

AGREEMENT FOR THE CONSTRUCTION,  
MAINTENANCE, OPERATION AND USE OF THE  
NORTH CITY WEST ELEMENTARY SCHOOL/PARK NEIGHBORHOOD 5

THIS LEASE AGREEMENT is entered into this 23rd day of Sept., 1991, by and between the City of San Diego, a municipal corporation, hereinafter referred to as CITY, and the Del Mar School District of San Diego County, California, a political subdivision in the State of California, hereinafter referred to as DISTRICT.

## R E C I T A L S:

It is to the mutual benefit of CITY and DISTRICT to contribute jointly to the establishment of recreational facilities which can serve the needs of both the general public and DISTRICT.

It is deemed advisable to construct such facilities on the City-owned site adjacent to the Del Mar Union Elementary School Neighborhood 5 School Site.

The estimated average life of all improvements to be constructed on said City-owned site is no greater than the term of this lease.

NOW THEREFORE, CITY and DISTRICT do mutually agree as follows:

1. Term.

(a) Construction Phase. Between the date of execution hereof by CITY and the date DISTRICT occupies the adjacent School Site, CITY shall have exclusive use of the property (Area 1 and Area 2 as defined below), and shall be responsible for maintenance and pay 100% of the cost of maintaining the property. During this period, CITY shall also perform its obligations under Paragraph 7(b) and under the General Terms and Conditions hereof.

(b) Maintenance, Operation and Use. Commencing on the date DISTRICT occupies the adjacent School Site, CITY hereby grants to DISTRICT a leasehold interest in Area 1 of the property for as long as the adjacent School Site is operated by DISTRICT or fifty-five (55) years, whichever condition expires first. The DISTRICT will be deemed to have occupied the School Site when students begin attending classes at a school constructed on the School Site. The DISTRICT shall file written certification of the date of occupation within thirty (30) days thereof with the City Clerk and City Manager of CITY.

2. Property. The real property covered by this Agreement shall consist of those parcels of CITY-owned land to be used jointly by CITY and DISTRICT, as set forth in Addendum "A" as Area 1, and the adjacent CITY-owned neighborhood park, as set forth in Addendum "A" as Area 2.

DOCUMENT NO. 00-17693FILED SEP 23 1991  
OFFICE OF THE CITY CLERK

3. Consideration. Good, valuable, and adequate consideration exists in the mutual benefit enjoyed and the legal detriment incurred by CITY and DISTRICT as a result of their entering into and fulfilling this Agreement.

4. Use of Property. The property consisting of Areas 1 and 2 shall be used exclusively for the purpose of constructing, maintaining, and operating facilities for public and District recreation (including physical education) programs, including joint use facilities for the recreation (including physical education) programs of the DISTRICT in connection therewith.

5. City Recreation Program. CITY shall have exclusive use of said facilities, in Area 1 and 2, in connection with its public recreational program at all such times as are not reserved for DISTRICT use. CITY agrees to coordinate community use of said facilities during non-school hours.

6. DISTRICT Use of City Property. DISTRICT shall have exclusive use of the joint use site and facilities, in Area 1 only, Monday through Friday, from thirty (30) minutes before the beginning of the school day until thirty (30) minutes after the close of the school day, on each and every day that school is in session. For any additional use, DISTRICT shall make prior arrangements with CITY. During the summer vacation period, the parties will use their best efforts to permit and coordinate the use of the facilities by DISTRICT for summer school with the use of the facilities by CITY>

7. \*CITY Responsibilities\*

~~(a)~~ CITY shall maintain the CITY-owned joint use and the adjacent CITY-owned neighborhood park in a timely and workmanlike manner consistent with established CITY written standards which shall reflect an understanding that deferred maintenance creates unacceptable hardships. All such maintenance work on the CITY site shall be accomplished by CITY employees or by CITY's contracting agents directly under the control of CITY. CITY shall bill DISTRICT quarterly for DISTRICT's use of the cost of maintenance of the joint use site, as provided for herein.

(b) CITY agrees to construct or cause to be constructed at its sole cost and expense on the CITY-owned joint use site such recreational facilities as are mutually agreed upon between CITY and DISTRICT in accordance with plans and specifications approved by CITY and DISTRICT prior to commencement of construction.

(c) CITY shall be responsible for litter collection and removal and trash hauling bills from the joint use site for events authorized by CITY and on all days when school is not in session.

(d) CITY shall pay all litter collection and removal and trash hauling bills for the adjacent CITY-owned neighborhood park.

(e) CITY shall cause to be installed, at CITY's expense, separate water meters, one each for the CITY-owned joint use site and CITY-owned adjacent neighborhood park.

8. Utilities.

(a) Water. CITY shall pay all monthly water bills in connection with the CITY-owned joint use site, provided that DISTRICT shall reimburse CITY fifty percent (50%) of each such water bill incurred on the CITY-owned joint use site, upon receipt of invoice from CITY. CITY shall pay all water bills in connection with the adjacent CITY-owned neighborhood park.

(b) Electricity, Sewer and Other Utilities. CITY shall pay all other costs for other utilities for the CITY-owned joint use site and the adjacent CITY-owned neighborhood park.

9. DISTRICT Responsibilities.

(a) Upon receipt of an invoice from CITY, DISTRICT shall pay to CITY fifty percent (50%) of the cost of maintaining the CITY-owned joint use site. The cost of maintaining this site and facilities shall not include monthly utility costs. The cost of maintaining the joint use site shall only mean the costs pertaining to the joint use site and meeting the standards referred to in Section 7(a). As used in this Section, "cost of maintaining" shall mean the lesser of (1) the actual cost to the CITY, or (2) that cost which results from competitive bidding for work described in specifications approved by the CITY prior to bid issuance.

(b) DISTRICT shall not lease or sublease the CITY-owned joint use site without CITY's express consent in writing.

10. Joint Review. CITY and DISTRICT shall meet annually prior to January 1 of each year to review the joint use of the facility, insurance limits, annual maintenance responsibility, annual maintenance cost and proportionate shares of maintenance cost. As a result of this review, the use schedule, insurance limits, annual maintenance responsibility and proportionate shares of maintenance cost as identified in this Agreement may be revised for the subsequent school year upon the mutual consent of both CITY and DISTRICT. The Agreement will be amended to include said changes upon approval by the CITY Manager and the DISTRICT Board of Education.

11. Commencement of Work. The date of commencement of work on the subject site shall be mutually agreed upon by CITY and DISTRICT. Proof of such commencement of work shall be noticed in writing by CITY to DISTRICT. Upon completion of such work by CITY, CITY shall furnish DISTRICT with complete "as built" drawings.

12. General Terms and Conditions. CITY and DISTRICT hereby agree to the following sixteen (16) general terms and conditions attached hereto, and by this reference incorporated herein.

## GENERAL TERMS AND CONDITIONS

1. Improvements. No improvements shall be installed in Area #1 nor shall construction on said improvements commence until plans and specifications for said improvement are reviewed, approved, and signed by both parties. All improvements installed upon said real property by DISTRICT shall remain the property of DISTRICT during the term of the leasehold and will be removed by DISTRICT upon request by CITY at termination of the leasehold, and said property shall be returned to CITY free of all legal encumbrances. In the event DISTRICT does not so remove said improvements upon expiration of this Agreement, as requested in writing by CITY, CITY may remove, or sell, or destroy the same at DISTRICT's expense.

2. Quiet Possession. DISTRICT, subject to performing the covenants and agreements herein, shall at all times during the term of the Agreement peaceably and quietly have, hold, and enjoy the said property for the term aforesaid.

3. Entry and Inspection. CITY reserves, and shall always have the right, to enter upon said real property for the purpose of viewing and ascertaining the condition thereof.

4. Assignment. DISTRICT shall not assign this Agreement or any interest herein, without the prior written consent of CITY. Any such assignment without such consent shall be void.

5. Compliance with Law. DISTRICT shall comply with all the requirements of State and Federal authorities now in force, or which may hereafter be in force, pertaining to the said premises or the operations conducted thereon; and shall faithfully observe and secure observance of all State and Federal statutes now in force or which may hereafter be in force in the use of the premises by persons within its control and authority.

6. Assigns. Time is of the essence of each and all of the terms and provisions of this Agreement, and this Agreement shall inure to the benefit of and be binding upon the parties hereto and any successors thereof as fully and to the same extent as though specifically mentioned in each instance, and all covenants, stipulations, and agreements in the Agreement shall extend to and bind any successor or successors of the parties.

7. Waiver. The waiver by either party of any breach of any term, covenant, or condition shall not be deemed to be a waiver of any other term, covenant, or condition of this Agreement.

8. Administration of Agreement; Notices. Control and administration of this Agreement is under the jurisdiction of the Superintendent as to DISTRICT's interest herein and any communication relative to the terms or conditions or any changes thereto or notice or notices provided for by this Agreement or by

law required to be given or served upon DISTRICT may be given or served by certified letter deposited in the United States mails, postage prepaid, and addressed to the Del Mar Union School District at 225 9th Street, Del Mar, California 92014, Attention: Superintendent, or may be personally served upon DISTRICT or any person hereafter authorized by DISTRICT to receive such notice. Any notice or notices provided for by this Agreement or by law to be given or served upon CITY may be given or served by depositing in the United State mails, postage prepaid, a certified letter addressed to the City Manager, City Administration Building, 202 "C" Street, San Diego, California 92101, or may be personally served upon CITY or any person hereafter authorized by CITY to receive such notice. Any notice or notices given or served as provided herein shall be effectual and binding for all purposes, upon the principals of the parties so served, upon personal service or forty-eight (48) hours after mailing in the manner required herein.

9. Remedies. In the event that either party shall default in the performance or fulfillment of any covenant or condition herein required to be performed or fulfilled by that party and shall fail to cure said default within one hundred twenty (120) days after the service of written notice upon the defaulting party specifying the default complained of, then the second party may, at its option, without further notice or demand upon the defaulting party or upon any person claiming through the defaulting party, immediately terminate this Agreement and all rights of the defaulting party and of all persons claiming rights through the defaulting party. Notwithstanding the above provisions, in the event that any default cannot be cured within one hundred twenty (120) days after the service of written notice upon the defaulting party, the second party shall not terminate this Agreement pursuant to said default if the defaulting party immediately commences to cure said fault and diligently pursues such cure to completion.

10. Indemnity. CITY agrees to indemnify and save DISTRICT, its agents and employees harmless from any and all liability, claims, damages, or injuries to any person caused by the independent acts of CITY, its agents or employees in connection with the performance of this Agreement and the use of the subject parcels. DISTRICT agrees to indemnify and save CITY, its agents and employees harmless from any and all liability, claims, damages, or injuries to any person caused by the independent acts of DISTRICT, its agents or employees in connection with the performance of this Agreement and the use of the joint-use parcel.

11. Insurance. Unless there is mutual agreement as to self-insurance as provided below, each party hereto shall procure and maintain public liability and property damage insurance which names the other party, its officers and employees, as an additional insured with an insurance company licenced to do business in California, which company must have an A excellent rating in the current issue of Best's Insurance Guide, to protect against loss from liability imposed by law for damages on account

of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomsoever, resulting directly or indirectly from any act or activities of the other party on or about the premises or any person acting for the other party or under the other party's control or direction on or about the premises. Such public liability and property damage insurance shall be maintained in full force and effect during the entire term of this Agreement, in mutually acceptable amounts of COMBINED SINGLE LIMIT LIABILITY. Each party shall submit a policy of said insurance to the other party on or before the commencement of the lease pursuant to paragraph 1 of this Agreement indicating full coverage of the contractual liability imposed by this Agreement and stipulating that the insurance selected by the insured party shall not be subject to cancellation, any change in coverage, reduction in limits or non-renewal, except after written notice to the other party by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereof.

Each party shall not use or permit the use of said premises for any purpose other than the purpose for which said premises are herein permitted and permitted by law. Each party at its sole cost and expense shall secure compliance with all insurance requirements necessary for the maintenance of reasonable fire and public liability insurance covering said premises, buildings, and appurtenances during that party's use.

Each party may meet its insurance obligations hereunder through a legal self insurance program for the mutually-agreed amounts and by maintaining or having access to a full-time staff of qualified claims investigators for the purpose of administering its self-insured claims. The other party must consent to such self-insurance in writing, which consent shall not be unreasonably withheld.

12. Legal Proceedings. The parties agree that the law of the State of California shall be used in interpreting this Agreement and will govern all disputes under this Agreement and will determine all rights thereunder.

13. Verbal Agreements. This Agreement contains the complete expression of the whole agreement between the parties hereto and there are no promises, representations, agreements, warranties, or inducements either expressed verbally or implied except as are fully set forth herein. This contract cannot be larged, modified, or changed in any respect except by written agreement between the said parties.

14. Severance. If any part of the Agreement contained herein is found by a court of competent jurisdiction to be void or voidable, that portion which is so held to be defective shall be severed from the remainder hereof, the latter to remain in full force and effect.

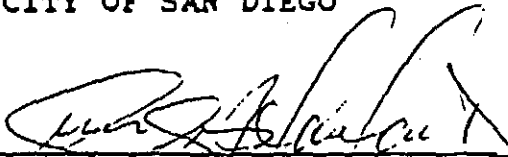
15. Amendment or Renewal. This Agreement may be amended or renewed by mutual consent of DISTRICT and CITY with conditions mutually agreed upon by a written and executed amendment of this agreement.

16. Nondiscrimination. DISTRICT, CITY, and all others who from time to time may use the property and recreational facilities described herein, with the permission and on the terms and conditions specified by both parties, shall not discriminate in any manner against any person or persons on account of race, color, sex, creed, national origin, age or mental or physical disability, including, but not limited to, the providing of goods, services, facilities, privileges, advantages, and the holding and obtaining of employment.

IN WITNESS WHEREOF, This Agreement is executed by the City of San Diego, acting by and through its City Manager pursuant to Ordinance No. 0-17693, authorizing such execution, and by the Del Mar Union School District, acting by and through its Superintendent pursuant to a Resolution of its Board of Education.

THE CITY OF SAN DIEGO

By

  
Park & Recreation Director  
George L. Loveland

APPROVED AS TO FORM BY  
JOHN W. WITT, CITY ATTORNEY


By



79641.157

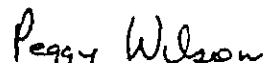
DEL MAR UNION SCHOOL DISTRICT

By

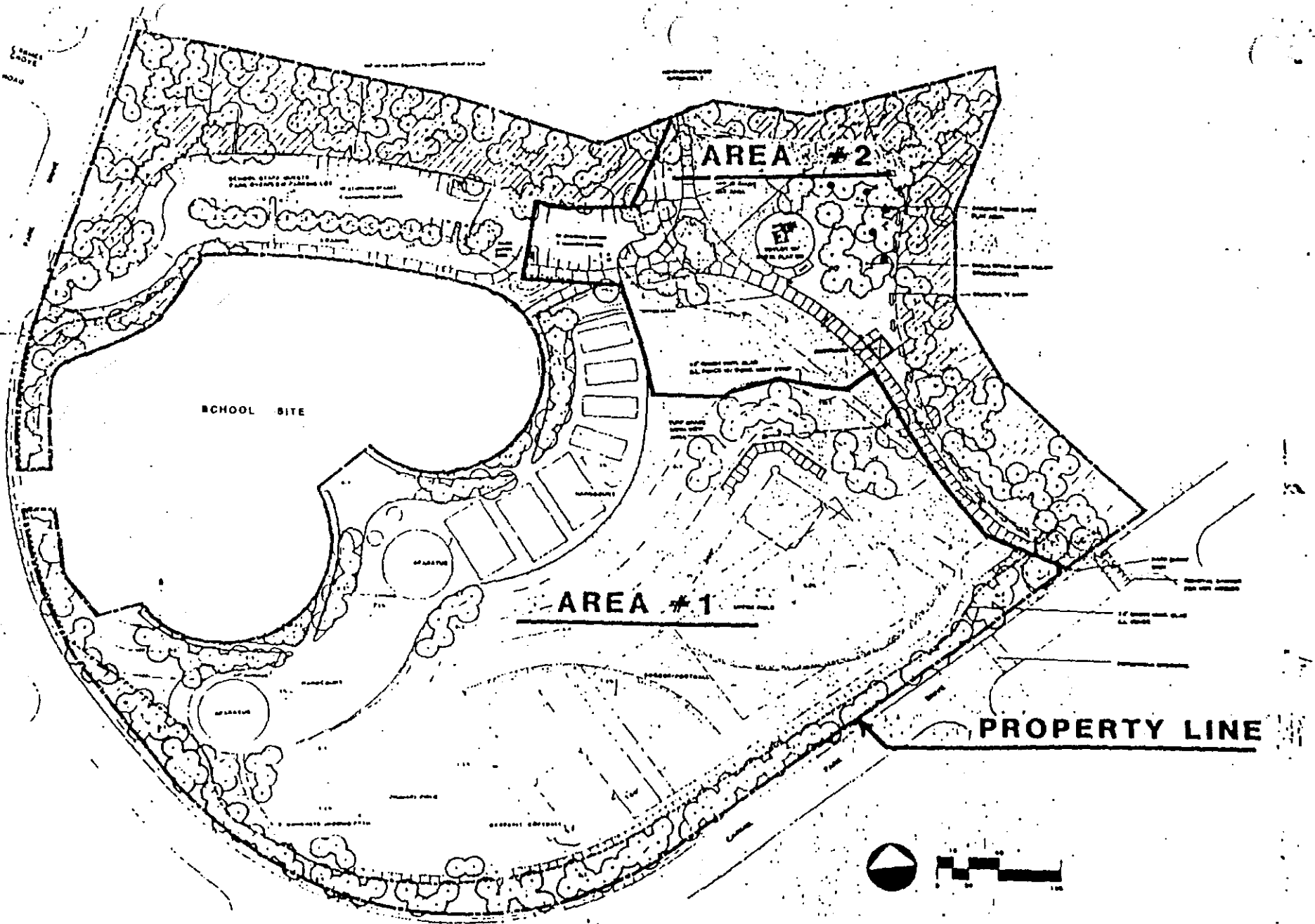
  
Superintendent  
Robert L. Harriman, Ed.D.

APPROVED BY GOVERNING  
BOARD 9/5/90

This is to certify that this agreement was approved by the Board of Trustees of the Del Mar Union School District on September 5, 1990, and City of San Diego on September 23, 1991, one year later.

  
Peggy Wilson, Executive Secretary DMU.S.  
12/5/91





# CARMEL DEL MAR SCHOOL AND PARK

ADDENDUM "A"

RECEIVED

OCT 9 1991

CP&RD

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KICKS  
COPY  
80  
x/c Donnie  
file

(0-92-17)

ORDINANCE NUMBER O- 17693 (NEW SERIES)

ADOPTED ON SEP 23 1991

AN ORDINANCE AUTHORIZING A FIFTY-FIVE YEAR  
JOINT USE AGREEMENT WITH DEL MAR UNION SCHOOL  
DISTRICT FOR A PORTION OF CARMEL DEL MAR  
NEIGHBORHOOD PARK.

WHEREAS, City Charter Section 99 requires that all  
agreements extending beyond five years must be approved by an  
ordinance adopted by a two-thirds vote of the Council; and

WHEREAS, the City Manager has recommended that the City  
Council approve and authorize the execution of a fifty-five year  
joint use agreement with the Del Mar Union School District for  
the joint use of a portion of Carmel Del Mar Neighborhood Park;  
NOW, THEREFORE,

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

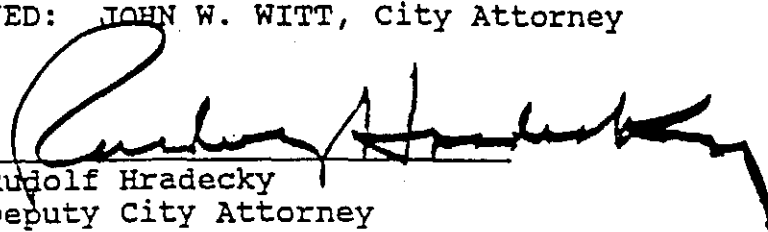
Section 1. That the the City Manager is hereby authorized  
to execute, for and on behalf of The City of San Diego, a fifty-  
five (55) year joint use agreement with DEL MAR UNION SCHOOL  
DISTRICT for a portion of Carmel Del Mar Neighborhood Park  
designated on Addendum "A" to said agreement as Area I, under the  
terms and conditions set forth in that joint use agreement on  
file in the office of the City Clerk as Document No.

oo-17693.

Section 2. This ordinance shall take effect and be in force  
thirty days from and after its adoption.

APPROVED: JOHN W. WITT, City Attorney

By

  
Rudolf Hradecky  
Deputy City Attorney

RH:ps  
07/22/91  
Or.Dept:Park &Rec.  
O-92-17  
Form=o+t

AGREEMENT FOR THE CONSTRUCTION,  
MAINTENANCE, OPERATION AND USE OF THE  
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R E C I T A L S:

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The estimated average life of all improvements to be constructed on said City-owned site is no greater than the term of this lease.

NOW THEREFORE, CITY and DISTRICT do mutually agree as follows:

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DOCUMENT NO. 00-17693

FILED SEP 23 1991

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(c) CITY shall be responsible for litter collection and removal and trash hauling bills from the joint use site for events authorized by CITY and on all days when school is not in session.

(d) CITY shall pay all litter collection and removal and trash hauling bills for the adjacent CITY-owned neighborhood park.

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(a) Water. CITY shall pay all monthly water bills in connection with the CITY-owned joint use site, provided that DISTRICT shall reimburse CITY fifty percent (50%) of each such water bill incurred on the CITY-owned joint use site, upon receipt of invoice from CITY. CITY shall pay all water bills in connection with the adjacent CITY-owned neighborhood park.

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12. General Terms and Conditions. CITY and DISTRICT hereby agree to the following sixteen (16) general terms and conditions attached hereto, and by this reference incorporated herein.

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6. Assigns. Time is of the essence of each and all of the terms and provisions of this Agreement, and this Agreement shall inure to the benefit of and be binding upon the parties hereto and any successors thereof as fully and to the same extent as though specifically mentioned in each instance, and all covenants, stipulations, and agreements in the Agreement shall extend to and bind any successor or successors of the parties.

7. Waiver. The waiver by either party of any breach of any term, covenant, or condition shall not be deemed to be a waiver of any other term, covenant, or condition of this Agreement.

8. Administration of Agreement; Notices. Control and administration of this Agreement is under the jurisdiction of the Superintendent as to DISTRICT's interest herein and any communication relative to the terms or conditions or any changes thereto or notice or notices provided for by this Agreement or by



law required to be given or served upon DISTRICT may be given or served by certified letter deposited in the United States mails, postage prepaid, and addressed to the Del Mar Union School District at 225 9th Street, Del Mar, California 92014, Attention: Superintendent, or may be personally served upon DISTRICT or any person hereafter authorized by DISTRICT to receive such notice. Any notice or notices provided for by this Agreement or by law to be given or served upon CITY may be given or served by depositing in the United State mails, postage prepaid, a certified letter addressed to the City Manager, City Administration Building, 202 "C" Street, San Diego, California 92101, or may be personally served upon CITY or any person hereafter authorized by CITY to receive such notice. Any notice or notices given or served as provided herein shall be effectual and binding for all purposes, upon the principals of the parties so served, upon personal service or forty-eight (48) hours after mailing in the manner required herein.

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11. Insurance. Unless there is mutual agreement as to self-insurance as provided below, each party hereto shall procure and maintain public liability and property damage insurance which names the other party, its officers and employees, as an additional insured with an insurance company licenced to do business in California, which company must have an A excellent rating in the current issue of Best's Insurance Guide, to protect against loss from liability imposed by law for damages on account

of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomsoever, resulting directly or indirectly from any act or activities of the other party on or about the premises or any person acting for the other party or under the other party's control or direction on or about the premises. Such public liability and property damage insurance shall be maintained in full force and effect during the entire term of this Agreement, in mutually acceptable amounts of COMBINED SINGLE LIMIT LIABILITY. Each party shall submit a policy of said insurance to the other party on or before the commencement of the lease pursuant to paragraph 1 of this Agreement indicating full coverage of the contractual liability imposed by this Agreement and stipulating that the insurance selected by the insured party shall not be subject to cancellation, any change in coverage, reduction in limits or non-renewal, except after written notice to the other party by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereof.

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Each party may meet its insurance obligations hereunder through a legal self insurance program for the mutually-agreed amounts and by maintaining or having access to a full-time staff of qualified claims investigators for the purpose of administering its self-insured claims. The other party must consent to such self-insurance in writing, which consent shall not be unreasonably withheld.

12. Legal Proceedings. The parties agree that the law of the State of California shall be used in interpreting this Agreement and will govern all disputes under this Agreement and will determine all rights thereunder.

13. Verbal Agreements. This Agreement contains the complete expression of the whole agreement between the parties hereto and there are no promises, representations, agreements, warranties, or inducements either expressed verbally or implied except as are fully set forth herein. This contract cannot be larged, modified, or changed in any respect except by written agreement between the said parties.

14. Severance. If any part of the Agreement contained herein is found by a court of competent jurisdiction to be void or voidable, that portion which is so held to be defective shall be severed from the remainder hereof, the latter to remain in full force and effect.

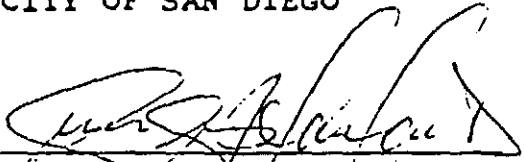
15. Amendment or Renewal. This Agreement may be amended or renewed by mutual consent of DISTRICT and CITY with conditions mutually agreed upon by a written and executed amendment of this agreement.

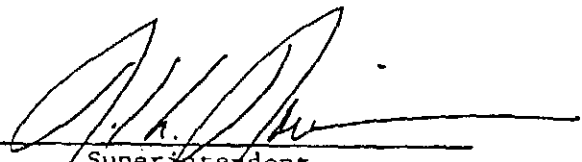
16. Nondiscrimination. DISTRICT, CITY, and all others who from time to time may use the property and recreational facilities described herein, with the permission and on the terms and conditions specified by both parties, shall not discriminate in any manner against any person or persons on account of race, color, sex, creed, national origin, age or mental or physical disability, including, but not limited to, the providing of goods, services, facilities, privileges, advantages, and the holding and obtaining of employment.

IN WITNESS WHEREOF, This Agreement is executed by the City of San Diego, acting by and through its City Manager pursuant to Ordinance No. 0-17693, authorizing such execution, and by the Del Mar Union School District, acting by and through its Superintendent pursuant to a Resolution of its Board of Education.

THE CITY OF SAN DIEGO

DEL MAR UNION SCHOOL DISTRICT

  
Park & Recreation Director  
George L. Loveland

By   
Superintendent  
Robert L. Harriman, Ed.D.


APPROVED AS TO FORM BY  
JOHN W. WITT, CITY ATTORNEY

By 

APPROVED BY GOVERNING  
BOARD 9/5/90

79641.157

This is to certify that this agreement was approved by the Board of Trustees of the Del Mar Union School District on September 5, 1990, and City of San Diego on September 23, 1991, one year later.

  
Peggy Wilson, Executive Secretary D.M.U.S.D.  
12/5/91

(O-92-17)

ORDINANCE NUMBER O-17693 (NEW SERIES)

ADOPTED ON SEP 23 1991

AN ORDINANCE AUTHORIZING A FIFTY-FIVE YEAR  
JOINT USE AGREEMENT WITH DEL MAR UNION SCHOOL  
DISTRICT FOR A PORTION OF CARMEL DEL MAR  
NEIGHBORHOOD PARK.

WHEREAS, City Charter Section 99 requires that all  
agreements extending beyond five years must be approved by an  
ordinance adopted by a two-thirds vote of the Council; and

WHEREAS, the City Manager has recommended that the City  
Council approve and authorize the execution of a fifty-five year  
joint use agreement with the Del Mar Union School District for  
the joint use of a portion of Carmel Del Mar Neighborhood Park;  
NOW, THEREFORE,

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

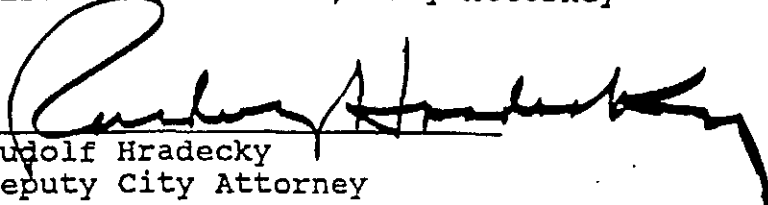
Section 1. That the the City Manager is hereby authorized  
to execute, for and on behalf of The City of San Diego, a fifty-  
five (55) year joint use agreement with DEL MAR UNION SCHOOL  
DISTRICT for a portion of Carmel Del Mar Neighborhood Park  
designated on Addendum "A" to said agreement as Area I, under the  
terms and conditions set forth in that joint use agreement on  
file in the office of the City Clerk as Document No.

oo-17693.

Section 2. This ordinance shall take effect and be in force thirty days from and after its adoption.

APPROVED: JOHN W. WITT, City Attorney

By

  
Rudolf Hradecky  
Deputy City Attorney

RH:ps  
07/22/91  
Or.Dept:Park &Rec.  
0-92-17  
Form=o+t

Passed and adopted by the Council of The City of San Diego - Sept. 23, 1991  
by the following vote:

YEAS: Roberts, Hartley, Pratt, Behr, Henderson, McCarty.

NAYS: None.

NOT PRESENT: Wolfsheimer, Filner, Mayor O'Connor.

AUTHENTICATED BY:

MAUREEN O'CONNOR

Mayor of The City of San Diego, California

CHARLES G. ABDELNOUR

City Clerk of The City of San Diego, California

(Seal)

By RHONDA R. BARNES, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy  
ORDINANCE NO. 0-17693 (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 Sept. 9, 1991, and on Sept. 23, 1991.

~~I FURTHER CERTIFY that said ordinance was read in full prior to its final passage~~

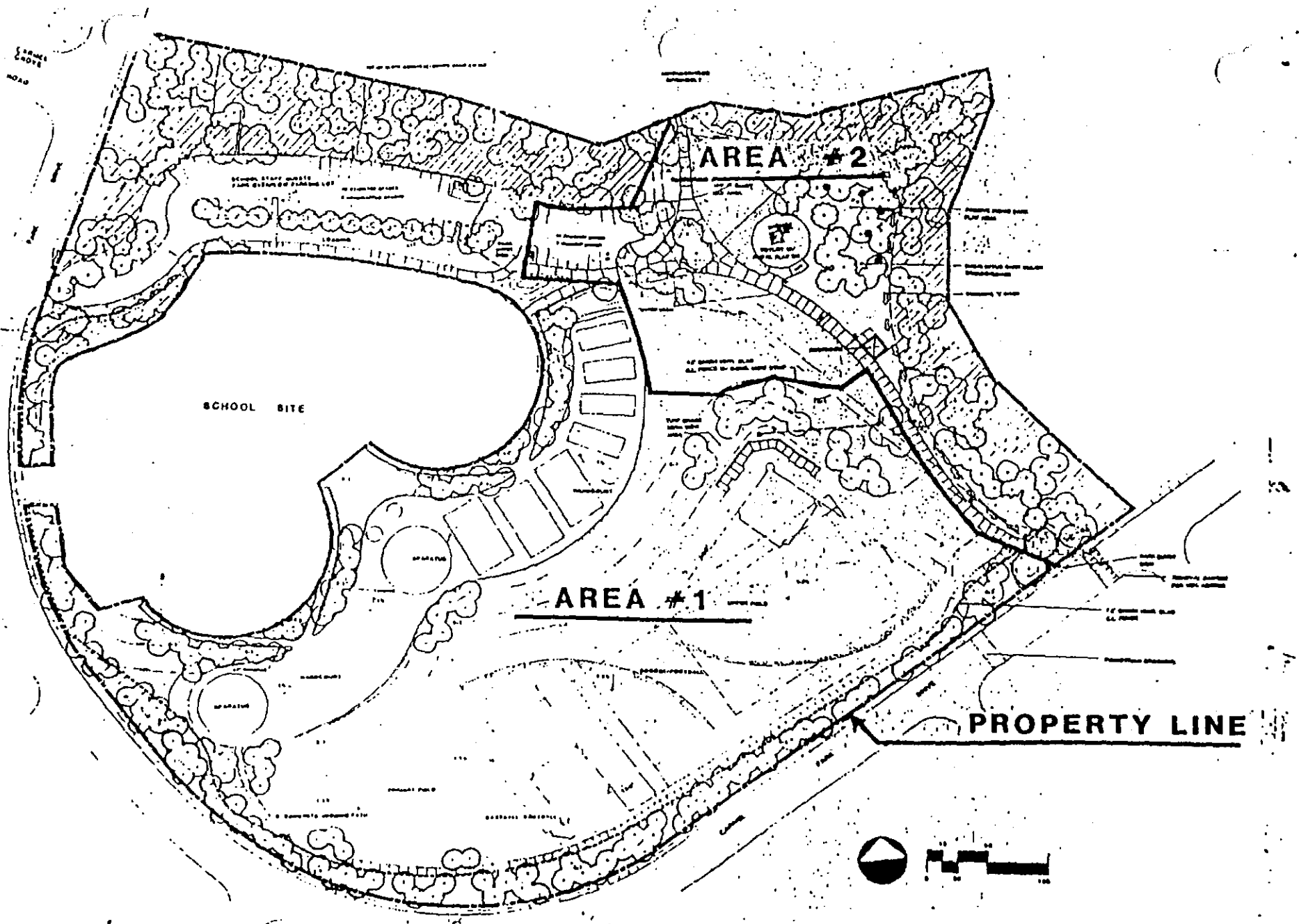
I FURTHER CERTIFY that the reading of said ordinance in full was dispensed with  
by a vote of not less than a majority of the members elected to the Council, and  
that there was available for the consideration of each member of the Council and  
the public prior to the day of its passage a written or printed copy of said  
ordinance.

CHARLES G. ABDELNOUR

City Clerk of The City of San Diego, California

By Rhonda R. Barnes Deputy

(Seal)



# CARMEL DEL MAR SCHOOL AND PARK

ADDENDUM A

