not include claims or liability arising from the established sole negligence or intentional misconduct of the Property Owner. This indemnity obligation shall apply for the entire time that Property Owner, a User, or any third party can make a claim against or sue CITY or any of the indemnified parties arising out of any action or inaction within or upon or related to the Property. This indemnity obligation shall include, without limitation, claims for bodily injury, property damage, emergency response costs, removal costs, cleanup costs, remediation costs, penalties and/or fines which arise out of or are in any manner directly or indirectly connected to this Agreement and/or the actions or inactions of any third party or the Users within or upon or related to the Property and the exercise of the Non-exclusive Rights granted under this Agreement, and all expense of investigating, prosecuting or defending against same, including any appeals. Property Owner will promptly provide the CITY with written notice of any event or circumstance, such as damages or losses related to the Property or to Property Owner, which Property Owner reasonably believes may be covered by the defense and indemnification provisions of this Agreement.

10. **Notices.** Any demand upon or notice required or permitted to be given by one party to the other party shall be in writing. Except as otherwise provided by law, any demand upon or notice required or permitted to be given by one party to the other party shall be effective; (a) on personal delivery; (b) on the second business day after mailing by certified or registered U.S. Mail, return-receipt requested; or (c) on the succeeding business day after mailing by Express Mail or after deposit with a private delivery service of general use (e.g., Federal Express) postage or fee prepaid as appropriate for nest day service. All notices shall be addressed to the party(ies) at the address(es) shown below:

PROPERTY OWNER
52 Blue Falcon, LLC
Attention: Shahin Edalatdju
P.O. Box 501294
San Diego, CA 92150
Phone Number: 619/701-2559

CITY OF SAN DIEGO
Attention: Library Director
330 Park Boulevard (MS 17)
San Diego, CA 92101

CITY OF SAN DIEGO
Attention: Director, Real Estate Assets Department
1200 Third Avenue, Suite 1700 (MS 51A)
San Diego, CA 92101

11. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be original and all of which shall constitute one and the same documents.

12. **Recording.** The Parties hereto shall cause this Agreement to be recorded in the Official Records of the San Diego County Recorder's Office.

13. **Discretionary Action.** By the negotiation and the preparation of this Agreement, neither CITY nor CITY's City Council is obligating itself to Property Owner or to any governmental agent, board, commission or agency with regard to any other discretionary action relating to the Property use or the Property. "Discretionary action" includes without limitation re-zonings, variances, environmental clearances and all other required governmental approvals.

14. **Recitals, Exhibits.** Any recitals set forth above and any attached exhibits are incorporated by reference into this Agreement.

15. **Compliance with Laws.** Each Party agrees to comply with all applicable laws, ordinances, governmental regulations or agreements.

16. **Authority of Signatories.** Each signatory and Party hereto hereby warrants and represents to the other Party that it has legal authority and capacity and direction from its principal to enter into this Agreement, and that all resolutions and/or other actions have been taken so as to enable said signatory to enter into this Agreement.

17. **Modification.** This Agreement may not be modified in whole or in part, except by written instrument duly executed and acknowledged by the Parties hereto, their successors, or assigns and duly recorded in the Office of the San Diego County Recorder.

18. **Severability.** If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to person or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition shall be valid and be enforced to the fullest extent permitted by law.

19. **Preparation of Agreement.** No inference, assumption or presumption shall be drawn from the fact that a Party or its attorney prepared and/or drafted this Agreement. It shall be conclusively presumed that both Parties participated equally in the preparation and/or drafting this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first hereinabove set forth.

52 BLUE FALCON, LLC

By: _____
Shahin Edalatdju,
Managing Member

Date: 9/17/2019

CITY OF SAN DIEGO

By: _____
Misty Jones
Library Director

Date: 11/29/19

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

Date: 11/27/19

Approved as to form:

MARA W. ELLIOTT
City Attorney

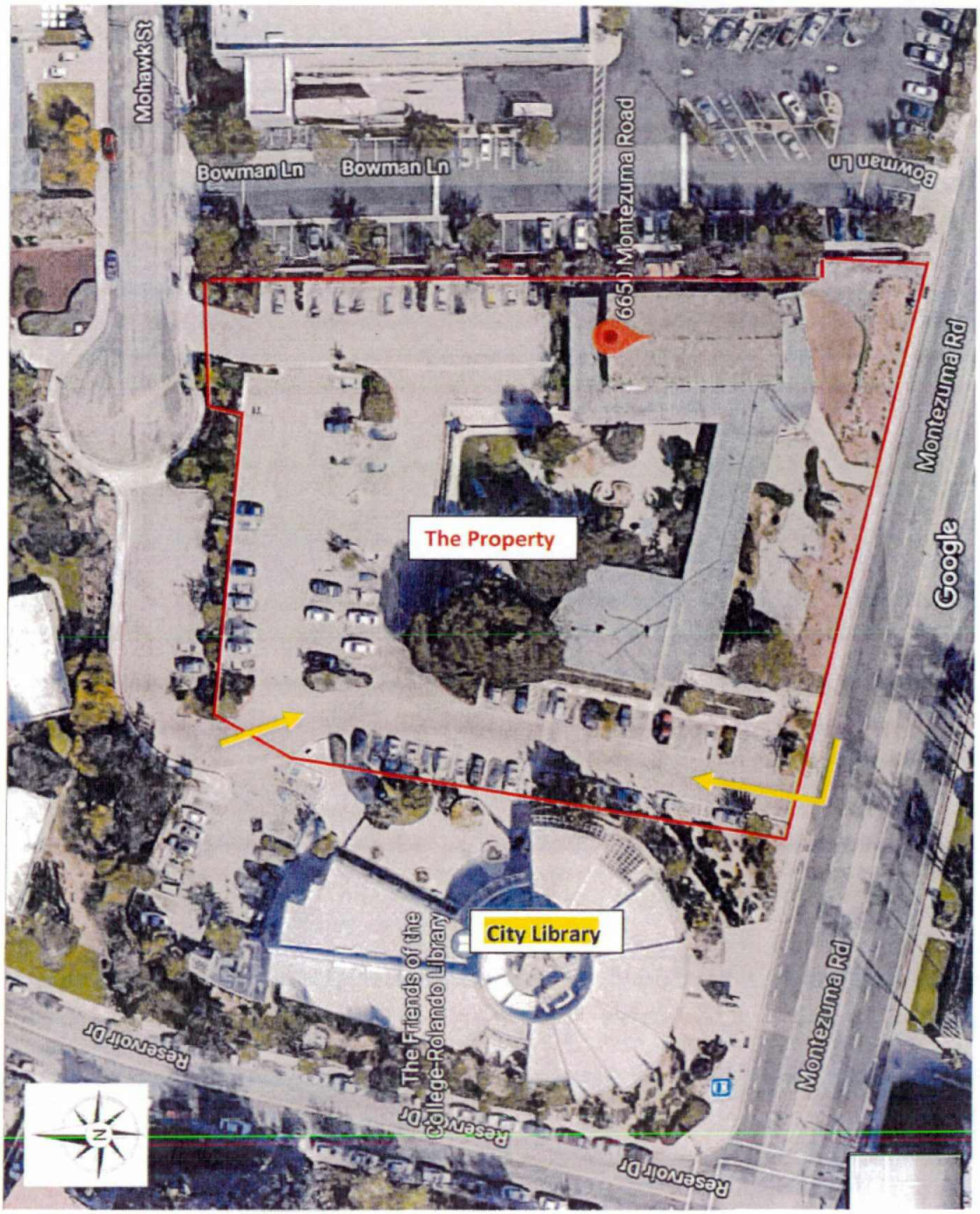
By: _____
Name: Melissa Ables
Deputy City Attorney

Date: 12/2/19

00- 21150

List of Exhibits:
1) Exhibit "A" – Agreement Area
2) Exhibit "B" – Shared Parking Spaces

EXHIBIT A: Agreement Area



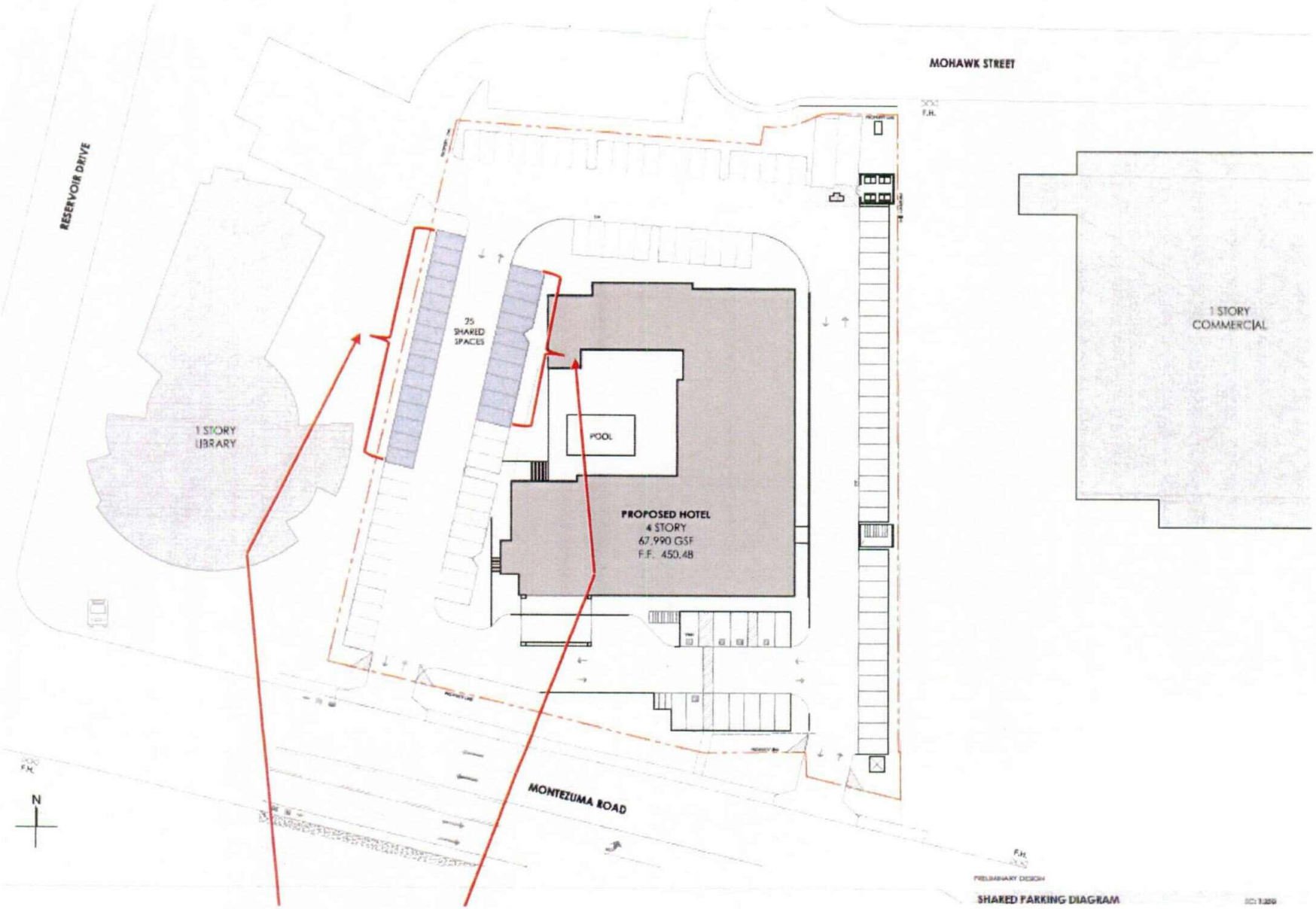


EXHIBIT B: Shared Parking Spaces

Shared Parking Spaces

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of San Diego)

On September 17, 2019 before me, Christina C. Marin, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Shahin Edalatdjou
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

CHRISTINA C. MARIN
Notary Public - California
San Diego County
Commission # 2216113
My Comm. Expires Oct 26, 2021

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of San Diego)

On 11-29-19 (Date) before me, Christina C Marin, Notary Public (Here Insert Name and Title of the Officer)

personally appeared Misty Jones (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

CHRISTINA C. MARIN
Notary Public - California
San Diego County
Commission # 2216113
My Comm. Expires Oct 26, 2021

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

WITNESS my hand and official seal.

Signature _____ (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of San Diego)

On 11-27-19 before me, Christina C. Marin, Notary Public
Date *Here Insert Name and Title of the Officer*

personally appeared Cybele L. Thompson
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

CHRISTINA C. MARIN
Notary Public - California
San Diego County
Commission # 2216113
My Comm. Expires Oct 26, 2021

Signature C. Marin
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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Item 54 11-19-19

(O-2020-57)

ORDINANCE NUMBER O- 21150 (NEW SERIES)

DATE OF FINAL PASSAGE NOV 20 2019

AN ORDINANCE OF THE COUNCIL OF THE CITY OF SAN DIEGO AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE AND DELIVER THE JOINT USE AGREEMENT WITH 52 BLUE FALCON, LLC, FOR SHARED PARKING AND ACCESS TO THE COLLEGE-ROLANDO LIBRARY ACROSS 6650 MONTEZUMA ROAD.

WHEREAS, the City of San Diego (City) owns the real property located at 6600 Montezuma Road, San Diego, California, which is improved with the College-Rolando Library (Library); and

WHEREAS, 52 Blue Falcon, LLC, (Blue Falcon) is the owner the of that certain real property located at 6650 Montezuma Road, San Diego, California, Assessor's Parcel Number 468-120-06 (Property), adjacent to the Library; and

WHEREAS, the City had an agreement with a previous property owner of the Property that allowed the City and public to access the Library from Montezuma Road, and use parking spaces on the Property, however, this agreement was terminated at the time that the previous property owner sold the Property to Blue Falcon; and

WHEREAS, the City staff determined that there is a need for 25 additional parking spaces to accommodate employees and members of the public using the Library and for access to the Library from Montezuma Road across the Property; and

WHEREAS, the City and Blue Falcon have negotiated a Joint Use Agreement Affecting Real Property By and Between 52 Blue Falcon, LLC and the City of San Diego on file with the City Clerk as Document No.: 00- 21150 (Agreement), which allows the City and the public to cross the Property to access the Library and to use 25 shared parking spaces on the Property, and requires that the City pay $12,000 annually to Blue Falcon, which may be

increased annually by Blue Falcon at a rate not to exceed one percent (1%) for a period of 20 years with two five-year extension options, all as more fully set forth in the Agreement; and

WHEREAS, Planning Department staff determined that this activity is covered under the Final Negative Declaration for the Montezuma Hotel Project (Project No.: 574562) certified and adopted by City Council Resolution No. R-31533 on June 24, 2019, and is part of a series of subsequent discretionary actions, and therefore not considered to be a separate project for the purposes of California Environmental Quality Act (CEQA) review as defined in CEQA Guidelines section 15378(c); and

WHEREAS, under San Diego Charter section 99, a supermajority vote of the City Council is required for passage of this Ordinance; NOW, THEREFORE,

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

Section 1. That the Mayor, or his designee, is authorized to execute and deliver that certain Joint Use Agreement Affecting Real Property By and Between 52 Blue Falcon, LLC and the City of San Diego.

Section 2. That the Chief Financial Officer is authorized to appropriate and expend $12,000 from Fund 100000 plus any annual increase allowed by the Agreement, for the purposes of making the City's annual payment required by the Agreement, contingent upon the amount being included in the adoption of the annual Appropriation Ordinance for each applicable year and upon the Chief Financial Officer furnishing one or more certificates certifying that the funds necessary for expenditure are, or will be, on deposit in the City Treasury.

Section 3. That a full reading of this Ordinance is dispensed with prior to passage, a written copy having been made available to the Council and the public prior to the day of its passage.

Section 4. That this Ordinance shall take effect and be in force on the thirtieth day from and after its final passage.

APPROVED: MARA W. ELLIOTT, City Attorney

By Melissa Ables
Melissa D. Ables
Deputy City Attorney

MDA:nja
10/15/19
Or. Dept: READ
Doc. No.: 2200836

I hereby certify that the foregoing Ordinance was passed by the Council of the City of San Diego, at this meeting of NOV 19 2019.

ELIZABETH S. MALAND
City Clerk

By _____
Deputy City Clerk

Approved: 11/20/19 _____
(date) KEVIN L. FAULCONER, Mayor

Vetoed: _____ _____
(date) KEVIN L. FAULCONER, Mayor

Passed by the Council of The City of San Diego on NOV 19 2019, by the following vote:

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

Date of final passage NOV 20 2019.

AUTHENTICATED BY: KEVIN L. FAULCONER
Mayor of The City of San Diego, California.

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

By _____, Deputy

I HEREBY CERTIFY that the foregoing ordinance was not finally passed until twelve calendar days had elapsed between the day of its introduction and the day of its final passage, to wit, on OCT 29 2019, and on NOV 20 2019.

I FURTHER CERTIFY that said ordinance was read in full prior to passage or that such reading was dispensed with by a vote of five members of the Council, and that a written copy of the ordinance was made available to each member of the Council and the public prior to the day of its passage.

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

By _____, Deputy

Office of the City Clerk, San Diego, California

Ordinance Number O- 21150

Passed by the Council of The City of San Diego on November 19, 2019, by the following vote:

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

AUTHENTICATED BY:

KEVIN L. FAULCONER

Mayor of The City of San Diego, California

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California

(Seal)

By: **Stacy D. Ready**, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true, and correct copy of ORDINANCE NO. **O-21150** (New Series) of The City of San Diego, California.

I FURTHER CERTIFY that said ordinance was not finally passed until twelve calendar days had elapsed between the day of its introduction and the day of its final passage, to wit, on **October 29, 2019,** and on **November 20, 2019 .**

I FURTHER CERTIFY that said ordinance was read in full prior to passage or that such reading was dispensed with by a vote of five members of the Council, and that a written copy of the ordinance was made available to each member of the Council and the public prior to the day of its passage.

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California

(SEAL)

By: _____, Deputy