

AGREEMENT

WHEREAS, C.N.Culp, is the owner of 3144-6 Canon St. & 1135-7 Evergreen St. Lot Pueblo Lot #188, Block ___, Subdivision Roseville, and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the Ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 14th day of July, 1937, by himself that he will, for and in consideration of the permission granted him to remove 16 & 16 feet of curbing on Canon St. Evergreen St. street adjacent to the above described property, bind him to, and he hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of the City of San Diego.

He further agrees that this agreement shall be binding on him, his heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

C.N.CULP
Owner's Name
3435 Zola St. San Diego, Calif.
Address

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 14th day of July, A.D. Nineteen Hundred and Thirty-Seven, before me, Fred W. Sick a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared C. N. Culp known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

FRED W. SICK
Notary Public in and for the County of San Diego,
State of California.

(SEAL)

RECORDED AUG 18 1937 46 Min. past 10 A.M. In Book 677 At Page 449 of Official Records, San Diego Co., Cal. Recorded At Request of Grantee.

O.M.SWOPE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.
E. DRUMMOND

Copyist County Recorder's Office, S.D.County,Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement of C.N.Culp to the City of San Diego, California. Being Document No. 304160.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California

By Helen M. Willig Deputy.

UNDERTAKING FOR STREET LIGHTING UNIVERSITY AVENUE LIGHTING DISTRICT NO.1.

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of TWO HUNDRED SEVENTY-FIVE DOLLARS (\$275.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 18th day of August, 1937.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into contract with said The City of San Diego, under and pursuant to Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), to do all work upon UNIVERSITY AVENUE, between the northerly prolongation of the east line of Texas Street and the southerly prolongation of the east line of the Alley in Block 209, University Heights; and 30TH STREET, between Lincoln Avenue and Wightman Street, in the City of San Diego, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof.

NOW, THEREFORE, the condition of this obligation is such that if the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, Principal
By W.F. RABER, President.

(SEAL) ATTEST:
J.A.CANNON, Secretary.

THE AETNA CASUALTY AND SURETY COMPANY
Surety.
By PAUL WOLCOTT, Resident Vice-President.

(SEAL) ATTEST:
E.L.TOLSON, Resident Assistant Secretary.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 18th day of August, in the year nineteen hundred thirty-seven, before me, Frances S. Bowers, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Paul Wolcott, known to me to be the Resident Vice-President and E.L.Tolson, known to me to be the Resident Assistant Secretary of The Aetna Casualty and Surety Company, the corporation which executed the within and annexed instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL) FRANCES S. BOWERS
Notary Public in and for said San Diego County,
State of California.

I hereby approve the form of the foregoing Undertaking this 20th day of August, 1937.

D.L.AULT, City Attorney
By J.H.McKINNEY, Deputy City Attorney.

I HEREBY CERTIFY that the Council of the City of San Diego did by Resolution No. 66338 passed and adopted on the 10th day of August, 1937, require and fix the sum of \$275.00 as the penal sum of the foregoing Undertaking.

(SEAL) ALLEN H. WRIGHT
City Clerk of the City of San Diego.
By FRED W. SICK
Deputy.

CONTRACT FOR STREET LIGHTING.
UNIVERSITY AVENUE LIGHTING DISTRICT NO.1.

THIS AGREEMENT, made and entered into this 24th day of August, 1937, by and between SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Council of the City of San Diego, has been awarded the contract for the work hereinafter mentioned,

NOW, THEREFORE, the respective parties hereto do promise and agree as follows, to-wit:

Said first party, for the consideration hereinafter mentioned, promises and agrees with the said second party, that it will do and perform, or cause to be done and performed, in a good and workmanlike manner, under the supervision of the City Engineer of said City, all of the following work, to-wit: The furnishing of electric current for the lighting of the ornamental street lights located on the following streets in the City of San Diego, California, to-wit:

University Avenue, between the northerly prolongation of the east line of Texas Street and the southerly prolongation of the east line of the Alley in Block 209, University Heights; and

30TH STREET, between Lincoln Avenue and Wightman Street.

Such furnishing of electric current shall be for a period of one year from and including August 7, 1937, to-wit, to and including August 6, 1938.

All of said work shall be done strictly in accordance with the plans and specifications contained in the report of the City Engineer of said City, being document entitled: "Engineer's Report and Assessment for University Avenue Lighting District No. 1", filed May 13, 1937, in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of One Thousand Ninety-nine and 20/100 Dollars (\$1099.20) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "University Avenue Lighting District No. 1 Fund."

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of One Thousand Ninety-nine and 20/100 dollars (\$1099.20) shall be paid out of any other fund than said special fund designated as "University Avenue Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), and acts amendatory thereof and supplemental thereto, and that in pursuance of said Act an assessment has been levied for said sum of One Thousand Ninety-nine and 20/100 Dollars (\$1099.20).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said Act of the Legislature, will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached by its proper officers thereunto duly authorized, and the said second party has caused these presents to be executed by a majority of the members of the Council of said City of San Diego, and attested by the City Clerk of said City, the day and year first hereinabove written.

(SEAL) ATTEST:
J.A.CANNON, Secretary.
SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
By W.F.RABER, President

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy.

THE CITY OF SAN DIEGO.
By P.J.BENBOUGH
HERBERT E. FISH
ADDISON E. HOUSH
W.C.CRANDALL
RAYMOND M. WANSLEY
BRUCE R. STANNARD
JOHN S. SIEBERT
Members of the Council.

I hereby approve the form of the foregoing Contract, this 20th day of August, 1937.
D.L.AULT, City Attorney
By J.H.McKINNEY, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract for University Avenue Lighting Dist. #1. Being Document No. 304206.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.

By Helen M. Ulling Deputy.

UNDERTAKING FOR STREET LIGHTING.
SAN DIEGO LIGHTING DISTRICT NO. 1.

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of SEVEN THOUSAND NINE HUNDRED NINETY-EIGHT DOLLARS (\$7,998.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 18th day of August, 1937.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into contract with said The City of San Diego, under and pursuant to Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), to do all work upon INDIA STREET, COLUMBIA STREET, STATE STREET, UNION STREET, FRONT STREET, FIRST AVENUE, SECOND AVENUE, THIRD AVENUE, FOURTH AVENUE, FIFTH AVENUE, SIXTH AVENUE, SEVENTH AVENUE, EIGHTH AVENUE, NINTH AVENUE, TENTH AVENUE, ELEVENTH AVENUE, TWELFTH AVENUE, SIXTEENTH STREET, ASH STREET, A STREET, B STREET, C STREET, BROADWAY, E STREET, F STREET, MARKET STREET, IMPERIAL AVENUE and NATIONAL AVENUE, within the limits and as particularly described in Resolution of Intention No. 65824, adopted by the Council of said City April 20, 1937, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

(SEAL) ATTEST: J.A.CANNON, Secretary.
SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, Principal
By W.F.RABER, President.

(SEAL) ATTEST: E.L.TOLSON, Resident Assistant Secretary.
THE AETNA CASUALTY AND SURETY COMPANY. Surety.
By PAUL WOLCOTT, Resident Vice-President.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 18th day of August, in the year nineteen hundred thirty-seven, before me, Frances S. Bowers, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Paul Wolcott, known to me to be the Resident Vice-President and E.L.Tolson, known to me to be the Resident Assistant Secretary of The Aetna Casualty and Surety Company, the corporation which executed the within and annexed instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL) FRANCES S. BOWERS
Notary Public in and for said San Diego County,
State of California.

I hereby approve the form of the foregoing Undertaking this 20th day of August, 1937.

D.L.AULT, City Attorney.
By J.H.McKINNEY, Deputy City Attorney.

I HEREBY CERTIFY that the Council of the City of San Diego did by Resolution No. 66291 passed and adopted on the 3rd day of August, 1937, require and fix the sum of \$7,998.00 as the penal sum of the foregoing Undertaking.

(SEAL) ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By FRED W. SICK
Deputy.

CONTRACT FOR STREET LIGHTING.
SAN DIEGO LIGHTING DISTRICT NO.1.

THIS AGREEMENT, made and entered into this 24th day of August, 1937, by and between SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Council of the City of San Diego, has been awarded the contract for the work hereinafter mentioned,

NOW, THEREFORE, the respective parties hereto do promise and agree as follows, to-wit:

Said first party, for the consideration hereinafter mentioned, promises and agrees with the said second party, that it will do and perform, or cause to be done and performed, in a good and workmanlike manner, under the supervision of the City Engineer of said City, all of the following work, to-wit: The furnishing of electric current for the lighting of the ornamental street lights located on the following streets, in the City of San Diego, California, to-wit:

- INDIA STREET, between Ivy Street and Broadway;
- COLUMBIA STREET, between Beech Street and Broadway;
- STATE STREET, between Elm Street and Broadway;
- UNION STREET, between B Street and Broadway;
- FRONT STREET, between B Street and Broadway;
- FIRST AVENUE, between Beech Street and Broadway;

SECOND AVENUE, between B Street and Broadway;
 THIRD AVENUE, between A Street and Market Street;
 FOURTH AVENUE, between Ivy Street and Market Street;
 FIFTH AVENUE, between Laurel Street and K Street;
 SIXTH AVENUE, between A Street and Island Avenue;
 SEVENTH AVENUE, between Beech Street and F Street;
 EIGHTH AVENUE, between Beech Street and Market Street;
 NINTH AVENUE, between B Street and Market Street;
 TENTH AVENUE, between B Street and Market Street;
 ELEVENTH AVENUE, between B Street and Market Street;
 TWELFTH AVENUE, between Russ Boulevard and Imperial Avenue;
 SIXTEENTH STREET, between C Street and the south line of Sherman's Addition;
 ASH STREET, between Seventh Avenue and Eighth Avenue;
 A STREET, between India Street and Eighth Avenue;
 B STREET, between Kettner Boulevard and Twelfth Avenue;
 C STREET, between Kettner Boulevard and Twelfth Avenue;
 BROADWAY, between Pacific Highway and Sixteenth Street;
 E STREET, between India Street and Sixteenth Street;
 F STREET, between Columbia Street and Sixteenth Street;
 MARKET STREET, between the east line of State Street produced south and Sixteenth

Street;

IMPERIAL AVENUE, between National Avenue and Thirteenth Street; and
 NATIONAL AVENUE, between Twelfth Avenue and Sixteenth Street.

Such furnishing of electric current shall be for the period of one year from and including July 1, 1937, to-wit, to and including June 30, 1938.

All of said work shall be done strictly in accordance with the plans and specifications contained in the report of the City Engineer of said City, being document entitled; "Engineer's Report and Assessment for San Diego Lighting District No. 1", filed April 29, 1937 in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of Thirty-one Thousand Nine Hundred Ninety and 77/100 Dollars (\$31,990.77), in twelve equal monthly installments, drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "San Diego Lighting District No. 1 Fund."

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of Thirty-one Thousand Nine Hundred Ninety and 77/100 Dollars (\$31,990.77), shall be paid out of any other fund than said special fund designated as "San Diego Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), and acts amendatory thereof and supplemental thereto, and that in pursuance of said Act an assessment has been levied for said sum of Thirty-one Thousand Nine Hundred Ninety and 77/100 Dollars (\$31,990.77).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said Act of the Legislature, will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached by its proper officers thereunto duly authorized, and the said second party has caused these presents to be executed by a majority of the members of the Council of said City of San Diego, and attested by the City Clerk of said City, the day and year first hereinabove written.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY

(SEAL) ATTEST:
 J.A.CANNON, Secretary.

By W.F.RABER, President

THE CITY OF SAN DIEGO.

By P.J.BENBOUGH

HERBERT E. FISH

ADDISON E. HOUSH

W.C.CRANDALL

RAYMOND M. WANSLEY

BRUCE R. STANNARD

JOHN S. SIEBERT

Members of the Council.

(SEAL) ATTEST:
 ALLEN H. WRIGHT, City Clerk
 By FRED W. SICK, Deputy.

I hereby approve the form of the foregoing Contract, this 20th day of August, 1937.

D.L.AULT, City Attorney

By J.H.MCKINNEY, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract for San Diego Lighting District No. 1. Being Document No. 304207.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California

By Helen M. Welby Deputy.

UNDERTAKING FOR STREET LIGHTING FIVE POINTS LIGHTING DISTRICT NO. 1.

KNOWN ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of THREE HUNDRED DOLLARS (\$300.00), lawful money of the United States of America, to be paid to said The City of San Diego, for

which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 18th day of August, 1937.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into contract with said The City of San Diego, under and pursuant to Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), to do all work upon INDIA STREET, between Andrews Street and Chalmers Street; KETTNER BOULEVARD, between Winder Street and Chalmers Street; CALIFORNIA STREET, between the southwesterly prolongation of the northwesterly line of Pringle Street and the southwesterly prolongation of the northwesterly line of Winder Street; MOORE STREET, between Noell Street and California Street; HANCOCK STREET, between Harasthy Street and Chalmers Street; HARASTHY STREET, between Pacific Highway and California Street; ANDREWS STREET, between California Street and India Street; and WINDER STREET, between Hancock Street and Kettner Boulevard, in the City of San Diego, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, Principal.

(SEAL) ATTEST:

J.A.CANNON, Secretary.

By W.F.RABER, President.

THE AETNA CASUALTY AND SURETY COMPANY, Surety

(SEAL) ATTEST:

E.L.TOLSON, Resident Assistant Secretary.

By PAUL WOLCOTT, Resident Vice-President

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 18th day of August, in the year nineteen hundred thirty-seven before me, Frances S. Bowers, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Paul Wolcott, known to me to be the Resident Vice-President and E. L. Tolson, known to me to be the Resident Assistant Secretary of The Aetna Casualty and Surety Company, the corporation which executed the within and annexed instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

FRANCES S. BOWERS

Notary Public in and for said San Diego County,
State of California.

(SEAL)

I hereby approve the form of the foregoing Undertaking this 20th day of August, 1937.

D.L.AULT, City Attorney

By J.H.MCKINNEY, Deputy City Attorney.

I HEREBY CERTIFY that the Council of the City of San Diego did by Resolution No. 66290 passed and adopted on the 3rd day of August, 1937, require and fix the sum of \$300.00 as the penal sum of the foregoing Undertaking.

ALLEN H. WRIGHT, C

City Clerk of the City of San Diego.

By FRED W. SICK

Deputy.

(SEAL)

CONTRACT FOR STREET LIGHTING, FIVE POINTS LIGHTING DISTRICT NO.1.

THIS AGREEMENT, made and entered into this 24th day of August, 1937, by and between SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Council of the City of San Diego, has been awarded the contract for the work hereinafter mentioned.

NOW, THEREFORE, the respective parties hereto do promise and agree as follows, to-wit:

Said first party, for the consideration hereinafter mentioned, promises and agrees with the said second party, that it will do and perform, or cause to be done and performed, in a good and workmanlike manner, under the supervision of the City Engineer of said City, all of the following work, to-wit: The furnishing of electric current for the lighting of the ornamental street lights located on the following streets, in the City of San Diego, California, to-wit:

INDIA STREET, between Andrews Street and Chalmers Street;

KETTNER BOULEVARD, between Winder Street and Chalmers Street;

CALIFORNIA STREET, between the southwesterly prolongation of the northwesterly line of Pringle Street and the southwesterly prolongation of the northwesterly line of Winder Street;

MOORE STREET, between Noell Street and California Street;

HANCOCK STREET, between Harasthy Street and Chalmers Street;

HARASTHY STREET, between Pacific Highway and California Street;

ANDREWS STREET, between California Street and India Street; AND

WINDER STREET, between Hancock Street and Kettner Boulevard.

Such furnishing of electric current shall be for a period of one year from and including August 5, 1937, to and including August 4, 1938.

All of said work shall be done strictly in accordance with the plans and specifications contained in the report of the City Engineer of said City, being document entitled: "Engineer's Report and Assessment for Five Points Lighting District No. 1", filed May 7, 1937, in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of One Thousand One Hundred Ninety-eight and 80/100 Dollars (\$1,198.80) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Five Points Lighting District No. 1, Fund."

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of One Thousand One Hundred Ninety-eight and 80/100 Dollars (\$1,198.80), shall be paid out of any other fund than said special fund designated as "Five Points Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), and acts amendatory thereof and supplemental thereto, and that in pursuance of said Act an assessment has been levied for said sum of One Thousand One Hundred Ninety-eight and 80/100 Dollars (\$1,198.80).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said Act of the Legislature, will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached by its proper officers thereunto duly authorized, and the said second party has caused these presents to be executed by a majority of the members of the Council of said City of San Diego, and attested by the City Clerk of said City, the day and year first hereinabove written.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY

(SEAL) ATTEST:
J.A.CANNON, Secretary.

By W.F.RABER, President.

THE CITY OF SAN DIEGO.

By P.J.BENBOUGH

HERBERT E. FISH

ADDISON E. HOUSH

W.C.CRANDALL

RAYMOND M. WANSLEY

BRUCE R. STANNARD

JOHN S. SIEBERT

Members of the Council.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy.

I hereby approve the form of the foregoing Contract, this 20th day of August, 1937.

D.L.AULT, City Attorney

By J.H.McKINNEY, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract for Five Points Lighting District No. 1. Being Document No. 304208.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By Helen M. Wilby Deputy.

UNDERTAKING FOR STREET LIGHTING.

UNIVERSITY AVENUE LIGHTING DISTRICT NO.3.

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of FIVE HUNDRED NINETY-SIX DOLLARS (\$596.00), lawful money of the United States of America, to be paid to said The City of SAN DIEGO, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 18th day of August, 1937.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into contract with said The City of San Diego, under and pursuant to Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), to do all work upon UNIVERSITY AVENUE, between Boundary Street and Euclid Avenue; 34TH STREET, between the westerly prolongation of the north line of University Avenue and the westerly prolongation of the south line of Lot 4, Block 192, Amended Map of City Heights; and 43RD STREET, between the south line of University Avenue and a line parallel to and distant 150 feet south of the south line of University Avenue, in the City of San Diego, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof.

NOW, THEREFORE, the condition of this obligation is such that if the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, Principal.

(SEAL) ATTEST:
J.A.CANNON, Secretary.

By W.F.RABER, President.

THE AETNA CASUALTY AND SURETY COMPANY, Surety.

(SEAL) ATTEST:
E.L.TOLSON, Resident Assistant-Secretary.

By PAUL WOLCOTT, Resident Vice-President.

SEAL OF CITY OF SAN DIEGO
CITY CLERK

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 18th day of August, in the year nineteen hundred thirty-seven, before me, Frances S. Bowers, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Paul Wolcott, known to me to be the Resident Vice-President and E.L. Tolson, known to me to be the Resident Assistant Secretary of The Aetna Casualty and Surety Company, the corporation which executed the within and annexed instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL) FRANCES S. BOWERS
Notary Public in and for said San Diego County,
State of California.

I hereby approve the form of the foregoing Undertaking this 20th day of August, 1937.

D.L. AULT, City Attorney
By J.H. McKINNEY, Deputy City Attorney.

I HEREBY CERTIFY that the Council of the City of San Diego did by Resolution No. 66336 passed and adopted on the 10th day of August, 1937, require and fix the sum of \$596.00 as the penal sum of the foregoing Undertaking.

(SEAL) ALLEN H. WRIGHT, City
City Clerk of the City of San Diego.
By FRED W. SICK
Deputy.

CONTRACT FOR STREET LIGHTING.

UNIVERSITY AVENUE LIGHTING DISTRICT NO. 3

THIS AGREEMENT, made and entered into this 24th day of August, 1937, by and between SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Council of the City of San Diego, has been awarded the contract for the work hereinafter mentioned,

NOW, THEREFORE, the respective parties hereto do promise and agree as follows, to-wit:

Said first party, for the consideration hereinafter mentioned, promises and agrees with the said second party, that it will do and perform, or cause to be done and performed, in a good and workmanlike manner, under the supervision of the City Engineer of said City, all of the following work, to-wit: The furnishing of electric current for the lighting of the ornamental street lights located on the following streets, in the City of San Diego, California, to-wit:

UNIVERSITY AVENUE, between Boundary Street and Euclid Avenue;

34TH STREET, between the westerly prolongation of the north line of University Avenue and the westerly prolongation of the south line of Lot 4, Block 192, Amended Map of City Heights; and

43RD STREET, between the south line of University Avenue and a line parallel to and distant 150 feet south of the south line of University Avenue.

Such furnishing of electric current shall be for a period of one year from and including August 7, 1937, to-wit, to and including August 6, 1938.

All of said work shall be done strictly in accordance with the plans and specifications contained in the report of the City Engineer of said City, being document entitled: "Engineer's Report and Assessment for University Avenue Lighting District No. 3", filed May 20, 1937 in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of Two Thousand Three Hundred Eighty and 80/100 Dollars (\$2380.80) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "University Avenue Lighting District No. 3 Fund."

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of Two Thousand Three Hundred Eighty and 80/100 Dollars (\$2380.80) shall be paid out of any other fund than said special fund designated as "University Avenue Lighting District No. 3 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), and acts amendatory thereof and supplemental thereto, and that in pursuance of said Act an assessment has been levied for said sum of Two Thousand Three Hundred Eighty and 80/100 Dollars (\$2380.80).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said Act of the Legislature, will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached by its proper officers thereunto duly authorized, and the said second party has caused these presents to be executed by a majority of the members of the Council of said City of San Diego, and attested by the City Clerk of said City, the day and year first hereinabove written.

(SEAL) ATTEST:
J.A. CANNON, Secretary.
SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
By W.F. RABER, President.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy.

THE CITY OF SAN DIEGO.
By P.J.BENBOUGH
HERBERT E. FISH
ADDISON E. HOUSH
W.C.CRANDALL
RAYMOND M. WANSLEY
BRUCE R. STANNARD
JOHN S. SIEBERT
Members of the Council.

I hereby approve the form of the foregoing Contract, this 20th day of August, 1937.
D.L.AULT, City Attorney.
By J.H.McKINNEY, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract for University Avenue Lighting District No. 3. Being Document No. 304209.
ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.

By Helen M. Wallig Deputy.

UNDERTAKING FOR STREET LIGHTING.
OCEAN BEACH LIGHTING DISTRICT NO. 1.

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of TWO HUNDRED EIGHTY-TWO DOLLARS (\$282.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 18th day of August, 1937.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, has entered into contract with said the City of San Diego, under and pursuant to Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), to do all work upon ABBOTT STREET, between Newport Avenue and West Point Loma Boulevard; NEWPORT AVENUE, between Abbott Street and Sunset Cliffs Boulevard; SANTA MONICA AVENUE, between Abbott Street and Bacon Street; BACON STREET, between Newport Avenue and Santa Monica Avenue; and VOLTAIRE STREET, between Abbott Street and Froude Street, in the City of San Diego, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof.

NOW, THEREFORE, the condition of this obligation is such that if the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, Principal
By W.F.RABER, President

(SEAL) ATTEST:
J.A.CANNON, Secretary.

THE AETNA CASUALTY AND SURETY COMPANY, Surety.
By PAUL WOLCOTT, Resident Vice-President.

(SEAL) ATTEST:
E.L.TOLSON, Resident Assistant Secretary.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 18th day of August, in the year nineteen hundred thirty-seven, before me, Frances S. Bowers, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Paul Wolcott, known to me to be the Resident Vice-President and E.L.Tolson, known to me to be the Resident Assistant Secretary of the Aetna Casualty and Surety Company, the corporation which executed the within and annexed instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

FRANCES S. BOWERS
Notary Public in and for said San Diego County,
State of California.

(SEAL)

I hereby approve the form of the foregoing Undertaking this 20th day of August, 1937.

D.L.AULT, City Attorney.
By J.H.McKINNEY, Deputy City Attorney.

I HEREBY CERTIFY that the Council of the City of San Diego did by Resolution No. 66337 passed and adopted on the 10th day of August, 1937, require and fix the sum of \$282.00 as the penal sum of the foregoing Undertaking.

ALLEN H. WRIGHT
City Clerk of the City of San Diego.
By FRED W. SICK
Deputy.

(SEAL)

CONTRACT FOR STREET LIGHTING.
OCEAN BEACH LIGHTING DISTRICT NO.1.

THIS AGREEMENT, made and entered into this 24th day of August, 1937, by and between SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Council of the City of San Diego, has been awarded the contract for the work hereinafter mentioned.

NOW, THEREFORE, the respective parties hereto do promise and agree as follows, to-wit:

Said first party, for the consideration hereinafter mentioned, promises and agrees with the said second party, that it will do and perform, or cause to be done and performed, in a good and workmanlike manner, under the supervision of the City Engineer of said City, all of the following work, to-wit: The furnishing of electric current for the lighting of the ornamental street lights located on the following streets, in the City of San Diego, California, to-wit:

ABBOTT STREET, between Newport Avenue and West Point Loma Boulevard;
NEWPORT AVENUE, between Abbott Street and Sunset Cliffs Boulevard;
SANTA MONICA AVENUE, between Abbott Street and Bacon Street;
BACON STREET, between Newport Avenue and Santa Monica Avenue; and
VOLTAIRE STREET, between Abbott Street and Froude Street.

Such furnishing of electric current shall be for the period of one year from and including August 14, 1937, to-wit, to and including August 13, 1938.

All of said work shall be done strictly in accordance with the plans and specifications contained in the report of the City Engineer of said City, being document entitled: "Engineer's Report and Assessment for Ocean Beach Lighting District No. 1", filed May 22, 1937, in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of One Thousand One Hundred Twenty-four and 40/100 Dollars (\$1124.40).

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of One Thousand One Hundred Twenty-four and 40/100 Dollars (\$1124.40) shall be paid out of any other fund than said special fund designated as "Ocean Beach Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), and acts amendatory thereof and supplemental thereto, and that in pursuance of said Act an assessment has been levied for said sum of One Thousand One Hundred Twenty-four and 40/100 Dollars (\$1124.40).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said Act of the Legislature, will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached by its proper officers thereunto duly authorized, and the said second party has caused these presents to be executed by a majority of the members of the Council of said City of San Diego, and attested by the City Clerk of said City, the day and year first hereinabove written.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY

(SEAL) ATTEST:

J.A.CANNON, Secretary.

By W.F.RABER, President.

THE CITY OF SAN DIEGO.

By P.J.BENBOUGH

HERBERT E. FISH

ADDISON E. HOUSH

W.C.CRANDALL

RAYMOND M. WANSLEY

BRUCE R. STANNARD

JOHN S. SIEBERT

Members of the Council.

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk

By FRED W. SICK, Deputy.

I hereby approve the form of the foregoing Contract, this 20th day of August, 1937.

D.L.AULT, City Attorney

By J.H.MCKINNEY, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract for Ocean Beach Lighting District No. 1. Being Document No. 304210.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By Helen M. Willis Deputy.

LEASE

THIS INDENTURE OF LEASE, made in duplicate this 23rd day of August, 1937, by and between EARL S. LOVETT and MARY FLETCHER, parties of the first part, hereinafter called "Lessors," and THE CITY OF SAN DIEGO, a municipal corporation, party of the second part, hereinafter called "Lessee," WITNESSETH:

THAT WHEREAS, the parties of the first part are the owners of that certain building at the northeast corner of Ninth Avenue and E Street, in The City of San Diego, County of San Diego, State of California, located on Lot "F" in Block 48 of Horton's Addition in The City of San Diego, and that the Lessee is desirous of leasing from the said Lessors those parts or portions of said building now occupied by the San Diego Public Library, as hereinafter more particularly described;

NOW, THEREFORE, the said Lessors do hereby demise and let unto the said Lessee, and the said Lessee does hereby rent and take from the said Lessors, all of that space now occupied by the San Diego Public Library, on the first and second floors and three (3) rooms on the third floor of said building at the northeast corner of Ninth Avenue and E Street, located on Lot "F" in Block 48 of Horton's Addition, in The City of San Diego, California.

TO HAVE AND TO HOLD the said premises for the period of three (3) years commencing on the 1st day of September, 1937, up to and including the 31st day of August, 1940, at a rental of five hundred fifty dollars (\$550.00) per month, payable in advance on the first day of each and every month during said term: PROVIDED, however, that if the second party so desires, at its option, by giving ninety days' written notice it may take over the rooms and space now occupied by the Civil Service Department of the City of San Diego, at an additional rental of fifty dollars (\$50.00) per month for each and every month after the said Lessee shall have exercised its option to occupy the said rooms now occupied by the Civil

Service Department; the said rental of fifty dollars (\$50.00) per month to be payable in advance on the first day of each and every month during the period for which said option is exercised, not to extend, however, beyond the 31st day of August, 1940.

It is further understood and agreed that said Lessee shall have the option to lease said premises for an additional period of two (2) years from and after the termination of said three (3) year period; the rental for said two (2) year period to be mutually adjusted between said parties. That in the event the said rentals for said two (2) year period cannot be adjusted between the parties hereto, the same shall be determined by a board of arbitration; the said Lessors shall select one arbitrator, the Lessee one arbitrator, and the third arbitrator to be selected by the two so chosen; and that their determination on the rental for said two (2) year period shall be final and binding upon both parties to this agreement.

It is further understood and agreed that the Lessee will pay for all gas, electricity and water used upon said premises by the said City, and will not permit any liens or encumbrances of any nature to become attached to the premises occupied by the Library as the result of its failure to pay and liquidate any and all bills contracted by the Lessee.

It is further understood and agreed that said premises, or any part thereof, shall not be assigned, let or underlet, or used or permitted to be used for any purpose other than a public library, and purposes connected therewith, without the written consent of the Lessors first obtained and endorsed hereon; and if so assigned, let or underlet, used or permitted to be used without such written consent, the Lessors may re-enter and re-let the premises, and this lease, by such unauthorized act, shall become void if the Lessors shall so determine and elect.

It is further understood and agreed that the Lessee shall be permitted to remove from said premises upon the termination of this lease all fixtures, equipment and other property placed therein by the Lessee; provided, however, that said premises and said building shall be left in as good condition as the same were in at the beginning of the lease, reasonable use and wear thereof and damage by the elements excepted.

If the building or above described premises shall be destroyed by fire or other cause, or be so damaged thereby that they become untenable, and are not rendered tenantable by the Lessors within ninety (90) days from the date of injury, this lease may be terminated by either party. That in case the premises are so damaged as not to require a termination of this lease, as above provided, the Lessee shall not be required to pay the rent herein specified during the time that the premises are unfit for occupancy; provided, however, that in no event shall the Lessors be required to repair damage to fixtures, equipment and other property placed therein by the Lessee, and removable by said Lessee, as herein provided.

That the Lessee shall not keep or permit to be kept by any one on the demised premises, any article which the insurance companies may deem extra hazardous, or which increases the rate of insurance.

Time is of the essence of this lease, and unless the conditions to be performed on the part of the Lessee are kept and performed in the manner and at the times herein provided, the said Lessors may terminate this lease, and retake and repossess said premises. Upon the performance of the conditions, as herein provided, by the Lessee, it shall have the quiet and peaceable possession of said premises.

That the upper floor, or any part thereof, of said premises, shall not be used for a purpose which will disturb the occupants of said premises under this lease.

IN WITNESS WHEREOF, the Lessors have hereunto subscribed their names, and the City Manager of the City of San Diego has hereunto subscribed his name, as and for the act of said City, pursuant to a resolution authorizing such execution, the day and year first hereinabove written.

EARL S. LOVETT
MARY FLETCHER
Lessors.

THE CITY OF SAN DIEGO
Lessee.
By R.W. FLACK
City Manager.

I hereby approve the form of the foregoing Lease, this 19th day of August, 1937.
D.L. AULT, City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Earl S. Lovett & Mary Fletcher covering Library Annex Building. Being Document No. 304250.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California

By Helen M. Wilhig Deputy.

A G R E E M E N T

WHEREAS, Geo. L. Hawkins are, is the owner of Lot 23 & 24 Block 196, Subdivision Univ. Ave. Heights, and

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the Ordinances of the City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 8-23 day of 1937, by GEO. L. HAWKINS that I will, for and in consideration of the permission granted me to remove 36 feet of curbing on Florida & University Street adjacent to the above described property, bind myself to, and I hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

I further agree I that this agreement shall be binding on myself, my heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

GEO. L. HAWKINS
Owner's Name
4984 - 34 St.
Address.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 23 day of Aug., A.D. Nineteen Hundred and thirty-seven, before me, H.M.ROYLE, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared GEO. L. HAWKINS known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)
My Commission Expires,
October 8, 1939.

H.M.ROYLE
Notary Public in and for the County of San Diego,
State of California.

RECORDED AUG 27 1937 2 Min. past 9 A.M. In Book 690 At Page 107 of Official Records, San Diego Co., Cal. Recorded At Request of City of San Diego.

O.M.SWOPE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.
M. VOGT

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement between Geo. L. Hawkins and the City of San Diego, California. Being Document No. 304249.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California

By Helene M. Welby Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, That we, BARTH FOUNDRY & MACHINE COMPANY, LTD., as Principal, and MARYLAND CASUALTY COMPANY a corporation organized and existing under and by virtue of the laws of Maryland, as surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of TWO THOUSAND TWO HUNDRED FORTY-SIX DOLLARS (\$2246.00), lawful money of the United States, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said principal and surety hereby bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

Signed by us, and dated this 24th day of August, 1937.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 24th day of August, 1937, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City;

70 - Lighting posts for installation on El Cajon Boulevard, between Texas Street and Euclid Avenue, in the City of San Diego; in accordance with the drawing and specifications on file in the office of the City Clerk of said City under Document No. 303801.

Delivery f.o.b. San Diego, El Cajon Boulevard, between Texas Street and Euclid Avenue.

NOW, THEREFORE, if the said principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the said principal and surety have caused this instrument to be executed, and their corporate names and seals to be hereunto attached, by their proper officers, thereunto duly authorized, the day and year first hereinabove written.

(SEAL) ATTEST:
E.F.KENNER, Vice Pres.

BARTH FOUNDRY & MANCHINE COMPANY, LTD. Principal
By W.E.BARTH, President

(SEAL) ATTEST:

MARYLAND CASUALTY COMPANY, Surety
By F.F.EDELEN, Attorney-in-fact.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 24th day of August, 1937, before me, C.T.NEILL, a Notary Public, in and for the County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared F. F. Edelen known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of Maryland Casualty Company, the corporation that executed the within instrument, and acknowledged to me that he subscribed the name of MARYLAND CASUALTY COMPANY thereto as principal and his own name as attorney in fact. I further certify that said instrument was executed by said F. F. Edelen as attorney in fact of MARYLAND CASUALTY COMPANY in my presence, and that his signature thereto is genuine.

WITNESS my hand and seal the day and year in this certificate first above written.

(SEAL)
My Commission Expires,
Jan. 9, 1941.

C.T.NEILL
Notary Public in and for said County and State.

I HEREBY APPROVE the form of the foregoing bond this 25th day of August, 1937.

D.L.AULT, City Attorney
By H.B.DANIEL, Deputy City Attorney.

I HEREBY APPROVE the foregoing bond this 25 day of August, 1937.

R.W.FLACK, City Manager.

C O N T R A C T

THIS AGREEMENT, made and entered into this 24 day of August, 1937, between THE CITY OF SAN DIEGO, a municipal corporation, in the County of San Diego, State of California, acting by and through the City Manager of said City, party of the first part, hereinafter sometimes designated as the City, and the BARTH FOUNDRY & MACHINE COMPANY, LTD., party of the second part, hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City: 70 - Lighting Posts for installation on El Cajon Boulevard, between Texas Street and Euclid Avenue, in the City of San Diego, in accordance with the drawing and specifications on file in the office of the City Clerk of said City under Document No. 303801; and as detailed in the drawing filed with and forming a part of the contractor's bid.

Delivery f.o.b. San Diego, El Cajon Boulevard, between Texas Street and Euclid Avenue.

Contractor agrees to commence delivery of said material within thirty days from and after the execution of this contract and to complete delivery within ninety days thereafter.

Said contractor further agrees to furnish and deliver said material hereinabove described at and for the price of Eight Thousand Nine Hundred Eighty-one Dollars (\$8981.00). Said price includes the California Sales Tax.

The contractor further covenants and agrees that it will indemnify and save harmless the City for and from all loss, damage, claims, suits, recoveries or judgments which may arise or may be made, had, brought or recovered by reason of or on account of any of the materials, design, tools, implements, machinery, fixtures or anything embraced, employed or used in or about the work covered by this contract by infringements of or being claimed to be infringements of letters patent issued by the United States or any foreign country; and that the contractor will defend any and all such actions arising from the same and pay counsel fees and expenses of all kinds whatsoever in connection therewith; and, further, in the event of any injunctions or legal actions to stop said work the City shall have the privilege of substituting such other articles of like kind in order to enable it to complete the installation of lighting posts on El Cajon Boulevard, between Texas Street and Euclid Avenue, as contemplated in this contract, and all costs and expenses occasioned thereby shall be borne by the contractor.

Said City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of said contractor undertaken by it to be performed, and the acceptance of said material by the City Manager of said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of Eight Thousand Nine Hundred Eighty-One Dollars (\$8981.00), as follows:

Upon complete delivery of said material, and the acceptance of the same by the City Manager of said City, ninety per cent (90%) of the said contract price shall be paid said contractor, and ten per cent (10%) shall not become due and payable until a release shall have been executed and filed as hereinafter provided, and until five (5) days shall have elapsed after the expiration of the period within which liens may be filed under the provisions of Title IV, Part III, of the Code of Civil Procedure of the State of California. When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager of said City; and when a release of all claims against The City of San Diego under or by virtue of the contract shall have been executed by the contractor, and when five (5) days shall have elapsed after the expiration of the period within which liens may be filed, as hereinabove provided, final payment will be made, at such time, and in such manner as provided by law, of any balance due, including the percentage withheld as above stated, or such portion thereof as may be due the contractor.

Said contractor agrees that it will be bound by each and every part of this contract, and furnish and deliver said material as hereinprovided.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of said City shall said City, or any department, board or officer thereof, be liable for any portion of the contract price; also that no extra work shall be performed or material or equipment furnished by said contractor unless authorized and directed by resolution of the Council of the City of San Diego to that effect.

No interest in this agreement shall be transferred by the contractor to any other party, and any such transfer shall cause annulment of this contract, so far as The City of San Diego is concerned. All rights of action, however, for any breach of this contract are reserved to said City.

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of the City of San Diego, pursuant to and under Resolution No. 66375 of the Council authorizing such execution, and the contractor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers the day and year in this agreement first above written.

THE CITY OF SAN DIEGO,
By R.W.FLACK, City Manager.

BARTH FOUNDRY & MACHINE COMPANY, LTD., Contractor
By W.G.BARTH, President.

(SEAL) ATTEST:
E.F.KENNER, Vice Pres.

I HEREBY APPROVE the form of the foregoing contract, this 25th day of August, 1937.
D.L.AULT, City Attorney
By H.B.DANIEL, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Barth Foundry & Machine Co. Ltd. Being Document No. 304261.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California

By Helen M. Willis Deputy.

MEMORANDUM OF AGREEMENT

FOURTH SUPPLEMENTAL MEMORANDUM OF AGREEMENT entered into by and between the City of San Diego, hereinafter referred to as the City, and the Department of Public Works of the State of California acting by and through the Director of Public Works, hereinafter referred to as the Department.

WITNESSETH, THAT, WHEREAS, a Third Supplemental Memorandum of Agreement for expenditure of the funds allocated under the provisions of Section 203 of the Streets and Highways Code upon State Highways, was executed by the City September 29, 1936, and by the Department October 9, 1936, providing for the work hereinafter described as Projects 11 to 19 inclusive; and

WHEREAS, the City now desires that said Agreement be amended as hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by each as hereinafter set forth, the City and the Department do hereby mutually agree as follows:

ARTICLE I. PROJECTS.

The projects and estimated expenditures therefor as listed below constitute the work embraced by this Agreement:

Project	Location	Miles	Description	1/4% State Highways	State Highway Fund	1/4% City Streets	City Funds
11	State highway routes described below						
(a)	Work to be done by the City:		General Maintenance until June 30, 1937.	(City Funds)			
	Rt. 2, from junction of Market St. and Pacific Blvd. to south city limits	3.64					
	Route 12	13.07					
	Route 77	0.25					
	Route 200	5.7					
(b)	Work to be done by the Department:		General Maintenance until June 30, 1937	\$25,000.00			
	Rt. 2, from the north city limits to junction of Pacific Highway and Market St.	18.59					
12	Rt. 2: Pacific Blvd. from north city limits to Market St.	18.59			2,940.00		
	Main St. from Sigsbee St. to the southerly city limits		Traffic stripes	150.00			
	Rt. 12: Park Blvd. from A St. to Robinson St.; El Cajon Ave., from Park Blvd. to the east City limits.				2,670.00		
	Rosecrans St. from Lytton St. via Canon St. and Catalina Blvd. to the U.S. Military Reservation	15.2		240.00			
13	El Cajon Ave. Rt. 12, from Texas St. to Euclid St.	2.60	Install drainage system:				
			(a) Surveys and plans		\$4,450.00		
			(b) Construction	52,929.33			
14	El Cajon Ave. Rt. 12, from College Way to the north city limits	1.60	Apply seal coat	3,285.69			
15	Canon St. and Catalina Blvd. Rt. 12, from Akron St. to the U.S. Military Reservation	1.90	Apply seal coat	1,348.30			
16	El Cajon Ave. Rt. 12, from Texas St. to Euclid St.	2.60	Crack sealing	650.00			
			Grade and pave	27,665.26	\$122,639.99	\$162,530.32	
			Purchase electrical conduit	2,237.47			
			Material for light pole bases	500.00			
17	Torrey Pines Mesa Rt. 2:						
	Station 215+72		Install	306.08			
	Station 305+15		Culverts	141.24			
18	Main St. Rt. 2 from Thirty-second St. to Division St.	1.10	Grade and pave:				
			(a) Surveys and plans			2,000.00	\$1,000.00
			(b) Right of way	2,000.00			
			(c) Construction	115,031.06		40,594.04	
19	Main St. Rt. 2, near Thirty-second St.		Widen curve:				
			Survey and plans			500.00	
			Right of way		(cancelled)		
			Construction		(cancelled)		
20	Rt. 2		Establish legal grades	500.00			
			Totals	\$237,594.43	\$127,087.99	\$205,624.36	\$1,000.00

The streets comprising the State highway routes within the City to be maintained until June 30, 1937, are described as follows:

Route 2. From the northerly city limits along the Rose Canyon Road and Pacific Highway (Atlantic Street) to the junction with Market Street, a length of approximately 18.59 miles, to be maintained by the Department.

From the intersection of Market Street and Pacific Highway (Atlantic Street) along Market Street to Twelfth Street, along Twelfth Street from Market Street to National Avenue, along National Avenue from Twelfth Street to Sigsbee Street, along Sigsbee Street from National Avenue to Main Street, and along Main Street from Sigsbee Street to the southerly city limits, a length of approximately 3.64 miles, to be maintained by the City.

Route 12. Beginning at the junction of Pacific Highway (Atlantic Street), Route 2, and Barnett Avenue, thence along Barnett Avenue to Lytton Street, thence along Lytton Street to Rosecrans Street, thence along Rosecrans Street to Canon Street, thence along Canon Street and Catalina Boulevard to the northerly boundary of the United States Military Reservation. Beginning again at the junction of Market Street and Twelfth Street, Route 2, thence along Twelfth Street and Park Boulevard to El Cajon Avenue, thence along El Cajon Avenue to College Way; a total length of approximately 13.07 miles.

Route 77. Fairmont Avenue, from the junction with El Cajon Avenue, Route 12, to the north city limits, a length of approximately 0.25 mile.

Route 200. Broadway, from the junction with Pacific Highway, Route 2, to Thirtieth Street, thence along Thirtieth Street to Federal Boulevard (F Street), thence along Federal Boulevard to Lemon Grove Boulevard, thence along Lemon Grove Boulevard to the east city limits, a length of approximately 5.7 miles after deducting 1.1 miles not within the City but between the termini.

The construction hereinabove provided for in Project 13 is proposed as a State Relief Administration project, the cost of labor to be defrayed from State Relief Administration funds, and the purchase of materials and rental of equipment to be financed from funds provided by this Agreement.

ARTICLE II. MAINTENANCE

The streets comprising the State highway routes within the city limits, as described in Project 11(a) of Article I hereof, will be maintained by or under the direct supervision of the City of San Diego. Maintenance work will be adequate to preserve and keep the roadway, structures, and facilities in the safe and usable condition to which they have been improved or constructed, and provisions will be made for cleaning the streets and the constant making of needed repairs to preserve a smooth surface, and the City hereby agrees that it will furnish sufficient money from other City funds for said purpose.

Maintenance work shall be satisfactory to the Department, and should the Department at any time consider the maintenance of the State highway routes or any portion of any route thereof unsatisfactory and inadequate for the traffic needs and conditions thereon, and if said City does not correct the unsatisfactory conditions after due notice thereof from the Department, the Department may enter upon said State highway routes and maintain said streets with its own forces, and the cost thereof will be defrayed from the 1/4 cent gas tax allocated for expenditure upon State highways within the City.

The street comprising the State highway route within the City, as described in Project 11(b) of Article I hereof, will be maintained by or under the direct supervision of the Department. Maintenance work will be adequate to preserve and keep the roadway, structures, and facilities in the safe and usable condition to which they have been improved or constructed, and provisions will be made for cleaning the street and the constant making of needed repairs to preserve a smooth surface.

Any equipment furnished by the Department for Project 11(b), will be charged at the rental rates established by the Department.

Work on Project 11(b) may be performed by contract or by State forces as may, in the opinion of the Director of Public Works, be for the best interests of the City and the Department.

ARTICLE III. SURVEYS AND PLANS

The Department will make the necessary surveys and plans for the work hereinabove designated under Projects 13(a) and 18(a). The Department will defray the cost of preliminary surveys and plans from funds to be provided by the Department, in addition to the 1/4 cent funds for State highways as hereinabove provided.

ARTICLE IV. RIGHT OF WAY

The right of way for Project 18 will be secured by the City. The cost hereinafter provided for includes the cost of the acquisition of land and interests therein; removing, demolishing, moving, resetting, and altering obstructing buildings, structures, or other improvements; the payment of any and all damages to property arising by reason of the project; court costs; and all other expense necessary or incidental to providing a right of way clear and free of all obstructions or encumbrances.

ARTICLE V. CONSTRUCTION

The City will construct or cause to be constructed under its direct supervision, the improvements designated as Project 13(b) of Article I hereof.

Plans, specifications, and a detailed estimate of cost will be submitted to the Department for approval before the work is advertised for bids, or in case of work approved to be done by day labor, before the work is started. No changes will be made in the plans and specifications without the prior approval of the Department.

Said work shall be done in accordance with the approved plans, specifications, and estimates therefor, and to the satisfaction of the Department. It shall be subject at all times to inspection and approval by the authorized representatives of the Department.

The work on Project 13(b) shall be performed by contract unless the performance thereof by day labor shall be approved by the Department.

Further, no contract will be awarded by the City until the approval of the Department has been obtained. A summary of the bids received will be forwarded promptly to the Department by the City.

Any City-owned equipment used for Projects 13(b) and 18(b) may be charged upon a rental basis to cover depreciation and repairs in case rental rates have been established heretofore by the City; otherwise, allowance for depreciation and repairs may be charged as approved by the Department.

The Department will construct or cause to be constructed by or under its direct supervision, the improvements designated as Projects 12, 13(a), 14, 15, 16, 17, 18(a) and 18(c) of Article I above, in accordance with the plans, specifications and estimates therefor.

Any minor changes in plans and specifications due to unforeseen contingencies or made desirable by conditions developing during the progress of the work, may be made by the Department.

Any equipment furnished by the Department for Projects 12, 13(a), 14, 15, 16, 17, 18(a), and 18(c), will be charged at the rental rates established by the Department.

The work on Projects 12, 13(a), 14, 15, 16, 17, 18(a), and 18(c), may be performed by contract or by State forces as may, in the opinion of the Director of Public Works, be for the best interests of the City and the Department.

ARTICLE VI. FUNDS

Funds to defray the cost of the work described in Article I hereof are available from funds accrued during the biennium ending June 30, 1937, in the amount of \$245,139.41. The amount of \$237,594.43 is programmed to defray the cost of the work listed in Article I hereof.

The biennial revenue and the amounts provided for each project as set forth in Article I are estimated amounts, and the actual revenue and the actual cost of the various projects may differ from estimated amounts. The approved program may be amended by supplemental Agreement. Such supplemental Agreement shall be valid only when executed by the City and the Department.

The Department hereby delegates to the City the expenditure of the funds hereinabove provided to defray the cost of Projects 13(b), 18(b), and 20.

As the work progresses on Projects 13(b), 18(b), and 20, the Director of Public Works will forward warrants to the proper City officials for work already accomplished. Payment will be made upon receipt of detailed statement of expenditures made by the City until the State's obligations as above set forth, after deducting therefrom any expenditures made or to be made by the Department on account of Projects 11(b), 12, 13(a), 14, 15, 16, 17, 18(a) and 18(c), are fully discharged.

The Department will pay the cost of Projects 11(b), 12, 13(a), 14, 15, 16, 17, 18(a) and 18(c), from the funds provided by the State as above set forth.

ARTICLE VII. FINAL REPORTS

The City will furnish reports of expenditures in such detail as required by the Department. The reports will show in full all expenditures from the funds herein provided, as well as expenditures from other City funds.

Within sixty days after the close of the fiscal year ending June 30, the City will prepare and file with the Department a statement of expenditures made during the preceding year for the maintenance of each State highway route as described in Project 11(a) hereof.

Within sixty days after the completion of the work on Projects 13(b), 18(b) and 20 as set forth in Article I hereof, the City will file with the Department a final report of expenditures made for each such project.

The Department will furnish a report of expenditures made from the 1/4 cent gas tax allocated for expenditure upon State highways for the information of the City.

Annually, within sixty days after the close of the fiscal year ending June 30, the Department will prepare and file with the City a statement of expenditures made during the preceding year for the maintenance of each State highway route enumerated in Project 11(b) hereof.

Within sixty days after the completion of the work on Projects 12, 13(a), 14, 15, 16, 17, 18(a) and 18(c) as set forth in Article I hereof, the Department will file with the City a final report of expenditures made for such projects.

ARTICLE VIII. MISCELLANEOUS PROVISIONS

The Department of Public Works hereby delegates to the City such administrative powers, jurisdiction, and authority as are vested by law in the Department to regulate and control the streets constituting the designated State highway routes within the City, except that no U.S. numbered route shield or State route marker shall be installed without the approval of the Department. Further, the Department will not defray the cost of installing such shields or markers from the 1/4 cent allocated for expenditure upon State highways within the City without the approval of the City.

In the event the work of maintaining the State highway routes within the City is being done by the Department, the approval of the Department shall be secured before any encroachment on the surface or any cut, excavations, or openings in the vehicular roadway are permitted. The Department will maintain the State highways from curb line to curb line only. There is hereby delegated to the City the maintenance of the areas between curb lines and right of way lines, except when operations by the Department thereon are being conducted in connection with construction or maintenance work between the curb lines.

It is understood and agreed that neither the State of California, the Director of Public Works, or any officer or employee of the State of California, is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the City under or in connection with any work, authority, or jurisdiction delegated under this Agreement.

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures and official seals, the City on the 3rd day of August, 1937, and the Department on the 6th day of August, 1937.

Approval recommended:
L.V.CAMPBELL,
Engineer of City and
Cooperative Projects.

Approved:
C.C.CARLETON
Chief Attorney

Approved:
J.G.STANDLEY
Principal Assistant Engineer.

CITY OF SAN DIEGO
By R.W.FLACK, City Manager

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS (SEAL)
EARL LEE KELLY
Director of Public Works
By EDWARD G. NERON
Deputy Director.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Fourth Supplemental Memorandum of Agreement for expenditure of 1/4 cent Gas Tax on State Highways. Being Document No. 304334.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California

By Helen M. Willis Deputy.

MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT entered into by and between the City of San Diego, hereinafter referred to as the City, and the Department of Public Works of the State of California acting by and through the Director of Public Works, hereinafter referred to as the Department,

WITNESSETH, THAT, WHEREAS, in accordance with the provisions of Section 203 of the Streets and Highways Code, the Department shall expend or cause to be expended from the State Highway Fund, an amount not less than the net revenue derived from one-quarter cent per gallon tax on motor vehicle fuel on State highways within cities, in the proportion that the total population of each city bears to the total population of all cities in this State;

NOW, THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by each as hereinafter set forth, the City and the Department do hereby mutually agree as follows:

ARTICLE I. PROJECTS

The projects and estimated expenditures therefor as listed below constitute the work embraced by this Agreement:

Project	Location	Description	1/41FundFund	State Highway Fund
21	State highway routes described below:			
(a)	Work by the City:		(City Funds)	
	Route 2 (portion)	General		
	Route 12 (portion)	Maintenance		
	Route 77	July 1, 1937 to		
	Route 200	June 30, 1939.		
(b)	Work by the Department:	General maintenance,		
	Route 2 (portion)	July 1, 1937 to	\$ 22,000.00	
	Route 12 (portion)	June 30, 1939	8,880.00	
22	Pacific Blvd.Rt.2 from Barnett Ave. to La Jolla Junction	Widen pavement 10': Surveys and plans Construction	5,000.00 126,000.00	\$100,000.00
23	Pacific Blvd.,Rt.2,from Harasthy St. to Barnett Ave.	Resurface pavement: Surveys and plans Construction	350.00 14,650.00	
24	Rosecrans Ave.,Rt.12, from Lytton St. to Canyon St.	Grade and pave: Surveys and plans Construction	4,500.00 82,230.00	
Totals			\$263,610.00	\$100,000.00

The State highway routes to be maintained under Project 21 are described as follows:

- (a) Maintenance by the City:
- Route 2. That portion from the intersection of Market Street and Pacific Boulevard, along Market Street to Twelfth Street, along Twelfth Street from Market Street to National Avenue, along National Avenue from Twelfth Street to Sigsbee Street, along Sigsbee Street from National Avenue to Main Street, along Main Street from Sigsbee Street to Thirty-second Street; a length of approximately 3.60 miles.
- Route 12. That portion from the intersection of Pacific Boulevard, Route 2, and Barnett Avenue, along Barnett Avenue to Lytton Street, along Lytton Street from Barnett Avenue to Rosecrans Street, ~~along Rosecrans Street~~, along Rosecrans Street from Lytton Street to Canon Street, along Canon Street and Catalina Boulevard from Rosecrans Street to the northerly boundary of the U.S.Military Reservation. Beginning again at the junction of Market Street and Twelfth Street, Route 2, along Twelfth Street and Park Boulevard to El Cajon Avenue, and along El Cajon Avenue from Park Boulevard to Texas Street and from College Way to 78rd Street (East City Limits); a total length of approximately 10.46 miles.
- Route 77. Fairmont Avenue, from El Cajon Avenue, Route 12, to the north city limits, a length of approximately 0.25 mile.
- Route 200. Broadway, from Pacific Boulevard, Route 2, to Thirtieth Street; along Thirtieth Street from Broadway to Federal Boulevard, along Federal Boulevard from Thirtieth Street to Lemon Grove Boulevard, and along Lemon Grove Boulevard to the east city limits; a length of approximately 5.7 miles.
- (b) Maintenance by the Department:
- Route 2. That portion along Rose Canyon Road and Pacific Boulevard from the northerly city limits to Market Street, a net length of approximately 17.20 miles. Beginning again on Main Street at Thirty-second Street, and along Main Street to the southerly city limits at Division Street, a length of approximately 1.10 miles.
- Route 12. That portion of El Cajon Avenue from Texas Street to College Way, a length of approximately 4.3 miles.

ARTICLE II. MAINTENANCE

General maintenance of the streets comprising the State highway routes within the city limits, as described in Project 21 (a) of Article I hereof, will be performed by or under the direct supervision of the City.

Maintenance work will be adequate to preserve and keep the roadway, structures, and facilities in the safe and usable condition to which they have been improved or constructed, and provisions will be made for cleaning the streets and the constant making of needed repairs to preserve a smooth surface, and the City hereby agrees that it will furnish sufficient money from other City funds for said purpose.

Maintenance work shall be satisfactory to the Department, and should the Department at any time consider the maintenance of the State highway routes or any portion of any route thereof unsatisfactory and inadequate for the traffic needs and conditions thereon, and if said City does not correct the unsatisfactory condition after due notice thereof from the Department, the Department may enter upon said State highway routes and maintain said streets with its own forcés, and the cost thereof will be defrayed from the 1/4 cent gas tax allocated for expenditure upon State highways within the City.

General maintenance of the streets comprising the State highway routes within the City, as described in Project 21 (b) of Article I hereof, will be performed by or under the direct supervision of the Department. Maintenance work will be adequate to preserve and keep the roadway, structures, and facilities in the safe and usable condition to which they have been improved or constructed, and provisions will be made for cleaning the streets and the constant making of needed repairs to preserve a smooth surface.

Any equipment furnished by the Department for Project 21 (b) will be charged at the rental rates established by the Department.

Work on Project 21 (b) may be performed by contract or by State forcés as may, in the opinion of the Director of Public Works, be for the best interests of the City and the Department.

ARTICLE III. SURVEYS AND PLANS

The Department will make the necessary surveys and plans for the work hereinabove designated under Projects 22, 23 and 24. The Department will defray the cost of preliminary surveys and plans from the 1/4 cent gas tax allocated for expenditure upon State highways as hereinabove set forth.

ARTICLE IV. CONSTRUCTION

The Department will construct or cause to be constructed by or under its direct supervision, the improvements designated as Projects 22, 23 and 24 of Article I above in accordance with the plans, specifications, and estimates therefor.

Any minor changes in plans and specifications due to unforeseen contingencies or made desirable by conditions developing during the progress of the work, may be made by the Department.

Any equipment furnished by the Department for Projects 22, 23 and 24, will be charged at the rental rates established by the Department.

The work on Projects 22, 23 and 24 may be performed by contract or by State forces as may, in the opinion of the Director of Public Works, be for the best interests of the City and the Department.

ARTICLE V. FUNDS

Funds to defray the cost of the work described in Article I hereof and payable from funds accruing under the provisions of Section 203 of the Streets and Highways Code, are available as follows:

Accrued and unexpended, 1933-35 biennium	\$ 185.92
Accrued and unexpended, 1935-37 biennium	7,544.98
Estimated to accrue, 1937-39 biennium	255,880.00
Total	\$ 263,610.90

The amount of \$263,610.00 is programmed to defray the cost of the work described in Article I hereof.

The biennial revenue and the amounts provided for each project as set forth in Article I are estimated amounts, and the actual revenue and the actual cost of the various projects may differ from estimated amounts. The approved program may be amended by supplemental Agreement. Such supplemental Agreement shall be valid only when executed by the City and the Department.

The Department hereby delegates to the City the expenditure of the funds hereinabove provided to defray the cost of Project 21 (a).

As the work progresses on Project 21 (a), the Director of Public Works will forward warrants to the proper City officials for work already accomplished. Payment will be made upon receipt of detailed statement of expenditures made by the City until the State's obligations as above set forth, after deducting therefrom any expenditures made or to be made by the Department on account of Projects 21 (b), 22, 23, and 24, are fully discharged; provided that payment in advance of actual apportionment of gas tax revenue by the State Controller shall not exceed the amount estimated to accrue for expenditure within the City during the biennium ending June 30, 1939, as such estimate may be corrected from time to time, less a reasonable proportion to provide for unforeseen decreases in gas tax revenue.

The Department will pay the cost of Projects 21 (b), 22, 23 and 24, from the funds provided by the State as above set forth.

ARTICLE VI. FINAL REPORTS

The City will furnish reports of expenditures in such detail as required by the Department. The reports will show in full all expenditures from the funds herein provided, as well as expenditures from other City funds.

Within sixty days after the close of the fiscal year ending June 30, the City will prepare and file with the Department a statement of expenditures made during the preceding year for the maintenance of each State highway route as described in Project 21 (a) hereof.

The Department will furnish a report of expenditures made from the 1/4 cent gas tax allocated for expenditure upon State highways for the information of the City.

Annually, within sixty days after the close of the fiscal year ending June 30, the Department will prepare and file with the City a statement of expenditures made during the preceding year for the maintenance of each State highway route described in Project 21 (b) hereof.

Within sixty days after the completion of the work on Projects 22, 23 and 24, as set forth in Article I hereof, the Department will file with the City a final report of expenditures made for each such project.

ARTICLE VII. MISCELLANEOUS PROVISIONS

The Department of Public Works hereby delegates to the City such administrative powers, jurisdiction, and authority as are vested by law in the Department to regulate and control the streets constituting the designated State highway routes within the City, except that no U.S. numbered route shield or State route marker shall be installed without the approval of the Department. Further, the Department will not defray the cost of installing such shields or markers from the 1/4 cent allocated for expenditure upon State highways within the City without the approval of the City.

In the event the work of maintaining the State highway routes within the City is being done by the Department, the approval of the Department shall be secured before any encroachment on the surface or any cut, excavations, or openings in the vehicular roadway are permitted. The Department will maintain the State highways from curb line to curb line only. There is hereby delegated to the City the maintenance of the areas between curb lines and right of way lines, except when operations by the Department thereon are being conducted in connection with construction or maintenance work between the curb lines.

It is understood and agreed that neither the State of California, the Director of Public Works, or any officer or employee of the State of California, is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the City under or in connection with any work, authority, or jurisdiction delegated under this Agreement.

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures and official seals, the City on the 3rd day of August, 1937, and the Department on the 12th day of August, 1937.

CITY OF SAN DIEGO
By R.W.FLACK, City Manager.

Approval recommended:
L.V.CAMPBELL
Engineer of City and
Cooperative Projects.

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS
EARL LEE KELLY
DIRECTOR OF PUBLIC WORKS
By EDWARD G. NERON,
Deputy Director

Approved;
C.C.CARLETON,
Chief Attorney

Approved:
G.McCLEARY
Assistant State
Highway Engineer.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Memorandum of Agreement for Expenditure of 1/4 Cent Gas Tax on State Highways. Being Document No. 304335.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California

By Helen M. Wallig Deputy.

B O N D

U.S.G.CO.Bond # 1124660.

KNOW ALL MEN BY THESE PRESENTS, That we, UNITED STATES PIPE AND FOUNDRY COMPANY, as Principal, and UNITED STATES GUARANTEE COMPANY, a Corporation organized and existing under the laws of the State of New York, a corporation organized and existing under and by virtue of the laws of New York, as surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of NINE HUNDRED FORTY-FIVE DOLLARS (\$945.00), lawful money of the United States, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said principal and surety hereby bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

Signed by us, and dated this 25th day of August, 1937,
THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 25th day of August, 1937, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City:

2200 feet 10" Class 150 B&S super-deLavaud centrifugal cast iron pipe; and
300 feet 8" ditto,
in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 303798.

NOW, THEREFORE, if the said principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the said principal and surety have caused this instrument to be executed, and their corporate names and seals to be hereunto attached, by their proper officers, thereunto duly authorized, the day and year first hereinabove written.

UNITED STATES PIPE AND FOUNDRY COMPANY, Principal.
By D.B.STOKES, V.P.

(SEAL) ATTEST:
CHAS R. RANTH, Secretary.

UNITED STATES GUARANTEE COMPANY, Surety.
By CELIA R. PETAR, Attorney-in-Fact.
By A.O.FISKE, Attorney-in-Fact.

(SEAL)

STATE OF CALIFORNIA,)
CITY AND COUNTY OF,) ss
SAN FRANCISCO,)

On this 25 day of August, in the year nineteen hundred and 1937, A.D., before me, Irene Murphy, a Notary Public in and for the said City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared Celia R. Petar and A.O.Fiske, known to me to be the Attorneys in Fact of the Corporation which executed the within and annexed instrument, and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in said city and county the day and year in this certificate first above written.

IRENE MURPHY
Notary Public in and for the City and County of
San Francisco, State of California.

(SEAL)
My Commission expires,
March 10, 1938.

I HEREBY APPROVE the form of the foregoing bond this 1st day of September, 1937.
D.L.AULT, City Attorney
By H.B.DANIEL, Deputy City Attorney.

I HEREBY APPROVE the foregoing bond this ___ day of ___, 1937.
R.W.FLACK, City Manager.

C O N T R A C T

THIS AGREEMENT, made and entered into this 25th day of August, 1937, between THE CITY OF SAN DIEGO, a municipal corporation, in the County of San Diego, State of California, acting by and through the City Manager of said City, party of the first part, hereinafter sometimes designated as the City, and the UNITED STATES PIPE AND FOUNDRY COMPANY, party of the second part, hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City; and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City:

2200 feet 10" Class 150 B&S Super-deLavaud centrifugal cast iron pipe; and
300 feet 8" Class 150 B&S Super-deLavaud centrifugal cast iron pipe,
in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 303798. Delivery f.o.b. stockpile or tranchside, San Diego, California, forty-five days from and after the date of execution of this contract.

Said contractor further agrees to furnish and deliver said material hereinabove described at and for the price of Three Thousand Seven Hundred Seventy-seven Dollars (\$3777.00). Said price includes the California Sales Tax.

Said City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of said contractor undertaken by it to be performed, and the acceptance of said material by the City Manager of said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of Three Thousand Seven Hundred Seventy-seven Dollars (\$3777.00), as follows:

Upon delivery of said material, and the acceptance of the same by the City Manager of said City, ninety per cent (90%) of the said contract price shall be paid said contractor, and ten per cent (10%) shall not become due and payable until a release shall have been executed and filed as hereinafter provided, and until five (5) days shall have elapsed after the expiration of the period within which liens may be filed under the provisions of Title IV, Part III, of the Code of Civil Procedure of the State of California. When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager of said City, and when a release of all claims against The City of San Diego under or by virtue of the contract shall have been executed by the constructor, and when five (5)

days shall have elapsed after the expiration of the period within which liens may be filed, as hereinabove provided, final payment will be made, at such time, and in such manner as provided by law, of any balance due, including the percentage withheld as above stated, or such portion thereof as may be due the contractor.

Said contractor agrees that it will be bound by each and every part of this contract, and furnish and deliver said material as herein provided.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of said City shall said City, or any department, board or officer thereof, be liable for any portion of the contract price; also that no extra work shall be performed or material or equipment furnished by said contractor unless authorized and directed by resolution of the Council of the City of San Diego to that effect.

No interest in this agreement shall be transferred by the contractor to any other party, and any such transfer shall cause annulment of this contract, so far as The City of San Diego is concerned. All rights of action, however, for any breach of this contract are reserved to said City.

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of the City of San Diego, pursuant to and under Resolution No. 66370 of the Council authorizing such execution, and the contractor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers the day and year in this agreement first above written.

THE CITY OF SAN DIEGO,
By R.W.FLACK, City Manager

UNITED STATES PIPE AND FOUNDRY COMPANY, Contractor
By D.B.STOKES, V.P.

(SEAL) ATTEST:
CHAS. R. RAUTH, Secretary.

I HEREBY APPROVE the form of the foregoing contract, this 1st day of Sept. 1937.
D.L.AULT, City Attorney
By H.B.DANIEL, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with United States Pipe & Foundry Co. Being Document No. 304387.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California

By Helen M. Walling Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, HERMAN GOLDBERGER, an individual doing business under the firm name and style of Herman Goldberger Agency, as Principal, and AMERICAN SURETY COMPANY OF NEW YORK, a corporation organized and existing under and by virtue of the laws of the State of New York, as surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of THREE HUNDRED THIRTY-NINE DOLLARS (\$339.00), lawful money of the United States, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said principal hereby binds himself, his heirs, executors, administrators and assigns, and the said surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 24th day of August, 1937.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 23rd day of August, 1937, entered into the annexed contract with the said City of San Diego, to furnish and deliver to said City:

Magazines and newspaper subscriptions for the period beginning September 1, 1937 and ending August 31, 1938, all in accordance with said contract and with the specifications referred to in said contract.

NOW, THEREFORE, if the said principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the said principal has hereunto subscribed his name, and the said surety has caused this instrument to be executed, and its corporate name and seal to be hereunto attached, by its proper officers, thereunto duly authorized, this 24th day of August, 1937.

HERMAN GOLDBERGER
Doing business under the firm name and style
of Herman Goldberger Agency.
Principal.

AMERICAN SURETY COMPANY OF NEW YORK, Surety
By A.M.WOLD, Resident Vice President.

(SEAL) ATTEST:
I. TAYLOR, Resident Assistant Secretary,

STATE OF CALIFORNIA,)
COUNTY OF LOS ANGELES,) ss

On this 24th day of August, A.D. 1937, before me, Howard McCulloch, a Notary Public in and for Los Angeles County, State of California, residing therein, duly commissioned and sworn, personally appeared A.M. Wold personally known to me to be the Resident Vice-President and I. Taylor personally known to me to be the Resident Assistant Secretary of the AMERICAN SURETY COMPANY OF NEW YORK, the Corporation described in and that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

HOWARD MCCULLOCH
Notary Public in and for the County of Los Angeles,
State of California.

(SEAL)
My Commission Expires,
Oct. 21, 1940.

I hereby approve the form of the within Bond this 31st day of August, 1937.
D.L.AULT, City Attorney
By J.H.MCKINNEY, Deputy.

I hereby approve the within Bond this 31st day of August, 1937.
R.W.FLACK, City Manager.

C O N T R A C T

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 23rd day of August, 1937; by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the Party of the First Part, and hereinafter sometimes designated as the "City", and HERMAN GOLDBERGER, an individual doing business under the firm name and style of Herman Goldberger Agency, Party of the Second Part, and hereinafter sometimes designated as the "Contractor", WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said Contractor by said City, in manner and form as hereinafter provided, said Contractor hereby covenants and agrees to and with said City to furnish and deliver to said City:

Magazine and newspaper subscriptions for the period beginning September 1, 1937 and ending August 31, 1938, all in accordance with the specifications therefor contained in Document No. 303587, on file in the office of the City Clerk of said City, which said document is by reference hereto made a part of this contract as fully as though written out and incorporated into the body hereof.

Said Contractor hereby agrees to furnish and deliver said magazines and newspapers hereinabove described at and for the price of One Thousand Three Hundred Fifty-five and 90/100 Dollars (\$1355.90).

Said City, in consideration of the faithful performance by said Contractor of each, every and all of the covenants and agreements on the part of said Contractor undertaken by him to be performed, and the acceptance by the City as herein provided, will pay said Contractor, in warrants drawn upon the proper fund of said City, the sum of One Thousand Three Hundred Fifty-five and 90/100 Dollars (\$1355.90) as follows:

Upon receipt of such evidence of subscriptions by the City Librarian, and acceptance of receipts of all subscriptions by the City Manager, The City of San Diego will pay the Contractor ninety per cent (90%) of the amount of the contract price. When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager of said City, and when a release of all claims against The City of San Diego under or by virtue of the contract shall have been executed by the Contractor, and when five (5) days shall have elapsed after the expiration of the period within which liens may be filed, as hereinabove provided, final payment will be made, at such time, and in such manner as provided by law, of any balance due, including the percentage withheld as above stated, or such portion thereof as may be due the Contractor.

Said Contractor agrees that he will be bound by each and every part of this contract, and furnish and deliver said subscriptions of newspapers and magazines as herein provided.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of said City, shall said City, or any department, board or officer thereof, be liable for any portion of the contract price; also, that no extra work shall be done or material furnished by said Contractor unless authorized and directed by resolution of the Council of the City of San Diego to that effect.

No interest in this agreement shall be transferred by the Contractor to any other party, and any such transfer shall cause annulment of this contract so far as The City of San Diego is concerned. All rights of action, however, for any breach of this contract are reserved to said City.

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through the City Manager of said City, under and pursuant to Resolution No. 66305 of the Council authorizing such execution, and the said Contractor has hereunto subscribed his name the day and year in this agreement first above written.

THE CITY OF SAN DIEGO
By R.W. FLACK, City Manager

HERMAN GOLDBERGER
An individual doing business under
the firm name and style of Herman
Goldberger Agency.

I hereby approve the form of the foregoing Contract this 31st day of August, 1937
D.L. AULT, City Attorney
By J.H. McKINNEY, Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Herman Goldberger for Magazines etc for Library. Being Document No. 304388.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By Helen M. Wilby Deputy.

L E A S E

THIS INDENTURE, made in duplicate, this 1st day of September, 1937, between M. TREPTE, hereinafter called the Lessor, party of the first part, and THE CITY OF SAN DIEGO, a municipal corporation, hereinafter called the Lessee, party of the second part, WITNESSETH:

That the party of the first part, as Lessor, does hereby demise and let unto the party of the second part as Lessee, and the party of the second part does hereby rent and take, as Lessee, those certain premises in the City of San Diego, County of San Diego, State of California, particularly described as follows:

That certain building occupying Lot J and the South half of Lot K, Block 91, Horton's Addition to the City of San Diego, now occupied by the Police Garage, now known and numbered as 652 Second Avenue;; for the term of one (1) year commencing on the 1st day of September, 1937, and ending on the 31st day of August, 1938.

Yielding and paying therefor during the term thereof the sum of One Thousand Three Hundred Twenty Dollars (\$1320.00), lawful money of the United States of America, payable in advance on the first day of each and every month during said term, in sums or payments as follows: One Hundred Ten Dollars (\$110.00) per month.

PROVIDED, that this lease shall, at the option of said Lessee, be extended for an additional period of one year from said first day of September, 1938, upon such terms and conditions as may be mutually agreed upon; provided, further, that the Lessee, in the event that it shall desire to exercise said option for an additional one-year term, shall give to the Lessor a written notice thereof not less than ninety (90) days prior to the expiration of the term of this lease.

It is expressly understood and agreed by and between the parties hereto that this lease is upon the following conditions and covenants, all of which the Lessee, its legal representatives and assigns hereby covenant and agree to and with the Lessor, his representatives and assigns, fully to observe, keep and perform:

1. Said premises shall be used by the said Lessee for the purposes of a Police Garage.

2. Said premises or any part thereof shall not be assigned, let or underlet, or used or permitted to be used for any purpose other than a Police Garage and purposes connected therewith, without the written consent of the Lessor first obtained and endorsed hereon; and if so assigned, let or underlet, used or permitted to be used without such written consent, the Lessor may re-enter and re-let the premises; and this lease, by such unauthorized act, shall become void if the Lessor shall so determine and elect.

3. It is understood and agreed that the Lessee accepts the premises in the condition that the same now are, but that the Lessee shall be permitted to install and remove any fixtures and make any alterations or improvements upon said premises that may be necessary for the purposes for which said premises are leased; and that any fixture, equipment or partitions installed by the Lessee shall not become the property of the Lessor, and that the Lessee shall, upon the termination of this lease and the surrender of said premises, be permitted to remove the same. As a condition of this right to remove any such fixtures or partitions, the Lessee shall repair any damage caused by such removal and restore said premises to the condition they were in at the time of installation of such fixtures or partitions. And that the Lessee shall, at the termination of this lease, surrender the premises to the Lessor in as good condition as reasonable and proper use thereof will permit, damage by the elements alone excepted.

4. If the building or above-described premises shall be destroyed by fire or other cause, or be so damaged thereby that they become untenable, and are not rendered tenantable by the Lessor within sixty (60) days from the date of injury, this lease may be terminated by either party; that in case the premises are so damaged as not to require a termination of this lease, as above provided, the Lessee shall not be required to pay the rent herein specified during the time that the premises are unfit for occupancy; PROVIDED, HOWEVER, that if the damage to said premises shall be wholly or chiefly confined to the fixtures or partitions installed therein, the Lessee shall not be relieved from payment of rent; PROVIDED, further, that in no event shall the Lessor be required to repair damage to fixtures or partitions installed in said premises and removable by said Lessee, as herein provided.

5. That if the rent shall be due and unpaid for a period of thirty (30) days after the same shall become due, and payable, this lease shall, at the option of the Lessor, become null and void.

6. That the Lessee shall not keep or permit to be kept by anyone on the demised premises, any article which the insurance companies may deem extra hazardous or which increases the rate of insurance.

7. That the Lessor shall at his own charge and expense keep the walls, roof and exterior portions of said premises in good repair, but that said Lessor shall not be required to make any repairs to or alterations in the interior of said premises. Said Lessee shall at its own cost and expense maintain and repair the interior portions thereof.

8. That in case of the violation by the Lessee of any of the terms and conditions of this lease, the Lessor may terminate this lease upon notice and take possession of the premises.

9. That the said Lessee shall pay for all the water used by it upon said premises.

IN WITNESS WHEREOF, the Lessor has hereunto set his hand, and the Lessee, The City of San Diego, acting by and through the City ~~the City~~ Manager of said City, under and pursuant to Resolution No. 66418 of the Council, authorizing such execution, has caused this instrument to be executed the day and year in this agreement first above written.

M. TREPTE, Lessor

THE CITY OF SAN DIEGO, Lessee
By R.W.FLACK, City Manager.

I HEREBY APPROVE the form of the foregoing Lease this 1st day of September, 1937.

D.L.AULT, City Attorney

By J.H.MCKINNEY, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with M. Trepte for Police Garage. Being Document No. 304389.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By Helen M. Willy Deputy.

A G R E E M E N T

WHEREAS, E.W.Gaul is the owner of Lot 10 Block 4 Subdivision West End and, WHEREAS, the provisions of Ordinance No. 837 (New Series) of the Ordinances of the City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 1st day of September, 1937, by E.W.Gaul that he will, for and in consideration of the permission granted him to remove 50 feet of curbing on Utah St. street adjacent to the above described property, bind myself to, and hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of the City of San Diego.

He further agrees that this agreement shall be binding on him, his heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

E.W.GAUL
Owner's Name
3641 Bancroft St.
Address

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 1st day of September, A.D. Nineteen Hundred and thirty-seven, before me, Max Gundry a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared E.W.Gaul known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San DIEGO, County of San Diego, State of California, the day and year in this certificate first above written.

MAX GUNDRY

Notary Public in and for the County of San Diego,
State of California.

(SEAL)
My Commission Expires,
July 13, 1941.

RECORDED SEP 10 1937 44 Min. past 3 P.M. In Book 695 At Page 115 of Official
Records, San Diego Co., Cal. Recorded At Request of City of San Diego.

O.M.SWOPE, County Recorder

By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.

M.E.BAIRD, #9

Copyist County Recorder's Office, S.D.County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement of E.W.Gaul to the City of San Diego, California. Being Document No. 304394.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California

By Helen M. Welles Deputy.

UNDERTAKING FOR STREET LIGHTING

MISSION BEACH LIGHTING DISTRICT NO. 2.

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, A MUNICIPAL corporation in the County of San Diego, State of California, in the sum of THREE HUNDRED THIRTY-THREE DOLLARS (\$333.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 1st day of September, 1937.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into contract with said The City of San Diego, under and pursuant to Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), to do all work upon MISSION BOULEVARD, between the southerly extremity of said Mission Boulevard and the southerly line of San Fernando Place, in Mission Beach, in the City of San Diego, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, Principal

By W.F.RABER, President

(SEAL) ATTEST:
J.A.CANNON, Secretary.

THE AETNA CASUALTY AND SURETY COMPANY, Surety

By PAUL WOLCOTT, Resident Vice-President

(SEAL) ATTEST:
F.S.BOWERS, Resident Assistant Secretary.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 1st day of September, in the year nineteen hundred thirty-seven before me, Anna Hoffman, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Paul Wolcott, known to me to be the Resident Vice-President and F.S.Bowers, known to me to be the Resident Assistant Secretary of the Aetna Casualty and Surety Company, the corporation which executed the within and annexed instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

ANNA HOFFMAN

Notary Public in and for said San Diego County,
State of California.

(SEAL)

I hereby approve the form of the foregoing Undertaking this 2nd day of September, 1937.

D.L.AULT, City Attorney

By J.H.MCKINNEY, Deputy City Attorney.

I HEREBY CERTIFY that the Council of the City of San Diego did by Resolution No. 66366 passed and adopted on the 17th day of August, 1937, require and fix the sum of \$333.00 as the penal sum of the foregoing Undertaking.

ALLEN H. WRIGHT

City Clerk of the City of San Diego.

By FRED W. SICK

Deputy.

(SEAL)

CONTRACT FOR STREET LIGHTING
MISSION BEACH LIGHTING DISTRICT NO. 2.

THIS AGREEMENT, made and entered into this 7th day of September, 1937, by and between SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Council of the City of San Diego, has been awarded the contract for the work hereinafter mentioned,

NOW, THEREFORE, the respective parties hereto do promise and agree as follows, to-wit:

Said first party, for the consideration hereinafter mentioned, promises and agrees with the said second party, that it will do and perform, or cause to be done and performed, in a good and workmanlike manner, under the supervision of the City Engineer of said City, all of the following work, to-wit: The furnishing of electric current for the lighting of the street lamps on mast arms attached to the poles located in MISSION BOULEVARD, between the southerly extremity of said Mission Boulevard and the southerly line of San Fernando Place, in Mission Beach, in the City of San Diego, California, together with the maintenance of said mast arms, wires and lamps on said Mission Boulevard, between the limits above mentioned. Such furnishing of electric current and such maintenance of appliances shall be for a period of one year from and including August 17, 1937, to-wit, to and including August 16, 1938.

All of said work shall be done strictly in accordance with the plans and specifications contained in the report of the City Engineer of said City, being document entitled: "Engineer's Report and Assessment for Mission Beach Lighting District No. 2", filed May 29, 1937 in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of \$1065.60 in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Mission Beach Lighting District No. 2 Fund."

And said second party agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of \$266.40 in twelve equal monthly installments, drawn upon the Street Light Fund of said City.

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof; that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of One Thousand Sixty-five and 60/100 Dollars (\$1065.60) shall be paid out of any other fund than said special fund designated as "Mission Beach Lighting District No. 2 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), and acts amendatory thereof and supplemental thereto, and that in pursuance of said Act an assessment has been levied for said sum of One Thousand Sixty-five and 60/100 Dollars (\$1065.60).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said Act of the Legislature, will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, other than said sum of Two Hundred Sixty-six and 40/100 Dollars (\$266.40), nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached by its proper officers thereunto duly authorized, and the said second party has caused these presents to be executed by a majority of the members of the Council of said City of San Diego, and attested by the City Clerk of said City, the day and year first hereinabove written.

(SEAL) ATTEST:
J.A.CANNON, Secretary.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
By W.F.RABER, President.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy.

THE CITY OF SAN DIEGO.
By P.J.BENBOUGH
HERBERT E. FISH
ADDISON E. HOUSH
W.C.CRANDALL
RAYMOND M. WANSLEY
BRUCE R. STANNARD
JOHN S. SIEBERT
Members of the Council.

I hereby approve the form of the foregoing Contract, this 2nd day of September, 1937.

D.L.AULT, City Attorney
By J.H.MCKINNEY, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract for Mission Beach Lighting District #2. Being Document No. 304402.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California

By Helen M. Wallis Deputy.

UNDERTAKING FOR STREET LIGHTING
ADAMS AVENUE LIGHTING DISTRICT NO.1.

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of TWO HUNDRED TWENTY-FIVE DOLLARS

(\$225.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 1st day of September, 1937.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into contract with said The City of San Diego, under and pursuant to Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), to do all work upon ADAMS AVENUE, between Boundary Street and 36th Street, in the City of San Diego, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
Principal.

(SEAL) ATTEST:
J.A.CANNON, Secretary.

By W.F.RABER, President

(SEAL) ATTEST:
F.S.BOWERS, Resident Assistant Secretary.

THE AETNA CASUALTY AND SURETY COMPANY, Surety.
By PAUL WOLCOTT, Resident Vice-President.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 1st day of September, in the year nineteen hundred thirty-seven, before me, Anna Hoffman, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Paul Wolcott, known to me to be the Resident Vice-President and F.S.Bowers, known to me to be the Resident Assistant Secretary of the Aetna Casualty and Surety Company, the corporation which executed the within and annexed instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

Not ANNA HOFFMAN
Notary Public in and for said San Diego County,
State of California.

I hereby approve the form of the foregoing Undertaking this 2nd day of September, 1937.

D.L.AULT, City Attorney
By J.H.MCKINNEY, Deputy City Attorney.

I HEREBY CERTIFY that the Council of the City of San Diego did by Resolution No. 66367 passed and adopted on the 17th day of August, 1937, require and fix the sum of \$225.00 as the penal sum of the foregoing Undertaking.

(SEAL)

ALLEN H. WRIGHT
City Clerk of the City of San Diego.
By FRED W. SICK
Deputy.

CONTRACT FOR STREET LIGHTING
ADAMS AVENUE LIGHTING DISTRICT NO.1.

THIS AGREEMENT, made and entered into this 7th day of September, 1937, by and between SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Council of the City of San Diego, has been awarded the contract for the work hereinafter mentioned.

NOW, THEREFORE, the respective parties hereto do promise and agree as follows, to-wit:

Said first party, for the consideration hereinafter mentioned, promises and agrees with the said second party, that it will do and perform, or cause to be done and performed, in a good and workmanlike manner, under the supervision of the City Engineer of said City, all of the following work, to-wit: The furnishing of electric current for the lighting of the ornamental street lights located on ADAMS AVENUE, between Boundary Street and 36th Street, in the City of San Diego, California. Such furnishing of electric current shall be for a period of one year from and including August 28, 1937, to-wit, to and including August 27, 1938.

All of said work shall be done strictly in accordance with the plans and specifications contained in the report of the City Engineer of said City, being document entitled, "Engineer's Report and Assessment for Adams Avenue Lighting District No. 1", filed June 4, 1937, in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of Nine Hundred Dollars (\$900.00) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Adams Avenue Lighting District No. 1 Fund."

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of Nine Hundred Dollars (\$900.00) shall be paid out of any other fund than said special fund designated as "Adams Avenue Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of Chapter 247 of the Statutes of the State of California approved June 6, 1913, (Statutes of 1913, page 421), and acts amendatory thereof and supplemental thereto, and that in pursuance of said Act an assessment has been levied for said sum of Nine Hundred Dollars (\$900.00).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said Act of the Legislature, will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached by its proper officers thereunto duly authorized, and the said second party has caused these presents to be executed by a majority of the members of the Council of said City of San Diego, and attested by the City Clerk of said City, the day and year first hereinabove written.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
By W.F.RABER, President

(SEAL) ATTEST:
J.A.CANNON, Secretary.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy

THE CITY OF SAN DIEGO.
By P.J.BENBOUGH
HERBERT E. FISH
ADDISON E. HOUSH
W. C. CRANDALL
RAYMOND M. WANSLEY
BRUCE R. STANNARD
JOHN S. STEBERT
Members of the Council.

I hereby approve the form of the foregoing Contract, this 2nd day of September, 1937.

D.L.AULT, City Attorney
By J.H.MCKINNEY, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract for Adams Avenue Lighting District #1. Being Document No. 304403.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.

By Helen M. Wilby Deputy.

A G R E E M E N T

THIS AGREEMENT, made and entered into this 7th day of September, 1937, by and between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter referred to as the "City," party of the first part, and WALTER W. COOPER, party of the second part, WITNESSETH:

WHEREAS, by Resolution No. 66477, duly adopted by the Council of the City of San Diego on September 7th, 1937, the City Manager was authorized and directed to enter into a contract on behalf of the City of San Diego with the said Walter W. Cooper, retaining the services of the said Cooper for the fiscal year 1937-38 as public utility statistician and utility rate counsel for the City, and fixed the compensation to be paid therefor; NOW, THEREFORE,

In consideration of the mutual promises, covenants and agreements hereinafter recited, the parties hereto agree together as follows:

The City hereby retains and employs the party of the second part in the capacity of public utility statistician and utility rate counsel for the fiscal year ending June 30, 1938, at a total compensation of five thousand dollars (\$5000.00), payable as follows:

\$1250.00 upon the execution of this agreement; and a like sum on the first day of December, 1937; and on the first day of March, 1938, and on the first day of June, 1938.

The party of the second part agrees that during said period he will render to the City his personal services as a public utility statistician and utility rate counsel, along such lines and in such matters affecting or dealing with public utilities as may be directed by the City Council, the City Attorney, or the City Manager; and that he will make such investigations, written reports and recommendations in all such matters as he may be requested so to do; that he will assist in the preparation and presentation of and testify as an expert witness in all such matters during said period in any and all suits or actions that may be taken by or against the City, including hearings in which the City may be a party or be interested, as he may be requested so to do; and that in and about the performance of such services the party of the second part, during said fiscal year, will devote a total of four (4) months of his time, at such intervals as may be required by the City.

IN WITNESS WHEREOF, this agreement is executed by The City of San Diego, acting by and through the City Manager of said City, under and pursuant to Resolution No. 66477, authorizing such execution, and the party of the second part has hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO,
Party of the First Part.
By R.W.FLACK, City Manager.

WALTER W. COOPER
Party of the Second Part.

I hereby approve the form of the foregoing Agreement this 4th day of September, 1937.

D.L.AULT, City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract for Services of Walter W. Cooper. Being Document No. 304477.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.

By Helen M. Wilby Deputy.

MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT entered into by and between the City of San Diego, hereinafter referred to as the City, and the Department of Public Works of the State of California acting by and through the Director of Public Works, hereinafter referred to as the Department,

WITNESSETH, THAT, WHEREAS, in accordance with the provisions of Section 194 and Section 195 of the Streets and Highways Code, the Department shall expend or cause to be expended within the cities of this State from the State Highway fund, an amount equal to the net revenue derived from one-quarter cent per gallon of tax on motor vehicle fuel, upon Streets of Major Importance other than State highways as are agreed upon by the Department and the legislative body of the City, in the proportion that the total population of

each city bears to the total population of all cities in this State;
NOW, THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by each as hereinafter set forth, the City and the Department do hereby mutually agree as follows:

ARTICLE I. PROJECTS

The projects and estimated expenditures therefor as listed below constitute those items of the budget heretofore submitted by the City which have been, and are hereby, approved by the Department:

Project	Location	Description	Amount
4	University Ave. Extension, a Street of Major Importance, from Front St. to Eagle St.		
	(a) Work by Department	Preliminary Engineering	\$ 600.00
		Construction	25,400.00
		Construction Engineering	2,000.00
	(b) Work by City	Acquisition of Right of Way	2,000.00
5	Washington Avenue Extension, a Street of Major Importance, from 4th St. to Richmond Street		
	(a) Work by Department	Surveys, plans, specifications, tests, investigations, materials, and advertising.	4,000.00
		Construction (partial)	59,740.00
		Construction Engineering, tests, materials, staking and final report	7,000.00
	(b) Work by City	Acquisition of right of way	25,000.00
		Total	\$125,740.00

ARTICLE II. SURVEYS AND PLANS

The Department will make the necessary surveys and plans for the work hereinabove described as Projects 4 (a) and 5 (a). The cost thereof will be defrayed from the funds allocated under the provisions of Section 194 of the Streets and Highways Code.

ARTICLE III. RIGHT OF WAY

The right of way for Projects 4 (b) and 5 (b) will be secured by the City. The cost hereinabove provided for includes the cost of the acquisition of land and interests therein; removing, demolishing, moving, resetting, and altering obstructing buildings, structures, or other improvements; the payment of any and all damages to property arising by reason of the projects; court costs; and all other expense necessary or incidental to providing a right of way clear and free of all obstructions or encumbrances.

ARTICLE IV. Construction

The Department will construct or cause to be constructed by or under its direct supervision, the improvements designated as Projects 4 (a) and 5 (a) of Article I hereof, in accordance with the plans, specifications, and estimates therefor.

Any minor change in plans and specifications due to unforeseen contingencies or made desirable by conditions developing during the progress of the work, may be made by the Department.

Any equipment furnished by the State for Projects 4 (a) or 5 (a) will be charged for at the rental rates established by the Department.

The work on Projects 4 (a) and 5 (a) may be performed by contract or by State forces as may, in the opinion of the Director of Public Works, be for the best interests of the City and the Department.

ARTICLE V. FUNDS

Funds to defray the cost of the work described in Article I hereof and payable from the funds accruing under the provisions of Section 194 of the Streets and Highways Code, are available as follows:

Unbudgeted and accrued during the fiscal year ending June 30, 1937.	\$ 12,456.22
Estimated to accrue during the fiscal year ending June 30, 1938.	125,740.00
Total	\$138,196.22

The amount of \$125,740.00 is budgeted to defray the cost of the projects payable from funds of the 1/4 cent gas tax allocations as listed in Article I.

The annual revenue and the amounts provided for each project as set forth in Article I are estimated amounts. In the event that the actual revenue or the actual cost of the various projects differ from estimated amounts, the approved budget may be amended only by supplemental Agreement.

The amounts hereinabove provided for any project listed in Article I hereof must not be exceeded without first amending the budget by supplemental Agreement.

Supplemental Agreements shall be valid only when executed by the City and the Department.

The Department hereby delegates to the City the expenditure of the funds herein-after provided to defray the cost of Projects 4 (b) and 5 (b).

As the work progresses on Projects 4 (b) and 5 (b), the Director of Public Works will forward warrants to the proper City officials for work already accomplished. Payment will be made upon receipt of detailed statement of expenditures made by the City until the State's obligations as above set forth, after deducting therefrom any expenditures made by the Department on account of Projects 4 (a) and 5 (a), are fully discharged; provided that sufficient funds have accumulated to the credit of the City to meet such obligations.

The Department will pay the cost of Projects 4 (a) and 5 (a) and will charge the amounts to the funds allocated under the provisions of Section 194 of the Streets and Highways Code.

All funds allocated under the provisions of Section 194 of the Streets and Highways Code during the fiscal year ending June 30, 1938, in addition to the amounts herein budgeted for expenditure, will accumulate for future budgeting and expenditure.

ARTICLE VI. FINAL REPORTS

The City will furnish such reports as required by law in such detail as required by the Department. The reports will show in full all expenditures from funds herein provided.

Within sixty days after the completion of the work on Projects 4 (b) and 5 (b) as set forth in Article I hereof, the City will file with the Department a final report of expenditures made for each such project.

Expenditures for right of way shall be segregated by parcels and payment for each parcel analyzed as follows:

- (1) Value of land taken.
- (2) Severance damages less benefits.
- (3) Moving Improvements.
- (4) Damages by change of grade, etc.

Where removing, restoring, or altering improvements is not included in the payment for the land, the expenditures for such items shall be reported for each parcel or ownership. The report shall also show expenditures for salary or right of way agent and miscellaneous expenditures such as title reports, agent's expense account, automobile operation, etc.; these expenditures being analyzed by the four objects:

- (1) Salaries and wages.
- (2) Materials and supplies.
- (3) Service and expense.
- (4) Equipment rental.

The Department will furnish like reports of expenditures made from the 1/4 cent gas tax allocated for expenditure upon Streets of Major Importance for the information of the City.

Within sixty days after the completion of the work on Projects 4 (a) and 5 (a) as set forth in Article I hereof, the Department will file with the City a final report of expenditures made for such projects.

ARTICLE VII. MISCELLANEOUS PROVISIONS

No State officer or employee shall be liable for anything done or omitted to be done by the City in the performance of any work delegated to the City under this Agreement. The City will, in the event any claim is made against any State officer or employee by reason of such work, indemnify and hold harmless such officer or employee from any damage or liability by reason of any such claim.

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures and official seals, the City on the 10th day of August, 1937, and the Department on the 25th day of August, 1937.

CITY OF SAN DIEGO
By R.W.FLACK

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS
EARL LEE KELLY
DIRECTOR OF PUBLIC WORKS
By EDWARD V. NERON
Deputy Director

(SEAL)

Approval recommended:

L.V.CAMPBELL

Engineer of City and
Cooperative Projects

APPROVED:

C.C.CARLETON

Chief Attorney

Approved:

J.S.STANDLEY

Principal Assistant Engineer

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Memorandum of Agreement for expenditure of 1/4 cent gas tax on Streets of Major Importance. Being Document No. 304478.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California

By Alfred M. Willey Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, That we, THE SEAGRAVE CORPORATION, as Principal and GLOBE INDEMNITY COMPANY, NEW YORK, NEW YORK, a corporation organized and existing under and by virtue of the laws of New York, as surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of THREE THOUSAND FOUR HUNDRED EIGHTY-SIX DOLLARS (\$3486.00), lawful money of the United States, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said principal and surety hereby bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

Signed by us, and dated this 2nd day of September, 1937.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 2nd day of September, 1937, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City:

- 1 - Seagrave Model 12J-1, Standard V-12 cylinder triple combination 1250 gallon pumping engine, hose car and 100 gallon water tank, in accordance with specifications filed with and forming a part of the contractor's bid and in accordance with the specifications on file in the office of the City Clerk of said City under Document No. 303895.

NOW, THEREFORE, if the said principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the said principal and surety have caused this instrument to be executed, and their corporate names and seals to be hereunto attached, by their proper officers, thereunto duly authorized, the day and year first hereinabove written.

(SEAL) ATTEST:

LILLIAN FORNOF, Ass't. Secretary.

THE SEAGRAVE CORPORATION, Principal
By H.B.SPAIN, Prest.

(SEAL) ATTEST:

MARJORIE FRESHWATER

GLOBE INDEMNITY COMPANY, Surety
By OTIS HARRIS, Atty-in-Fact.

I HEREBY APPROVE the form of the foregoing bond this 7th day of September, 1937.

D.L.AULT, City Attorney
By H.B.DANIEL, Deputy City Attorney

I HEREBY APPROVE the foregoing bond this 7th day of September, 1937.

R.W.FLACK, City Manager.

C O N T R A C T

THIS AGREEMENT, made and entered into this 2nd day of September, 1937, between THE CITY OF SAN DIEGO, a municipal corporation, in the County of San Diego, State of California, acting by and through the City Manager of said City, party of the first part, hereinafter sometimes designated as the City, and THE SEAGRAVE CORPORATION, party of the second part, hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City:

1 - Seagrave Model 12J-1, Standard V-12 cylinder triple combination 1250 gallon pumping engine, hose car and 100 gallon water tank, in accordance with specifications filed with and forming a part of the contractor's bid and in accordance with the specifications on file in the office of the City Clerk of said City under Document No. 303895.

Contractor agrees to deliver said material and equipment via steamer freight within 120 calendar days from and after the execution of this contract.

Said contractor further agreed to furnish and deliver said material and equipment hereinabove described at and for the price of Thirteen Thousand Nine Hundred Forty-three and 62/100 Dollars (\$13,943.62). Said price includes the California Sales Tax.

Said City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of said contractor undertaken by it to be performed, and the acceptance of said material and equipment by the City Manager of said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of Thirteen Thousand Nine Hundred Forty-three and 62/100 Dollars (\$13,943.62), as follows:

Upon complete delivery of said material and equipment, and the acceptance of the same by the City Manager of said City, ninety per cent (90%) of the said contract price shall be paid said contractor, and ten per cent (10%) shall not become due and payable until a release shall have been executed and filed as hereinafter provided, and until five (5) days shall have elapsed after the expiration of the period within which liens may be filed under the provisions of Title IV, Part III, of the Code of Civil Procedure of the State of California. When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager of said City, and when a release of all claims against The City of San Diego under or by virtue of the contract shall have been executed by the contractor, and when five (5) days shall have elapsed after the expiration of the period within which liens may be filed, as hereinabove provided, final payment will be made, at such time, and in such manner as provided by law, of any balance due, including the percentage withheld as above stated, or such portion thereof as may be due the contractor.

Said contractor agrees that it will be bound by each and every part of this contract, and furnish and deliver said material and equipment as herein provided.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of said City shall said City, or any department, board or officer thereof, be liable for any portion of the contract price; also that no extra work shall be performed or material or equipment furnished by said contractor unless authorized and directed by resolution of the Council of the City of San Diego to that effect.

No interest in this agreement shall be transferred by the contractor to any other party, and any such transfer shall cause annulment of this contract, so far as The City of San Diego is concerned. All rights of action, however, for any breach of this contract are reserved to said City.

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of the City of San Diego, pursuant to and under Resolution No. 66396 of the Council authorizing such execution, and the contractor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers the day and year in this agreement first above written.

THE CITY OF SAN DIEGO,
By R.W.FLACK, City Manager

THE SEAGRAVE CORPORATION, Contractor
By H.B.SPAIN, Prest.

(SEAL) ATTEST:
LILLIAN FORNOF, Ass't. Secretary.

I HEREBY APPROVE the form of the foregoing contract, this 7th day of September, 1937.

D.L.AULT, City Attorney
By H.B.DANIEL, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with the Seagrave Corp. for furnishing one pumping engine. Being Document No. 304481.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.

By Helen M. Wilby Deputy.

A G R E E M E N T

WHEREAS, Henry Lancaster & Ruth Lancaster are, the owners of 4746 Brighton Ave. Ocean Beach, Calif. Lot 13-14 Block 3 Subdivision Ocean Beach Park, and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 30th day of August, 1937, by Henry Lancaster & Ruth Lancaster that will, for and in consideration of the permission granted them to remove 14 feet of curbing on Brighton Ave. Street adjacent to the above described property; bind themselves to, and do hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, and comply therewith at their own expense and with no cost or obligation on the part of the City of San Diego.

We further agree that this agreement shall be binding on Henry & Ruth Lancaster, their heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

HENRY LANCASTER
Owner's Name
Ruth Lancaster
4746 Brighton Ave. O.B.
Address

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 1st day of September, A.D. Nineteen Hundred and thirty-seven, before me, James T. Morris Jr. a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Henry Lancaster and Ruth Lancaster known to me to be the persons described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in _____, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)

My Commission Expires,
March 27, 1941.

JAMES T. MORRIS, JR
Notary Public in and for the County of San Diego,
State of California.

RECORDED SEP 10 1937 41 Min. past 3 P.M. In Book 689 At Page 213 of Official
Records, San Diego Co., Cal. Recorded At Request of City of San Diego.

O.M.SWOPE, County Recorder

By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.

E.BAEPLER

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from Henry Lancaster et ux to the City of San Diego, California. Being Document No. 304488.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California

By Helen M. Willis Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation created and existing under the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of SEVENTEEN THOUSAND SIX HUNDRED TWENTY-THREE DOLLARS (\$17,623.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which well and truly to be made, the said Principal and Surety hereby bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 9th day of September, 1937.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego to furnish all electric current, transformers, lines, switches and other materials and equipment necessary for the furnishing of electric current to the Class A lamp street light circuits, and also to furnish all poles, wires, conduits, lamps, arms and all other appliances, and the electric current for the lighting of the streets, avenues, boulevards, places, drives and ways, in the City of San Diego, California, together with the maintenance of such poles, wires, conduits, lamps and arms and appliances for Class B lamps, for a period of twelve (12) months from and after the 1st day of July, 1937, to wit: to and including the 30th day of June, 1938, for all lights that were installed and burning as of July 1, 1937, for the prices as in said contract specified; the same to be done in strict compliance with the terms and conditions of said contract, and in accordance with the specifications contained in Document No. 304325, on file in the office of the City Clerk of said City, and as shown on the plans on file in the office of the City Engineer of said City, which said documents are by reference thereto incorporated in said contract and made a part thereof; and also to protect and hold harmless the said City against all damages, costs or expenses on account of damage to persons or property, or for the use or infringement of any patents, or upon any account whatever, arising or growing out of the execution of said contract; all as in said contract specifically set forth.

NOW, THEREFORE, if the said principal shall faithfully perform the said contract, then the above obligation to be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, said Principal and Surety have caused this instrument to be executed, and their corporate names and seals to be hereunto affixed by their proper officers thereunto duly authorized, this 9th day of September, 1937.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, Principal.

(SEAL)

By W.F.RABER, President

THE AETNA CASUALTY AND SURETY COMPANY, Surety.

(SEAL) ATTEST:

A.P.MULLER, Resident Assistant Secretary.

By PAUL WOLCOTT, Resident Vice-President

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 9th day of September, in the year nineteen hundred thirty-seven, before me, Frances S. Bowers, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Paul Wolcott, known to me to be the Resident Vice-President and A.P.Muller, known to me to be the Resident Assistant Secretary of the Aetna Casualty and Surety Company, the corporation which executed the within and annexed instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

FRANCES S. BOWERS
Notary Public in and for said San Diego County,
State of California.

I HEREBY APPROVE the form of the foregoing Bond this 11th day of September, 1937.

D.L.AULT, City Attorney

By H.B.DANIEL, Assistant City Attorney.

I HEREBY APPROVE the foregoing Bond this & _____ day of September, 1937.

R.W.FLACK, City Manager.

C O N T R A C T

THIS AGREEMENT, made and entered into at the City of San Diego, County of San Diego, State of California, this 9th day of September, 1937, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, hereinafter sometimes designated as the City, and SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws

of the State of California, the party of the second part, and hereinafter sometimes designated as the Company, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said Company by said City, in manner and form as hereinafter provided, said Company hereby covenants and agrees to and with said City to furnish all electric current, transformers, lines, switches, and other material and equipment necessary for the furnishing of electric current to the Class A lamp street light circuits, and also to furnish all poles, wires, conduits, lamps, arms, and all other appliances and the electric current, together with the maintenance of such poles, wires, conduits, lamps and arms, and appliances for Class B lamps for the lighting of the streets, avenues, boulevards, places, drives and ways in the City of San Diego, California, for a period of twelve (12) months from and after the 1st day of July, 1937, to-wit; to and including the 30th day of June, 1938, for all the lights that were installed and burning as of July 1, 1937, as shown by the plans on file in the office of the City Engineer of said City, and according to the specifications contained in Document No. 304325, on file in the office of the City Clerk of said City, which said Document No. 304325 and said plans are by reference thereto made a part of this agreement as fully as though written out and incorporated into the body hereof.

Said Company hereby agrees that it will be bound by each and every part of said plans and specifications, and do and cause to be done all of said work, as specified in said specifications, as the same may be interpreted by the City Manager of said City, unless an appeal shall be taken to the Council of said City, and in case said Company is dissatisfied with or feels aggrieved by the decision of said Council, then and only in that case may such differences be redressed by the appropriate processes of law.

Said Company agrees to furnish all the electric current, transformers, lines, switches and other materials and equipment necessary for the furnishing of electric current to Class A lamp street lighting circuits in said City, for said period of twelve (12) months from and after the 1st day of July, 1937, to-wit: to and including the 30th day of June, 1938, for the sum of One and 55/100 Dollars (\$1.55) per lamp per month for each 600 candle power lamp burning until midnight; the sum of One and 15/100 Dollars (\$1.15) per lamp per month for each 400 candle power lamp burning until midnight; the sum of Eighty-five Cents (\$0.85) per lamp per month for each 250 candle power lamp burning until midnight; the sum of One and 80/100 Dollars (\$1.80) per lamp per month for each 600 candle power lamp burning all night; the sum of One and 40/100 Dollars (\$1.40) per lamp per month for each 400 candle power lamp burning all night; the sum of One and 05/100 Dollars (\$1.05) per lamp per month for each 250 candle power lamp burning all night; and the sum of Seventy-five cents (\$0.75) per lamp per month for each 100 candle power lamp burning all night; also, to furnish all of said poles, wires, conduits, lamps, arms and other appliances, and said electric current for lighting of said streets, avenues, boulevards, places, drives and ways in said City of San Diego, and maintain such poles, wires, conduits, lamps, arms and appliances for Class B lamps for said period of twelve (12) months from and after the 1st day of July, 1937, to-wit: to and including the 30th day of June, 1938, for the sum of Three and 50/100 Dollars (\$3.50) per lamp per month for each 600 candle power lamp; the sum of Three Dollars (\$3.00) per lamp per month for each 400 candle power lamp; the sum of Two and 50/100 Dollars (\$2.50) per lamp per month for each 250 candle power lamp; and the sum of One and 80/100 Dollars (\$1.80) per lamp per month for each 100 candle power lamp. All of said rates are as set forth in the published schedule of the Railroad Commission of the State of California, a copy of which is filed in the office of the City Clerk of said City, under Document No. 304381-1/2. Said rates shall at all times be subject to such change or modifications by the Railroad Commission of California, as said Commission may from time to time direct in the exercise of its jurisdiction.

And said Company further agrees to install and maintain Class B lights in addition to those now installed, upon notification from the Council so to do, at and for the price of Three and 50/100 Dollars (\$3.50) per lamp per month for each 600 candle power lamp; the price of Three Dollars (\$3.00) per lamp per month for each 400 candle power lamp; the price of Two and 50/100 Dollars (\$2.50) per lamp per month for each 250 candle power lamp; and the price of One and 80/100 Dollars (\$1.80) per lamp per month for each 100 candle power lamp; subject to the aforesaid changes by the said Railroad Commission; the said lights to be installed at the places designated by said Council, and to be in accordance with the specifications contained in said Document No. 304325. Provided, however, that said Company shall not be required by said City to place additional lamps at a distance greater than 650 feet from any series street light circuit serving similar lamps.

It is hereby agreed that any change in the location of lamps from those positions mentioned in the plans filed in the office of the City Engineer of said City shall be made at the expense of The City of San Diego; and it is further agreed that such expense shall be the actual cost to said Company of any required change in location of lamps.

Said Company further agrees to use reasonable diligence in providing a regular and uninterrupted supply of electricity at the lamp terminal, and said Company will rebate to the City any and all sums due said City by reason of the failure, for any cause whatever, of any of said lamps to burn, as required by the provisions of said specifications; and said Company further agrees with said City to repair and relight any Class B lamp which for any cause whatever has ceased to burn within a reasonable time after notification by the City Manager of said City, after said lamp has failed to properly burn.

The City shall have the right at all times to make such measurements of electricity as it may deem proper, for the purpose of ascertaining that the said Company is complying with the specifications contained in said Document No. 304325.

And said City, in consideration of the faithful performance by said Company of each, every and all of the agreements and covenants on the part of said Company undertaken by it to be performed, hereby agrees with said Company to pay it the sums of money for each class of lamps and the candle power thereof as hereinabove set forth; and such additional sums as may be prescribed by said Railroad Commission, for each lamp actually furnishing a light, subject to such rebate as may be made on account of outages. Provided, however, that if the said Railroad Commission shall fix a lower rate for such services, the City shall be required to pay only the said lower rate while the same is in force; and said City will further pay to the said Company at the same rate for any and all other lights that may be established by the Company at the request of the City, in manner and form as above provided. All such payments shall be made monthly in warrants of the said City, duly and properly drawn upon the Arc Light Fund of said City, and upon presentation by the Company of its claims therefor in the proper form.

Said Company further agrees to save said City harmless from any and all claims of laborers, workmen and mechanics for labor done, and from all claims of materialmen for materials or supplies furnished for the performance of said work, in so far as the same relate to Class B lamps only, and to hold said City harmless from all actions for damages arising out of the performance of the work to be done under this contract, and to defend at its own cost any and all such actions, and to secure indemnity insurance, or take such other actions as shall indemnify and hold harmless the said City from any and all claims and liability by reason of the Workmen's Compensation, Insurance and Safety Act of the State of California, in force January 1st, 1914, in so far only as the same relates to Class B lamps.

Said Company further agrees to furnish said City with a certificate of the insurance carrier with whom said Company is carrying a policy of insurance, acknowledging full liability, and covering all employees connected with the work specified in this contract, in so far only as the same relates to Class B lamps, and insuring said Company against loss or liability by reason of the Workmen's Compensation, Insurance and Safety Act of the State of California, in force January 1st, 1914; said certificate of the insurance carrier to bear the date of the expiration of said policy.

It is mutually agreed and understood that said Company shall, and said Company hereby agrees and undertakes to protect and hold harmless the said City from and against any and all damages, cost or expense of whatsoever character, occasioned or growing out of, or in any manner arising from the performance, or attempted performance, of the obligations of this contract undertaken by said Company, in so far only as the same relates to the performance or attempted performance of the obligations as to Class B lamps.

And said Company further agrees and herein undertakes to hold said City harmless from any and all claims for the use or infringement of any patent, or claim of patent, or for any cause whatsoever arising by reason of said City entering into the within contract, in so far only as it relates to Class B lamps; provided, always, however, that said Company shall not be liable, and shall not be held liable, for damages caused by riots, acts of the public enemy, acts of God, or unauthorized state or municipal interference.

It is mutually agreed between the parties hereto that in no case unauthorized by the Charter of the City of San Diego, or the general laws in effect in said City, shall said City, or any department, board or officer thereof, be liable for any portion of said contract price.

IN WITNESS WHEREOF, this contract is executed by a majority of the members of the Council of said City, under and pursuant to a resolution authorizing such execution, and said Company has caused this instrument to be executed, and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized, this 9th day of September, 1937.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By MARK M. FOOTE, JR., Deputy.

THE CITY OF SAN DIEGO
By ADDISON E. HOUSH
W.C. CRANDALL
RAYMOND M. WANSLEY
HERBERT E. FISH
BRUCE R. STANNARD
JOHN S. SIEBERT
Members of the Council.

(SEAL) ATTEST:
P.A. BAILEY, Asst. Secretary.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
By W.F. RABER, President.

I HEREBY APPROVE the form of the foregoing Contract this 3d day of September, 1937.
D.L. AULT, City Attorney
By H.B. DANIEL, Assistant.

CERTIFICATE OF AUDITOR AND COMPTROLLER

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the foregoing contract with the San Diego Consolidated Gas & Electric Company can be incurred without a violation of any of the provisions of the Charter of The City of San Diego; and I do hereby further certify, in conformity with the requirements of Section 80 of the Charter of The City of San Diego that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said moneys now actually in the Treasury, together with the moneys anticipated to come into the Treasury to the credit of said appropriation, are otherwise unencumbered.
Dated September 3rd, 1937.

G.F. WATERBURY
Auditor and Comptroller of the City of San Diego.
By J.S. BARBER,
Ch. Dep.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract for Overhead street lighting. Being Document No. 304533.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.

By Helen M. Willy Deputy.

LEASE

THIS AGREEMENT OF LEASE, made and entered into this 10th day of September, 1937, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter called the Lessor, and E. RALPH SCHISLER and STEPHEN G. FLETCHER, co-partners doing business under the firm name and style of The Torrey Pines Company, hereinafter called the Lessees, WITNESSETH:

That the Lessor, for and in consideration of the payment of the rents to be paid by the Lessees, as hereinafter set forth, and in consideration of the covenants of the Lessees hereinafter set out and their faithful performance by such Lessees, and upon and subject to the terms, conditions and reservations herein set forth, hereby leases unto the said Lessees that certain real property situated in the County of San Diego, State of California, and particularly described as follows, to-wit:

All that cleared and/or cultivated land lying west of Pacific Highway not included within the bounds of Torrey Pines Park, situated within the following Pueblo Lots: 1314, 1323, 1324, 1325, 1326, 1330, 1331 and 1333; EXCEPTING City Pump House and Chlorination Station and the land immediately adjacent thereto; EXCEPTING all public streets, roads and highways and EXCEPTING that certain tract of land in Pueblo Lot 1324, particularly described as follows, to-wit:

Beginning at the northeasterly corner of said Pueblo Lot 1324; thence North 89° 40' 35" west along the northerly line of said Pueblo Lot 1324, a distance of 840 feet to an intersection with the easterly line of Torrey Pines Park; thence southerly along a line parallel with and distant 840 feet North 89° 40' 35" West from the easterly line of said Pueblo Lot 1324, being also along the easterly line of said Torrey Pines Park and the southerly prolongation thereof, a distance of 1400 feet to the true point of beginning; thence North 89° 40' 35" West on a line parallel with the northerly line of said Pueblo Lot 1324 to an intersection with the easterly exterior boundary line of said Torrey Pines Park; thence in a general northerly, northwesterly, northeasterly and easterly direction along the courses of said exterior boundary line of said Torrey Pines Park to an intersection with a line drawn parallel with and distant 840 feet North 89° 40' 35" West from the east-

erly line of said Pueblo Lot 1324; thence southerly along said last described parallel line to the true point of beginning, containing 20 acres; the land included in this lease being 302.66 acres.

TO HAVE AND TO HOLD the said premises and each and every parcel thereof unto the said Lessees, for a period of one (1) year, beginning on the 1st day of September, 1937, and ending on the 31st day of August, 1938, at a rental of Two and 50/100 Dollars (\$2.50) per acre per year, payable semi-annually in advance during the term of this lease.

In consideration of the covenants herein contained the parties hereto agree as follows:

First. That the above described premises are leased to said Lessees for farming purposes and for no other purposes, and Lessees agree to care for same and the crops thereon according to the rules of good husbandry.

Second. That the Lessees will pay the said rental promptly at the times when the same shall become payable, as above provided.

Third. That the City reserves all gas, oil and mineral rights in and on said premises herein leased, with the right to go upon said property and prospect or drill for oil, gas and minerals.

Fourth. The City reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of same, and/or for the purpose of drilling, operating and maintaining wells and pipelines on said premises, and for the purpose of making repairs to or developing the water system of said City; but the City shall be under no obligation to furnish, and the Lessees shall have no right to require, the City to furnish water for the use of the Lessees on said premises at any time, except during the months of November, December, January, February and March of each year; and it is hereby agreed between the parties hereto that during the months hereinbefore mentioned the City agrees to sell water required by the Lessees for use upon the said premises, said water to be paid for by the Lessees at the current rate and subject to the regulations and conditions contained in Ordinance No. 861 (New Series) and Ordinance No. 817 (New Series), and amendments thereto, of the ordinances of the City of San Diego.

It is further agreed by and between the parties hereto that in connection with the above agreement with respect to the furnishing of water, that the City shall be under no obligation whatever with respect to providing pipelines for the distribution of said water on the said premises; and the Lessees hereby agree to bear all the expense arising from the necessity for expending funds in the construction of pipelines or other appurtenances necessary for the distribution of water.

Fifth. That the Lessees shall keep and maintain said premises in as good repair and condition as they may receive them at their own expense (ordinary wear and tear and the acts of God excepted) and the said City shall not be called upon to make any expenditures or repairs on said premises.

Sixth. Lessees shall bear the entire expense arising by reason of the construction of any improvements on the said premises, and the said Lessees shall have the privilege, upon the termination of this lease, of removing from said demised premises, at their own expense, all buildings and improvements which have been placed thereon.

Seventh. All buildings erected by Lessees on said demised premises shall conform to all requirements of the Building Ordinance of the City of San Diego.

Eighth. Said Lessees agree that on the last day of said term, or other sooner termination of this lease, the said Lessees shall and will peaceably and quietly leave, surrender and yield up unto said City the said premises, in as good state and condition as the same are now in or may be put into, reasonable use and wear thereof and damage by the elements excepted.

Ninth. It is further agreed by and between the parties hereto that in case of the violation by the Lessees of any of the terms and conditions of this lease, the City may either terminate this lease upon notice and take possession of the premises, or may enter and possess the same as the agent of the Lessees and for its account.

It is understood and agreed by and between the parties hereto that this lease shall not be assigned or transferred, nor shall the said Lessees have the right to sublet the leased premises, or any part thereof, without permission of the City Manager of the City of San Diego.

It is understood and agreed that a waiver by the Lessor or any default hereunder shall not be considered, nor held to be, a waiver of any subsequent or other default, and also that consent to the subletting of said premises or any part thereof, or to the assignment of this lease, shall not be construed or considered as a consent to any other or subsequent subletting or assignment.

IT IS HEREBY EXPRESSLY UNDERSTOOD AND AGREED that, anything herein to the contrary notwithstanding, the City shall have, and said City hereby reserves, the right to terminate this lease at any time and take possession of the said demised premises, and every part thereof; provided, however, that the City shall, as a condition to the exercise of said right of termination, give to the Lessees at least thirty days' notice of its intention so to do. Such notice may be served upon some person in charge of said demised premises, or may be posted on said demised premises; and said City shall pay to the Lessees a sum which shall be sufficient to compensate the Lessees for the damage which the Lessees may suffer by reason of the termination of said lease by the City, as above provided, prior to the expiration of the term as herein fixed. If the City and the Lessees cannot agree upon the amount of such compensation, then it shall be determined by a board of arbitrators to consist of three members, one of whom shall be chosen by the City and one by the Lessees, and the two so chosen shall select a third. A decision of the majority shall be binding upon the parties hereto.

And it is further agreed that in the event this lease is cancelled, as herein provided, or upon the termination of the terms of the lease, as herein provided, that the Lessees hereby agree to furnish the City with a good and sufficient quitclaim deed to all premises described herein.

IN WITNESS WHEREOF, this lease is executed by the City of San Diego, acting by and through the City Manager of said City, and said Lessees have hereunto subscribed their names, the day and year first hereinabove written.

THE CITY OF SAN DIEGO, Lessor
By R.W.FLACK, City Manager.

STEPHEN G. FLETCHER
E. RALPH SCHISLER
Co-partners doing business under the firm name and
style of The Torrey Pines Company.
Lessees.

I HEREBY APPROVE the form of the foregoing Lease this 11th day of September, 1937.
D.L.AULT, City Attorney
By J.H.MCKINNEY, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with E. Ralph Schisler and Stephen G. Fletcher. Being Document No. 304553.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California

By Helen M. Willig Deputy

SUPPLEMENTAL CONCESSION AGREEMENT.

THIS AGREEMENT, made and entered into this 15th day of September, 1937, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter referred to as the "City," party of the first part, and ERNEST PICKERING, party of the second part, WITNESSETH:

THAT WHEREAS, the State Park Commission of California and said Ernest Pickering entered into a certain concession agreement bearing date of June 1, 1935, relating to what is known as "Mission Beach Amusement Center," located at Mission Beach, in The City of San Diego, which said concession agreement was by said State Park Commission modified in certain respects on January 23, 1936, to-wit: By cancelling the provisions in said concession agreement reading as follows:

"IT IS UNDERSTOOD AND AGREED BETWEEN THE PARTIES HERETO that before this agreement shall become effective the Operator shall furnish to the Owner a bond annually in the penal sum of Ten Thousand Dollars (\$10,000.00) in favor of the people of the State of California, with a surety admitted to transact surety business in this STATE. The condition of such bond shall be that the Operator will faithfully pay over to the Owner the percentage of the receipts hereinbefore specified derived from operating said concession in the manner and at the times provided herein."

and,

WHEREAS, said concession agreement as so modified required the said Ernest Pickering, among other things, to keep the beach and grounds clean and in a sanitary condition, and to furnish lifeguard protection; and

WHEREAS, said Ernest Pickering, party of the second part herein, is desirous of being relieved of the foregoing obligation and requirement, and in lieu thereof is willing to assume the obligation hereinafter in this agreement set forth; and

WHEREAS, The State Park Commission of California has leased to the City certain areas at Mission Beach, including said Mission Beach Amusement Center, subject to said concession agreement and certain other agreements and leases, which said lease is dated August 7, 1937;

NOW, THEREFORE, in consideration of the premises, and of the matters and things hereinafter recited, the parties hereto agree together as follows:

(1) The City does hereby release the party of the second part from that certain requirement and obligation in said concession agreement dated June 1, 1935, reading as follows:

"The Operator agrees to keep the beach and grounds clean and in a sanitary condition to conform at all times to the regulations of the State Board of Health. The Operator agrees to furnish lifeguard protection."

(2) The party of the second part hereby covenants and agrees with the City that he will at all times during the term of said concession agreement, and at his own charge and expense, maintain and keep the grounds, premises, buildings and structures covered by and included within said concession agreement in a neat, sanitary and safe condition and in a good state of repair, and will from time to time seasonably make such repairs and restorations as may be necessary thereon or thereto, reasonable use and wear thereof and damage by the elements excepted.

(3) Except as in this supplemental agreement expressly provided, all of the terms and conditions of said concession agreement of June 1, 1935, shall be and remain in full force and effect.

IN WITNESS WHEREOF, The City of San Diego has caused this agreement to be executed by its City Manager, pursuant to the authority contained in resolution of the City Council of said City, No. 66521, and the party of the second part has hereunto subscribed his name, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO
Party of the first part.
By R.C.W. FLACK, City Manager

ERNEST PICKERING
Party of the second part.

I hereby approve the form of the foregoing Supplemental Concession Agreement this 14 day of September, 1937.

D.L. AULT, City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Supplemental Concession Agreement with Ernest Pickering at Mission Beach Amusement Center. Being Document No. 304597.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By Helen M. Willig Deputy.

PREFERENTIAL, NON-EXCLUSIVE USE AND OCCUPANCY PERMIT

THIS PERMIT AGREEMENT, made this 1st day of September, 1937, between THE CITY OF SAN DIEGO, acting by and through the Superintendent of Parks thereof, hereinafter sometimes designated as the "City", party of the first part; and THE SAN DIEGO ACADEMY OF FINE ARTS, party of the Second Part, WITNESSETH:

THAT WHEREAS, under and subject to the provisions of Ordinance No. 1013 (New Series) of the ordinances of the City, non-commercial, local societies, groups and organizations engaged in civic, social, educational, cultural, recreational or philanthropic work or activities, may, at the discretion of the Park Department of the City and subject to ratification by the City Council, be permitted to establish and maintain regular meeting places and headquarters in certain buildings belonging to the City located in Balboa Park; and

WHEREAS, the party of the second part is a non-commercial body engaged in furthering an interest and training in art,

NOW, THEREFORE, in consideration of the covenants and agreements to be kept and performed by the party of the second part and upon the terms and conditions for the purposes, all as hereinafter contained, the City does hereby grant to the party of the second part a revocable, preferential, but non-exclusive, permit for the use and occupancy of Approximate-

ly one-half of the medical science building (No.19).

This permit is granted upon the following terms and conditions, and the party of the second part, in consideration of the granting thereof, hereby covenants and agrees that it will faithfully keep, perform and in all respects be bound by each and every such term and condition, to-wit:

(1) of this permit.

(2) Party of the second part shall save the City harmless from any claim of damage or injury to person or property that may result from such occupancy.

(3) That the City shall not be required to incur any expense or obligation to improve, repair or reconstruct any portion of the building or portion covered by the permit; and that the party of the second part shall, at its own expense, at all times maintain the building or space covered by this permit in a safe, clean and sanitary condition and promptly, when required so to do by the Park Department, make any repairs of damage or depreciation resulting from the occupancy.

(4) Party of the second part shall pay to the City for such use and occupancy the sum of Eighty-seven and 45/100 Dollars (\$87.45) per annum for insurance, payable on date of signing of contract.

(5) That the party of the second part shall be required to be responsible for and to pay all charges for light, heat and water furnished for or by reason of such occupancy.

(6) That full jurisdiction and control of the premises covered by this permit shall be and remain in the Park Department, and this permit shall be revocable at any time and at the uncontrolled discretion of the Park Department.

(7) That the general public shall not be wholly or permanently excluded from the building or portion of building covered by this permit; provided, however, that reasonable restrictions may be made, consistently with the right of the public to the use and enjoyment of the park and the building therein, to enable the party of the second part to use the premises for the purposes for which the same are allocated. Any such restrictions shall, before the same are put into effect, be submitted to and receive the written approval of the Park Department.

(8) That the use and occupancy provided for by this permit shall also be subject to such uniform and proper rules and regulations as the Park Department are authorized to make and enforce under the provisions of said Ordinance No. 1013 (New Series) for the use, occupancy, maintenance and care of such buildings or part of buildings as are authorized to be allocated for partial use and occupancy under said ordinance.

IN WITNESS WHEREOF, this permit is executed by the City of San Diego, acting by and through the Superintendent of Parks of said City, party of the first part, and the party of the second part, The San Diego Academy of Fine Arts, the day and year in this permit first above written.

THE CITY OF SAN DIEGO
By J.G.MORLEY
Superintendent of Parks.

THE SAN DIEGO ACADEMY OF FINE ARTS
By PAULINE HAMILL DeVOL
Director.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Occupancy Permit of The San Diego Academy of Fine Arts. Being Document No. 304609.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California

By Helen M. Wilby Deputy.

L E A S E

THIS AGREEMENT OF LEASE, made and entered into this 18th day of September, 1937, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter called the Lessor, and N.J.PEAVEY, Route 1, Box 119-c, Pacific Beach, California, hereinafter called the Lessee, WITNESSETH:

That the Lessor, for and in consideration of the payment of the rents to be paid by the Lessee, as hereinafter set forth, and in consideration of the covenants of the Lessee hereinafter set out and their faithful performance by such Lessee, and upon and subject to the terms, conditions and reservations herein set forth, hereby leases unto the said Lessee that certain real property situated in the County of San Diego, State of California, and particularly described as follows, to-wit:

Pueblo Lot 1240 of the Pueblo Lands of the City of San Diego, according to map thereof made by James Pascoe, filed as Miscellaneous Map No. 36, in the office of the County Recorder of San Diego County, California; being 120 acres of land more or less.

TO HAVE AND TO HOLD the said premises and every and each parcel thereof unto the said Lessee, for a period of one (1) year, commencing on the 10th day of September, 1937, and ending on the 9th day of September, 1938, at a rental of Forty-five Dollars (\$45.00) per year, payable annually in advance during the term of this lease.

It is agreed by and between the parties hereto that the above described land is leased to said Lessee for stock grazing purposes, and Lessee agrees to care for same so that no waste or damage is committed, or suffered to be committed, upon the said premises.

In consideration of the premises the Lessee agrees with the Lessor as follows:

(1) That the Lessee will pay the said rental promptly at the times when the same shall become payable, as above provided;

(2) That Lessee will fully and faithfully keep and observe each and all of the terms and conditions of this lease to be kept or observed, and upon the expiration of the term, or the earlier termination thereof, Lessee will surrender the said demised premises, and each and every part thereof, without demand or notice, and in as good condition as the same are in at the time of the execution of this lease, wear and tear and damage by the elements excepted;

(3) That the Lessor shall have the right to enter said lands for inspection, and/or for the purpose of drilling, operating and maintaining wells and pipelines on said premises; and Lessee shall not have any right to pump water from any wells located on said premises;

(4) That the Lessor reserves all gas, oil and mineral rights in and on said premises herein leased, with the right to go upon said property and prospect or drill for oil, gas and minerals;

(5) That Lessee will keep all pasture fences in repair at his own expense, such fences and all other improvements to become the property of the Lessor upon the termination of this lease;

(6) Lessor reserves all sand and gravel rights in and on said premises herein leased, and shall always have the right of ingress and egress at all times on said demised premises for the purpose of exercising said reserved rights; and

(7) That Lessor may terminate this lease at any time by giving at least sixty (60) days' notice of such termination, and by tendering to said Lessee a proportionate part of any rentals paid in advance by said Lessee.

It is agreed that if any default shall be made by the Lessee in the payment of any rent promptly when the same shall become due according to the terms hereof, or in respect to the performance or observance of any covenants, term or condition of this lease to be kept or observed by the Lessee, the Lessor shall have the right to terminate this lease and to enter upon said premises and take possession of the same, and of each and every part thereof, and the Lessee shall peaceably surrender full possession of said premises to the Lessor.

It is further agreed by and between the parties hereto that this lease shall not be assigned or transferred, nor shall the said Lessee have the right to sublet the leased premises, or any part thereof, without permission of the Council of said The City of San Diego.

It is understood and agreed that a waiver by the Lessor of any default hereunder shall not be considered, nor held to be, a waiver of any subsequent or other default, and also that consent to the subletting of said premises or any part thereof, or to the assignment of this lease, shall not be construed or considered as a consent to any other or subsequent subletting or assignment.

It is further understood and agreed that if the Lessee shall make default in the performance of any of the terms, conditions or covenants of this lease by the Lessee to be kept, observed or performed, Lessee will in such case pay to the Lessor the expenses and costs incurred by the Lessor in any action which may be commenced by the Lessor based on, or arising out of, any such default, including a reasonable attorney's fee.

IN WITNESS WHEREOF, this contract is executed by the City of San Diego, acting by and through the City Manager of said City, and said Lessee has hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO, Lessor
By R.W.FLACK, City Manager.

N. J. PEAVEY, Lessee.

I hereby approve the form of the foregoing Lease this 13th day of September, 1937.

D.L.AULT, City Attorney
By H.B.DANIEL, Asst. City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with N.J.Peavey on Certain Pueblo Lands for grazing purposes. Being Document No. 304631.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.

By Helen M. Willis Deputy.

A G R E E M E N T

WHEREAS, Peterson Realty Co. is the owner of Lot 3 and 4, Block 228, Subdivision Middletown - J.E.Jackson Map Filed in the Office County Clerk, County of San Diego, California, and,

WHEREAS, the provisions of Ordinance No. 401 N.S. of the ordinances of the City of San Diego prohibit the erection of buildings or structures on said property to the front property line on Pacific Highway; and,

WHEREAS, the undersigned has heretofore applied to the Council of the City of San Diego for a special permit to erect a Neon Sign on the above-mentioned property, closer to the front property line than permitted by said ordinance; and,

WHEREAS, the Council of said City has by Resolution No. 66545 suspended the provisions of said ordinance with respect to said property and has granted permission to the undersigned to erect a Neon Sign to within 12½' of the front property line on the condition and for and in consideration that the undersigned will at any later date, when requested by the City of San Diego, move said Neon Sign from said front property line back to the line established and designated by the said City of San Diego. NOW, THEREFORE,

WITNESS THIS AGREEMENT, signed and executed this 16th day of Sept., 1937 by Peterson Realty Co. that they will, for and in consideration of the permission granted them to erect a Neon Sign on the above described property to within 12½' of the front property line, bind themselves to, and they hereby by these presents agree, to move any Neon Sign erected in pursuance hereof back from the front property line to the established line designated by the City of San Diego, as shown in Document No. 401, N.S. on file in the office of the City Clerk of said City, and at such time as the City of San Diego directs them to move said Neon Sign building to the line designated; that they will move said Neon Sign and comply therewith at their own expense and with no cost or obligation on the part of the City of San Diego.

They further agree that this agreement shall be binding on them, their heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

PETERSON REALTY CO.
By J.H.PETERSON, Pres.

(SEAL)

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 16th day of September, A.D. Nineteen Hundred and Thirty-seven, before me, A.F.Butler a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared J.H.Peterson, as President of Peterson Realty Co. known to me to be the person described in and whose name was subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

A.F.BUTLER
Notary Public in and for the County of San Diego,
State of California.

(SEAL)

My Commission Expires,
Jan. 13, 1939.

RECORDED SEP 27 1937 55 Min. past 3 P.M. In Book 686 at Page 343 of Official Records, San Diego Co., Cal. Recorded At Request of Allen H. Wright.

O.M.SWOPE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.
C. JOHNSON

Copyist County Recorder's Office, S.D.County,Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Peterson Realty Co. Being Document No. 304652.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By Helen M. Willis Deputy.

A G R E E M E N T

THIS AGREEMENT made and entered into in the City of San Diego, County of San Diego, State of California this 17th day of September, 1937, by and between the City of San Diego, a municipal corporation, hereinafter sometimes designated as the City acting by and through the City Manager of said City, first party, and Nate Barnet of the City of San Diego, County of San Diego, and State of California, hereinafter sometimes designated as the second party, WITNESSETH:

THAT WHEREAS, second party is desirous of securing from the City a concession located at Municipal Stadium in Balboa Park, San Diego, for the sale of certain merchandise commonly or usually sold in amusement parks and recreational centers; and

WHEREAS, said City is willing upon the terms and conditions hereinafter recited to grant to second party such privilege and concession,

NOW THEREFORE, be it understood and agreed between the parties as follows:

The upkeep and maintenance of the Stadium grounds and buildings thereon, are under the direct supervision of the Director of Recreation of the City of San Diego, he shall be held responsible for the maintenance, upkeep and supervision of the Stadium, and shall represent the City Manager in seeing that the terms of this agreement are fulfilled in a manner satisfactory to the City.

THAT IN CONSIDERATION of the terms and conditions hereinafter recited and agreed to by second party, the said City does hereby grant to second party the privilege and concession located at the Municipal Stadium, Balboa Park, in the City of San Diego, for the sale of refreshments, including food, candy, confectionery, cigars, cigarettes, tobacco, and non-alcoholic beverages, and such other articles of merchandise as are commonly or usually sold in amusement parks and recreational centers.

Second party agrees that prices for all articles and commodities sold under this concession shall be the prevailing prices of similar articles or commodities throughout the City. Second party further agrees to conduct said sale of articles and commodities in a manner satisfactory to the Director of Recreation, and in accordance with all ordinances and regulations of the City of San Diego.

For and in consideration of the concession hereby granted, and in lieu of a specific sum of money to be paid monthly or otherwise, the second party agrees to pay to the City for said concession in the manner and form, and at the times hereinafter provided, a sum of money equal to 15% of the gross amount of all sales made by second party under or by virtue of this concession.

The second party further agrees that he will keep at all times a true and accurate record of all sales made under or by virtue of this concession. At the close of business each day the sales so made and so recorded shall be checked by the Director of Recreation, or by some person duly authorized by him so to do, and upon the completion of said check second party shall turn over to said Director of Recreation or his duly authorized agent, an amount of money equal to the percentage of the total sales above set forth. Upon receipt of said money, said Director of Recreation or his agent will give the second party a receipt for the same, said receipt showing the total sales together with percentage payable to the City, and the amounts of money received by the City. A copy of said receipt shall be retained by the Director of Recreation for the purpose of being checked later by the traveling auditor of the City of San Diego.

Second party further agrees that in no event whatsoever shall the City of San Diego or any of its officers be responsible or liable for any injury to persons or damage to property occurring upon said concession premises, where such injury to person or damage to property might be in any manner attributable to the second party's occupancy of said concession, and he does hereby covenant and agree at all times to hold said City and its officers harmless from any and all claims arising out of such damage or injury.

Second party further covenants and agrees that he will at all times during the continuance of this agreement, carry in a responsible insurance company compensation insurance sufficient to cover all employees employed by him in and above said concession premises, and will furnish the City with a certificate of the insurance company issuing said policy.

Second party shall immediately furnish and at all times during the life of this agreement, maintain a bond in the sum of \$1000.00, running to the City of San Diego, and conditioned upon the faithful performance of this contract and against damage to City property by second party, his associates, representatives, agents, or employees.

This agreement with the privilege and concession hereunder granted shall be for a duration from September 20th, 1937 to September 20th, 1940, provided, however, that the same may be canceled and terminated by either party upon giving to the other thirty days notice in writing of intention so to do. Nothing in this agreement, however, shall be construed as requiring the City to give thirty days notice of termination in the event the second party shall be guilty of any breach or default herein. In such case the City reserves the right to terminate and cancel this agreement and all rights herein immediately upon the occurrence of any such breach or default.

CITY OF SAN DIEGO
By R.W.FLACK, City Manager

NATE BARNET, Concessionaire

I hereby approve the form of the foregoing agreement this 17th day of September, 1937.

D.L.AULT, City Attorney
By H.B.DANIEL, Assistant.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Nate Barnet for Stadium Concession. Being Document No. 304673.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By Helen M. Willis Deputy.

A G R E E M E N T

WHEREAS, Arthur H. McKee and Scott King are, is the owners of Apartment House, Lot 23-4-5, Block 256, Subdivision University Hts. and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 20th day of Sept., 1937, by A. H. McKee & Scott King that we will, for and in consideration of the permission granted us to remove 77 feet of curbing on Robinson and Georgia Street adjacent to the above described property, bind ourselves to, and we hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs us so to do, and comply therewith at our own expense and with no cost or obligation on the part of the City of San Diego.

We further agree that this agreement shall be binding on ourselves, our heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

ARTHUR H. MCKEE
SCOTT KING
Owner's Name
4540 - 47th St. San Diego, Cal.
Address.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 20th day of September, A.D. Nineteen Hundred and 37 (1937), before me, M.L. Thompson a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Arthur H. McKee and Scott King known to me to be the persons described in and whose name are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

M.L. THOMPSON
Notary Public in and for the County of San Diego,
State of California.

(SEAL)
My Commission Expires,
April 14, 1940.

RECORDED SEP 23 1937 45 Min. past 2 P.M. In Book 701 At Page 60 of Official Records, San Diego Co., Cal. Recorded At Request of City of San Diego.

O.M. SWOPE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.
L. SHANNON

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from Arthur H. McKee and Scott King to City of San Diego. Being Document No. 304678.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California

By Helen M. Wilby Deputy.

A G R E E M E N T

WHEREAS, Jesse C. Banks, is the owner of Lots 45, 46, 47 and 48 Lot __ Block 74, Subdivision City Heights, and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the Ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 28th day of September, 1937, by Jesse C. Banks that he will, for and in consideration of the permission granted him to remove 65 feet of curbing on Fairmont and Wightman Street adjacent to the above described property, binds himself to, and does hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of the City of San Diego.

He further agrees that this agreement shall be binding on his administrators executors, heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

JESSE C. BANKS
Owner's Name
4122 Landis
Address

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 28th day of September, A.D. Nineteen Hundred and 37, before me, GEORGETTE P. McCORMICK a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Jesse C. Banks known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

GEORGETTE P. McCORMICK
Notary Public in and for the County of San Diego,
State of California.

(SEAL)
My Commission Expires,
April 22, 1941.

RECORDED SEP 30 1937 28 Min. past 3 P.M. In Book 696 At Page 282 of Official
Records, San Diego Co., Cal. Recorded At Request of City Clerk.
O.M.SWOPE, County Recorder
By Deputy R.N.HOWE
I certify that I have correctly transcribed this document in above mentioned book.
NOLA N. PFAHLER
Copyist County Recorder's Office,S.D.County,Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy
of Curb Cutting Agreement from Jesse C. Banks to City of San Diego. Being Document No.
304766.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California
By Helen M. Willig Deputy.

A G R E E M E N T
WHEREAS, Shell Oil Co., is the owner of Service Station, Lot 1 and 2 Block _____
Subdivision Hector Square, and,
WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of
The City of San Diego, California, prohibit the removal of any curbing or the installation
of any driveway on any city street prior to signing an agreement with the City to replace
any curbing so removed, at such time as requested so to do by the City Council; NOW, THERE-
FORE,
THIS AGREEMENT, signed and executed this 30th day of September, 1937, by Shell
Oil Company that they will, for and in consideration of the permission granted them to re-
move 95 feet of curbing on El Cajon Blvd. and 39th St. street adjacent to the above describ-
ed property, bind Shell Oil Co. to, and they hereby by these presents agree to, remove any
driveway constructed in pursuance hereto, and to replace the curbing at such time as the
City Council of San Diego directs them so to do, and comply therewith at their own expense
and with no cost or obligation on the part of the City of San Diego.
They further agree that this agreement shall be binding on Shell Oil Co., _____
heirs and assigns, and that any sale of the property therein mentioned and described shall
be made subject to the condition and agreements herein named.
SHELL OIL COMPANY
By F.C.SCHULTZ
Owner's Name
100 Bush St. San Francisco, Cal.
Address

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss
On this 30th day of September, A.D.Nineteen Hundred and 37, before me, Fred W.
Sick a Notary Public in and for said County, residing therein, duly commissioned and sworn,
personally appeared F.C.Schultz, Operations Supervisor of Shell Oil Company known to me to
be the person described in and whose name is subscribed to the within instrument, and ac-
knowledged to me that he executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at
my office in San Diego, County of San Diego, State of California, the day and year in this
certificate first above written.
FRED W. SICK
Notary Public in and for the County of San Diego,
State of California.
(SEAL)

RECORDED OCT 4 1937 34 Min. past 3 P.M. In Book 696 at Page 342 of Official
Records, San Diego Co., Cal. Recorded At Request of City Clerk.
O.M.SWOPE, County Recorder
By Deputy R.N.HOWE
I certify that I have correctly transcribed this document in above mentioned book.
NOLA N. PFAHLER
Copyist County Recorder's Office,S.D.County,Calif.
I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy
of Curb Cutting Agreement from Shell Oil Co. to City of San Diego, California. Being Docu-
ment No. 304816.
ALLEN H. WRIGHT
City Clerk of the City of San Diego, California
By Helen M. Willig Deputy.

L E A S E
BETWEEN THE CITY OF SAN DIEGO AND THE UNITED STATES
OF AMERICA.
THIS LEASE, made and entered into this 24th day of August, in the year one thou-
sand nine hundred and thirty-seven, by and between THE CITY OF SAN DIEGO, a municipal cor-
poration located in the County of San Diego, State of California, hereinafter referred to
as "the City," as Lessor, and THE UNITED STATES OF AMERICA, hereinafter called "the Govern-
ment," as lessee, WITNESSETH:
THAT WHEREAS, the Government has established and is now maintaining a Naval Hospi-
tal upon grounds heretofore granted to the Government by the City of San Diego, which grounds
formerly were a portion of Balboa Park; and
WHEREAS, the Government desires to use an area of land hereinafter described con-
tiguous thereto as a recreational area for said hospital; and
WHEREAS, at a municipal election held in The City of San Diego on Tuesday, the
27th day of April, 1937, the City of San Diego was authorized and empowered to permit the
Government to use, occupy and maintain said hereinafter described area of land for the pur-
poses aforesaid;
NOW, THEREFORE, in consideration of the premises and of the matters and things
hereinafter mentioned, the parties hereto covenant and agree as follows:
The City hereby leases to the Government the following described premises, viz:
All that portion of Balboa Park, in the City of San Diego, County of San Diego,
State of California, located in Pueblo Lots 1143 and 1136 of the Pueblo Lands of the City
of San Diego, particularly bounded and described as follows, to-wit:

Commencing at the corner common to Pueblo Lots 1143, 1144, 1147 and 1148 of the Pueblo Lands of San Diego, according to map thereof made by James Pascoe in 1870, a certified copy of which is on file as Miscellaneous Map No. 36, in the office of the County Recorder of San Diego County, California; thence north 0° 01' 40" east along the west line of Pueblo Lot 1143, a distance of 1500 feet to a point; thence south 89° 58' 20" east, a distance of 822.5 feet to the southwest corner of that certain tract of land conveyed to the United States of America by The City of San Diego by deed dated September 3rd, 1919, and recorded in Book 867 of Deeds at Page 302, Records of said County Recorder, the true point of beginning, and being also the northwest corner of that certain tract of land conveyed to the United States of America by The City of San Diego by deed dated February 27th, 1926, and recorded in Book 1332 of Deeds, at page 323, et seq., Records of said County Recorder; thence south 0° 1' 40" west, along the west line of said last described tract of land a distance of 400 feet to the southwest corner thereof; thence north 62° 58' 10" west, a distance of 391 feet to a point; thence north 23° 53' 50" west, a distance of 606.9 feet to a point; thence north 10° 15' 40" east, a distance of 327.51 feet to the beginning of a tangent curve concave to the southeast and having a radius of 655 feet; thence northeasterly along the arc of said curve a distance of 617.70 feet to a point of tangency; thence north 64° 17' 40" east, tangent to said curve, a distance of 195.5 feet to an intersection with the west line of that certain tract of land hereinabove mentioned and conveyed to the United States of America by The City of San Diego by deed dated September 3rd, 1919, and recorded in Book 867 of Deeds, at page 302, Records of said County Recorder; thence in a southerly direction along the westerly line of said last mentioned tract of land, a distance of 1213.13 feet to the true point of beginning, containing 15.6 acres, more or less.

Said above described lands being shown and designated upon the plat marked Exhibit "A", attached hereto and made a part of this lease.

Said land to be used, occupied and maintained exclusively by the Government as a recreational area for and in connection with the United States Naval Hospital contiguous thereto.

TO HAVE AND TO HOLD said premises for a term beginning September 1st, 1937, and ending June 30, 1962, without the payment by the Government of any rental therefor, but in consideration of and upon the express condition that the Government shall at all times during said term use, occupy and maintain the said premises exclusively as and for a recreational area for its said Naval Hospital; and that in event the Government shall fail, neglect or cease to use, occupy and maintain the same for said purpose, then at the option of the City this lease shall terminate, and all rights of the Government hereunder shall cease, save and except only the right of the Government to remove any structures, equipment or improvement placed by it upon said premises; provided, however, that the Government may at any time during said term, upon written notice to the City, elect to terminate this lease and surrender the said premises.

The Government shall not assign this lease in any event, and shall not sublet the demised premises, or any portion thereof, and will not permit the use of said premises by any one other than the Government.

The Government shall have the right during the existence of this lease to change the contours of said premises, to landscape the same, to erect structures, including fences, thereon, and to do all things necessary, convenient or desirable to adapt said premises to the uses and purposes for which the same are leased; and at the expiration or sooner termination of this lease to remove from said premises within a reasonable time any and all structures, buildings, and equipment placed thereon by it.

The City shall not be required or be under any obligation whatsoever to maintain or make any improvements upon said premises, nor to furnish to the Government any facilities in connection therewith.

No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this lease, or to any benefit to arise therefrom.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day, month and year first above written.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk.
By FRED W. SICK, Deputy.

THE CITY OF SAN DIEGO.
By P.J. BENBOUGH, Mayor

THE UNITED STATES OF AMERICA
By CLAUDE A. SWANSON
Secretary of the Navy.

I hereby approve the form of the foregoing lease, this 30th day of July, 1937.

D.L. AULT, City Attorney
By H.B. DANIEL, Assistant City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with U.S. Government for additional grounds at Naval Hospital. Being Document No. 304828.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California

By Helen M. Wilkins Deputy.

C O N T R A C T

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1937, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City Manager of said City, first party, and EDWIN A. SPENCER, a resident of the City of San Diego, second party, WITNESSETH:

THAT WHEREAS, by Ordinance No. 1165 (New Series) of the ordinances of The City of San Diego, establishing a schedule of compensation for officers and employees in the Classified Service of The City of San Diego, the compensation for the position of Organ Tuner, Balboa Park, existing in the classified administrative service of the City is declared to be open and contractual; and

WHEREAS, the duties generally of said position are as follows, to-wit:

The general upkeep of the organ in Balboa Park; keeping organ in tune; attending to and keeping in proper condition all wiring and organ appurtenances; locating trouble affecting the instrument and correcting same; attending all organ recitals; and such other duties as may from time to time be assigned to him by the organist.

NOW, THEREFORE, in consideration of the premises and of the matters and things hereinafter recited, the parties hereto agree together as follows:

That beginning July 1, 1937, second party will faithfully perform the services and duties of Organ Tuner, Balboa Park, as the same are hereinabove described, at the rate of Eighty-Two Dollars and Fifty Cents (82.50) per month, payable in two equal semi-monthly installments.

In consideration of the faithful performance of such services, the City agrees to pay therefor the said rate of compensation, to-wit: Eighty-Two Dollars and Fifty Cents (\$82.50) per month, payable in two equal semi-monthly installments; that is to say, at the times and in the manner that other city officers and employees are regularly paid.

It is further understood and agreed that second party is a regular employee in the classified administrative service of the City, and is in all respects subject to the charter provisions, ordinances and the rules and regulations of the Civil Service relating to officers and employees of said City.

It is further understood and agreed that the City has the same right to demote, discharge or suspend second party as it has with regard to any other classified Civil Service employee, and that in the event of any such demotion, discharge or suspension, the second party shall have no rights by virtue of this contract other than such rights as are given to other classified employees by the Charter of said City and/or the rules and regulations of the Civil Service Commission of said City.

It is further understood and agreed that this contract shall not in any event remain or continue in effect for a longer period than the fiscal year beginning July 1, 1937, and ending June 30, 1938.

IN WITNESS WHEREOF, this contract is executed by the City of San Diego, acting by and through the City Manager of said City, and the said second party has hereunto subscribed his name, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO
R.W.FLACK, City Manager

EDWIN A. SPENCER, Second Party.

I hereby approve the form of the foregoing contract, this 30th day of Sept., 1937.

D.L.AULT, City Attorney
By H.B.DANIEL, Assistant City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract of Employment with Edwin A. Spencer as Organ Tuner. Being Document No. 304843.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California

By Helen M. Wilby Deputy.

L E A S E

THIS INDENTURE OF LEASE, made and entered into this 1st day of October, 1937, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, acting by and through the Harbor Commission of said City, hereinafter sometimes called the City, and LAURENCE OLIVER, doing business under the name and style of HARBOR BARBER SHOP, hereinafter designated as the Lessee, WITNESSETH:

That the City, lessor as aforesaid, does by these presents demise and let unto the lessee, upon the terms and conditions, and for the purposes and uses hereinafter recited, and the lessee hereby hires and accepts from the City, upon the terms and conditions and for the uses and purposes hereinafter recited, that portion of the Harbor Administration Building located at the northeast corner of Broadway and Harbor Streets, in said City, being that certain store room therein designated as No. 1030 West Broadway, for a period of five (5) years, beginning on the 1st day of October, 1937, and ending on the 31st day of September, 1942, unless sooner terminated as herein provided, at the following rentals:

Forty-five dollars (\$45.00) per month, payable in advance on the first day of each and every month, for the first three (3) years of said term, and/or until a new or different rental is fixed.

The right of the Harbor Commission of said City to adjust the rental above provided at the end of said three-year period, and/or at any time thereafter during the remainder of said term, is hereby expressly reserved to said City, and said Lessee in accepting this lease acknowledges the right of the Harbor Commission of said City to readjust and increase the rental of said premises as herein provided; provided, however, that the rental shall not be increased to exceed sixty dollars (\$60.00) per month during the last two years of said term.

At the expiration of said five-year term the Lessee shall have the right and option to renew this lease for an additional period of five (5) years, at a rental to be fixed and determined when and if said option for renewal shall be exercised.

It is expressly understood and agreed by and between the parties hereto that this lease is upon the following conditions and covenants, all of which the Lessee, his legal representatives and assigns, hereby covenant and agree to and with the Lessor fully to observe, keep and perform:

(1) That this lease shall not be assignable or transferable, nor shall the Lessee have the right to sublet the leased premises, or any part thereof, without the consent of the Harbor Commission evidenced by resolution duly and regularly passed and adopted; and there is hereby reserved to the Council of said City and the Harbor Commission of said City, and the people of said City of San Diego the right and privilege to terminate, change or modify this lease on such terms, reservations and conditions as are stipulated herein.

(2) It is understood and agreed that the Lessee accepts the premises in the condition that the same now are, and that the Lessor shall not be required to make any repairs, alterations or improvements of any character whatsoever thereto or thereupon.

(3) That if the rent herein reserved shall be due and unpaid for a period of ten (10) days after the same shall become due and payable, this lease shall at the option of the Lessor become null and void.

(4) That the Lessee shall not keep or permit to be kept by any one on the demised premises any article which the insurance companies may deem extra hazardous, or which increases the rate of insurance.

(5) That in case of a violation by the Lessee of any of the terms and conditions of this lease the Lessor may either terminate this lease upon notice, and take possession of the premises, or may enter and possess the same as the agent of the Lessee and for its account.

(6) That said Lessee shall pay for all electric current and gas used by him upon said premises.

(7) That said premises are to be used by said Lessee exclusively for the purpose of conducting a barber shop therein.

(8) Reference is hereby made to all laws as now existing, and as hereafter amended or enacted, applicable to the leasing of tidelands by The City of San Diego, and by such reference all restrictions or conditions imposed or reservations made therein, are made a part of this lease with like effect as though the same were expressly set forth herein; and the Lessee does hereby expressly covenant that he will in all respects abide by all such laws; and further that he will in the use and occupancy of said leased premises, and in all

business conducted therein, strictly comply with and abide by all Federal and State laws and municipal ordinances as now existing and as hereafter amended or enacted applicable thereto.

(9) That the Lessee shall keep and maintain the demised premises in good repair, and at the termination of this lease surrender the same to the Lessor in as good condition as reasonable and proper use thereof will permit, damage by the elements alone excepted.

IN WITNESS WHEREOF, a majority of the members of the Harbor Commission of the City of San Diego have hereunto subscribed their names and as and for the act of said City, and the Lessee has hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO, Lessor.
By RUFUS CHOATE
R.H.VANDEMAN
EMIL KLICKA
Members of the Harbor Commission
of the City of San Diego.

LAWRENCE OLIVER, Lessee.
Doing business under the name
and style of HARBOR BARBER SHOP.

I hereby approve the form of the foregoing Lease, this 4 day of August, 1937.
D.L.AULT, City Attorney
By H.B.DANIEL, Assistant City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Harbor Barber Shop. Being Document No. 304855.
ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.

By Helen M. Wallig Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, That we, V.R.DENNIS, doing business under the firm name and style of V.R.DENNIS CONSTRUCTION COMPANY, as principal, and MARYLAND CASUALTY COMPANY a corporation organized and existing under and by virtue of the laws of the State of Maryland, as surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Three Thousand Four Hundred Sixty-four Dollars (\$3,464.00), lawful money of the United States, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said principal hereby binds himself, his heirs, executors, administrators and assigns, and the said surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 24th day of September, 1937.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 24th day of September, 1937, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City 15 sets of 54" concrete pipe forms in four-foot lengths and 15 sets of 60" concrete pipe forms in five-foot lengths, complete for the manufacture of 784 linear feet of 54" diameter reinforced concrete pipe and 4,030 linear feet of 60" diameter reinforced concrete pipe, all in accordance with said contract, and with the specifications referred to in said contract.

NOW, THEREFORE, if the said principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the said principal has hereunto subscribed his name, and the said surety has caused this instrument to be executed, and its corporate name and seal to be hereunto attached, by its proper officers, thereunto duly authorized, this 24th day of September, 1937.

V.R.DENNIS CONSTRUCTION CO.
By V.R.DENNIS
V.R.Dennis, an individual doing business under
the firm name and style of V.R.Dennis Construc-
tion Company.

MARYLAND CASUALTY COMPANY, Surety
By F.F.EDELEN, Its Attorney-in-Fact.

(SEAL)

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,) ss

On this 24th day of September, 1937, before me, C.T.Neill, a Notary Public, in and for the County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared F.F. Edelen, known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of MARYLAND CASUALTY COMPANY, the corporation that executed the within instrument, and acknowledged to me that he subscribed the name of MARYLAND CASUALTY COMPANY thereto as principal and his own name as attorney in fact. I further certify that said instrument was executed by said F. F. Edelen as attorney in fact of MARYLAND CASUALTY COMPANY in my presence, and that his signature thereto is genuine.

WITNESS my hand and seal the day and year in this certificate first above written.
C. T. NEILL

(SEAL) Notary Public, in and for said County and State.
My Commission Expires,
Jan. 9, 1941.

I HEREBY APPROVE the form of the within Bond this 27 day of September, 1937.
D.L.AULT, City Attorney
By H.B.DANIEL, Assistant City Attorney.

I HEREBY APPROVE the foregoing Bond this ___ day of September.
R.W.FLACK, City Manager.

C O N T R A C T

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 24th day of September, 1937, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and V.R.DENNIS, an individual doing business under the firm name and style of V.R.Dennis Construction Company, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH;

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City, f.o.b. San Diego, California:

- 15 Sets 54" concrete pipe forms, in four-foot lengths and
- 15 Sets 60" concrete pipe forms, in five-foot lengths,
- including 3 bottom joint rings for each set furnished, including
- all reinforcing steel, wire, spacebars and chairs required to make,
- respectively, 784 linear feet of 54" diameter and 4,030 linear feet
- of 60" diameter medium reinforced concrete pipe,

all in accordance with the specifications therefor contained in Document No. 304212, on file in the office of the City Clerk of said City.

Said contractor further agrees to furnish, at the convenience of the City of San Diego, and without additional charge, one experienced superintendent who shall be in immediate charge of the work and direct the manufacture of said reinforced concrete pipe.

Said contractor agrees to furnish and deliver said sets of 54" and 60" concrete pipe forms, hereinabove described, within 10 days from and after the execution of this contract.

Said contractor further agrees to furnish and deliver said sets of 54" and 60" concrete pipe forms, hereinabove described, complete for the manufacture of medium reinforced concrete pipe at the following prices:

784 linear feet of 54" diameter, per foot	-----	\$2.75
4,030 " " " 60" " " "	-----	\$2.90

Said price includes the California State Sales Tax.

Said City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of said contractor undertaken by him to be performed, and the acceptance of said medium reinforced concrete pipe, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of Thirteen Thousand Eight Hundred Fifty-three Dollars (\$13,853.00), said payments to be made as follows:

Upon the delivery of said pipe forms, as herein specified, to the satisfaction of the Port Director of said City, 50% of the said contract price shall be paid said contractor. Upon the acceptance of the reinforced concrete pipe by the Port Director of said City 40% of the said contract price shall be paid to the said contractor; and the remaining 10% shall not become due and payable until a release shall have been executed and filed as hereinafter provided, and until five (5) days shall have elapsed after the expiration of the period within which liens may be filed under the provisions of Title IV, Part III, of the Code of Civil Procedure of the State of California. When the terms of the contract shall have been fully complied with to the satisfaction of the Port Director of said City, and when a release of all claims against The City of San Diego under or by virtue of the contract shall have been executed by the contractor, and when five (5) days shall have elapsed after the expiration of the period within which liens may be filed, as hereinabove provided, final payment will be made, at such time, and in such manner as provided by law, of any balance due, including the percentage withheld as above stated, or such portion thereof as may be due the contractor.

Said contractor agrees that he will be bound by each and every part of this contract, and each and every part of the specifications referred to herein, and furnish and deliver said concrete pipe forms, and provide said superintendent, as herein provided.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of said City, shall said City, or any department, board or officer thereof, be liable for any portion of the contract price; also that no extra work shall be done or material furnished by said contractor unless authorized and directed by resolution of the Council of The City of San Diego to that effect.

No interest in this agreement shall be transferred by the contractor to any other party, and any such transfer shall cause annulment of this contract, so far as The City of San Diego is concerned. All rights of action, however, for any breach of this contract are reserved to said City.

IN WITNESS WHEREOF, this contract is executed by the City of San Diego, acting by and through a majority of the members of the Harbor Commission of said City, under and pursuant to Resolution No. 66497 of the Council, authorizing such execution, and the contractor has hereunto subscribed his name, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO

By RUFUS CHOATE

R.H. VanDEMAN

EMIL KLICKA

Members of the Harbor Commission.

V.R.DENNIS CONSTRUCTION CO.

By V.R.DENNIS

V.R.Dennis, an individual doing business
under the firm name and style of V.R.DENNIS
CONSTRUCTION Company,

Contractor.

I HEREBY APPROVE the form of the foregoing contract this 27 day of September, 1937.

D.L.AULT, City Attorney

By H.B.DANIEL, Assistant City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with V.R.Dennis Const. Co. for furnishing equipment for making reinforced concrete pipe for Harbor Department. Being Document No. 304879.

ALLEN H. WRIGHT

(SEAL)

City Clerk of the City of San Diego, California

By Helen M. Wallis Deputy.

A G R E E M E N T

THIS AGREEMENT, made and entered into this 15th day of October, 1937, at and in The City of San Diego, County of San Diego, State of California, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter designated as the "City," acting by and through the City Manager of said City, party of the first part, and STERNE DAVIS, of said City, party of the second part, WITNESSETH:

THAT WHEREAS, the said City is desirous of employing the said second party as a golf professional, to serve as such in and about the Municipal Golf Course and Clubhouse, in Balboa Park, in said City; and to do all things hereinafter required of him; and

WHEREAS, the second party is desirous of entering upon the performance of the services required of him by the City, and expressly covenants and agrees, for and in consideration of the terms and conditions hereinafter provided for, to do and perform all that may be required of him, as hereinafter more particularly set forth;

NOW, THEREFORE, it is mutually understood and agreed between the parties hereto as follows:

(1) That the party of the second part shall and will do and perform the services of a golf professional in and about said course and clubhouse as may be required of him by the City Park Director; that he will at all times, at his own expense, keep on hand and in stock golf supplies and accessories as may be required of him by the patrons of said course; and will for the benefit of patrons of said course, not skilled in the art of playing golf, give such instructions and render to them such aid in acquiring such skill as may be required of him by such patrons.

(2) That said second party will at all times during the life of this agreement keep said clubhouse clean and inviting (excepting that portion occupied by and used for refreshment stand and lunch room), and will prevent intoxicated and/or disorderly persons from using said clubhouse and/or said golf course.

(3) Said second party agrees that the prices charged by him for all golf supplies and accessories sold by him to the patrons of said golf course shall not exceed prevailing prices of similar articles and commodities throughout the City.

(4) Second party further agrees that in no event whatsoever shall The City of San Diego, or any of its officers, be responsible or liable for any injury to persons or damage to property occurring upon said premises, and he does hereby covenant and agree at all times to save said City and its officers harmless from any and all claims arising out of such damage or injury; provided, however, that the negligence of the second party is the cause thereof.

(5) Second party further covenants and agrees that he will at all times during the continuance of this agreement carry in a responsible insurance company compensation insurance sufficient to cover all employees employed by him in and about said premises, and will furnish the City a certificate of the insurance company issuing said policy. Should such insurance company at any time become insolvent, or for any reason said policy of compensation insurance should be cancelled, a like policy of insurance shall be immediately secured, and a certificate thereof filed as hereinabove provided.

That in consideration of the faithful performance of all of the terms and conditions on his part to be performed, the City agrees with the party of the second part as follows:

(a) To pay to the party of the second part, by way of salary, the sum of FIFTY-SEVEN AND 50/100 DOLLARS (\$57.50) per month, payable on the last day of each and every month during the life of this agreement; it being understood and agreed that this agreement and said employment shall be of indefinite duration from the 15th day of October, 1937, and that the same may be cancelled and terminated by either party upon giving to the other thirty (30) days' notice in writing of intention so to do. Nothing in this paragraph, however, shall be construed as requiring the City to give thirty (30) days' notice of termination in the event second party shall be guilty of any breach or default hereunder. In such case the City reserves the right to terminate and cancel this agreement and all rights hereunder immediately upon the occurrence of any such breach or default.

(b) The party of the second part shall, during the life of this agreement, be permitted to use and occupy the living quarters in said clubhouse, and retain any and all moneys received by him from the sale of golf supplies and accessories; from rentals for private lockers used by patrons; for instructions and lessons given patrons, as above provided; and from repairs done and performed by the party of the second part on golf equipment for such patrons.

IN WITNESS WHEREOF, this agreement is executed by The City of San Diego, acting by and through the City Manager thereof, under and pursuant to Section 28 of the Charter of said City, and second party has hereunto affixed his signature, the day and year first hereinabove written.

THE CITY OF SAN DIEGO
Party of the first part.
By R.W.FLACK, City Manager

W. STERNE DAVIS
Party of the second part.

I hereby approve the form of the foregoing Agreement, this 15th day of October, 1937.
D.L.AULT, City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract for services of Sterne Davis as Golf Professional. Being Document No.304913.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California

By Helen M. Wilke Deputy.

A G R E E M E N T

THIS AGREEMENT, made and entered into at and in the City of San Diego, County of San Diego, State of California, this 15th day of October, 1937, by and between THE CITY OF SAN DIEGO, a municipal corporation in said County and State, hereinafter designated as the "City", acting by and through the City Manager of said City, party of the first part, and C.W.TOBIEY, of said city, county and state, hereinafter designated as the "concessionaire", WITNESSETH:

THAT WHEREAS, second party is desirous of securing from the City a privilege and concession to operate a refreshment stand in that certain building owned by the City located in Balboa Park, at the Municipal Golf Course Clubhouse, in said City; and

WHEREAS, said City is willing, upon the terms and conditions hereinafter recited, to grant to second party such privilege and concession;

NOW, THEREFORE, it is understood and agreed between the parties as follows:

(1) That in consideration of the terms and conditions hereinafter recited and agreed to by second party, the said City does hereby grant to second party the privilege and concession to operate and maintain refreshment stands and business in certain buildings located in Balboa Park, at the Municipal Golf Course, in the City of San Diego, for the sale of refreshments, including food, candy, confectionery, cigars, cigarettes, tobacco, and all lawful beverages, and such other articles of merchandise as are commonly or usually sold at refreshment stands in public parks.

The City will furnish at its own expense the electricity and water necessarily used by said second party in the operation of said concession.

That the said concessionaire shall and will pay to the City by way of rental for the use and occupation of said premises, the sum of Fifty Dollars (\$50.00) per month, payable in advance, on or before the 1st day of each and every month during the entire term of said lease.

(2) Second party shall furnish and pay for whatever gas may be consumed in connection therewith.

(3) Second party shall, and does hereby agree to, furnish all equipment necessary for the operation of said concession, other than that which now exists in the above mentioned building, or which may hereafter be voluntarily installed therein by said City. The equipment now in said building consists of a counter, back buffet, grease trap, stools, stove, four (4) tables and chairs. All equipment furnished by the second party shall remain his own property, and may be by him installed and/or removed, providing the same is accomplished without damage to said building or premises.

(4) Second party agrees that the prices for all articles and commodities sold under this concession shall not exceed prevailing prices of similar articles or commodities throughout the city, and that said prices in this respect shall be subject to the approval of the Park Director.

(5) Second party further agrees to keep said concessioned premises clean at all times, and to conduct the same to the satisfaction of the Park Director, and in accordance with all ordinances and regulations of the City of San Diego. That all garbage and refuse shall be kept in sanitary covered cans, and disposed of in accordance with the requirements of the City.

(6) Second party further agrees that he will not permit any intoxicated persons to remain upon the concessioned premises, or any disorderly, boisterous or offensive conduct to occur thereon.

(7) Second party further agrees that all merchandise, commodities and supplies required by him at said concession shall be delivered thereto before ten o'clock A.M. daily, and that the days and hours of operation of said concession shall be the same as the days and hours of operation of the Municipal Golf Course.

(8) Second party further agrees that in no event whatsoever shall The City of San Diego, or any of its officers, be responsible or liable for any injury to persons or damage to property occurring upon said concessioned premises, and he does hereby covenant and agree at all times to save said City and its officers harmless from any and all claims arising out of such damage or injury; provided, however, that the negligence of the second party is the cause thereof.

(9) Second party further covenants and agrees that he will at all times during the continuance of this agreement carry in a responsible insurance company compensation insurance sufficient to cover all employees employed by him in and about said concessioned premises, and will furnish the City a certificate of the insurance company issuing said policy. Should such insurance company at any time become insolvent or for any reason said policy of compensation insurance should be cancelled, a like policy of insurance shall be immediately secured, and a certificate thereof filed as hereinabove provided.

(11) This agreement, together with the privilege and concession herein granted, shall be of indefinite duration from October 15, 1937; provided, however, that the same may be cancelled and terminated by either party upon giving to the other thirty (30) days' notice in writing of intention so to do.

Nothing in this paragraph, however, shall be construed as requiring the City to give thirty (30) days' notice of termination in event second party shall be guilty of any breach or default hereunder. In such case the City reserves the right to terminate and cancel this agreement and all rights hereunder immediately upon the occurrence of any such breach or default.

IN WITNESS WHEREOF, this agreement is executed by the City of San Diego, acting by and through the City Manager thereof, under and pursuant to Section 28 of the Charter of said City, and second party has hereunto affixed his signature, the day and year first hereinabove written.

THE CITY OF SAN DIEGO, First Party.
By R.W.FLACK, City Manager

C. W. TOBEY, Concessionaire.

I HEREBY APPROVE the form of the foregoing Agreement, this 15th day of October, 1937.

D.L.AULT, City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with C.W.Tobey for Concession at Golf Course Clubhouse. Being Document No. 304914.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.

By Helen M. Wilby Deputy.

P E R M I T

Permission is hereby granted to S. CHAPMAN, of the City of San Diego, to operate a Pony Ring Concession in Balboa Park on that certain piece of ground south of the Merry-Go-Round and east of Twelfth Avenue, said piece of ground being of the approximate size of two hundred fifty (250) feet long and thirty (30) feet wide.

Said concession is granted upon the consideration that the concessionaire pay to The City of San Diego twenty-five per cent (25%) of the gross receipts and free ride tickets amounting to five per cent (5%) of said gross receipts, which tickets are for use of orphan children of San Diego, to be used any day except Sunday and holidays.

Said concessionaire, S. Chapman, accepts this permit upon the following conditions:

1.) That all improvements shall be erected by the concessionaire at his own expense; and

That the ponies will at all times be worked in a ring or enclosure.

2. That the premises shall be kept neat, clean and in a sanitary condition, with necessary fly traps provided. That the pony corral shall be kept clean and free of manure and other accumulations. Said sanitary conditions to be maintained at a standard satisfactory to the Director of Parks.

3. Said permit to be for a term of six months from date, with a privilege of renewal. Said concession may be cancelled for cause by the City of San Diego.

4. That the concessionaire shall hold the City of San Diego free and blameless from any liability which may arise out of the use of the premises covered by this permit.

5. That the concessionaire, during the life of this permit, shall keep in full force and effect and filed with The City of San Diego a policy of insurance executed and delivered by a company other than a mutual or reciprocal company as defined by general laws, authorized to carry on an insurance business in the State of California, the financial responsibility of which shall be approved by the City Manager, and by the terms of which insurance said company assumes responsibility for injuries in the following amounts:

Five Thousand Dollars (\$5,000.00) for death or injuries to any one person in any one accident:

Ten Thousand Dollars (\$10,000.00) for death or injuries to two or more persons in any one accident.

Dated this 7th day of October, 1937.

THE CITY OF SAN DIEGO
By R.W.FLACK, Manager.

Accepted and approved by:
S. CHAPMAN

I hereby approve the form of the foregoing Permit this 22nd day of September, 1937.

D.L.AULT, City Attorney
By HARRY S. CLARK, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Permit with S. Chapman for pony ride concession in Balboa Park. Being Document No. 304921.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.

By Helen M. Welch Deputy.

PREFERENTIAL, NON-EXCLUSIVE USE AND OCCUPANCY PERMIT

THIS PERMIT AGREEMENT, made this 1st day of September, 1937, between THE CITY OF SAN DIEGO, acting by and through the Superintendent of Parks thereof, hereinafter sometimes designated as the "City", party of the first part; and THE HOUSE OF PACIFIC RELATIONS, party of the Second Part, WITNESSETH:

THAT WHEREAS, under and subject to the provisions of Ordinance No. 1013 (New Series) of the ordinances of the City, non-commercial, local societies, groups and organizations engaged in civic, social, educational, cultural, recreational or philanthropic work or activities, may, at the discretion of the Park Department of the City and subject to ratification by the City Council, be permitted to establish and maintain regular meeting places and headquarters in certain buildings belonging to the City located in Balboa Park; and

WHEREAS, the party of the second part is a non-commercial body engaged in creating a feeling of peace and harmony among the peoples of all nations,

NOW, THEREFORE, in consideration of the covenants and agreements to be kept and performed by the party of the second part and upon the terms and conditions for the purposes, all as hereinafter contained, the City does hereby grant to the party of the second part a revocable, preferential, but non-exclusive, permit for the use and occupancy of the 15 houses known as the Houses of Pacific Relations.

This permit is granted upon the following terms and conditions, and the party of the second part, in consideration of the granting thereof, hereby covenants and agrees that it will faithfully keep, perform and in all respects be bound by each and every such term and condition, to-wit:

(1) of this permit.

(2) Party of the second part shall save the City harmless from any claim of damage or injury to person or property that may result from such occupancy.

(3) That the City shall not be required to incur any expense or obligation to improve, repair or reconstruct any portion of the building or portion covered by the permit; and that the party of the second part shall, at its own expense, at all times maintain the building or space covered by this permit in a safe, clean and sanitary condition and promptly, when required so to do by the Park Department, make any repairs of damage or depreciation resulting from the occupancy.

(4) Party of the second part shall pay to the City for such use and occupancy the sum of Sixty-five and 70/100 Dollars (\$65.70) per annum for insurance, payable on date of signing of contract.

(5) That the party of the second part shall be required to be responsible for and to pay all charges for light, heat and water furnished for or by reason of such occupancy.

(6) That full jurisdiction and control of the premises covered by this permit shall be and remain in the Park Department, and this permit shall be revocable at any time and at the uncontrolled discretion of the Park Department.

(7) That the general public shall not be wholly or permanently excluded from the building or portion of building covered by this permit; provided, however, that reasonable restrictions may be made, consistently with the right of the public to the use and enjoyment of the park and the building therein, to enable the party of the second part to use the premises for the purposes for which the same are allocated. Any such restrictions shall, before the same are put into effect, be submitted to and receive the written approval of the Park Department.

(8) That the use and occupancy provided for by this permit shall also be subject to such uniform and proper rules and regulations as the Park Department are authorized to make and enforce under the provisions of said Ordinance No. 1013 (New Series) for the use, occupancy, maintenance and care of such buildings or part of buildings as are authorized to be allocated for partial use and occupancy under said ordinance.

IN WITNESS WHEREOF, THIS PERMIT is executed by the City of San Diego, acting by and through the Superintendent of Parks of said City, party of the first part, and the party of the second part, The House of Pacific Relations, the day and year in this permit first above written.

THE CITY OF SAN DIEGO,
By J.G.MORLEY
Superintendent of Parks

THE HOUSE OF PACIFIC RELATIONS,
By JOHN JOHNSON, President
By P.L.BECK, Member of Board
MARIA D.STURM, " " "
J.J.TAVERNA, " " "

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Occupancy Permit with The House of Pacific Relations. Being Document No. 304965.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.

By Helen M. Wilby Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, That we, WESTERN METAL SUPPLY COMPANY, as Principal and HARTFORD ACCIDENT AND INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of Connecticut, as surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of FIVE HUNDRED ELEVEN DOLLARS (\$511.00), lawful money of the United States, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said principal and surety hereby bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

Signed by us, and dated this 7th day of October, 1937.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 7th day of October, 1937, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City:

2200 - Feet 10" O.D. steel gas line pipe, in accordance with the specifications on file in the office of the City Clerk of said City under Document No. 304445;

NOW, THEREFORE, if the said principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the said principal and surety have caused this instrument to be executed, and their corporate names and seals to be hereunto attached, by their proper officers, thereunto duly authorized, the day and year first hereinabove written.

WESTERN METAL SUPPLY COMPANY, Principal.
By B.B. STARKE, Presdt.

(SEAL) ATTEST:
W.C. SHAW, Secy.

HARTFORD ACCIDENT AND INDEMNITY COMPANY
Surety.

(SEAL) ATTEST:
H.C. BARRINGER.

By GEO. H. MURCH, Attorney in fact.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,) ss

On this 7th day of October, before me, Marston Burnham, in the year one thousand nine hundred and thirty seven, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Geo. H. Murch known to me to be the duly authorized Attorney-in-Fact of the Hartford Accident and Indemnity Company, and the same person whose name is subscribed to the within instrument as the Attorney-in-Fact of the said Company, and the said Geo. H. Murch duly acknowledged to me that he subscribed the name of the HARTFORD ACCIDENT AND INDEMNITY COMPANY thereto as Surety and his own name as Attorney-in-Fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

MARSTON BURNHAM
Notary Public in and for San Diego County,
State of California.

(SEAL)
My Commission Expires,
April 27, 1938.

I HEREBY APPROVE the form of the foregoing bond this 11th day of October, 1937.

D.L. AULT, City Attorney
By H.B. DANIEL, Deputy City Attorney.

I HEREBY APPROVE the foregoing bond this 11 day of October, 1937.

R.W. FLACK, City Manager.

C O N T R A C T

THIS AGREEMENT, made and entered into this 11th day of October, 1937, between THE CITY OF SAN DIEGO, a municipal corporation, in the County of San Diego, State of California, acting by and through the City Manager of said City, party of the first part, hereinafter sometimes designated as the City, and the WESTERN METAL SUPPLY COMPANY, party of the second part, hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City:

2200 - feet of 10" O.D. steel gas line pipe, in accordance with the specifications on file in the office of the City Clerk of said City under Document No. 304445.

Contractor agrees to deliver said material from the mill within 56 calendar days from and after the execution of this contract.

Said contractor further agrees to furnish and deliver said material hereinabove described at and for the price of Two Thousand Forty and 72/100 Dollars (\$2040.72). Said price includes the California Sales Tax.

Said City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of said contractor undertaken by it to be performed, and the acceptance of said material and equipment by the City Manager of said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of Two Thousand Forty and 72/100 Dollars (\$2040.72), as follows:

Upon complete delivery of said material and the acceptance of the same by the City Manager of said City, ninety per cent (90%) of the said contract price shall be paid said contractor, and ten per cent (10%) shall not become due and payable until a release shall have been executed and filed as hereinafter provided, and until five (5) days shall have elapsed after the expiration of the period within which liens may be filed under the provisions of Title IV, Part III, of the Code of Civil Procedure of the State of California. When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager of said City, and when a release of all claims against the City of San Diego under or by virtue of the contract shall have been executed by the contractor, and when five (5) days shall have elapsed after the expiration of the period within which liens may be filed, as hereinabove provided, final payment will be made, at such time, and in such manner as provided by law, of any balance due, including the percentage withheld as above stated, or such portion thereof as may be due the contractor.

Said contractor agrees that it will be bound by each and every part of this contract, and furnish and deliver said material and equipment as herein provided.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of said City shall said City, or any department, board or officer thereof, be liable for any portion of the contract price; also that no extra work shall be performed or material or equipment furnished by said contractor unless authorized and directed by resolution of the Council of the City of San Diego to that effect.

No interest in this agreement shall be transferred by the contractor to any other party, and any such transfer shall cause annulment of this contract, so far as The City of San Diego is concerned. All rights of action, however, for any breach of this contract are reserved to said City.

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of the City of San Diego, pursuant to and under Resolution No. 66574 of the Council authorizing such execution, and the contractor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers the day and year in this agreement first above written.

THE CITY OF SAN DIEGO
By R.W.FLACK, City Manager.

WESTERN METAL SUPPLY COMPANY
By B. B. STARKE, Presd't.

ATTEST:
W.C.SHAW, Secy.

I HEREBY APPROVE the form of the foregoing contract, this 11th day of October, 1937.
D.L.AULT, City Attorney
By H.B.DANIEL, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Western Metal Supply Co. Being Document No. 304970.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.

By Helen M. Willy Deputy.

A G R E E M E N T

WHEREAS, Miss Mary L. Floyd, is the owner of Residence under construction at 854 Harbor View, Lot 7&8, Block 2, Subdivision Golden Park Addition and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 20th day of September, 1937, by Mary L. Floyd that she will, for and in consideration of the permission granted her to remove 18 feet of curbing on 18 Harbor View 10 Lucinda Street adjacent to the above described property, bind myself to, and do hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

I further agree that this agreement shall be binding on myself, my heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

MARY L. FLOYD
Owner's Name Mary L. Floyd
1018 Seward St. Hollywood, California.
Address

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,) ss

On this 25th day of September, A.D. Nineteen Hundred and thirty-seven, before me, A.M.Shook a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Mary L. Floyd known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in said County of San Diego, State of California, the day and year in this certificate first above written.

A.M.SHOOK
Notary Public in and for the County of San Diego,
State of California.

(SEAL)

RECORDED OCT 11 1937 30 Min. past 3 P.M. In Book 698 at Page 319 of Official Records, San Diego Co., Cal. Recorded At Request of City Clerk.

O.M.SWOPE, County Recorder
By Deputy R.N.HOWE

I certify that I have correctly transcribed this document in above mentioned book.
ORPHA HARBAUGH #18
Copyist County Recorder's Office, S.D.County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from Miss Mary L. Floyd to the City of San Diego, California. Being Document No. 304924.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.

By Helen M. Willy Deputy.

A G R E E M E N T

WHEREAS, Peterson Realty Company are, is the owner of Lot 4, Block 228 Subdivision Middletown, City of San Diego, County of San Diego, State of California, and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 5th day of October, 1937, by ourselves that we will, for and in consideration of the permission granted to us to remove 25 feet of curbing on Pacific Highway adjacent to the above described property, bind ourselves to, and we hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs us so to do, and comply therewith at our own expense and with no cost or obligation on the part of The City of San Diego.

We further agree that this agreement shall be binding on our successors, and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

(SEAL)

PETERSON REALTY COMPANY
Owner's Name
By H.E.WYLLIE, Secy.
4105 Pacific Highway
San Diego, Calif.
Address

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,) ss

On this 5th day of October, 1937, before me, M.L.Thompson a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared H.E.Wyllie known to me to be the Secretary of the Corporation that executed the within instrument, known to me to be the persons who executed the within Instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal, at my office in the County of San Diego, the day and year in this certificate first above written.

(SEAL)

My Commission Expires,
April 14, 1940.

M.L.THOMPSON
Notary Public in and for the County of San Diego,
State of California.

RECORDED OCT 11 1937 29 Min. past 3 P.M. In Book 699 At Page 326 of Official
Records, San Diego Co., Cal. Recorded At Request of City Clerk.

O.M.SWOPE, County Recorder
By Deputy R.N.HOWE

I certify that I have correctly transcribed this document in above mentioned book.
I.W.M.SAMPLE
Copyist County Recorder's Office, S.D.County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from Peterson Realty Co. to the City of San Diego, California. Being Document No. 304925.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California
By Helen M. Wilby Deputy.

B O N D U.S.G.CO.BOND#1131877
KNOW ALL MEN BY THESE PRESENTS, That we, UNITED STATES PIPE & FOUNDRY COMPANY, as Principal, and UNITED STATES GUARANTEE COMPANY a corporation organized and existing under and by virtue of the laws of New York, as surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of ONE THOUSAND ONE HUNDRED SEVENTY-SIX DOLLARS (\$1176.00), lawful money of the United States, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said principal and surety hereby bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

Signed by us, and dated this 11th day of October, 1937.
THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 11th day of October, 1937, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City:
1960 feet 12", Class 250, B&S super-deLavaud centrifugal cast iron pipe,
in accordance with the specifications therefor on file in the office
of the City Clerk of said City under Document No. 304543.
NOW, THEREFORE, if the said principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.
IN WITNESS WHEREOF, the said principal and surety have caused this instrument to be executed, and their corporate names and seals to be hereunto attached, by their proper officers, thereunto duly authorized, the day and year first hereinabove written.

(SEAL) ATTEST:
H.A.HOOVER, Asst.Secty.

(SEAL)

UNITED STATES PIPE AND FOUNDRY COMPANY
Principal
By D.B.STOKES, W.P.
UNITED STATES GUARANTEE COMPANY
Surety
By CELIA R. PETAR, Attorney-in-Fact.
And A.O.FISKE, Attorney-in-Fact.

STATE OF CALIFORNIA,)
CITY AND COUNTY OF (ss
SAN FRANCISCO,)

On this 11th day of October, in the year nineteen hundred and 1937, A.D., before me, Irene Murphy, a Notary Public in and for the said City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared Celia R. Petar and A.O.Fiske, known to me to be the Attorneys in Fact of the Corporation which executed the within and annexed instrument, and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in said city and county the day and year in this certificate first above written.

(SEAL)

My Commission Expires,
March 10, 1938.

IRENE MURPHY
Notary Public in and for the City and County of
San Francisco, State of California.

I HEREBY APPROVE the form of the foregoing bond this 18th day of October, 1937.
 D.L.AULT, City Attorney
 By H.B.DANIEL, Assistant City Attorney.

I HEREBY APPROVE the foregoing bond this 18th day of October, 1937.
 J.E.COLQUHOUN, Acting City Manager.

C O N T R A C T

THIS AGREEMENT, made and entered into this 18th day of October, 1937, between THE CITY OF SAN DIEGO, a municipal corporation, in the County of San Diego, State of California, acting by and through the City Manager of said City, party of the first part, hereinafter sometimes designated as the City, and the UNITED STATES PIPE AND FOUNDRY COMPANY, party of the second part, hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City:

1960 feet 12", Class 250, B&S super-deLavaud centrifugal cast iron pipe, in 18' lengths, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 304543.

Delivery f.o.b. store yard, 2548 Kettner Boulevard, two (2) days from and after date of execution of this contract.

Said contractor further agrees to furnish and deliver said material hereinabove described at and for the price of Four Thousand Seven Hundred Three and 80/100 Dollars (\$4703.80). Said price includes the California Sales Tax.

Said City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of said contractor undertaken by it to be performed, and the acceptance of said material by the City Manager of said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of Four Thousand Seven Hundred Three and 80/100 Dollars (\$4703.80), as follows:

Upon delivery of said material, and the acceptance of the same by the City Manager of said City, ninety per cent (90%) of the said contract price shall be paid said contractor, and ten per cent (10%) shall not become due and payable until a release shall have been executed and filed as hereinafter provided, and until five (5) days shall have elapsed after the expiration of the period within which liens may be filed under the provisions of Title IV, Part III, of the Code of Civil Procedure of the State of California. When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager of said City, and when a release of all claims against The City of San Diego under or by virtue of the contract shall have been executed by the contractor, and when five (5) days shall have elapsed after the expiration of the period within which liens may be filed, as hereinabove provided, final payment will be made, at such time, and in such manner as provided by law, of any balance due, including the percentage withheld as above stated, or such portion thereof as may be due the contractor.

Said contractor agrees that it will be bound by each and every part of this contract, and furnish and deliver said material as herein provided.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of said City shall said City, or any department, board or officer thereof, be liable for any portion of the contract price; also that no extra work shall be performed or material or equipment furnished by said contractor unless authorized and directed by resolution of the Council of the City of San Diego to that effect.

No interest in this agreement shall be transferred by the contractor to any other party, and any such transfer shall cause annulment of this contract, so far as The City of San Diego is concerned. All rights of action, however, for any breach of this contract are reserved to said City.

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of the City of San Diego, pursuant to and under Resolution No. 66624 of the Council authorizing such execution, and the contractor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers the day and year in this agreement first above written.

THE CITY OF SAN DIEGO;
 By J.E.COLQUHOUN, Acting City Manager.

UNITED STATES PIPE AND FOUNDRY COMPANY
 Contractor.

(SEAL) ATTEST:
 H.A.HOOVER, Asst. Secty.

By D.B.STOKES, V.P.

I HEREBY APPROVE THE form of the foregoing contract, this 18th day of October, 1937.
 D.L.AULT, City Attorney
 By H.B.DANIEL, Assistant City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with United States Pipe & Foundry Co. Being Document No. 305090.

ALLEN H. WRIGHT
 City Clerk of the City of San Diego, California

By Helen M. Willy Deputy.

A G R E E M E N T

WHEREAS, H.F.Schnell is the owner of Lots 1 & 2 Block 18 Subdivision Gardner's Addition in the City of San Diego, County of San Diego and State of California, and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the Ordinances of The City of San Diego, California, prohibit the removal of any curbing on the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 14th day of July, 1937, by H.F.Schnell that he will, for and in consideration of the permission granted him to remove 120 feet of curbing on Cor. 17th & C Sts. street adjacent to the above described property, bind him to, and he hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of the City of San Diego.

He further agrees that this agreement shall be binding on him, his heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

H.F.SCHNELL
Owner's Name
945 C Street - San Diego, Calif.
Address

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 14th day of July, A.D. Nineteen Hundred and 37, before me, C.A. Maher a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared H.F. Schnell known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL) C.A. MAHER
Notary Public in and for the County of San Diego,
State of California.

RECORDED JUL 20 1937 49 Min. past 3 P.M. In Book 681 At Page 7 of Official Records, San Diego Co., Cal. Recorded At Request of City Clerk.

O.M.SWOPE, County Recorder
By Deputy D. COLE

I certify that I have correctly transcribed this document in above mentioned book.

ORPHA HARBAUGH #18

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from H.F. Schnell to the City of San Diego, California. Being Document No. 303700.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.

By Helen M. Willig Deputy.

A G R E E M E N T

WHEREAS, Dean E. Yale, is the owner of Lot 11, Block 6, Subdivision Point Loma Heights, in the City of San Diego, California, and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of the City of San Diego, California, prohibit the removal of any curbing on the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 19th day of July, 1937, by Dean E. Yale that he will, for and in consideration of the permission granted him to remove 10 feet of curbing on Poe Street adjacent to the above described property, bind himself to, and he does hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of the City of San Diego.

He further agrees that this agreement shall be binding on himself, his heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

DEAN E. YALE
Owner's Name
4002 El Cajon Ave.
Address.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 19th day of July, A.D. Nineteen Hundred and Thirty-seven, before me, E.H. Brooks a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Dean E. Yale known to me to be the person described in and whose names is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in _____, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL) E.H. BROOKS
Notary Public in and for the County of San Diego,
State of California.

RECORDED JUL 24 1937 ___ Min. past 11 A.M. In Book 679 At Page 128 of Official Records, San Diego Co., Cal. Recorded At Request of Grantee.

O.M.SWOPE, County Recorder
By Deputy D. COLE

I certify that I have correctly transcribed this document in above mentioned book.

NOLA N. PFAHLER

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from Dean E. Yale on Poe Street to the City of San Diego, California. Being Document No. 303768.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.

By Helen M. Willig Deputy.

AGREEMENT

WHEREAS, W.D.O'Neal, is the owner of Lot 12, Block 6, Subdivision Point Loma Heights in the City of San Diego, California; and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the Ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 19th day of July, 1937, by W.D.O'Neal that he will, for and in consideration of the permission granted him to remove 10 feet of curbing on Poe Street adjacent to the above described property, bind himself to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of the City of San Diego.

He further agrees that this agreement shall be binding on himself, his heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

W.D.O'NEAL
Owner's Name
4331 - 40th St.
Address

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,) ss

On this 10th day of July, A.D. Nineteen Hundred and Thirty-seven before me, E.H.Brooks a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared W.D.O'Neal known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in _____, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)

E.H.BROOKS
Notary Public in and for the County of San Diego,
State of California.

RECORDED JUL 24 1937 ___ Min. past 11 A.M. In Book 679 At Page 129 of Official Records, San Diego Co., Cal. Recorded At Request of Grantee.

O.M.SWOPE, County Recorder
By Deputy D. COLE

I certify that I have correctly transcribed this document in above mentioned book.

NOLA N. PFAHLER
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from W.D.O'Neal to the City of San Diego, California. Being Document No. 303769.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California

By Helen M. Wallig Deputy.

A G R E E M E N T

WHEREAS, F.Lucille Wade, is the owner of Lot C, Block 59, Subdivision Horton's Addition, San Diego, California, and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 20th day of October, 1937, by F. Lucille Wade that she will, for and in consideration of the permission granted her to remove 30 feet of curbing on Seventh Street adjacent to the above described property, bind her to, and she hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs her so to do, and comply therewith at her own expense and with no cost or obligation on the part of the City of San Diego.

She further agrees that this agreement shall be binding on her, her heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

F. LUCILLE WADE
Owner's Name
2262 Island Ave.
Address

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,) ss

On this 20 day of October, A.D. Nineteen Hundred and Thirty-seven, before me, Don Dunann, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared F. Lucille Wade known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)

My Commission Expires,
May 23, 1941.

DON DUNANN
Notary Public in and for the County of San Diego,
State of California.

RECORDED OCT 25 1937 28 Min. past 9 A.M. In Book 712 At Page 259 of Official Records, San Diego Co., Cal. Recorded At Request of City of San Diego.

O.M.SWOPE, County Recorder

By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.

W.J.McCARTHY

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from F. Lucille Wade to the City of San Diego, California. Being Document No. 305121.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California

By Helen M. Willig Deputy.

A G R E E M E N T

THIS AGREEMENT, made and entered into this 30th day of September, 1937, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, acting by and through the Manager thereof, party of the first part, hereinafter sometimes referred to as the "Owner," and CHARLES QUAYLE and EDWARD QUAYLE, doing business as co-partners under the firm name of QUAYLE BROTHERS, and A.O. TREGANZA, parties of the second part, hereinafter sometimes referred to as the "Architects," WITNESSETH:

WHEREAS, the parties hereto did heretofore on the 5th day of October, 1936, enter into an agreement whereby said Architects were employed to render architectural services to said City in connection with the construction of police headquarters, city jail and city police court, including the preparation and furnishing of large scale and full size detail drawings, responsible architectural supervision of the work during construction and the giving of such architect's certificates as might be required, together with the preparation of such additional detail specifications, forms of proposals and contracts as might be necessary for the letting of a contract by the Owner for the construction of said buildings, the keeping of accounts and the general administration of the business and supervision of the construction work, for a total compensation equal to seven per cent (7%) of the actual cost of the construction work ordered by and performed for the Owner, which said agreement is filed in the office of the City Clerk, bearing Document No. 300437, and is recorded in Book 9, page 271, records of said City Clerk; and

WHEREAS, said agreement was subsequently, to-wit, on the 10th day of March, 1937, amended in certain particulars, which said amendment is on file with the City Clerk, bearing Document No. 301793, and recorded in Book 9, page 314, records of said City Clerk; and

WHEREAS, the plans, drawings and specifications required to be furnished by the Architects under said agreement were for structures estimated by the Owner to cost approximately the sum of \$335,000.00; and

WHEREAS, said Architects, pursuant to said agreement as amended, have completed to the satisfaction of the City the preparation of large scale and full size detail drawings and detail specifications necessary for the letting of a contract by the Owner for the construction of said buildings, upon the basis of an estimated cost of \$335,000.00, and are ready, willing and able to proceed with the architectural supervision of the work during construction and render such architectural services in connection therewith as were contemplated in said agreement; and

WHEREAS, the Owner is at this time financially unable to proceed with said construction work upon the scale and to the extent originally contemplated when said agreement was entered into; and

WHEREAS, the parties hereto, in view of such changed condition and circumstances, desire to enter into a new agreement replacing and terminating said agreement of October 5, 1936, as amended;

NOW, THEREFORE, in consideration of the premises and of the mutual promises, things and matters hereinafter recited, the parties hereto do hereby agree together as follows:

(1) That the execution of this agreement shall operate to cancel and terminate the agreement between the parties hereto entered into on the 5th day of October, 1936, as amended by the agreement of March 10, 1937, hereinabove referred to, and all of the reciprocal rights, duties and obligations therein provided for shall be of no further force and effect.

(2) Upon the execution of this agreement The City of San Diego shall pay to said Architects, and said Architects agree to accept, in full payment for all architectural work and services performed and rendered by them, pursuant to or under said agreement of October 5, 1936, as amended, the sum of ten thousand and seventy-five dollars (\$10,075.00), and to make, without further charge to the Owner, any and all changes or additions to the plans, drawings and specifications for the construction of police headquarters, city jail and city police court heretofore prepared by said Architects and now on file with the City Clerk of said City, that may be required or necessary in order to enable the City of San Diego to let a contract or contracts for the construction of a portion or portions thereof.

Said Architects further agree at their own expense to furnish to the Owner a sufficient number of complete sets of plans, specifications and documents, in addition to the set delivered to and filed with the City Clerk, to meet all requirements in and about the letting of a contract or contracts for the construction of a portion or portions of all of the work, as the case may be, to which said plans and specifications relate.

(3) The Owner does hereby retain said Architects to render the usual professional services rendered by architects in the nature of responsible architectural supervision during construction and the giving of such architect's certificates as may be required, the keeping of accounts, and the general administration of the business and supervision of construction of such portion or portions of the construction of police headquarters, city jail and city police court, in accordance with said plans and specifications, as the City may from time to time undertake.

(4) For such services the Owner will pay and the Architects will accept as full compensation therefor a sum of money equal to two and one-half per cent (2-1/2%) of the actual cost of such construction work as may be ordered by and performed for the Owner. The actual cost of the work as herein referred to means the cost to the Owner, but such cost shall not include any architect's or engineer's fees or reimbursements or the cost of a Clerk of the Works. Payment to the Architects up to ninety per cent (90%) of the total amount of the compensation in this paragraph provided for shall be made as follows:

Upon the awarding and execution of a construction contract or contracts a sum equal to one and one-half per cent (1-1/2%) of the contract price; and thereafter the balance of said ninety per cent (90%) of the total compensation provided for in this paragraph shall be paid in equal monthly installments computed over the construction period; the first of which said installments shall be payable one month after actual construction

work on said buildings begins, and a like sum each month thereafter while actual construction work is in progress until ninety per cent (90%) of the total fee or compensation shall have been paid. The remaining ten per cent (10%) shall not become due and payable until the formal acceptance of the work required to be performed by any such contract or contracts, and until a release of all claims shall have been executed by the Architects under and by virtue of this agreement in so far as it relates to their duties of architectural supervision during the performance of any particular construction contract awarded by the Owner for a portion of the work originally contemplated in accordance with said plans and specifications, and when five days shall have elapsed after the expiration of the period within which liens may be filed under the provisions of Title IV, Part III of the Code of Civil Procedure of the State of California, final payment will then be made at such time and in such manner as provided by law of any balance due, including the percentage withheld as above stated, or such portion thereof as may be due the Architects.

It is understood and agreed that the obligation of the Architects to render the services herein provided for shall be a continuing one; it being contemplated that the Owner will probably award contracts from time to time for the construction of units or portions of said buildings, and that whenever any such contract is awarded by the Owner the Architects shall be required to render during the performance thereof the services herein contemplated.

(5) Should the Architects be required to perform extra services or incur additional expense due to the delinquency of a contractor, or due to the insolvency of a contractor, or due to changes ordered by the Owner, or as a result of damage to the structures by fire, earthquake or the elements, they shall be reimbursed in a reasonable amount or amounts for such extra expense and/or services involved. Payments to the Architects other than those on their fee shall fall due from time to time as their work is done or as costs are incurred.

(6) The Architects will use every reasonable effort to guard the Owner against defects and deficiencies in the construction work, but they do not guarantee the quality of labor or materials or the completion of the construction work. The supervision of the work to be furnished by the Architects is to be distinguished from the continuous personal superintendence furnished by a Clerk of the Works or Superintendent of the Works, which latter service it is understood shall be furnished without cost to the Architects.

(7) The Owner shall, so far as the work under this agreement may require, and to the extent that the same has not already been supplied, furnish the Architects with the following information;

A complete and accurate survey of the building site, giving the grades and lines of streets, pavements and adjoining properties; the rights, restrictions, easements, boundaries and contours of the building site; and full information as to sewer, water, gas and electrical service.

(8) If and when requested so to do the Architects will furnish the Owner with preliminary estimates of the cost of any portion or portions of the construction work which the Owner desires to undertake, but no such estimate shall be regarded other than an approximation.

(9) The Architects do hereby irrevocably appoint and authorize Charles Quayle as the person who shall in all matters arising under or connected with this agreement or the performance thereof, or any dealings hereunder with the Owner, represent the parties of the second part; provided, however, that in the event of the death or inability of the said Charles Quayle to act, then and in that event the Architects shall appoint either Edward Quayle or A.O. Treganza in the place and stead of the said Charles Quayle.

The death or inability to act of any of said Architects shall not relieve the survivor or survivors from the rendition of the services herein required, and such survivor or survivors shall continue to perform the same to the best of his or their ability.

(10) In all relations between the parties hereunder the said Architects shall have the right to rely and shall be fully protected in relying upon the authority of the City Manager to exercise jurisdiction over the construction work.

(11) It is mutually agreed that in no case unauthorized by the Charter of the City of San Diego shall said City, or any department, board or officer thereof be liable for any portion of the contract price; also, that no extra work shall be done nor additional expense incurred by the Architects unless they are authorized and directed in writing so to do by the City Manager of said City.

(12) No interest in this agreement shall be transferred by the Architects to any other person, and any such transfer shall cause annulment of this contract so far as the Owner is concerned. All rights of action for any breach of this contract by the Architects are reserved to the Owner.

IN WITNESS WHEREOF, The City of San Diego has caused this agreement to be signed by its City Manager, and attested by its City Clerk, as party of the First part, and the parties of the second part have hereunto subscribed their names the day and year first above written.

This agreement is so executed in three parts, each one of which shall be deemed to be an original.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy.

THE CITY OF SAN DIEGO
By R.W. FLACK, City Manager.

CHARLES QUAYLE
EDWARD QUAYLE
Co-partners doing business under the firm
name of QUAYLE BROTHERS.
A.O. TREGANZA
Parties of the second part.

I hereby approve the form of the foregoing Agreement this 25th day of September, 1937.

D.L. AULT, City Attorney
By H.B. DANIEL, Assistant City Attorney.

CERTIFICATE OF CITY AUDITOR AND COMPTROLLER. I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the attached contract or agreement authorized by Resolution No. 66529, adopted September 14, 1937, can be incurred without the violation of any of the provisions of the Charter of the City of San Diego; and I do hereby further certify, in conformity with the requirements of Section 80 of the Charter of the City of San Diego, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said moneys now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.
Dated October 19th, 1937.

G.F. WATERBURY
Auditor and Comptroller of the City of San Diego, California.
To be paid out of Ordinance 1169 N.S. \$10,075.00.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Quayle Bros. & A.O.Treganza. Being Document No. 305129.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By Helen M. Willig Deputy.

A G R E E M E N T

THIS AGREEMENT, made and entered into this 7th day of August, 1937, by and between the STATE PARK COMMISSION OF CALIFORNIA, party of the first part, hereinafter designated as "Commission" and THE CITY OF SAN DIEGO, a municipal corporation, organized and existing under and by virtue of the laws of the State of California, and acting by and through a majority of the members of its Council, hereinafter called the "City", party of the second part, WITNESSETH:

WHEREAS, the said Commission has acquired certain real property in the City of San Diego as a part of its State Park System, which said real property is hereinafter more particularly described; and

WHEREAS, said Commission is permitted and authorized under the laws of the State of California to contract with cities and counties for the care, maintenance and control, for the purposes of the State Park System, of any real property owned or acquired by said Commission for park purposes; and

WHEREAS, it is the opinion of said Commission that a more advantageous use, care, maintenance and control of said real property hereinafter described, for the purposes of said State Park System, will be had and obtained if said real property is controlled, maintained and developed for a playground and recreational and amusement center, and public beach for recreational purposes, and, to that end, that the use, care, maintenance and control of said real property, for the purposes of the State Park System, be placed under the jurisdiction of said City and the expense of said care, maintenance and control be borne by the said City; and

WHEREAS, said City is desirous of having the care, maintenance and control of said real property for the purpose of same as aforesaid;

NOW, THEREFORE, In consideration of the premises, the parties hereto agree as follows, to-wit:

That said City shall have, for a period of five (5) years from and after the date hereof, the care, maintenance and control of the real property herein described, together with all of the tenements, hereditaments and appurtenances thereunto appertaining, for the purposes of the State Park System, and to that end said City shall thereupon and during said period of years have jurisdiction of and over said property for the purposes of developing, maintaining, controlling, using and operating the same as and for a playground and recreational center and public beach for recreational purposes.

That said Commission, its successor, or such officer or person having authority to act in that behalf, if thereto requested, shall and will grant a further period or term of five (5) years for the use, control and management of said premises, upon the same conditions and covenants herein contained, and that said Commission, its successor, or such officer or person having authority to act in that behalf, if thereto requested, shall and will grant other and further five-year periods or terms for the use, control and management of said premises, upon the same terms, conditions and covenants herein contained, if requested by the City so to do. It is the intent and purpose of this lease, and the Commission hereby covenants and agrees, in consideration of the faithful performance by said City of all of the terms and conditions on its part to be performed, to grant to the City the option of successive five-year period extensions of the term of this lease, to the end that said City, if it should so desire, may continue in the use, control and management of the within described premises for a total period of not to exceed fifty (50) years from and after the date of the execution of this lease.

That during said period of time said City shall pay or cause to be paid all and singular the costs of developing, maintaining, controlling, using and operating said real property for said purposes, and said Commission shall not during said period be called upon or be liable for the cost of said development, maintenance, control, use or operation, or for any part or portion thereof.

That while said City develops, maintains, controls, uses and operates said real property as and for said recreational purposes, the same shall at all times be accessible and subject to the use and enjoyment of the citizens of the State of California and of all other persons permitted to use and enjoy the same, subject, however, in the matter of such use and enjoyment, to the jurisdiction of said City in conformity with this Agreement.

That said City, for and during said term, or the renewal thereof, if any, unless this Agreement is sooner terminated, does hereby agree to operate said property as and for a playground, recreational and amusement center, and public beach for recreational purposes, and for no other purpose.

That said City shall have the right to grant concessions in or upon said premises which are in keeping with the objects and purposes of said Park, as hereinbefore indicated.

That said City agrees to keep said premises and the buildings thereon in as good state and condition as the same are now, reasonable use and wear thereof and damage by the elements excepted, provided, however, that in the event said buildings, the furnishings therein, machinery or other equipment therein, shall be damaged or destroyed either by fire or any other cause whatever, negligence of the duly authorized and designated agents of said City alone excepted, the City shall not be liable for the payment or restoration thereof;

IT IS FURTHER AGREED that said City shall not be liable for the payment of any liens whether or not such liens have now accrued or may accrue during the term, unless the same were caused by it or suffered to be made on account of its care, management and control of said property.

That said Commission, its successor, or such officer or person having authority to act in that behalf, if thereto requested, ninety (90) days before the expiration of the term herein specified, shall and will grant a further period, or term, of five (5) years for the use, control and management of said premises, upon the same conditions and covenants herein contained.

That whenever notice is required to be given by the City in compliance with the provisions of this agreement, such notice, when deposited in the United States Post Office, or any of its branches or mailing receptacles in the City of San Diego for mailing, addressed to said Commission, at San Francisco, California, shall be deemed a sufficient compliance.

IT IS FURTHER UNDERSTOOD AND AGREED between the parties hereto that this Agreement is subject to all the provisions of the Charter of said City and the general laws thereunto appertaining.

Said real property consists of the following tract or parcel of land situate, lying and being in The City of San Diego, County of San Diego, State of California, bounded and described as follows:

PARCEL NO. 1.

Beginning at a point (at the intersection of the south line of Prado with the west line of the West Drive - also known as West Way of Mission Boulevard), which bears south 22° 18' 30" East a distance of 910.25 feet from the southwest corner of Block 96, Mission Beach, California, according to Map No. 1809, filed in the County Recorder's Office, San Diego County, California, as the true point of beginning; thence from the true point of beginning south 87° 12' west 446.33 feet to the westerly side of the seawall, and thence continuing to the mean high tide line; thence northerly along the mean high tide line to the point of intersection with the southerly line of Ventura Place produced westerly; thence north 87° 12' east along the said southerly line of Ventura Place produced westerly and the southerly line of Ventura Place to its intersection with the west line of the West Drive of Mission Boulevard; thence in a southerly direction along said west line of the West Drive of Mission Boulevard to the true point of beginning.

TOGETHER WITH any and all buildings and improvements thereon (except the Giant Dipper or Roller Coaster and structures thereunder, and except the Roller Skating Rink Building), and all furniture, fixtures, machinery and equipment situated therein, and which is owned by the Mission Beach Company, and the appurtenances thereto, and the reversion and reversions, remainder and remainders, rents, issues, incomes and profits thereof.

SUBJECT, however, to all leases, conditions and reservations contained in that certain conveyance executed by Mission Beach Company, a corporation, to the State of California, dated July 5, 1934, and recorded in Book 323 of Deeds, at Page 340 et seq., Official Records of San Diego County, California.

PARCEL NO. 2.

Beginning at the intersection of the north line of the subway with the west line of the West Drive (known also as West Way) of Mission Boulevard which point bears south 23° 40' 05" east a distance of 852.23 feet from the southwest corner of Block 96, Mission Beach, California, according to Map No. 1809, filed in the County Recorder's Office, San Diego County, California, as the true point of beginning; thence from the true point of beginning north 87° 12' east 16.83 feet to a point on the east line of the West Drive of Mission Boulevard; thence north 2° 48' west along the said east line of the West Drive of Mission Boulevard 40.25 feet to a point; thence north 87° 12' east 92.56 feet to a point; thence south 73° 3' east 35.92 feet to a point; thence north 87° 12' east 37.20 feet to a point; thence south 2° 48' east 28.83 feet to a point; thence north 87° 12' east 131.85 feet to the intersection with the mean high tide line, as shown on Miscellaneous Map No. 72, filed in the County Recorder's Office, San Diego County, California; thence along the said mean high tide line south 10° 57' east 27.74 feet to a point; thence south 87° 12' west 158.70 feet to a point; thence south 8° 32' west 9.25 feet to a point on the easterly line of the East Ramp; thence along the easterly line of the East Ramp south 2° 48' east 189.75 feet to the southeast corner of the said East Ramp; thence south 87° 12' west 138 feet to a point on the east line of the West Drive of Mission Boulevard; thence along the said east line of the West Drive of Mission Boulevard north 2° 48' west 198.9 feet to an intersection of the south line of the subway with the east line of the West Drive of Mission Boulevard; thence south 87° 12' west 16.83 feet to an intersection of the west line of the West Drive of Mission Boulevard with the south line of Subway; thence north 2° 48' west 27.20 feet to the true point of beginning.

TOGETHER WITH any and all buildings and improvements thereon not hereafter specifically excepted, and except machinery in the sub-station owned by San Diego Consolidated Gas and Electric Company.

EXCEPTING THEREFROM, that portion of the above described property lying within the 35 foot strip of land shown on Map No. 1651 of Mission Beach on file in the office of the County Recorder of said County as "Right of Way of Bay Shore Railroad Company (Private Property)," said 35 foot strip now including the operative right of way of the San Diego Electric Railway Company, the center line of said 35 foot strip being the center line of the San Diego Electric Railway Company's double track as now located and further described as being parcel to and midway between the east and west drives of Mission Boulevard.

EXCEPTING, also, the street railway tracks, side tracks, poles and overhead construction of San Diego Electric Railway Company as now existing situated on said conveyed premises, together with the perpetual right and easement of San Diego Electric Railway Company hereafter to maintain said reserved operative street railway property and all necessary replacements and renewals thereof on said premises and to operate its street railway thereon; and excepting and reserving an easement to the general public for access to the street railway waiting platform in the same manner as such access at present exists.

PARCEL NO. 3.

A portion of Pueblo Lot 1803 of the Pueblo Lands of San Diego, California, according to Map thereof made by James Pascoe in the year 1870, a copy of which is filed in the office of the County Recorder of San Diego County, California, more particularly described as follows, to-wit: Beginning at the intersection of the southerly line of Ventura Place and the westerly line of Ocean Front Walk as shown on Map 1809 of Mission Beach, California, filed in the Office of the County Recorder of San Diego County, California; thence northerly along the westerly line of Ocean Front Walk and its northerly prolongation to the northerly line of an unnamed Alley lying northerly of Blocks 247 and 248 of said Mission Beach, said northerly line of said unnamed Alley being also the southerly boundary line of Block 389 of Pacific Beach, as shown on said Map 1809; thence westerly along the westerly prolongation of the northerly line of said unnamed Alley to the mean high tide line; thence southerly along the mean high tide line to its intersection with the westerly prolongation of the southerly line of Ventura Place; thence easterly along the westerly prolongation of the southerly line of Ventura Place to the point of beginning.

EXCEPTING from the foregoing described parcel of land that portion granted to The City of San Diego for seawall construction and described in Deed to the said City of San Diego, dated October 9, 1926, and recorded in Book 1221 of Deeds, at Page 475 of the Records of San Diego County, California.

IT IS UNDERSTOOD AND AGREED between the parties hereto that certain leases and agreements have heretofore been entered into respecting said Mission Beach Amusement Center, and that said property was acquired from the Mission Beach Company subject thereto, The following are the leases and agreements:

(a) Lease dated August 29, 1924, between Mission Beach Company, lessor, and Edward A. Kickham, lessee, for a term of Fifteen (15) years, expiring August 29, 1939, covering the Roller Skating Rink; said lease was modified by a written agreement dated April 23, 1936.

(b) Lease dated the 21st day of February, 1925, between Mission Beach Company and Prior and Church, a copartnership, for a term of Fifteen (15) years, expiring on February 21, 1940, which lease was assigned on August 13, 1926, by said lessees to Mission Beach Coaster Company a corporation; said lease covers a concession known as the Roller Coaster or Giant Dipper;

(c) Agreement dated November 29, 1925, between Mission Beach Company and Prior and Church, covering the operation of a miniature railroad.

(d) Concession agreement between the State Park Commission and Ernest Pickering, dated June 1, 1935.

IN WITNESS WHEREOF, this Agreement is executed by said Commission on behalf of the State of California, and by the City, acting by and through a majority of the members of the Council of said City, pursuant to Resolution No. 66020, adopted by said Council on the 1st day of June, 1937.

ATTEST:
JOHN H. COVINGTON, Secretary

STATE PARK COMMISSION OF CALIFORNIA
By J.R.KNOWLAND, Chairman

APPROVED:
GEO. D. NORDENHOLT, Director
Department Natural Resources

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk

THE CITY OF SAN DIEGO
By P.J.BENBOUGH
W.C.CRANDALL
RAYMOND M. WANSLEY
ADDISON E. HOUSH
HERBERT E. FISH
BRUCE R. STANNARD
JOHN S. SIEBERT
Members of the Council.

I hereby approve the form of the foregoing Agreement this 7th day of August, 1937.
D.L.AULT, City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with State Park Commission of California. Re: Mission Beach Amusement Center. Being Document No. 305287,

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California

By Helen M. Wallig Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, That SAM L. HALL, FRED G. GOSS and BASIL GUTHRIE, co-partners doing business under the firm name and style of ELECTRIC SUPPLIES DISTRIBUTING COMPANY, as Principals and GREAT AMERICAN INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are hied and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of ONE HUNDRED NINETY DOLLARS (\$190.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principals hereby bind themselves, their heirs, executors, administrators and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 30th day of October, 1937.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to Furnish and Deliver f.o.b. San Diego, City's Electrical Department at 20th and B Streets:

35 - 6000-10,000 lumen isolating current street lighting transformers, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 304749, referred to in said contract, and for the contract price therein set forth.

NOW, THEREFORE, if the said principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

SAM L. HALL
FRED G. GOSS
BASIL GUTHRIE
CO-partners doing business as
Electric Supplies Dist. Co.
Principals.

GREAT AMERICAN INDEMNITY COMPANY, Surety
By EWART W. GOODWIN, Attorney-in-Fact.

(SEAL)

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 30th day of October in the year one thousand nine hundred and thirty-seven, before me L. Doster a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Ewart W. Goodwin known to me to be the Attorney-in-Fact of the Great American Indemnity Company, the Corporation described in and that executed the within instrument, and also known to me to be the person who executed it on behalf of the Corporation therein named, and he acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office, in the said County of San Diego, the day and year in this certificate first above written.

L. DOSTER
Notary Public in and for the County of San Diego,
State of California.

(SEAL)
My Commission Will Expire,
Oct. 2, 1939.

I hereby approve the form of the within Bond, this 2d day of November, 1937.
D.L.AULT, City Attorney
By H.B.DANIEL, Deputy City Attorney.

I HEREBY APPROVE the foregoing bond this 2nd day of November, 1937.
R.W.FLACK, City Manager.

C O N T R A C T

THIS AGREEMENT, Made and entered into At The City of San Diego, State of California, this 2nd day of November, 1937, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and SAM L. HALL, FRED G. GOSS and BASIL GUTHRIE, co-partners doing business under the firm name and style of ELECTRIC SUPPLIES DISTRIBUTING COMPANY, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City:

35 - 6000-10,000 lumen isolating current street lighting transformers, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 304749.

Delivery f.o.b. San Diego, City's Electrical Department at 20th and B Streets.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

35 - 600 -10,000 lumen isolating current street lighting transformers at \$21.07 each or the total price of Seven Hundred Fifty-nine and 57/100 Dollars, which price includes the California Sales Tax.

Said contractor agrees to begin delivery of said material within nine (9) days from and after the date of the execution of this contract, and to complete said delivery on or before the ___ day of November, 1937.

Said City, in consideration of the furnishing and delivery of said material by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said material by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit:

Upon complete deliver of said equipment, and the acceptance of the same by the City Manager of said City, ninety per cent (90%) of the said contract price shall be paid said contractor, and ten per cent (10%) shall not become due and payable until a release shall have been executed and filed as hereinafter provided, and until five (5) days shall have elapsed after the expiration of the period within which liens may be filed under the provisions of Title IV, Part III, of the Code of Civil Procedure of the State of California. When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager of said City, and when a release of all claims against the City of San Diego under or by virtue of the contract shall have been executed by the contractor, and when five (5) days shall have elapsed after the expiration of the period within which liens may be filed, as hereinafore provided, final payment will be made, at such time, and in such manner as provided by law, of any balance due, including the percentage withheld as above stated, or such portion thereof as may be due the contractor.

Said contractor hereby agrees that they will be bound by each and every part of this contract, and deliver and cause to be delivered all of said material, as herein specified.

No interest in this agreement shall be transferred by the contractor to any other party, and any such transfer shall cause annulment of this contract so far as The City of San Diego is concerned. All rights of action, however, for any breach of this contract are reserved to said City.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of the City of San Diego, or the general laws in effect in said City, shall said City or any department, board of officer thereof, be liable for any portion of the contract price; also that no extra work shall be done by said contractor unless authorized and directed by resolution of said Council to that effect.

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of the City of San Diego, pursuant to and under Resolution No. 66692 of the Council authorizing such execution, and the contractor has caused this instrument to be signed the day and year in this agreement first above written.

THE CITY OF SAN DIEGO,
By R.W.FLACK, City Manager

SAM L. HALL
FRED G. GOSS
BASIL GUTHRIE
Co-partners doing business under the firm
name and style of ELECTRIC SUPPLIES DIST.COMPANY
Contractor.

I HEREBY APPROVE the form of the foregoing contract, this 2d day of November, 1937.

D.L.AULT, City Attorney
By H.B.DANIEL, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Electric Supplies Distributing Co. Being Document No. 305322.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.

By Helen M. Willig Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, That WESTERN METAL SUPPLY COMPANY 215 Seventh Avenue, San Diego, California, as Principal and HARTFORD ACCIDENT AND INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of Connecticut as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of THREE HUNDRED THIRTY-FIVE DOLLARS (\$335.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 1st day of November, 1937.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish and deliver -

2000 - Feet of Underwriters labeled double cotton jacketed rubber lined
2-1/2" fire hose,

in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

NOW, THEREFORE, if the said principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

(SEAL) ATTEST: W.C.SHAW, Sec'y.

(SEAL) ATTEST:

H.C.BARRINGER

WESTERN METAL SUPPLY COMPANY, Principal.

By B.B.STARKE, Presdt.

HARTFORD ACCIDENT AND INDEMNITY COMPANY, Surety.

By L.W.BARNEY, Attorney in fact.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 1st day of November, before me, Marston Burnham, in the year one thousand nine hundred and thirty-seven, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared L.W.Barney known to me to be the duly authorized Attorney-in-Fact of the Hartford Accident and Indemnity Company, and the same person whose name is subscribed to the within instrument as the Attorney-in-Fact of the said Company, and the said L.W.Barney duly acknowledged to me that he subscribed the name of the HARTFORD ACCIDENT AND INDEMNITY COMPANY thereto as Surety and his own name as Attorney-in-Fact.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

MARSTON BURNHAM
Notary Public in and for San Diego County,
State of California.

(SEAL)
My Commission Expires,
April 27, 1938.

I hereby approve the form of the within Bond, this 2nd day of November, 1937.
D.L.AULT, City Attorney
By J.H.McKINNEY, Deputy City Attorney.

Bond approved by the City Manager of the City of San Diego, California, this 4th day of November, 1937.
R.W.FLACK, City Manager

C O N T R A C T

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 4th day of November, 1937, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and WESTERN METAL SUPPLY COMPANY party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City:

2000 - Feet of 2-1/2" Underwriters Labeled double cotton jacketed rubber lined fire hose, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 304729.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

The sum of One Thousand Two Hundred Ninety-eight and 50/100 Dollars (\$1298.50)
Plus California Sales Tax in the amount of Thirty-eight and 95/100 Dollars (\$38.95), making a total of \$1,337.45.

Said contractor agrees to begin delivery of said material within thirty (30) days from and after the date of the execution of this contract, and to complete said delivery on or before the ____ day of _____, 1937.

Said City, in consideration of the furnishing and delivery of said material by said contractor according to the terms of this contract, and the faithful performance of all of the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said material by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit:

Upon complete delivery of said material, and the acceptance of the same by the City Manager of said City, ninety per cent (90%) of the said contract price shall be paid said contractor, and ten per cent (10%) shall not become due and payable until a release shall have been executed and filed as hereinafter provided, and until five (5) days shall have elapsed after the expiration of the period within which liens may be filed under the provisions of Title IV, Part III, of the Code of Civil Procedure of the State of California. When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager of said City, and when a release of all claims against the City of San Diego under or by virtue of the contract shall have been executed by the contractor, and when five (5) days shall have elapsed after the expiration of the period within which liens may be filed, as hereinabove provided, final payment will be made, at such time, and in such manner as provided by law, of any balance due, including the percentage withheld as above stated, or such portion thereof as may be due the contractor.

Said contractor hereby agrees that it will be bound by each and every part of this contract, and deliver and cause to be delivered all of said material, as herein specified.

No interest in this agreement shall be transferred by the contractor to any other party, and any such transfer shall cause annulment of this contract, so far as the City of San Diego is concerned. All rights of action, however, for any breach of this contract are reserved to said City.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of the City of San Diego, or the general laws in effect in said City, shall said City or any department, board or officer thereof, be liable for any portion of the contract price; also that no extra work shall be done by said contractor unless authorized and directed by resolution of said Council to that effect.

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of the City of San Diego pursuant to and under Resolution No. 66712 of the Council authorizing such execution, and the contractor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers the day and year in this agreement first above written.

THE CITY OF SAN DIEGO,
By R.W.FLACK

WESTERN METAL SUPPLY COMPANY, Contractor
By E.B.STARKE, Presdt.

(SEAL) ATTEST:
W.C.SHAW, Secy.

I HEREBY APPROVE the form of the foregoing contract, this 2nd day of November, 1937.
D.L.AULT, City Attorney
By J.H.McKINNEY, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Western Metal Supply Co. for Fire Hose. Being Document No. 305335.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By Helen M. Willy Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, That MOORE MACHINERY COMPANY, as Principal and PACIFIC INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of California as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of THREE HUNDRED FOUR DOLLARS (\$304.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 4th day of November, 1937.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with the City of San Diego, to furnish and deliver -

1 - Electric arc welding set
in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

NOW, THEREFORE, if the said principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

ATTEST:
E. CARPENTER.

MOORE MACHINERY COMPANY, Principal.
C.D. MOORE, Treas.

(SEAL)

PACIFIC INDEMNITY COMPANY, Surety.
By J.C. HOPKINS, Attorney-in-Fact.

STATE OF CALIFORNIA,)
CITY AND COUNTY OF (ss
SAN FRANCISCO,)

On this 4th day of November in the year one thousand nine hundred and thirty-seven, before me, Emily K. McCorry a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared, J.C. Hopkins known to me to be the duly authorized Attorney-in-Fact of PACIFIC INDEMNITY COMPANY, and the same person whose name is subscribed to the within instrument as the Attorney-in-Fact of said Company, and the said J.C. Hopkins acknowledged to me that he subscribed the name of PACIFIC INDEMNITY COMPANY, thereto as surety and his own name as Attorney-in-Fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

(SEAL)

My Commission Expires,
January 16, 1939.

EMILY K. MCCORRY
Notary Public in and for the City and County of
San Francisco, State of California.

I hereby approve the form of the within Bond, this 5th day of November, 1937.

D.L. AULT, City Attorney
By J.H. McKINNEY, Deputy City Attorney.

I HEREBY APPROVE the foregoing Bond this 5th day of November, 1937.

R.W. FLACK, City Manager.

C O N T R A C T

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 5th day of November, 1937, by and between The City of San Diego, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and MOORE MACHINERY COMPANY party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City:

1 - Westinghouse 300 ampere, stationary type, gas engine driven, electric welding equipment, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 304626.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

The sum of	\$1,179.90
Plus California Sales Tax	35.40
Total price of	\$1,215.30

Said contractor agrees to deliver said material within three days from and after the date of the execution of this contract.

Said City, in consideration of the furnishing and delivery of said material by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said material by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit:

Upon delivery of said material, and the acceptance of the same by the City Manager of said City, ninety per cent (90%) of the said contract price shall be paid said contractor, and ten per cent (10%) shall not become due and payable until a release shall have been executed and filed as hereinafter provided, and until five (5) days shall have elapsed after the expiration of the period within which liens may be filed under the provisions of Title IV, Part III, of the Code of Civil Procedure of the State of California. When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager of said City, and when a release of all claims against The City of San Diego under or by virtue of the contract shall have been executed by the contractor, and when five (5) days shall have elapsed after the expiration of the period within which liens may be filed, as hereinabove provide, final payment will be made, at such time, and in such manner as provided by law, of any balance due, including the percentage withheld as above stated, or such portion thereof as may be due the contractor.

Said contractor hereby agrees that it will be bound by each and every part of this contract, and deliver and cause to be delivered all of said material, as herein specified.

No interest in this agreement shall be transferred by the Contractor to any other party, and any such transfer shall cause annulment of this contract, so far as The City of San Diego is concerned. All rights of action, however, for any breach of this contract are reserved to said City.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of the City of San Diego, or the general laws in effect in said City, shall said City or any department, board or officer, thereof, be liable for any portion of the contract price; also that no extra work shall be done by said contractor unless authorized and directed by resolution of said Council to that effect.

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of the City of San Diego, pursuant to and under Resolution No. 66713 of the Council authorizing such execution, and the contractor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers the day and year in this agreement first above written.

THE CITY OF SAN DIEGO
By R.W.FLACK, City Manager.

MOORE MACHINERY COMPANY, Contractor.
By C.D.MOORE, Treas.

ATTEST:
E. CARPENTER

I HEREBY APPROVE the form of the foregoing contract, this 5th day of November, 1937.
D.L.AULT, City Attorney
By J.H.McKINNEY, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Moore Machinery Co. Being Document No. 305349.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California

By Helen M. Wallis Deputy.

UNDERTAKING FOR STREET LIGHTING.
SUNSET CLIFFS LIGHTING DISTRICT NO. 1.

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of FOUR HUNDRED TWENTY DOLLARS (\$420.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 2nd day of November, 1937.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into contract with said The City of San Diego, under and pursuant to Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), to do all work upon POINT LOMA AVENUE, ADAIR STREET, TIVOLI STREET, GRANGER STREET, OSPREY STREET, ALHAMBRA STREET, TERRACE STREET, VALENCIA DRIVE, LA PALOMA STREET, VARONA STREET, SANTA BARBARA STREET, NOVARA STREET, EBERS STREET, FROUDE STREET, GUIZOT STREET, CORNISH DRIVE, TRIESTE DRIVE, ALEXANDRIA DRIVE, MOANA DRIVE, TARENTO DRIVE, SAVOY STREET, CATALINA BOULEVARD, SORRENTO DRIVE, BARCELONA DRIVE, CALAVERAS DRIVE, PIEDMONT DRIVE, HILL STREET, MARSEILLES STREET, MONACO STREET, BRINDISI STREET, ALGECIRAS STREET, CARMELO STREET, CASITAS STREET, LADERA STREET, SUNSET CLIFFS BOULEVARD, CORDOVA STREET and DEVONSHIRE DRIVE, within the limits and as particularly described in Resolution of Intention No. 66161, adopted by the City Council June 29, 1937, on file in the office of the City Clerk of said City, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
By W.F.RABER, PRESIDENT
Principal.

(SEAL) ATTEST:
J.A.CANNON, Secretary.

THE AETNA CASUALTY AND SURETY COMPANY, Surety.
By PAUL WOLCOTT, Resident Vice-President

(SEAL) ATTEST:
E.L.TOLSON, Resident Assistant Secretary.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 2nd day of November, in the year nineteen hundred thirty-seven, before me, Frances S. Bowers, a Notary public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Paul Wolcott known to me to be the Resident Vice-President and E.L.Tolson, known to me to be the Resident Assistant Secretary of the Aetna Casualty and Surety Company, the corporation which executed the within and annexed instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

FRANCES S. BOWERS
Notary Public in and for said San Diego County,
State of California.

(SEAL)

I hereby approve the form of the foregoing Undertaking this 2nd day of November, 1937.
D.L.AULT, City Attorney
By J.H.McKINNEY, Deputy City Attorney.

I HEREBY CERTIFY that the Council of the City of San Diego did by Resolution No. 66630 passed and adopted on the 13th day of October, 1937, require and fix the sum of \$420.00 as the penal sum of the foregoing Undertaking.

(SEAL)

ALLEN H. WRIGHT
City Clerk of the City of San Diego.
By FRED W. SICK
Deputy.

CONTRACT FOR STREET LIGHTING.
SUNSET CLIFFS LIGHTING DISTRICT NO.1.

THIS AGREEMENT, made and entered into this 9th day of November, 1937, by and between SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Council of the City of San Diego, has been awarded the contract for the work hereinafter mentioned,

NOW, THEREFORE, the respective parties hereto do promise and agree as follows, to-wit:

Said first party, for the consideration hereinafter mentioned, promises and agrees with the said second party, that it will do and perform, or cause to be done and performed, in a good and workmanlike manner, under the supervision of the City Engineer of said City, all of the following work, to-wit: The furnishing of electric current for the lighting of the ornamental street lights located on the following streets, in the City of San Diego, California:

The southwesterly side of POINT LOMA AVENUE, between Sunset Cliffs Boulevard and Catalina Boulevard;

ADAIR STREET, between Sunset Cliffs Boulevard and Santa Barbara Street;

TIVOLI STREET, between Devonshire Drive and Santa Barbara Street;

GRANGER STREET, between Devonshire Drive and Novara Street;

OSPREY STREET, between Sunset Cliffs Boulevard and Cornish Drive;

ALHAMBRA STREET, between Devonshire Drive and Novara Street;

TERRACE STREET, between Devonshire Drive and Novara Street;

VALENCIA DRIVE, between Trieste Drive and Moana Drive;

LA PALOMA STREET, between Moana Drive and Catalina Boulevard;

VARONA STREET, between Moana Drive and Catalina Boulevard;

SANTA BARBARA STREET, between Point Loma Avenue and its termination in Hill Street and Catalina Boulevard;

NOVARA STREET, between Hill Street and Santa Barbara Street;

EBERS STREET, between Adair Street and Point Loma Avenue;

FROUDE STREET, between Sunset Cliffs Boulevard and Point Loma Avenue;

GUIZOT STREET, between Sunset Cliffs Boulevard and Point Loma Avenue;

CORNISH DRIVE, for its entire length;

TRIESTE DRIVE, between Santa Barbara Street and Point Loma Avenue;

ALEXANDRIA DRIVE, between Hill Street and Point Loma Avenue;

MOANA DRIVE, between Hill Street and Point Loma Avenue;

TARENTO DRIVE, between Hill Street and Savoy Street;

SAVOY STREET, between Catalina Boulevard and Varona Street and between La Paloma Street and Point Loma Avenue;

The westerly side of CATALINA BOULEVARD, between Hill Street and Varona Street, and between La Paloma Street and Point Loma Avenue;

SORRENTO DRIVE, for its entire length;

BARCELONA DRIVE, between Osprey Street and Alexandria Drive;

CALAVERAS DRIVE, between Osprey Street and Barcelona Drive;

PIEDMONT DRIVE, between Novara Street and Alexandria Drive;

southerly side of said Hill Street between Cornish Drive and Catalina Boulevard;

MARSEILLES STREET, between Cordova Street and Cornish Drive;

MONACO STREET, between Sunset Cliffs Boulevard and Cornish Drive;

BRINDISI STREET, between Cordova Street and Cornish Drive;

ALGECIRAS STREET, between Cordova Street and Cornish Drive;

CARMELO STREET, between Sunset Cliffs Boulevard and Cornish Drive;

CASITAS STREET, between Cordova Street and Cornish Drive;

Drive; The northerly side of LADERA STREET, between Sunset Cliffs Boulevard and Cornish Drive;

The easterly side of SUNSET CLIFFS BOULEVARD, between Ladera Street and Point Loma Avenue;

CORDOVA STREET, between Ladera Street and Sunset Cliffs Boulevard; and

DEVONSHIRE DRIVE, between Hill Street and Adair Street.

Such furnishing of electric current shall be for the period of one year from and including October 1, 1937, to-wit, to and including September 30, 1938.

All of said work shall be done strictly in accordance with the plans and specifications contained in the report of the City Engineer of said City, being document entitled: "Engineer's Report and Assessment for Sunset Cliffs Lighting District No. 1", filed July 20, 1937 in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of One Thousand Six Hundred Eighty Dollars (\$1680.00) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Sunset Cliffs Lighting District No. 1 Fund."

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of One Thousand Six Hundred Eighty Dollars (\$1680.00) shall be paid out of any other fund than said special fund designated as "Sunset Cliffs Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), and acts amendatory thereof and supplemental thereto, and that in pursuance of said Act an assessment has been levied for said sum of One Thousand Six Hundred Eighty Dollars (\$1680.00).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said Act of the Legislature, will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached by its proper officers thereunto duly authorized, and the said second party has caused these presents to be executed by a majority of the members of the Council of said City of San Diego, and attested by the City Clerk of said City, the day and year first hereinabove written.

(SEAL) ATTEST:
J.A.CANNON, Secretary.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
By W.F.RABER, President

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy.

THE CITY OF SAN DIEGO
By P.J.BENBOUGH
W.C.CRANDALL
RAYMOND M. WANSLEY
ADDISON E. HOUSH
HERBERT E. FISH
BRUCE R. STANNARD
JOHN S. SIEBERT
Members of the Council.

I hereby approve the form of the foregoing Contract, this 2nd day of November, 1937.

D.L.AULT, City Attorney
By J.H.MCKINNEY, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract for Sunset Cliffs Lighting District NO. 1. Being Document No. 305327.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California
By Helen M. Walling Deputy.

UNDERTAKING FOR STREET LIGHTING
ROSEVILLE LIGHTING DISTRICT NO. 1.

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of FIFTY-EIGHT DOLLARS (\$58.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 2nd day of November, 1937.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into contract with said The City of San Diego, under and pursuant to Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), to do all work upon VOLTAIRE STREET, between Clove Street and Plum Street; WHITTIER STREET, between Clove Street and Locust Street; XENOPHON STREET, between Clove Street and Willow Street; YONGE STREET, between Clove Street and Willow Street; EDITH LANE, for its entire length; PLUM STREET, between Udal Street and Yonge Street; and WILLOW STREET, between Voltaire Street and Whittier Street, in the City of San Diego, California, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

(SEAL) ATTEST:
J.A.CANNON, Secretary.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
By W.F.RABER, President
Principal.

(SEAL) ATTEST:
E.L.TOLSON, Resident Assistant Secretary.

THE AETNA CASUALTY AND SURETY COMPANY, Surety
By PAUL WOLCOTT, Resident Vice-President.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,) ss

On this 2nd day of November, in the year nineteen hundred thirty-seven, before me Frances S. Bowers, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Paul Wolcott, known to me to be the Resident Vice-President and E.L.Tolson, known to me to be the Resident Assistant Secretary of The Aetha Casualty and Surety Company, the corporation which executed the within and annexed instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

FRANCES S. BOWERS
Notary Public in and for said San Diego County,
State of California.

I hereby approve the form of the foregoing Undertaking this 2nd day of October, 1937.

D.L.AULT, City Attorney
By J.H.MCKINNEY, Deputy City Attorney.

I HEREBY CERTIFY that the Council of the City of San Diego did by Resolution No. 66631 passed and adopted on the 13th day of October, 1937, require and fix the sum of \$58.00 as the penal sum of the foregoing Undertaking.

(SEAL)

ALLEN H. WRIGHT
City Clerk of the City of San Diego.
By FRED W. SICK
Deputy.

CONTRACT FOR STREET LIGHTING.
ROSEVILLE LIGHTING DISTRICT NO. 1.

THIS AGREEMENT, made and entered into this 9th day of November, 1937, by and between SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY a corporation organized and existing under and by virtue of the laws of the State of California; hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Council of the City of San Diego, has been awarded the contract for the work hereinafter mentioned,

NOW, THEREFORE, the respective parties hereto do promise and agree as follows, to-wit:

Said first party, for the consideration hereinafter mentioned, promises and agrees with the said second party, that it will do and perform, or cause to be done and performed, in a good and workmanlike manner, under the supervision of the City Engineer of said City, all of the following work, to-wit: The furnishing of electric current for the lighting of the ornamental street lights located on the following streets in the City of San Diego, California, to-wit:

VOLTAIRE STREET, between Clove Street and Plum Street;
WHITTIER STREET, between Clove Street and Locust Street;
XENOPHON STREET, between Clove Street and Willow Street;
YONGE STREET, between Clove Street and Willow Street;
EDITH LANE, for its entire length;
PLUM STREET, between Udal Street and Yonge Street; and
WILLOW STREET, between Voltaire Street and Whittier Street.

Such furnishing of electric energy shall be for a period of one year from and including October 15, 1937, to-wit, to and including October 14, 1938.

All of said work shall be done strictly in accordance with the plans and specifications contained in the report of the City Engineer of said City, being document entitled, "Engineer's Report and Assessment for Roseville Lighting District No. 1", filed July 30, 1937 in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of Two Hundred Thirty-one Dollars (\$231.00) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Roseville Lighting District No. 1 Fund."

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of Two Hundred Thirty-one Dollars (\$231.00) shall be paid out of any other fund than said special fund designated as "Roseville Lighting District No. 1."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), and acts amendatory thereof and supplemental thereto, and that in pursuance of said Act an assessment has been levied for said sum of Two Hundred Thirty-one Dollars (\$231.00).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said Act of the Legislature, will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached by its proper officers thereunto duly authorized, and the said second party has caused these presents to be executed by a majority of the members of the Council of said City of San Diego, and attested by the City Clerk of said City, the day and year first hereinabove written.

(SEAL) ATTEST:
J.A.CANNON, Secretary.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
By W.F.RABER, President

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy.

THE CITY OF SAN DIEGO.
By P.J.BENBOUGH
W.C.CRANDALL
RAYMOND M. WANSLEY
ADDISON E. HOUSH
HERBERT E. FISH
BRUCE R. STANNARD
JOHN S. SIEBERT
Members of the Council.

I hereby approve the form of the foregoing Contract, this 2nd day of November, 1937.

D.L.AULT, City Attorney
By J.H.McKINNEY, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract for Roseville Lighting District No. 1. Being Document No. 305328.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.

By Allen H. Wright Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, That COAST ELECTRIC COMPANY, a corporation, as Principal and HARTFORD ACCIDENT AND INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of Connecticut as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of TWO HUNDRED EIGHTY-EIGHT DOLLARS (\$288.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 4th day of November, 1937.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego; to furnish and deliver -

7020 - Linear feet of saturated paper insulated, lead covered cable, in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

NOW, THEREFORE, if the said principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

COAST ELECTRIC COMPANY, Principal.
By J.A.SULLIVAN, Secy.

(SEAL) ATTEST:
L.B.KINKEL

HARTFORD ACCIDENT AND INDEMNITY COMPANY
By L.W.BARNEY, Attorney-in-fact.
Surety

(SEAL) ATTEST:
H.C.BARRINGER

I hereby approve the form of the within Bond, this 6th day of November, 1937.

D.L.AULT, City Attorney
By H.B.DANIEL, Deputy City Attorney.

APPROVED NOV 8 1937. R.W.FLACK, City Manager.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 4th day of November, before me, Marston Burnham, in the year one thousand nine hundred and thirty-seven, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared L.W.Barney known to me to be the duly authorized Attorney-in-Fact of the Hartford Accident and Indemnity Company, and the same person whose name is subscribed to the within instrument as the Attorney-in-Fact of the said Company, and the said L.W.Barney duly acknowledged to me that he subscribed the name of the Hartford Accident and Indemnity Company thereto as Surety and his own name as Attorney-in-Fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

MARSTON BURNHAM
Notary Public in and for San Diego County,
State of California.

(SEAL)
My Commission Expires,
April 27, 1938.

C O N T R A C T

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 8th day of November, 1937, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and COAST ELECTRIC COMPANY party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City:

Saturated-paper-insulated, lead covered cable as follows:

Quantity Required in Linear Feet	Total No. of conductors	No. of No. 16 A.W.G. Conductors	No. of No.19 A.W.G. Conductors	Thickness of Lead Sheath in Sixty-fourths of an inch
1820	32	2 Pair(16 Single)	6 pair	6
2200	8	4 single	2 pair	5
3000	4	2 single	1 pair	4

All in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 304567.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

1820' - 32 conductor cable	@ \$ 278.00 m'	\$ 505.96
2200' - 8 " "	@ \$ 127.00 m'	279.40
3000' - 4 " "	@ \$ 96.00 m'	288.00
		\$ 1073.36
	inclusive of reels@	78.00
		\$ 1151.36

Said prices include the California Sales Tax.

The contractor will pay the City the sum of Seventh-eight Dollars (\$78.00) upon the return of all reels furnished with said conductor cable to said contractor in service-able condition within 12 months from date of invoice, f.o.b. San Diego.

Said contractor agrees to begin delivery of said material within 75 days from and after the date of the execution of this contract, and to complete said delivery on or before the ____ day of ____, 1938.

Said City, in consideration of the furnishing and delivery of said material by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said material by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit:

Upon delivery of said material, and the acceptance of the same by the City Manager of said City, ninety per cent (90%) of the said contract price shall be paid said contractor, and ten per cent (10%) shall not become due and payable until a release shall have been executed and filed as hereinafter provided, and until five (5) days shall have elapsed after the expiration of the period within which liens may be filed under the provisions of Title IV, Part III, of the Code of Civil Procedure of the State of California. When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager of said City, and when a release of all claims against The City of San Diego under or by virtue of the contract shall have been executed by the contractor, and when five (5) days shall have elapsed after the expiration of the period within which liens may be filed, as hereinabove provided, final payment will be made, at such time, and in such manner as provided by law, of any balance due, including the percentage withheld as above stated, or such portion thereof as may be due the contractor.

Said contractor hereby agrees that it will be bound by each and every part of this contract, and deliver and cause to be delivered all of said material, as herein specified.

No interest in this agreement shall be transferred by the contractor to any other party, and any such transfer shall cause annulment of this contract so far as The City of San Diego is concerned. All rights of action, however, for any breach of this contract are reserved to said City.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of the City of San Diego, or the general laws in effect in said City, shall said City or any department, board or officer thereof, be liable for any portion of the contract price; also that no extra work shall be done by said contractor unless authorized and directed by resolution of said Council to that effect.

IN WITNESS WHEREOF, this contract is executed by The City Manager of said City, acting for and on behalf of the City of San Diego, pursuant to and under Resolution No. 66625 of the Council authorizing such execution, and the contractor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers the day and year in this agreement first above written.

THE CITY OF SAN DIEGO
By R.W.FLACK, City Manager

COAST ELECTRIC COMPANY, Contractor,
By J.A.SULLIVAN, Secy.

(SEAL) ATTEST:
L.B.KINKEL

I HEREBY APPROVE the form of the foregoing contract, this 6th day of November, 1937.

D.L.AULT, City Attorney
By H.B.DANIEL, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Coast Electric Co. Being Document No. 305374.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.

By Helen M. Walling Deputy.

FORM OF CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 6th day of November, 1937, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, by and through its Council, hereinafter sometimes designated as the City, and Pittsburgh Des Moines Steel Company party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

ARTICLE I. That for and in consideration of the covenants and agreements hereinafter contained on the part of the City, and the sums of money hereinafter designated to be paid to the contractor by the City, in manner and form as hereinafter in attached specifications provided, the contractor hereby covenants and agrees to and with the City, to furnish all labor, tools, appliances, equipment, plant and transportation, and any and all other expense necessary or incidental to the performance of certain work hereinafter specified, and to build, erect, construct, complete and install the College Reservoir and Pipe Line in the City of San Diego, State of California, being and as per Schedule I all as more particularly and in detail set forth in those certain plans and specifications filed in the Office of the City Clerk of The City of San Diego on the 21 day of September, 1937, marked "Document No. 304648", and endorsed Notice to Contractors, Instructions to Bidders, Proposal, Drawings and Specifications College Reservoir and Pipe Line said plans consisting of 4 sheets and said specifications consisting of 88 sheets; true copies of the notice to Contractors, proposal of contractor, and plans and specifications are hereunto annexed by reference thereto incorporated herein and made a part hereof as though in this paragraph fully set forth.

ARTICLE II. In consideration of the construction and completion of the work by the contractor herein undertaken, according to the terms of this contract, and the faithful performance of all obligations and covenants by the contractor herein undertaken and agreed upon, the contractor shall be paid as is provided in the specifications attached hereto.

ARTICLE III. The contractor hereby agrees that he will be bound by each and every part of the plans and specifications, and do and cause to be done all of said work and improvement as specified in the specifications and as shown upon the plans, as the same may be interpreted by the Hydraulic Engineer, Division of Development and Conservation of the Water Department of said City, subject to approval by the City Manager and by The Council, evidenced by Resolution.

ARTICLE IV. No interest in this agreement shall be transferred by the Contractor to any other party, and any such transfer shall cause annulment of this contract, so far as The City of San Diego is concerned. All rights of action, however, for any breach of this contract are reserved to said City.

ARTICLE V. The Contractor shall keep harmless and indemnify the City of San Diego, its officers and agents, from all damage, cost or expense that arises or is set up for infringement of patent rights of any one for use by The City of San Diego, its officers or agents, of articles supplied by the Contractor under this contract, of which he is not patentee, or which he is not entitled to use or sell.

ARTICLE VI. The Contractor further agrees and covenants that neither the Contractor, nor any subcontractor, doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic upon any of the work provided for in this contract to be done, shall require or permit any such laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day, in violation of the provisions of Section 653c of the Penal Code of the State of California; and that the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each laborer, workman or mechanic employed by the Contractor or by any subcontractor upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of the provisions of said Section of the Penal Code; and that the Contractor will not knowingly employ or cause or allow to be employed upon any of the work provided in this contract to be done any alien, contrary to the provisions of the Public Works Alien Employment Act of the State of California (Statutes of 1931, Chapter 398); and that the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each alien knowingly employed upon any of the work provided in this contract to be done, by the Contractor or any subcontractor, contrary to the provisions of said statute, for each calendar day, or portion thereof, during which such alien is permitted or required to labor in violation thereof.

It is further required, and the Contractor hereby expressly agrees that no labor other than citizens of the City of San Diego shall be employed on all construction work contemplated by this contract.

ARTICLE VII. The Contractor further agrees that in the performance of the work contemplated by this contract, he will conform to and abide by all the requirements and provisions of the Charter of the City of San Diego, and of the Public Works Wage Rate Act of the State of California (Statutes of 1931, Chapter 397); and that not less than the prevailing rate of per diem wages hereinafter specified shall be paid to all laborers, workmen and mechanics employed by the Contractor, or any subcontractor, in the performance of the work contemplated by this contract; and that the contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each laborer, workman or mechanic employed, for each calendar day, or portion thereof, such laborer, workman or mechanic is paid less than the following specified rate for any work done under this contract by the contractor, or by any subcontractor:

CLASSIFICATION	PER DIEM WAGE OF 8 HRS.
Auto Mechanic	\$ 6.00
Blacksmiths	6.00
Blade Men	6.00
Backfill Machine Operators	6.00
Bulldozer operators	6.00
Carpenters	9.00
Caulkers	6.00
Cement Finishers	10.00
Clerks	6.00
Compressor Operators	10.00
Concrete Mixermen	10.00
Concrete Spreaders	5.50
Concrete Tampers	5.50
Crane Operators	9.00
Dragline Operators	10.00
Drillers	7.00
Drill Sharpeners	6.00
Electricians	10.00
Flunkies	4.00
Hoist Operators	10.00
Laborers, Common	5.50
Materialmen	6.00
Mechanics	6.00
Mechanic Trouble Shooters	6.00
Painters	8.00
Pipe Layers	6.00
Pipe Fitters	10.00
Pipe Wrappers	5.60
Powdermen	6.00
Pump Men	6.00
Reinforcing Steel Workers(Placers and Tiers)	9.00
Road Grader Operators	6.00
Shovel Operators 1 yard or over	10.00
Under 1 yard	8.00
Shovel Cranesmen	9.00
Shovel Firemen	7.00
Shovel Oilers	6.00
Structural Steel Workers	11.00
Teamsters	5.00
Tractor Operators over 50 H.P.	10.00
Tractor Operators Under 50 H.P.	6.00
Timekeepers	6.00
Trenching Machine Operators	10.00
Truck Drivers under 15500 pounds	5.44
Truck Drivers over 15500 pounds	6.00
Watchmen	5.00
Welders	11.00
Yarners	5.50

Any craft or employment not specifically mentioned in the foregoing schedule of rates shall be paid not less than \$5.00 per diem of 8 hours.

For overtime work when the same is permitted by law, one and one-half times the foregoing rates. For work performed on Sundays and legal holidays as set forth in Section 10 of the Political Code of the State of California, one and one-half times the above rates.

ARTICLE VIII. It is mutually agreed between the parties hereto that in no case unauthorized by the Charter of the City of San Diego or the general laws in effect in said City, shall said City, or any department, board or officer thereof be liable for any portion of the contract price.

IN WITNESS WHEREOF, this contract is executed by a majority of the members of the Council of the City of San Diego, under and pursuant to a resolution authorizing such execution, and the contractor has caused these presents to be executed, and seal to be hereunto attached, the day and year first hereinabove written.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk

THE CITY OF SAN DIEGO
BY P.J.BENBOUGH
HERBERT E. FISH
ADDISON E. HOUSH
RAYMOND M. WANSLEY
W.C.CRANDALL
BRUCE R. STANNARD
JOHN S. SIEBERT
Members of Council.

PITTSBURGH-DES MOINES STEEL COMPANY
By GEO. A. SMITH (SEAL)
Member of Firm Contractor

WITNESS: J.E.O'LEARY

(If executed by an individual or partnership contractor, appropriate changes shall be made in the last preceding paragraph.)

I hereby approve the form of the foregoing contract, this 9th day of November, 1937.

D.L.AULT
City Attorney of the City of San Diego.
By H.B.DANIEL
Assistant.

FORM OF FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That Pittsburgh-Des Moines Steel Company, as principal, and SEABOARD SURETY COMPANY a corporation organized and existing under and by virtue of the laws of the State of New York, as surety, are held and firmly bound unto the City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of Thirty-three thousand four hundred twenty Dollars (\$33,420.00) (not less than one hundred per cent of estimated contract price), lawful money of the United States of America, to be paid to The City of San Diego, for the payment of which well and truly to be made, we hereby bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 6th day of November, 1937.

Whereas, the said principal has entered into the annexed contract with the City of San Diego to furnish all materials, and all labor, tools, appliances, transportation and other expenses necessary or incidental to the construction, completion and installation of College Reservoir & Pipe Line in the County of San Diego, State of California, all as more particularly and in detail shown upon those certain plans and specifications filed in the office of the City Clerk of the City of San Diego on the 21st day of September, 1937, marked Document No. 304648 and endorsed Notice to Contractors; said plans consisting of 4 sheets, and said specifications consisting of 88 sheets, copies of which plans and specifications are attached to said contract and made a part thereof as in said contract provided and reference is hereby made to said contract and to said plans and specifications for a particular description of the work to be done;

NOW THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions and agreements in the said contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of San Diego, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

And the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their seals this 6th day of November, 1937, the name and corporate seal of corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESS: J.E.O'LEARY

PITTSBURGH-DES MOINES STEEL COMPANY
By GEO. A. SMITH (SEAL)

SEABOARD SURETY COMPANY, Surety
RICHARD J. BOND
By JOHN G. BECK, Attorney-in-Fact.

(SEAL) ATTEST: A.C.WILLIAMS

If executed by an individual or partnership contractor, appropriate changes shall be made in the last preceding paragraph.

STATE OF CALIFORNIA,)
CITY AND COUNTY OF (ss
SAN FRANCISCO)

On the 8th day of November in the year One Thousand Nine Hundred and thirty-seven before me, M.V.Collins a Notary Public in and for said City and County, residing therein, duly commissioned and sworn, personally appeared Seaboard Surety Company known to me to be the person whose name is subscribed to the within and annexed instrument, as the Attorney in fact of the corporation described in and that executed the within instrument and also known to me to be the person who executed it on behalf of the corporation therein named and he acknowledged to me that such corporation executed the same and he further acknowledged to me that he subscribed the name of Seaboard Surety Company thereto as principal and his own name as Attorney in Fact.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed my official seal, at my office, in the said City and County of San Francisco, the day and year last above written.

M.V.COLLINS
Notary Public, in and for the City and County of
San Francisco, State of California.

(SEAL)
My Commission will expire
April 14, 1941.

I hereby approve the form of the within Bond this 9th day of November, 1937.

D.L.AULT
City Attorney of the City of San Diego.
By H.B.DANIEL,
Assistant.

Approved by a majority of the members of the Council of the City of San Diego,
this 9th day of November, 1937.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk

P.J.BENBOUGH
HERBERT E. FISH
ADDISON E. HOUSH
RAYMOND M. WANSLEY
W.C.CRANDALL
BRUCE R. STANNARD
JOHN S. SIEBERT
Members of the Council.

No. 1280 POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the SEABOARD SURETY COMPANY, a corporation of the State of New York, by G.B.Slattengren Vice-President, hath made, constituted and appointed and by these presents does make, constitute and appoint Richard J. Bond its true and lawful Attorney-in-Fact, at San Francisco, in the State of California to make, execute and deliver on its behalf as Surety, bonds and undertakings, the penal sum of no one of which is, in any event, to exceed Two Hundred Thousand (\$200,000.00) dollars and to be given for the following purposes only, to-wit: guaranteeing the fidelity of persons holding places of public or private trust; guaranteeing the performance of contracts other than insurance policies; and executing or guaranteeing bonds and undertakings required or permitted in all actions or proceedings or by law allowed.

Such bonds and undertakings for said purposes, when duly executed by the aforesaid Attorney-in-Fact, shall be binding upon the said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This appointment is made under and by authority of a certain By-Law duly adopted by the Board of Directors of the said Company at a regular meeting of that body duly called and held on the 8th day of December, 1927, a duly certified copy of which By-Law is hereto attached, and is subject to revocation as therein provided.

In Witness Whereof, the SEABOARD SURETY COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed duly attested by its Assistant Secretary, this 4th day of May, 1937, at New York, N.Y.

(SEAL) ATTEST:
A.G.PODLESNEY, Assistant Secretary.
SEABOARD SURETY COMPANY,
By G.B.SLATTENGREN, Vice-President.

STATE OF NEW YORK,)
COUNTY OF NEW YORK,)ss

On this 4th day of May, 1937, before me personally appeared G.B.Slattengren Vice-President of the SEABOARD SURETY COMPANY, with whom I am personally acquainted, who, being by me duly sworn, said that he resides in the State of New York; that he is Vice-President of the SEABOARD SURETY COMPANY, the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of the said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto as Vice-President of said Company by like authority.

(SEAL) LILLIAN MILLER
Commission Expires Notary Public Bronx County Clerk's No. 73
March 30, 1939 Bronx County Register's No.80-M-39
New York County Clerk No, 469
New York County Register's No. 9-M-329

BE IT REMEMBERED That at the regular meeting of the Board of Directors of the SEABOARD SURETY COMPANY, duly called and held in the Borough of Manhattan, City of New York, on the 8th day of December, 1927, a quorum being present, the following By-Laws were duly adopted and are still in force and effect:

ARTICLE XI. Paragraph 6:

"Attorneys-in-Fact, Departmental Managers, Branch Managers, Agents, Clerks, and other employees may be appointed or engaged by the President or a Vice-President, subject to the control of the Directors, upon such terms and with such powers and duties as he may prescribe."

ARTICLE XVII, Paragraph I.

"All policies, bonds, recognizances, stipulations and all underwriting undertakings shall be valid:

(a) When signed by the President, or the First Vice-President, or a Vice-President, or a Resident Vice-President, or a Departmental Manager and the Secretary, or an Assistant Secretary, or a Resident Assistant Secretary, or other duly authorized official or agent of the Company, and when sealed with the seal of the Company where required by law; or

(b) When executed by an Attorney-in-Fact."

STATE OF NEW YORK,)
COUNTY OF NEW YORK,)ss

I, A.G.Podlesney, Assistant Secretary of the SEABOARD SURETY COMPANY, have compared the foregoing By-Laws with the originals thereof, as recorded in the Minute Book of the said Company and do hereby certify that the same are correct and true transcripts therefrom.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the said Company, at New York, N.Y., this 4th day of May, 1937.

(SEAL) A.G.PODLESNEY, Assistant Secretary

STATE OF NEW YORK,)
COUNTY OF NEW YORK,)ss

I, A.G.Podlesney Asst. Secretary of the SEABOARD SURETY COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a power of attorney executed by said SEABOARD SURETY COMPANY, which is still in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the said Company, at the City of New York, this 4th day of May, A.D.1937.

A.G.PODLESNEY, Assistant Secretary.

No. 762

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the SEABOARD SURETY COMPANY, a corporation of the State of New York, by C.W.French its President, hath made, constituted and appointed and by these presents does make, constitute and appoint John G. Beck its true and lawful Attorney-in-Fact, at Pittsburgh, in the State of Pennsylvania to make, execute and deliver on its behalf as Surety, bonds and undertakings, the penal sum of no one of which is, in any event, to exceed Two Hundred Thousand (\$200,000.) Dollars and to be given for the following purposes only, to-wit: guaranteeing the fidelity of persons holding places of public or private trust; guaranteeing the performance of contracts other than insurance policies; and executing or guaranteeing bonds and undertakings required or permitted in all actions or proceedings or by law allowed.

Such bonds and undertakings for said purposes, when duly executed by the afore-said Attorney-in-Fact, shall be binding upon the said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This appointment is made under and by authority of a certain By-Law duly adopted by the Board of Directors of the said Company at a regular meeting of that body duly called and held on the 8th day of December, 1927, a duly certified copy of which By-Law is hereto attached, and is subject to revocation as therein provided.

In Witness Whereof, the SEABOARD SURETY COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereunto affixed duly attested by its Assistant Secretary, this 29th day of November, 1933, at New York, N.Y.

SEABOARD SURETY COMPANY
By C.W.FRENCH, President.

(SEAL) ATTEST:
R.M.SMITH, Assistant Secretary.

STATE OF NEW YORK,)
COUNTY OF NEW YORK,) ss

On this 29th day of November, 1933, before me personally appeared C.W.French, President of the SEABOARD SURETY COMPANY, with whom I am personally acquainted, who, being by me duly sworn, said that he resides in the State of New York; that he is President of the SEABOARD SURETY COMPANY, the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of the said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto as President of said Company by like authority.

(SEAL)
Commission Expires,
March 30, 1935.

B.C.RODE
Notary Public, Westchester County
New York County Clerk's No. 525
New York County Reg. No. 5R308

BE IT REMEMBERED That at the regular meeting of the Board of Directors of the SEABOARD SURETY COMPANY, duly called and held in the Borough of Manhattan, City of New York, on the 8th day of December, 1927, a quorum being present, the following By-Laws were duly adopted and are still in force and effect:

ARTICLE XI. Paragraph 6:

"Attorneys-in-Fact, Departmental Managers, Branch Managers, Agents, Clerks, and other employees may be appointed or engaged by the President or a Vice-President, subject to the control of the Directors, upon such terms and with such powers and duties as he may prescribe."

ARTICLE XVII, Paragraph I.

"All policies, bonds, recognizances, stipulations and all underwriting undertakings shall be valid:

(a) When signed by the President, or the First Vice-President, or a Vice-President or a Resident Vice-President, or a Departmental Manager and the Secretary, or an Assistant Secretary, or a Resident Assistant Secretary, or other duly authorized official or agent of the Company, and when sealed with the seal of the Company where required by law; or

(b) When executed by an Attorney-in-Fact."

STATE OF NEW YORK,)
COUNTY OF NEW YORK,) ss

I, R.M.Smith Assistant Secretary of the SEABOARD SURETY COMPANY, have compared the foregoing By-Laws with the originals thereof, as recorded in the Minute Book of the said Company and do hereby certify that the same are correct and true transcripts therefrom.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the said Company, at New York, N.Y. this 29th day of November, 1933.

(SEAL) R.M.SMITH, Assistant Secretary.

STATE OF NEW YORK,)
COUNTY OF NEW YORK,) ss

I, A.G.Podlesney Asst. Secretary of the SEABOARD SURETY COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a power of attorney executed by said SEABOARD SURETY COMPANY, which is still in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the said Company, at the City of New York, this 6th day of November, A.D. 1937.

A.G.PODLESNEY, Assistant Secretary.

FORM OF LABOR AND MATERIALMEN'S BOND

KNOW ALL MEN BY THESE PRESENTS, That Pittsburgh-Des Moines Steel Company, as principal, and SEABOARD SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of New York as surety, are held and firmly bound unto The City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of Sixteen Thousand Seven Hundred Ten Dollars (\$16,710.00), (not less than fifty per cent of estimated contract price), lawful money of the United States of America, to be paid to the City of San Diego for the payment of which, well and truly to be made, we hereby bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 6th day of November, 1937.

Whereas, the said principal has entered into the annexed contract with The City of San Diego to furnish all materials, and all labor, tools, appliances, transportation and other expenses necessary or incidental to the construction, completion and installation of College Reservoir & Pipe Line in the County of San Diego, State of California, all as more particularly and in detail shown upon those certain plans and specifications filed in the office of the City Clerk of said The City of San Diego on the 21st day of September, 1937, marked Document No. 304648, and endorsed Notice To Contractors; said plans consisting of 4

sheets and said specifications consisting of 88 sheets, copies of which plans and specifications are attached to said contract and made a part thereof as in said Contract provided; and reference is hereby made to said contract and to said plans and specifications for a particular description of the work to be done.

And, Whereas, the aforesaid penal sum of Sixteen Thousand Seven Hundred Ten Dollars (\$16,710.00), being not less than one-half of the total amount payable by the terms of said contract, is intended and is hereby made to inure to and for the use in the said work;

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, his or its heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind as required by the provisions of an act of the Legislature of the State of California entitled: "An Act to secure the payment of claims of persons employed by contractors upon public works, and the claim of persons who furnish materials, supplies, teams, implements, or machinery used or consumed by such contractors in the performance of such work, and prescribing the duties of certain public officers with respect thereto", approved May 10, 1919, as amended, then said Surety will pay the same in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fee, as shall be fixed by the court, awarded and taxed as in the above mentioned Statute provided.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under said Act, so as to give a right of action to them or their assigns in any suit brought upon this bond.

And the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, The above-bounded parties have executed this instrument under their seals this 6th day of November, 1937, the name and corporate seal of corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESS:
J.E.O'LEARY.

PITTSBURGH-DES MOINES STEEL COMPANY
Principal
By GEO. A. SMITH (SEAL)

ATTEST:
A.C.WILLIAMS

SEABOARD SURETY COMPANY, Surety
RICHARD J. BOND
By JOHN G. BECK, Attorney-in-Fact.

If executed by an individual or partnership contractor, appropriate changes shall be made in the last preceding paragraph.

STATE OF CALIFORNIA,
CITY AND COUNTY OF (ss
SAN FRANCISCO,)

On the 8th day of November in the year One Thousand Nine Hundred and thirty-seven, before me, M.V.Collins a Notary Public in and for said City and County, residing therein, duly commissioned and sworn, personally appeared Richard J. Bond known to me to be the person whose name is subscribed to the within and annexed instrument, as the Attorney in fact of Seaboard Surety Company, the corporation described in and that executed the within instrument and also known to me to be the person who executed it on behalf of the corporation therein named and he acknowledged to me that such corporation executed the same and he further acknowledged to me that he subscribed the name of Seaboard Surety Company thereto as principal and his own name as Attorney in fact.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed my official seal, at my office, in the said City and County of San Francisco, the day and year last above written.

(SEAL)
My Commission will expire,
April 14, 1941.

M.V.COLLINS
Notary Public, in and for the City and County
of San Francisco, State of California.

I hereby approve the form of the within Bond this 9th day of November, 1937.

D.L.AULT
City Attorney of the City of San Diego.
By H.B.DANIEL, Assistant.

Approved by a majority of the members of the Council of the City of San Diego this 9th day of November, 1937.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk.

P.J.BENBOUGH
HERBERT E. FISH
ADDISON E. HOUSH
RAYMOND M. WANSLEY
W.C.CRANDALL
BRUCE R. STANNARD
JOHN S. SIEBERT
Members of the Council

(Power of Attorneys on page 68 & 69 for Richard J. Bond & John G. Beck)

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, carrying on business in partnership together under the firm name and style of Pittsburgh-Des Moines Steel Company, of Pittsburgh, Pennsylvania, do, and each of us does hereby constitute and appoint Geo. A. Smith of Pittsburgh, Pennsylvania as the true and lawful attorney of us and each of us, and of our said firm Pittsburgh-Des Moines Steel Company, in the name or names and on behalf of us and our said firm, to make any proposal or proposals for the sale of materials or the construction of work, to make any contract or contracts for the same, to furnish surety bond or bonds in connection therewith, to collect any money due us or our said firm, execute releases, or make any steelemen's for accounts due us for materials or work, including also the right to institute, carry on, settle or compromise any suit or suits in connection therewith.

And we hereby for ourselves, our heirs, executors, administrators and assigns, ratify and confirm whatever our said attorney shall lawfully do by virtue of these presents. IN WITNESS WHEREOF, we have hereunto set our hands and seals this 9th day of January, 1937. RUTH H. JACKSON (SEAL) JOHN E. JACKSON (SEAL)

Before me, the undersigned, a Notary Public within and for the County of Allegheny, in the State of Pennsylvania, personally appeared the above named Ruth H. Jackson and John E. Jackson and acknowledged the execution of the foregoing Power of Attorney.

Witness my hand and notarial seal this 11th day of January, 1937. (SEAL) IRVING E. KEMP, Notary Public
My Commission Expires
March 31, 1939.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Pittsburgh-Des Moines Steel Co. for College Reservoir. Being Document No. 305384.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California

By Helen M. Wilby Deputy.

FORM OF CONTRACT

THIS AGREEMENT, made and entered into at the City of San Diego, County of San Diego, State of California, this 8th day of November, 1937, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, by and through its Council, hereinafter sometimes designated as the City, and J.L. Kruly party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

ARTICLE I. That for and in consideration of the covenants and agreements hereinafter contained on the part of the City, and the sums of money hereinafter designated to be paid to the contractor by the City, in manner and form as hereinafter in attached specifications provided, the contractor hereby covenants and agrees to and with the City, to furnish all labor, tools, appliances, equipment, plant and transportation, and any and all other expense necessary or incidental to the performance of certain work hereinafter specified, and to build, erect, construct, complete and install the College Reservoir and Pipe Line in the City of San Diego, State of California, being and as per Schedule II all as more particularly and in detail set forth in those certain plans and specifications filed in the office of the City Clerk of The City of San Diego on the 21 day of September, 1937, marked "Document No. 304648", and endorsed Notice to Contractors, Instructions to Bidders, Proposal, Drawings and Specifications College Reservoir and Pipe Line said plans consisting of 4 sheets and said specifications consisting of 88 sheets; true copies of the notice to Contractors, proposal of contractor, and plans and specifications are hereunto annexed by reference thereto incorporated herein and made a part hereof as though in this paragraph fully set forth.

ARTICLE II. In consideration of the construction and completion of the work by the contractor herein undertaken, according to the terms of this contract, and the faithful performance of all obligations and covenants by the contractor herein undertaken and agreed upon, the contractor shall be paid as is provided in the specifications attached hereto.

ARTICLE III. The contractor hereby agrees that he will be bound by each and every part of the plans and specifications, and do and cause to be done all of said work and improvement as specified in the specifications and as shown upon the plans, as the same may be interpreted by the Hydraulic Engineer, Division of Development and Conservation of the Water Department of said City, subject to approval by the City Manager and by The Council, evidenced by Resolution.

ARTICLE IV. No interest in this agreement shall be transferred by the Contractor to any other party, and any such transfer shall cause annulment of this contract, so far as The City of San Diego is concerned. All rights of action, however, for any breach of this contract are reserved to said City.

ARTICLE V. The Contractor shall keep harmless and indemnify The City of San Diego, its officers and agents, from all damage, cost or expense that arises or is set up for infringement of patent rights of any one for use by The City of San Diego, its officers or agents, of articles supplied by the Contractor under this contract, of which he is not patentee, or which he is not entitled to use or sell.

ARTICLE VI. The Contractor further agrees and covenants that neither the Contractor, nor any subcontractor, doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic upon any of the work provided for in this contract to be done, shall require or permit any such laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day, in violation of the provisions of Section 653c of the Penal Code of the State of California; and that the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each laborer, workman or mechanic employed by the Contractor or by any subcontractor upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of the provisions of said Section of the Penal Code; and that the Contractor will not knowingly employ or cause or allow to be employed upon any of the work provided in this contract to be done any alien, contrary to the provisions of the Public Works Alien Employment Act of the State of California (Statutes of 1931, Chapter 398); and that the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each alien knowingly employed upon any of the work provided in this contract to be done, by the Contractor or any subcontractor, contrary to the provisions of said statute, for each calendar day, or portion thereof, during which such alien is permitted or required to labor in violation thereof.

It is further required, and the Contractor hereby expressly agrees that no labor other than citizens of the City of San Diego shall be employed on all construction work contemplated by this contract.

ARTICLE VII. The Contractor further agrees that in the performance of the work contemplated by this contract, he will conform to and abide by all the requirements and provisions of the Charter of The City of San Diego, and of the Public Works Wage Rate Act of the State of California (Statutes of 1931, Chapter 397); and that not less than the prevailing rate of per diem wages hereinafter specified shall be paid to all laborers, workmen and mechanics employed by the Contractor, or any subcontractor, in the performance of the work contemplated by this contract; and that the contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each laborer, workman or mechanic employed, for each calendar day, or portion thereof, such laborer, workman or mechanic is paid less than the following specified rate for any work done under this contract by the contractor, or by any subcontractor:

CLASSIFICATION	PER DIEM WAGE OF 8 HRS.
Auto Mechanic	\$ 6.00
Blacksmiths	6.00
Blade Men	6.00
Backfill Machine Operators	6.00
Bulldozer Operators	6.00
Carpenters	9.00
Caulkers	6.00
Cement Finishers	10.00
Clerks	6.00
Compressor Operators	10.00
Concrete Mixermen	10.00
Concrete Spreaders	5.50
Concrete Tampers	5.50
Crane Operators	9.00
Dragline Operators	10.00
Drillers	7.00
Drill Sharpeners	6.00
Electricians	10.00
Flunkies	4.00
Hoist Operators	10.00
Laborers, Common	5.50
Materialmen	6.00
Mechanics	6.00
Mechanic Trouble Shooters	6.00
Painters	8.00
Pipe Layers	6.00
Pipe Fitters	10.00
Pipe Wrappers	5.60
Powdermen	6.00
Pump Men	6.00
Reinforcing Steel Workers (Placers and Tiers)	9.00
Road Grader Operators	6.00
Shovel Operators 1 yard or over	10.00
Under 1 yard	8.00
Shovel Cranesmen	9.00
Shovel Firemen	7.00
Shovel Oilers	6.00
Structural Steel Workers	11.00
Teamsters	5.00
Tractor Operators over 50 H.P.	10.00
Tractor Operators Under 50 H.P.	6.00
Timekeepers	6.00
Trenching Machine Operators	10.00
Truck Drivers under 15500 pounds	5.44
Truck Drivers over 15500 pounds	6.00
Watchmen	5.00
Welders	11.00
Yarners	5.50

Any craft or employment not specifically mentioned in the foregoing schedule of rates shall be paid not less than \$5.00 per diem of 8 hours.

For overtime work when the same is permitted by law, one and one-half times the foregoing rates. For work performed on Sundays and legal holidays as set forth in Section 10 of the Political Code of the State of California, one and one-half times the above rates.

ARTICLE VIII. It is mutually agreed between the parties hereto that in no case unauthorized by the Charter of the City of San Diego or the general laws in effect in said City, shall said City, any department, board or officer thereof be liable for any portion of the contract price.

IN WITNESS WHEREOF, this contract is executed by a majority of the members of the Council of the City of San Diego, under and pursuant to a resolution authorizing such execution, and the contractor has hereunto set his hand, the day and year first hereinabove written.

THE CITY OF SAN DIEGO
By P.J.BENBOUGH
HERGERT E. FISH
ADDISON E. HOUSH
RAYMOND M. WANSLEY
W.C.CRANDALL
BRUCE R. STANNARD
JOHN S. SIEBERT
Members of the Council.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk

(If executed by an individual or partnership contractor, appropriate changes shall be made in the last preceding paragraph.)

I hereby approve the form of the foregoing contract, this 9th day of November, 1937.

D.L.AULT,
City Attorney of the City of San Diego.
By H.B.DANIEL, Assistant.

FORM OF FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That J.L.Kruly, as principal, and MARYLAND CASUALTY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Maryland as Surety, are held and firmly bound unto the City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of Thirty One Thousand Two Hundred Sixty Four & 50/100 (\$31,264.50) (not less than one hundred per cent of estimated contract price), lawful money of the United States of America, to be paid to the City of San Diego, for the payment of which well and truly to be made, we hereby bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this eighth day of November, 1937.

Whereas, the said principal has entered into the annexed contract with the City of San Diego to furnish all materials, and all labor, tools, appliances, transportation and other expenses necessary or incidental to the construction, completion and installation of College Reservoir and Pipe Line in the County of San Diego, State of California, all as more particularly and in detail shown upon those certain plans and specifications filed in the office of the City Clerk of the City of San Diego on the 21st day of September, 1937,

marked Document No. 304648 and endorsed College Reservoir and Pipe Line; said plans consisting of 4 sheets, and said specifications consisting of 88 sheets, copies of which plans and specifications are attached to said contract and made a part thereof as in said contract provided and reference is hereby made to said contract and to said plans and specifications for a particular description of the work to be done;

NOW THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions and agreements in the said contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of San Diego, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

And the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their seals this Eighth day of November, 1937, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

J.L.KRULY, Principal

(SEAL)

MARYLAND CASUALTY COMPANY, Surety
By N.C.ANDREWS, Attorney-in-fact.

If executed by an individual or partnership contractor, appropriate changes shall be made in the last preceding paragraph..

STATE OF CALIFORNIA,)
COUNTY OF LOS ANGELES,)ss

On this 8th day of November in the year one thousand nine hundred and thirty-seven, before me Frances B. Gray, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared N.C.Andrews known to me to be the duly authorized Attorney-in-Fact of MARYLAND CASUALTY COMPANY, and the same person whose name is subscribed to the within instrument as the Attorney-in-Fact of said Corporation, and the said N.C.Andrews acknowledged to me that he subscribed the name of the MARYLAND CASUALTY COMPANY as Surety, and his own name as Attorney-in-Fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

(SEAL)

My Commission Expires
1/6/38.

FRANCES B. GRAY
Notary Public in and for said County and State.

I hereby approve the form of the within Bond this 9th day of November, 1937.

D.L.AULT
City Attorney of the City of San Diego.
By H.B.DANIEL,
Assistant.

Approved by a majority of the members of the Council of the City of San Diego, this 9th day of November, 1937.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk.

P.J.BENBOUGH
HERBERT E. FISH
ADDISON E. HOUSH
RAYMOND M. WANSLEY
W.C.CRANDALL
BRUCE R. STANNARD
JOHN S. SIEBERT
Members of the Council.

FORM OF LABOR AND MATERIALMEN'S BOND

KNOW ALL MEN BY THESE PRESENTS, That J.L.KRULY as principal, and MARYLAND CASUALTY COMPANY a corporation organized and existing under and by virtue of the laws of the State of Maryland as Surety, are held and firmly bound unto The City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of Fifteen Thousand Six Hundred Thirty-Two and 25/100 Dollars (\$15,632.25), (not less than fifty per cent of estimated contract price), lawful money of the United States of America, to be paid to the City of San Diego for the payment of which, well and truly to be made, we hereby bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this Eighth day of November, 1937.

Whereas, the said principal has entered into the annexed contract with the City of San Diego to furnish all materials, and all labor, tools, appliances, transportation and other expenses necessary or incidental to the construction, completion and installation of College Reservoir and Pipes in the County of San Diego, State of California, all as more particularly and in detail shown upon those certain plans and specifications filed in the office of the City Clerk of said The City of San Diego on the 21st day of September, 1937, marked Document No. 304648, and endorsed College Reservoir and Pipe Line; said plans consisting of 4 sheets and said specifications consisting of 88 sheets, copies of which plans and specifications are attached to said contract and made a part thereof as in said Contract provided; and reference is hereby made to said contract and to said plans and specifications for a particular description of the work to be done.

And, whereas, the aforesaid penal sum of Fifteen Thousand and Six Hundred Thirty-Two and 25/100 Dollars (\$15,632.25), being not less than one-half of the total amount payable by the terms of said contract, is intended and is hereby made to inure to and for the use in the said work;

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, his or its heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind as required by the provisions of an act of the Legislature of the State of California entitled

"An Act to secure the payment of claims of persons employed by contractors upon public works, and the claim of persons who furnish materials, supplies, teams, implements, or machinery used or consumed by such contractors in the performance of such work, and prescribing the duties of certain public officers with respect thereto," approved May 10, 1919, as amended, then said Surety will pay the same in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fee, as shall be fixed by the court, awarded and taxed as in the above mentioned Statute provided.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under said Act, so as to give a right of action to them or their assigns in any suit brought upon this bond.

And the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their seals this eighth day of November, 1937, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

J.L.KRULY, Principal.

MARYLAND CASUALTY COMPANY, Surety
By N.C.ANDREWS, Attorney-in-Fact.

(SEAL)

If executed by an individual or partnership contractor, appropriate changes shall be made in the last preceding paragraph.

STATE OF CALIFORNIA,)
COUNTY OF LOS ANGELES,)ss

On this 8th day of November in the year one thousand nine hundred and thirty-seven, before me Frances B. Gray, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared N.C.Andrews known to me to be the duly authorized Attorney-in-Fact of MARYLAND CASUALTY COMPANY, and the same person whose name is subscribed to the within instrument as the Attorney-in-Fact of said Corporation, and the said N.C.Andrews acknowledged to me that he subscribed the name of the MARYLAND CASUALTY COMPANY as Surety, and his own name as Attorney-in-Fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

FRANCES B. GRAY

Notary Public in and for said County and State

(SEAL)

My Commission Expires
1/6/38.

I hereby approve the form of the within Bond this 9th day of November, 1937.

D.L.AULT

City Attorney of the City of San Diego
By H.B.DANIEL, Assistant

Approved by a majority of the members of the Council of the City of San Diego, this 9th day of November, 1937.

P.J.BENBOUGH
HERBERT E. FISH
ADDISON E. HOUSH
RAYMOND M. WANSLEY
W.C.CRANDALL
BRUCE R. STANNARD
JOHN S. SIEBERT

Members of the Council.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with J.L.Kruly for College Reservoir Pipe Line. Being Document No.305385.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By Helen M. Wallig Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, That General Electric Supply Corporation, as Principal and United States Guarantee Company a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of One Hundred Fifty-six Dollars (\$156.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 29th day of October, 1937.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to Furnish and deliver f.o.b. San Diego, City's Electrical Department, 20th and B Streets:

35 - Novalux Luminaires, in accordance with the specifications referred to in said contract and filed in the office of the City Clerk of said City under Document No. 304746, and for the contract price therein set forth.

NOW, THEREFORE, if the said principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

GENERAL ELECTRIC SUPPLY CORPORATION, PRINCIPAL.
By: F.C.TODT, District Manager

ATTEST:
H.L.KENNEDY

(SEAL)

UNITED STATES GUARANTEE COMPANY, Surety
By R.G.HILLMAN, Attorney-in-Fact.
And BONNIE DANIELS, Attorney-in-Fact.

STATE OF CALIFORNIA,)
COUNTY OF LOS ANGELES,) ss

On this 29th day of October, A.D. 1937, before me, Chas. E. Brown, a Notary Public in and for the said County and State, personally appeared R.G.Hillman and Bonnie Daniels, known to me to be the persons whose names are subscribed to the within Instrument, as the Attorneys-in-Fact of United States Guarantee Co. and acknowledged to me that they and each of them subscribed the name of United States Guarantee Co. thereto as principal and their own names as Attorneys-in-Fact.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)
My Commission Expires,
January 12, 1938.

CHAS. E. BROWN
Notary Public in and for said County and State.

I hereby approve the form of the within Bond, this 12th day of November, 1937.

D.L.AULT, City Attorney
By H.B.DANIEL, Deputy City Attorney.

Approved by the City Manager of the City of San Diego, California, this 12th day of November, 1937.

R.W.FLACK, City Manager.

C O N T R A C T

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 29th day of October, 1937, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and GENERAL ELECTRIC SUPPLY CORPORATION party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City:

35 - Novalux Luminaires, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 304746.

Delivery f.o.b. San Diego, City's Electrical Department, 20th and B Streets.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

35 Novalux Luminaires at \$17.29 each of the total price of Six Hundred Twenty-three and 30/100 Dollars (\$623.30), which price includes the California Sales Tax.

Said contractor agrees to begin delivery of said material within one (1) day from and after the date of the execution of this contract, and to complete said delivery on or before the ____ day of ____, 1937.

Said City, in consideration of the furnishing and delivery of said material by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said material by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit:

Upon complete delivery of said material, and the acceptance of the same by the City Manager of said City, ninety per cent (90%) of the said contract price shall be paid said contractor, and ten per cent (10%) shall not become due and payable until a release shall have been executed and filed as hereinafter provided, and until five (5) days shall have elapsed after the expiration of the period within which liens may be filed under the provisions of Title IV, Part III, of the Code of Civil Procedure of the State of California. When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager of said City, and when a release of all claims against The City of San Diego under or by virtue of the contract shall have been executed by the contractor, and when five (5) days shall have elapsed after the expiration of the period within which liens may be filed, as hereinabove provided, final payment will be made, at such time, and in such manner as provided by law, of any balance due, including the percentage withheld as above stated, or such portion thereof as may be due the contractor.

Said contractor hereby agrees that it will be bound by each and every part of this contract, and deliver and cause to be delivered all of said material, as herein specified.

No interest in this agreement shall be transferred by the contractor to any other party, and any such transfer shall cause annulment of this contract, so far as The City of San Diego is concerned. All rights of action, however, for any breach of this contract are reserved to said City;

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of the City of San Diego, or the general laws in effect in said City, shall said City or any department, board of officer thereof, be liable for any portion of the contract price; also that no extra work shall be done by said contractor unless authorized and directed by resolution of said Council to that effect.

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of the City of San Diego, pursuant to and under Resolution No. 66691 of the Council authorizing such execution, and the contractor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers the day and year in this agreement first above written.

THE CITY OF SAN DIEGO
By R.W.FLACK, City Manager.

GENERAL ELECTRIC SUPPLY CORPORATION, Contractor.
By F.C.TODT, District Manager.

ATTEST:
H.L.KENNEDY

I HEREBY APPROVE the form of the foregoing contract, this 12th day of November, 1937.

D.L.AULT, City Attorney
By H.B.DANIEL, Deputy City Attorney.

RESOLVED, that sales contracts and bids including, but not by way of limitation of the foregoing, sales contracts with and bids to the United States Government or any department thereof, to any state, county or municipal government or any department thereof, and bonds, which may be required in connection with any such contracts or bids may be executed for and on behalf of the General Electric Supply Corporation, a Delaware corporation, by any of the following:

I, S.B. Anderson, Assistant Secretary of the General Electric Supply Corporation,

a Delaware corporation, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Board of Directors of said corporation at a meeting held in New York City at which a quorum was present, on the 28th day of February, 1935, and that C.W.GOODWIN, Jr., District Manager - San Francisco E.C.TODT, District Manager - Los Angeles H.R.OLSON, District Credit Manager - Los Angeles were duly authorized to execute the documents covered by the resolution. IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the said General Electric Supply Corporation, a Delaware corporation, this 15 day of February, 1937. (SEAL) S.B.ANDERSON, Assistant Secretary

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with General Electric Supply Corporation. Being Document No. 305423. ALLEN H. WRIGHT City Clerk of the City of San Diego, California By Helan M. Willey Deputy.

A G R E E M E N T

WHEREAS, Western Metal Supply Co., is the owner of Lots K & L Block 137 Subdivision Horton's Addition City of San Diego, County of San Diego, State of California, and, WHEREAS, the provisions of Ordinance No. 837 (New Series) of the Ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 16th day of September, 1937, by us that we will, for and in consideration of the permission granted Sept 14 to remove 60 feet of curbing on Eighth Ave. adjacent to the above described property, bind ourselves to, and do hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs us so to do, and comply therewith at our own expense and with no cost or obligation on the part of the City of San Diego.

We further agree that this agreement shall be binding on ourselves, our heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

(SEAL)

WESTERN METAL SUPPLY CO.
Owner's Name
By W.C.SHAW, Sec'y.
Address 215-7th Avenue.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,) ss

On this 9th day of November, A.D. Nineteen Hundred and 37, before me, William J. Dowd a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared W.C. Shaw known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL) WILLIAM J. DOWD
Notary Public in and for the County of San Diego,
State of California.

RECORDED NOV 29 1937 18 Mh. past 9 A.M. In Book 719 At Page 249 of Official Records, San Diego Co., Cal. Recorded At Request of City of San Diego.

O.M.SWOPE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book. M.E.BAIRD, #9
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement of Western Metal Supply Co. to the City of San Diego, California. Being Document No. 305477.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California
By Helan M. Willey Deputy.

PREFERENTIAL, NON-EXCLUSIVE USE AND OCCUPANCY PERMIT

THIS PERMIT AGREEMENT, made this 1st day of November, 1937, between THE CITY OF SAN DIEGO, acting by and through the Superintendent of Parks thereof, hereinafter sometimes designated as the "City", party of the first part; and THE SAN DIEGO HALL OF EDUCATION, party of the Second Part, WITNESSETH:

THAT WHEREAS, under and subject to the provisions of Ordinance No. 1013 (New Series) of the ordinances of the City, non-commercial, local societies, groups and organizations engaged in civic, social, educational, cultural, recreational or philanthropic work or activities, may, at the discretion of the Park Department of the City and subject to ratification by the City Council, be permitted to establish and maintain regular meeting places and headquarters in certain buildings belonging to the City located in Balboa Park; and

WHEREAS, the party of the second part is a non-commercial body engaged in the establishment of an education center, for use of the general public.

NOW, THEREFORE, in consideration of the covenants and agreements to be kept and performed by the party of the second part and upon the terms and conditions for the purposes, all as hereinafter contained, the City does hereby grant to the party of the second part a revocable, preferential, but non-exclusive, permit for the use and occupancy of The Palace of Education.

This permit is granted upon the following terms and conditions, and the party of the second part, in consideration of the granting thereof, hereby covenants and agrees that it will faithfully keep, perform and in all respects be bound by each and every such term and condition, to-wit:

(1) Of This Permit.

(2) Party of the second part shall save the City harmless from any claim of damage or injury to person or property that may result from such occupancy.

(3) That the City shall not be required to incur any expense or obligation to improve, repair or reconstruct any portion of the building or portion covered by the permit; and that the party of the second part shall, at its own expense, at all times maintain the building or space covered by this permit in a safe, clean and sanitary condition and promptly, when required so to do by the Park Department, make any repairs of damage or depreciation resulting from the occupancy.

(4) Party of the second part shall pay to the City for such use and occupancy the sum of ONE HUNDRED FORTY-ONE AND 10/100 DOLLARS (\$141.10) Per annum for insurance, payable on date of signing of contract.

(5) That the party of the second part shall be required to be responsible for and to pay all charges for light, heat and water furnished for or by reason of such occupancy.

(6) That full jurisdiction and control of the premises covered by this permit shall be and remain in the Park Department, and this permit shall be revocable at any time and at the uncontrolled discretion of the Park Department.

(7) That the general public shall not be wholly or permanently excluded from the building or portion of building covered by this permit; provided, however, that reasonable restrictions may be made, consistently with the right of the public to the use and enjoyment of the park and the building therein, to enable the party of the second part to use the premises for the purposes for which the same are allocated. Any such restrictions shall, before the same are put into effect, be submitted to and receive the written approval of the Park Department.

(8) That the use and occupancy provided for by this permit shall also be subject to such uniform and proper rules and regulations as the Park Department are authorized to make and enforce under the provisions of said Ordinance No. 1013 (New Series) for the use, occupancy, maintenance and care of such buildings or part of buildings as are authorized to be allocated for partial use and occupancy under said ordinance.

IN WITNESS WHEREOF, this permit is executed by the City of San Diego, acting by and through the Superintendent of Parks of said City, party of the first part, and the party of the second part THE SAN DIEGO HALL OF EDUCATION the day and year in this permit first above written.

THE CITY OF SAN DIEGO,
By J.G.MORLEY
Superintendent of Parks.

THE SAN DIEGO HALL OF EDUCATION
By VESTA C. MUEHLEISEN
President.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Occupancy Permit of the San Diego Hall of Education. Being Document No. 305532.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California

By Helen M. Wallig Deputy.

A G R E E M E N T

WHEREAS, Elizabeth T. Hammon are, is the owner of S.W.Corner of Cherokee & El Cajon, Lots 45-46-7-8, Block 34 ReSubdivision of Bl. H-I of Teralta, and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the Ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 22 day of November, 1937, by Elizabeth T. Hammon that I will, for and in consideration of the permission granted me to remove 17 feet of curbing on El Cajon 19 feet of curbing on Cherokee Street adjacent to the above described property, bind myself to, and I hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of the City of San Diego.

I further agree that this agreement shall be binding on me & my heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

ELIZABETH T. HAMMON
Owner's Name
3820 - 31st St.
Address.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,) ss

On this 22nd day of November, A.D. Nineteen Hundred and Thirty-seven, before me, A.L.Griffiths a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Elizabeth T. Hammon known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my Office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

A.L.GRIFFITHS
Notary Public in and for the County of San Diego,
State of California.

(SEAL)

RECORDED NOV 29 1937 4 Min. past 9 A.M. In Book 714 At Page 401 of Official Records, San Diego Co., Cal. Recorded At Request of Grantee.

O.M.SWOPE, County Recorder
By Deputy D. COLE

I certify that I have correctly transcribed this document in above mentioned book. SULLIVAN #5
Copyist County Recorder's Office, S.D.County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from Elizabeth T. Hammon to City of San Diego. Being Document No. 305593.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California

By Helen M. Wallig Deputy.

A G R E E M E N T

WHEREAS, CONSOLIDATED STEEL CORPORATION, LTD. is the owner of Lot "J", Block 80, Horton's Addition in the City of San Diego, California, and,

WHEREAS, the provisions of Ordinance No. 837 (New Series), of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 4th day of November, 1937, by CONSOLIDATED STEEL CORPORATION, LTD. that we will, for and in consideration of the permission granted us to remove 30 feet of curbing on 13th Street adjacent to the above described property, bind ourselves to and we hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs us so to do, and comply therewith at our own expense and with no cost or obligation on the part of the City of San Diego.

We further agree that this agreement shall be binding on us, our heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

(SEAL)

CONSOLIDATED STEEL CORPORATION, LTD.
By D.G.HENDERSON, Vice President
And R.O.CRAGIN, Secretary
5700 South Eastern Avenue, Los Angeles.

STATE OF CALIFORNIA,)
COUNTY OF LOS ANGELES,)ss

On this 4th day of November, A.D. Nineteen Hundred and thirty-seven, before me, Garnet Hill, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared D.G.Henderson, known to me to be the Vice President, and R.O.Cragin, known to me to be the Secretary of the Consolidated Steel Corporation, Ltd., the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument, on behalf of the Corporation herein named, and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at my Office in Los Angeles, County of Los Angeles, State of California, the day and year in this certificate first above written.

(SEAL)

My Commission expires,
February 16, 1941.

GARNET HILL
Notary Public in and for the County of Los Angeles,
State of California.

RECORDED NOV 29 1937 25 Min. past 3 P.M. In Book 715 At Page 316 of Official Records, San Diego Co., Cal. Recorded At Request of City Clerk.

O.M.SWOPE, County Recorder
By Deputy R.N.HOWE

I certify that I have correctly transcribed this document in above mentioned book.

E. BAEPLER
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from Consolidated Steel Corp. to the City of San Diego, California. Being Document No. 305627.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.

By Nelan M. Wellig Deputy.

PREFERENTIAL, NON-EXCLUSIVE USE AND OCCUPANCY PERMIT

THIS PERMIT AGREEMENT, made this 2nd day of December, 1937, between THE CITY OF SAN DIEGO, acting by and through the Superintendent of Parks thereof, hereinafter sometimes designated as the "City", party of the first part; and County of San Diego, sponsor for the Works Progress Administration Toy Repair Project, party of the Second Part, WITNESSETH:

THAT WHEREAS, under and subject to the provisions of Ordinance No. 1013 (New Series) of the Ordinances of the City, non-commercial, local societies, groups and organizations engaged in civic, social, educational, cultural, recreational or philanthropic work or activities, may, at the discretion of the Park Department of the City and subject to ratification by the City Council, be permitted to establish and maintain regular meeting places and headquarters in certain buildings belonging to the City located in Balboa Park; and

WHEREAS, the party of the second part is a non-commercial body engaged in the repair of children's toys.

NOW, THEREFORE, in consideration of the covenants and agreements to be kept and performed by the party of the second part and upon the terms and conditions for the purposes, all as hereinafter contained, the City does hereby grant to the party of the second part a revocable, preferential, but non-exclusive, permit for the use and occupancy of the two northerly levels of the Food and Beverage Building, Balboa Park,

This permit is granted upon the following terms and conditions, and the party of the second part, in consideration of the granting thereof, hereby covenants and agrees that it will faithfully keep, perform and in all respects be bound by each and every such term and condition, to-wit:

(1) That no smoking be permitted in the building; Cars of employees shall be parked outside the Exposition area in a space designated by the Park Director; Trucks shall be loaded and unloaded only at the east entrance between the hours of seven and nine A.M.

(2) Party of the second part shall save the City harmless from any claim of damage or injury to person or property that may result from such occupancy.

(3) That the City shall not be required to incur any expense or obligation to improve, repair or reconstruct any portion of the building or portion covered by the permit; and that the party of the second part shall, at its own expense, at all times maintain the building or space covered by this permit in a safe, clean and sanitary condition and promptly, when required so to do by the Park Department, make any repairs of damage or depreciation resulting from the occupancy.

(4) Party of the second part shall pay to the City for such use and occupancy the sum of No dollars and no cents Dollars (\$0.00).

(5) That the party of the second part shall be required to be responsible for and to pay all charges for light, heat and water furnished for or by reason of such occupancy.

(6) That full jurisdiction and control of the premises covered by this permit shall be and remain in the Park Department, and this permit shall be revocable at any time and at the uncontrolled discretion of the Park Department.

(7) That the general public shall not be wholly or permanently excluded from the building or portion of building covered by this permit; provided, however, that reasonable restrictions may be made, consistently with the right of the public to the use and enjoyment of the park and the building therein, to enable the party of the second part to use the premises for the purposes for which the same are allocated. Any such restrictions shall, before the same are put into effect, be submitted to and receive the written approval of the Park Department.

(8) That the use and occupancy provided for by this permit shall also be subject to such uniform and proper rules and regulations as the Park Department are authorized to make and enforce under the provisions of said Ordinance No. 1013 (New Series) for the use, occupancy, maintenance and care of such buildings or part of buildings as are authorized to be allocated for partial use and occupancy under said ordinance.

IN WITNESS WHEREOF, THIS PERMIT IS executed by The City of San Diego, acting by and through the Superintendent of Parks of said City, party of the first part, and the party of the second part The County of San Diego, sponsor for the Works Progress Administration Toy Repair Project, the day and year in this permit first above written.

THE CITY OF SAN DIEGO,
By J.G.MORLEY, Superintendent of Parks.

(SEAL) ATTEST:
J.B.McLEES,
County Clerk and Ex-officio Clerk
of the Board of Supervisors
By M. NASLAND, Deputy.

WALTER BELLON
Chairman, Board of Supervisors,
San Diego County, California.

The foregoing Preferential, Non-exclusive Use and Occupancy Permit is hereby ratified, confirmed and approved this 7th day of December, 1937, by a majority of the members of the Council of the City of San Diego, pursuant to resolution duly adopted by said City Council authorizing the same.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Occupancy Permit for W.P.A. Toy Repair Project. Being Document No. 305777.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California

By Helen M. Willig Deputy.

A G R E E M E N T

WHEREAS, SAN DIEGO TRUST AND SAVINGS BANK, a corporation, was Executor of the last Will and Testament of EVALYN J. MASON, deceased, are, the owners of Lot 11-Block 14 Subdivision Bayview Homestead - K & L - 191 Horton's Addition in the City of San Diego, and

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the Ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 19th day of November, 1937, by SAN DIEGO TRUST AND SAVINGS BANK that they will, for and in consideration of the permission granted them to remove 105 feet of curbing on 6th and Ash streets adjacent to the above described property, bind them to, and they hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, and comply therewith at their own expense and with no cost or obligation on the part of the City of San Diego.

They further agree that this agreement shall be binding on them, their heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

(SEAL)

SAN DIEGO TRUST & SAVINGS BANK, Executor of
Last Will and Testament of
EVALYN J. MASON, deceased
Owner's Name
By M.G.RICHARDSON, Asst. Trust Officer
Address

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,) ss

On this 19th day of November, 1937, before me, Lois B. Bell a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared M. G. Richardson known to me to be the Asst. Trust Officer of the Corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same, as Executor.

In Witness Whereof, I have hereunto set my hand and affixed my official seal, at my office in the County of San Diego, the day and year in this certificate first above written.

LOIS B. BELL
Notary Public in and for the County of San Diego,
State of California.

(SEAL)
My Commission Expires,
June 10, 1941.

RECORDED DEC 2 1937 18 Min. past 3 P.M. In Book 726 At Page 248 of Official Records, San Diego Co., Cal. Recorded At Request of Grantee.

O.M.SWOPE, County Recorder
By Deputy D. Cole

I certify that I have correctly transcribed this document in above mentioned book.
NOLA N. PFAHLER
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from S.D. Trust & Savings Bank. Being Document No. 305639.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.

By Helen M. Willig Deputy.

LEASE

THIS INDENTURE OF LEASE, made and entered into this 9th day of December, 1937, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California; acting by and through the Harbor Commission of said City, as Lessor, hereinafter called the City, and RICHFIELD OIL CORPORATION, a corporation, as Lessee, WITNESSETH:

That the City, lessor as aforesaid, does by these presents demise and let unto the lessee, upon the terms and conditions and for the purposes and uses hereinafter recited, and the lessee hereby hires and accepts from the City, upon the terms and conditions and for the uses and purposes hereinafter recited, all those lands bordering and extending into the Bay of San Diego, and being a portion of those lands conveyed to The City of San Diego by the State of California under the provisions of that certain Act of the Legislature, entitled, "An Act conveying certain tidelands and lands lying under inland navigable waters situated in the Bay of San Diego to the City of San Diego in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof," approved on the first day of May, 1911, and as subsequently amended, particularly described as follows, to-wit:

PARCEL NO. 1:

Beginning at a point on the U.S. Bulkhead Line, as said Bulkhead Line is now established for the Bay of San Diego, distant 79.50 feet northwesterly from Bulkhead Station No. 186; thence south 37° 32' 15" west a distance of 320.10 feet to a point; thence south 52° 27' 45" east at right angles to the first described course a distance of 31.0 feet; thence south 37° 32' 15" west at right angles to the last described course a distance of 30.0 feet; thence north 52° 27' 45" west at right angles to the last described course a distance of 100.0 feet; thence north 37° 32' 15" east at right angle to the last described course a distance of 30.0 feet; thence south 52° 27' 45" east at right angle to the last described course a distance of 39.0 feet; thence north 37° 32' 15" east parallel to the first described course a distance of 317.80 feet, more or less, to an intersection with the said U.S. Bulkhead Line; thence south 56° 51' 00" east following along the said U.S. Bulkhead Line to the point or place of beginning, containing 12,570 square feet of bay area.

PARCEL NO. 2:

Beginning at a point on the U.S. Bulkhead Line, as said Bulkhead Line is now established for the Bay of San Diego, distant 93.54 feet northwesterly from Bulkhead Station No. 186; thence north 37° 32' 15" east a distance of 518.34 feet, more or less, to an intersection with the Mean High Tide Line of the Bay of San Diego, as said Mean High Tide Line was established by that certain Superior Court action numbered 35473; thence north 75° 02' 15" west along the said Mean High Tide Line a distance of 10.83 feet to a point; thence south 37° 32' 15" west parallel to the first described course a distance of 514.95 feet, more or less, to an intersection with the said U.S. Bulkhead Line; thence south 56° 51' 00" east along the said U.S. Bulkhead Line to the point or place of beginning, containing an area of 5,160 square feet.

The lands hereinabove described being shown on the map or plat marked Exhibit "A", attached hereto and made a part of this lease.

TO HAVE AND TO HOLD the said premises and each and every part thereof unto the lessee for a term beginning on the first day of October, 1937, and ending on the 30th day of September, 1942, unless sooner terminated as herein provided, at the following rentals:

Seventy-five dollars (\$75.00) per month for the premises hereinbefore described as Parcel No. 1; and

Twenty-five dollars (\$25.00) per month for the premises hereinbefore described as Parcel No. 2.

All rentals hereunder shall be due and payable monthly in advance upon the first day of each and every month during the term of this lease.

Neither the whole, nor any part of this lease shall be assignable or transferable, nor shall the lessee have the right to sublet the leased premises, or any part thereof, without the consent of the Harbor Commission, evidenced by resolution duly and regularly passed and adopted.

The Council of said City and the Harbor Commission of said City, and the people of said City, hereby reserve the right and privilege to annul, change or modify this lease in such manner as may seem proper, save and except the right to increase rental or other obligations of Lessee, upon the payment to said lessee of reasonable compensation for damages occasioned by said annulment, change or modification. The reasonable compensation herein provided to be paid to the lessee shall be based upon and limited to compensation for the actual value of such buildings, structures and physical improvements placed upon the demised premises by the lessee as are required, authorized or permitted under the terms of this lease, and shall not be held to include compensation to said lessee for any damage to, interference with, or loss of business or franchise occasioned by any such annulment, change or modification.

In addition to the foregoing provisions, it is hereby agreed by the parties to this lease that the same is granted and accepted upon the further terms and conditions hereinafter provided, to-wit:

(1) That the demised premises hereinabove described as Parcel No. 1 shall be used only and exclusively for the purpose of constructing, maintaining and operating thereon wharves or trestles, or both. That said lessee shall have the right to construct, maintain and operate upon such wharves or trestles, and remove therefrom, pipe lines for the transportation of gasoline, oil, water and other substances, and lines for telephone, telegraph, light and/or power purposes, and also such buildings, structures, appliances and appurtenances as may be necessary or convenient for the proper use and enjoyment of said wharves and trestles and for the loading and discharging of cargo upon or from vessels thereat. That said lessee shall also have the right to dock or cause to be docked vessels at such wharves or trestles for the purpose of loading or discharging cargo, subject to such regulations as are now in force or may be hereafter prescribed by the proper authority of the City of San Diego, covering the dockage of vessels at wharves in the Bay of San Diego.

(2) That the demised premises hereinabove described as Parcel No. 2 shall be used only and exclusively for the purpose of installing and maintaining thereon pipe lines for the transportation of gasoline, oil, water and other substances. That all existing pipe lines shall remain underground, and all pipe lines to be installed in the future shall be laid to a minimum depth of 24 inches under the finish grade, as set by the Harbor Engineer.

(3) That all plans for buildings and improvements to be erected or placed upon said leased premises shall comply with all the ordinances of the City of San Diego, and shall be subject to the approval of the Harbor Commission of said City.

(4) That upon the expiration of the term of this lease, or upon the sooner termination thereof, as herein provided, said lessee shall promptly remove from said premises such wharves, trestles, pipe lines, lines for telephone, telegraph, light and/or power purposes, and such buildings, structures, appliances and appurtenances as may have been constructed by said lessee on said premises.

(5) At no time during the life of this lease shall The City of San Diego be required to make any improvement on or for the benefit of the said leased lands hereinabove described; and it is expressly understood that The City of San Diego shall not bear any of the cost of any dredging whatever from the said leased premises to deep water channel which may be necessitated by reason of filling done by said The City of San Diego.

(6) That said City reserves the right to lay water pipes and to open streets through and across said premises hereinabove described as Parcel No. 2, and to make such other improvement for the development of the facilities of the Bay of San Diego for the purpose of navigation, commerce and the fisheries, and of the dockage of vessels on said premises at such time and in such manner as may be provided in any general plan of harbor improvement adopted by the Council of said City, and that the lessee will remove any structures or buildings from said demised premises as shall interfere with carrying out the adopted harbor plan in any way whatsoever, at its own cost and expense, and without any claim or right to damages or compensation therefor; provided, only, that said lessee shall not be disturbed in the possession and use of said premises to any greater degree than is necessary in the carrying out and completion of said general plan of improvement.

(7) In the event the lessee shall fail to fulfill in any manner the uses and purposes for which the said premises are leased as above set forth, or shall fail or refuse to perform any of the obligations undertaken by it under this lease, or shall violate any of the terms or conditions herein expressed, including the prompt payment when the same shall be due of all rentals reserved herein, then and in that event this lease shall terminate, and said lessee shall have no further rights hereunder, and the said lessee shall remove from said demised premises and shall have no further right or claim thereto, and the said City shall immediately thereupon, without recourse to the courts, have the right to take possession of said premises, and said lessee shall forfeit all rights and claims thereto and hereunder; and said lessee, in accepting this lease, hereby acknowledges the right of said City to take possession of said premises immediately upon the neglect or refusal of said lessee to comply with the terms and conditions hereinbefore mentioned.

(8) Reference is hereby made to all laws as now existing, and as hereafter amended or enacted, applicable to the leasing of tidelands by the City of San Diego, and by such reference all restrictions or conditions imposed, or reservations made thereby, are made a part of this lease with like effect as though the same were expressly set forth herein.

IN WITNESS WHEREOF, a majority of the members of the Harbor Commission of the City of San Diego have hereunto subscribed their names as and for the act of said City, and the said lessee has caused this instrument to be executed, and its corporate name and seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first hereinabove written.

THE CITY OF SAN DIEGO, Lessor
By RUFUS CHOATE
R.H. VANDEMAN
EMIL KLICKA
Members of the Harbor Commission of
The City of San Diego.

(SEAL)

RICHFIELD OIL CORPORATION, Lessee
By W.T. DINKINS, Vice-President
R.B. DOWNEY, Assistant Secretary.

I hereby approve the form of the foregoing Lease, this 13 day of August, 1937.

D.L. AULT, City Attorney
By H.B. DANIEL, Assistant City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy Lease with Richfield Oil Corp. Being Document No. 305879.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.

By Helen M. Walling Deputy.

AGREEMENT

WHEREAS, Josephine Stegkemper and William Stegkemper are, the owners of por. of Lots 25 to 27 Block 226 Subdivision University Heights, City of San Diego, County of San Diego, State of California, and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 9th day of December, 1937, by them that they will, for and in consideration of the permission granted them to remove 45 feet of curbing on University Ave. and 50 feet on Richmond St. street adjacent to the above described property, bind themselves to, and they hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, and comply therewith at their own expense and with no cost or obligation on the part of the City of San Diego.

They further agree that this agreement shall be binding on them and their heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

WILLIAM STEGKEMPER
Owner's Name
3545 Front St. San Diego, Cal.
Address

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 9th day of December, A.D. Nineteen Hundred and Thirty-seven, before me, Ina B. Taylor, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared William Stegkemper known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

INA B. TAYLOR
Notary Public in and for the County of San Diego,
State of California.

(SEAL)

My Commission Expires,
Dec. 2, 1938.

RECORDED DEC 24 1937 ___ Min. past 2 P.M. In Book 729 At Page 308 of Official
Records, San Diego Co., Cal. Recorded At Request of Grantee.

O.M.SWOPE, County Recorder
By Deputy D. COLE

I certify that I have correctly transcribed this document in above mentioned book.
O? PRYOR

Copyist County Recorder's Office, S.D.County,Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy
of Curb Cutting Agreement from William Stegkemper to the City of San Diego, California.
Being Document No. 305911.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California

By Helan M. Wilg Deputy.

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS
SACRAMENTO

December 3, 1937.

Applications 2992, 2993, 2994, 2995
Permits 2120, 2121, 2122, 2123

City of San Diego
Water Department
524 F Street
San Diego, California

Attention: Fred D. Pyle, Hydraulic Engineer

Gentlemen:

Based upon the representations set forth in your letter of November 30th, orders
have been entered, copies of which are enclosed, granting extension of time until December
1, 1942 within which to apply the water to full beneficial use under the above numbered ap-
plications and permits. It is suggested that these copies of the orders be attached to
your copies of the permits.

Very truly yours,
HAROLD CONKLING
Deputy in Charge of Water Rights

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS
DIVISION OF WATER RESOURCES
ORDER

Application 2992 - Permit 2120 - License

ORDER GRANTING EXTENSION OF TIME WITHIN
WHICH TO COMPLETE USE OF WATER

WHEREAS good cause has been shown wherefore an extension of time should be
allowed for the application of the water to complete beneficial use under Application
2992, Permit 2120.

NOW THEREFORE it is hereby order^d that an extension of time be and the same is
hereby granted until December 1, 1942 within which to apply the water to complete benefi-
cial use under said application and permit.

WITNESS my hand and the seal of the Department of Public Works of the State of
California this 3rd day of December, 1937.

(SEAL)

EDWARD HYATT, State Engineer
By HAROLD CONKLING, Deputy.

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS
DIVISION OF WATER RESOURCES
ORDER

Application 2993 - Permit 2121 - License

ORDER GRANTING EXTENSION OF TIME WITHIN
WHICH TO COMPLETE USE OF WATER

WHEREAS good cause has been shown wherefore an extension of time should be
allowed for the application of the water to complete beneficial use under Application
2993, Permit 2121.

NOW THEREFORE it is hereby ordered that an extension of time be and the same is
hereby granted until December 1, 1942 within which to apply the water to complete benefi-
cial use under said application and permit.

WITNESS my hand and the seal of the Department of Public Works of the State of
California this 3rd day of December, 1937.

(SEAL)

EDWARD HYATT, State Engineer
By HAROLD CONKLING, Deputy

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS
DIVISION OF WATER RESOURCES
ORDER

Application 2994 - Permit 2122 - License

ORDER GRANTING EXTENSION OF TIME WITHIN
WHICH TO COMPLETE USE OF WATER

WHEREAS good cause has been shown wherefore an extension of time should be
allowed for the application of the water to complete beneficial use under Application
2994, Permit 2122.

NOW THEREFORE it is hereby ordered that an extension of time be and the same is
hereby granted until December 1, 1942, within which to apply the water to complete benefi-
cial use under said application and permit.

WITNESS my hand and the seal of the Department of Public Works of the State of
California this 3rd day of December, 1937.

(SEAL)

EDWARD HYATT, State Engineer
By HAROLD CONKLING, Deputy

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS
DIVISION OF WATER RESOURCES
ORDER

Application 2995 - Permit 2123 - License

ORDER GRANTING EXTENSION OF TIME WITHIN
WHICH TO COMPLETE USE OF WATER

WHEREAS good cause has been shown wherefore an extension of time should be allowed for the application of the water to complete beneficial use under Application 2995, Permit 2123.

NOW THEREFORE it is hereby ordered that an extension of time be and the same is hereby granted until December 1, 1942 within which to apply the water to complete beneficial use under said application and permit.

WITNESS my hand and the seal of the Department of Public Works of the State of California this 3rd day of December, 1937.

(SEAL)

EDWARD HYATT, State Engineer
By HAROLD CONKLING, Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Communication from Hydraulic Engineer transmitting orders of State Department of Public Works re: Certain water applications of the City of San Diego. Being Document No. 305925.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California

By Helen M. Willy Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, That INDUSTRIAL BROWNHOIST CORPORATION of 135 Washington Ave., Bay City, Michigan, as Principal and The United States Fidelity & Guaranty Co. a corporation organized and existing under and by virtue of the laws of the State of Maryland, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of SIX THOUSAND FOUR HUNDRED DOLLARS (\$6,400.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 12th day of November, 1937.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish and deliver -

1 - 75 ton oil burning steam locomotive crane
in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

NOW, THEREFORE, if the said principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

INDUSTRIAL BROWNHOIST CORPORATION
HOYT E. HAYES, Vice Pres.
Principal.

(SEAL) ATTEST:

J.C.COPELAND, Asst. Secy.

THE UNITED STATES FIDELITY GUARANTY CO.
Surety.

(SEAL) ATTEST:

S.E.EBLE

By LYLE M. CLEFT, Atty. in fact.

I hereby approve the form of the within Bond, this 14th day of November, 1937.

D.L.AULT, City Attorney
By H.B.DANIEL, Deputy City Attorney.

I HEREBY APPROVE the foregoing bond this 24th day of November, 1937.

R.W.FLACK, City Manager.

INDUSTRIAL BROWNHOIST CORPORATION
GENERAL OFFICES, BAY CITY, MICHIGAN
BAY CITY. December 8th, 1937.

AIR MAIL

Purchasing Department
City of San Diego
524 F Street
San Diego, California.
Gentlemen:

We beg to acknowledge receipt of your favor of the 6th in which you request the latter part of paragraph 3 on page A-2 which reads as follows:

"City to store said crane until disposal of same by contractor and prepare crane for shipment acceptable to railway"

be changed as agreed upon in our letter of October 29th

"City to store said crane until disposal of same by contractor and furnish the labor necessary to prepare same for shipment".

This would be satisfactory to us if you add on to the end of this phrase - "at no expense to the contractor".

This is all covered by paragraph two in our letter of October 29th referred to in your letter.

If you will re-write paragraph 3 on page A-2 of the contract as outlined above, it will be satisfactory to us and send us an additional page for the bonding company's copy. We are returning herewith both copies of the contract.

Your letter and the copies of the contract were received by our company this afternoon and we are getting it off immediately by air mail, hoping that it may possibly reach you in time for your meeting tomorrow evening.

Yours very truly,
INDUSTRIAL BROWNHOIST CORPORATION
HOYT E. HAYES
Vice President.

HEH/JO
CC-Bevis
CC-regular mail
Inc -

C O N T R A C T

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 24 day of November, 1937, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and INDUSTRIAL BROWNHOIST CORPORATION, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City:

1 - 75 ton oil burning steam locomotive crane, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 304872.

The City agrees to furnish the long standing rope with the upper sheave and bail connection between them and the end of the boom for the tension system; and to accept testing of crane in presence of coast agent of Industrial Brownhoist Corporation, Mr. Bevis, in place and stead of having contractor send man from Bay City, Michigan.

The Contractor agrees to accept the City's No. 6 steam 8-wheel locomotive crane, serial number 9252, in credit on the purchase price of said locomotive crane.

Said contractor hereby agrees to furnish and deliver the material above described, at the price of \$35,700.00

Less allowance for City's furnishing long standing rope with upper sheave and bail connection between them and end of the boom for the tension system, \$ 600.00

Less allowance for City's agreeing to accept testing of crane by coast agent of Industrial Brownhoist Corporation, Mr. Bevis, in place and stead of having contractor send man from Bay City, Michigan, \$ 500.00

/ Same for shipment, at no expense to the contractor; \$9,000.00 - \$10,100.00

TOTAL Contract price \$25,600.00

Said price does not include the California State Sales Tax.

Said contractor agrees to begin delivery of said material within ninety (90) days from and after the date of the execution of this contract, and to complete said delivery on or before the 24th day of February, 1938.

Said City, in consideration of the furnishing and delivery of said material by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said material by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit:

Upon delivery of said material, and the acceptance of the same by the Port Director of said City, ninety per cent (90%) of the said contract price shall be paid said contractor, and ten per cent (10%) shall not become due and payable until a release shall have been executed and filed as hereinafter provided, and until five (5) days shall have elapsed after the expiration of the period within which liens may be filed under provisions of Title IV, Part III, of the Code of Civil Procedure of the State of California. When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager of said City, and when a release of all claims against The City of San Diego under or by virtue of the contract shall have been executed by the contractor, when five (5) days shall have elapsed after the expiration of the period within which liens may be filed, as hereinabove provided, final payment will be made, at such manner as provided by law, of any balance due, including the per centage above stated, or such portion thereof as may be due the contractor.

Said contractor hereby agrees that it will be bound by the terms of this contract, and deliver and cause to be delivered all of said material as specified.

No interest in this agreement shall be transferred to any other party, and any such transfer shall cause annulment of this contract. The City of San Diego is concerned. All rights of action, however, for breach of this contract are reserved to said City.

It is mutually agreed by and between the parties hereto that the City of San Diego, or the Harbor Commission, shall not be liable for the contract price; also that no extra work shall be required or authorized by resolution of said Council to be done by the contractor unless authorized by the Harbor Commission.

IN WITNESS WHEREOF, this contract is executed by and through the Harbor Commission of said City, and the City Clerk of said City, 66755 of the Council authorizing such execution, and the City Clerk of said City, name and seal to be hereunto affixed by its duly authorized officers, on this day of this agreement first above written.

(SEAL) ATTEST:

J.C.COPELAND, Asst. Secy.

I HEREBY APPROVE this contract, this 24 day of November, 1937.

I HEREBY CERTIFY that the foregoing is a full, true and correct copy of Contract with Industrial Brownhoist Corporation for one 75 Ton Oil burning steam locomotive crane. Being

CITY OF SAN DIEGO

AUS CHOATE

H.VandEMAN

EMIL KLIKA

Members of the Harbor Commission

INDUSTRIAL BROWNHOIST CORPORATION

Contractor

By HOYT E. HAYES, Vice Pres.

D.L.AULT, City Attorney

By H.B.DANIEL, Deputy City Attorney

and foregoing is a full, true and correct copy of Contract with Industrial Brownhoist Corporation for one 75 Ton Oil burning steam locomotive crane. Being

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California

By Helen M. Willig Deputy.

LEASE

THIS INDENTURE OF LEASE, made and entered into this 16th day of December, 1937, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, acting by and through the Harbor Commission of said City, hereinafter sometimes called the City, and HILL PROPERTIES, INC., a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter designated as the Lessee, WITNESSETH:

That the City, Lessor as aforesaid, does by these presents demise and let unto the lessee, upon the terms and conditions, and for the purposes and uses hereinafter recited, and the Lessee hereby hires and accepts from the City, upon the terms and conditions and for the uses and purposes hereinafter recited, that portion of the Harbor Admin-

istration Building located at the northeast corner of Broadway and Harbor Streets, in said City, being that certain store room therein designated as No. 1050 West Broadway, and 1027 Harbor Street, for a period of five (5) years, beginning on the 1st day of January, 1938, and ending on the 31st day of December, 1942, unless sooner terminated as herein provided, at the following rentals:

One hundred and fifty dollars (\$150.00) per month, payable in advance on the first day of each and every month, for the first three (3) years of said term, and/or until a new or different rental is fixed.

The right of the Harbor Commission of said City to adjust the rental above provided at the end of said three-year period, and/or at any time thereafter during the remainder of said term, is hereby expressly reserved to said City, and said Lessee in accepting this lease acknowledges the right of the Harbor Commission of said City to readjust and increase the rental of said premises as herein provided; provided, however, that the rental shall not be increased to exceed two hundred dollars (\$200.00) per month during the last two years of said term.

At the expiration of said five-year term the Lessee shall have the right and option to renew this lease for an additional period of five (5) years, at a rental to be fixed and determined when and if said option for renewal shall be exercised.

It is expressly understood and agreed by and between the parties hereto that this lease is upon the following conditions and covenants, all of which the Lessee, its legal representatives and assigns, hereby covenant and agree to and with the Lessor fully to observe, keep and perform:

(1) That this lease shall not be assignable or transferable, nor shall the Lessee have the right to sublet the leased premises, or any part thereof, without the consent of the Harbor Commission evidenced by resolution duly and regularly passed and adopted; and there is hereby reserved to the Council of said City and the Harbor Commission of said City, and the people of said City of San Diego the right and privilege to terminate, change or modify this lease on such terms, reservations and conditions as are stipulated herein.

(2) It is understood and agreed that the Lessee accepts the premises in the condition that the same now are, and that the Lessor shall not be required to make any repairs, alterations or improvements of any character whatsoever thereto or thereupon.

(3) That if the rent herein reserved shall be due and unpaid for a period of ten (10) days after the same shall become due and payable, this lease shall at the option of the Lessor become null and void.

(4) That the Lessee shall not keep or permit to be kept by any one on the demised premises any article which the insurance companies may deem extra hazardous, or which increases the rate of insurance.

(5) That in case of a violation by the Lessee of any of the terms and conditions of this lease the Lessor may either terminate this lease upon notice, and take possession of the premises, or may enter and possess the same as the agent of the Lessee and for its account.

(6) That said Lessee shall pay for all electric current and gas used by it upon said premises.

(7) That said premises are to be used by said Lessee for the purpose of conducting a cafe and restaurant therein, including the sale of tobacco, candies, notions, newspapers, magazines, kodak films and drug sundries; also on and off sale beer, wines and liquors.

(8) Reference is hereby made to all laws as now existing, and as hereafter amended or enacted, applicable to the leasing of tidelands by The City of San Diego, and by such reference all restrictions or conditions imposed or reservations made therein ~~are made~~ ~~therein~~ are made a part of this lease with like effect as though the same were expressly set forth herein; and the Lessee does hereby expressly covenant that it will in all respects abide by all such laws; and further that it will in the use and occupancy of said leased premises, and in all business conducted therein, strictly comply with and abide by all Federal and State laws and municipal ordinances as now existing and as hereafter amended or enacted applicable thereto.

(9) That the Lessee shall keep and maintain the demised premises in good repair, and at the termination of this lease surrender the same to the Lessor in as good condition as reasonable and proper use thereof will permit, damage by the elements alone excepted.

IN WITNESS WHEREOF, a majority of the members of the Harbor Commission of The City of San Diego have hereunto subscribed their names, as and for the act of said City, and the said Lessee has caused this instrument to be executed, and its corporate name and seal to be affixed hereto, by its proper officers thereunto duly authorized, the day and year first hereinabove written.

THE CITY OF SAN DIEGO, Lessor.

By RUFUS CHOATE

R.H. VanDEMAN

EMIL KLIKA

Members of the Harbor Commission
of the City of San Diego.

HILL PROPERTIES INC. Lessee

By HARRY HARRISON HILL, Pres.

(SEAL) ATTEST:

LOUISE W. RICHARDSON, Secy.

I hereby approve the form of the foregoing Lease, this 4 day of November, 1937.

D.L. AULT, City Attorney

By H.B. DANIEL, Assistant City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Hill Properties, Inc. Being Document No. 305949.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California

By Helen M. Willis Deputy.

UNDERTAKING FOR STREET LIGHTING.

PACIFIC HIGHWAY LIGHTING DISTRICT NO. 1.

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of NINE HUNDRED SIX DOLLARS (\$906.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 21st day of December, 1937.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into contract with said The City of San Diego, under and pursuant to Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), to do all work upon PACIFIC HIGHWAY, between the northerly line of Broadway and a line parallel to and distant 25.00 feet northwesterly from the northeasterly prolongation of the northwesterly line of Barnett Avenue; and SUBWAY STREET, between the northeasterly line of Pacific Highway and a line parallel to and distant 50.00 feet northeasterly from the northeasterly line of Pacific Highway, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
Principal

(SEAL) ATTEST:
J.A.CANNON, Secretary.

By W.F.RABER, President

THE AETNA CASUALTY AND SURETY COMPANY
Surety

(SEAL) ATTEST:
E.L.TOLSON, Resident Assistant Secretary.

By PAUL WOLCOTT, Resident Vice-President.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,) ss

On this 21st day of December, in the year nineteen hundred thirty-seven, before me, Frances S. Bowers, a Notary Public in and for the said County of SAN DIEGO, STATE OF CALIFORNIA, residing therein, duly commissioned and sworn, personally appeared Paul Wolcott, known to me to be the Resident Vice-President and E.L.Tolson, known to me to be the Resident Assistant Secretary of The Aetna Casualty and Surety Company, the corporation which executed the within and annexed instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

FRANCES S. BOWERS
Notary Public in and for said San Diego County,
State of California.

(SEAL)

I hereby approve the form of the foregoing Undertaking this 23rd day of December, 1937.

D.L.AULT, City Attorney
By J.H.McKINNEY, Deputy City Attorney.

I HEREBY CERTIFY that the Council of the City of San Diego did by Resolution No. 66762 passed and adopted on the 9th day of November, 1937, require and fix the sum of \$906.00 as the penal sum of the foregoing Undertaking.

(SEAL) ALLEN H. WRIGHT
City Clerk of the City of San Diego.
By FRED W. SICK
Deputy.

CONTRACT FOR STREET LIGHTING
PACIFIC HIGHWAY LIGHTING DISTRICT NO.1.

THIS AGREEMENT, made and entered into this 28th day of December, 1937, by and between SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Council of the City of San Diego, has been awarded the contract for the work hereinafter mentioned.

NOW, THEREFORE, the respective parties hereto do promise and agree as follows, to-wit:

Said first party, for the consideration hereinafter mentioned, promises and agrees with the said second party, that it will do and perform, or cause to be done and performed, in a good and workmanlike manner, under the supervision of the City Engineer of said City, all of the following work, to-wit: The furnishing of electric current for the lighting of the ornamental street lights located on the following streets, in the City of San Diego, California, to-wit:

PACIFIC HIGHWAY, between the northerly line of Broadway and a line parallel to and distant 25.00 feet northwesterly from the northeasterly prolongation of the northwesterly line of Barnett Avenue;

SUBWAY STREET, between the northeasterly line of Pacific Highway and a line parallel to and distant 50.00 feet northeasterly from the northeasterly line of Pacific Highway.

Such furnishing of electric energy shall be for a period of one year from and including November 5, 1937, to-wit, to and including November 4, 1938.

All of said work shall be done strictly in accordance with the plans and specifications contained in the report of the City Engineer of said City, being document entitled, "Engineer's Report and Assessment for Pacific Highway Lighting District No. 1", filed August 16, 1937 in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said First party the sum of Three Thousand Six Hundred Twenty-two and 56/100 Dollars (\$3,622.56) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Pacific Highway Lighting District No. 1 Fund."

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all month-

ly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of Three Thousand Six Hundred Twenty-two and 56/100 Dollars (\$3,622.56) shall be paid out of any other fund than said special fund designated as "Pacific Highway Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), and acts amendatory thereof and supplemental thereto, and that in pursuance of said Act an assessment has been levied for said sum of Three Thousand Six Hundred Twenty-two and 56/100 Dollars (\$3,622.56).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said Act of the Legislature, will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached by its proper officers thereunto duly authorized, and the said second party has caused these presents to be executed by a majority of the members of the Council of said City of San Diego, and attested by the City Clerk of said City, the day and year first hereinabove written.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
By W.F.RABER, President

(SEAL) ATTEST:
J.A.CANNON, Secretary.

THE CITY OF SAN DIEGO
By P.J.BENBOUGH
W.C.CRANDALL
RAYMOND M. WANSLEY
ADDISON E. HOUSH
HERBERT E. FISH
BRUCE R. STANNARD
JOHN S. SIEBERT
Members of the Council.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy.

I hereby approve the form of the foregoing Contract, this 23rd day of December, 1937.

D.L.AULT, City Attorney
By J.H.MCKINNEY, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract for Pacific Highway Lighting District #1. Being Document No. 306023.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California

By Heber W. Willis Deputy.

UNDERTAKING FOR STREET LIGHTING.

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and The Aetna Casualty and Surety Company, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of NINETY-SEVEN DOLLARS (\$97.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 21st day of December, 1937.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into contract with said The City of San Diego, under and pursuant to Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), to do all work upon LOGAN AVENUE, between the northwesterly line of Evans Street and the easterly line of 26th Street; and 26TH STREET, between the westerly prolongation of the southerly line of Marcey Avenue and the northerly line of National Avenue, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
Principal.

(SEAL) ATTEST:
J.A.CANNON, Secretary.

By W.F.RABER, President

THE AETNA CASUALTY AND SURETY COMPANY
Surety.

(SEAL) ATTEST:
E.L.TOLSON, Resident Assistant Secretary.

By PAUL WOLCOTT, Resident Vice-President.

STATE OF CALIFORNIA,
COUNTY OF SAN DIEGO,) ss

On this 21st day of December, in the year nineteen hundred thirty-seven, before me, Frances S. Bowers, a Notary Public in and for the said County of San Diego, State of California, residing therein; duly commissioned and sworn, personally appeared Paul Wolcott, known to me to be the Resident Vice-President and E. L. Tolson, known to me to be the Resident Assistant Secretary of The Aetna Casualty and Surety Company, the corporation which executed the within and annexed instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

FRANCES S. BOWERS
Notary Public in and for said San Diego County,
State of California.

(SEAL)

I hereby approve the form of the foregoing Undertaking this 23rd day of December, 1937.

D.L.AULT, City Attorney
By J.H.McKINNEY, Deputy City Attorney.

I HEREBY CERTIFY that the Council of the City of San Diego did by Resolution No. 66778 passed and adopted on the 16th day of November, 1937, require and fix the sum of \$97.00 as the penal sum of the foregoing Undertaking.

ALLEN H. WRIGHT
City Clerk of the City of San Diego.
By FRED W. SICK
Deputy.

(SEAL)

CONTRACT FOR STREET LIGHTING.
LOGAN AVENUE LIGHTING DISTRICT NO.1.

THIS AGREEMENT, made and entered into this 28th day of December, 1937, by and between SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by referencē to the proceedings of the Council of the City of San Diego, has been awarded the contract for the work hereinafter mentioned,

NOW, THEREFORE, the respective parties hereto do promise and agree as follows, to-wit:

Said first party, for the consideration hereinafter mentioned, promises and agrees with the said second party, that it will do and perform, or cause to be done and performed, in a good and workmanlike manner, under the supervision of the City Engineer of said City, all of the following work, to-wit: The furnishing of electric current for the lighting of the ornamental street lights located on the following streets in the City of San Diego, California, to-wit:

LOGAN AVENUE, between the northwesterly line of Evans Street and the easterly line of 26th Street; and

26TH STREET, between the westerly prolongation of the southerly line of Marcey Avenue and the northerly line of National Avenue.

Such furnishing of electric current shall be for a period of one year from and including November 16, 1937, to and including November 15, 1938.

All of said work shall be done strictly in accordance with the plans and specifications contained in the report of the City Engineer of said City, being document entitled: "Engineer's Report and Assessment for Logan Avenue Lighting District No. 1", filed August 27, 1937 in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of Three Hundred Eighty-five and 80/100 Dollars (\$385.80) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Logan Avenue Lighting District No. 1 Fund."

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of Three Hundred Eighty-five and 80/100 Dollars (\$385.80) shall be paid out of any other fund than said special fund designated as "Logan Avenue Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), and acts amendatory thereof and supplemental thereto, and that in pursuance of said Act an assessment has been levied for said sum of Three Hundred Eighty-five and 80/100 Dollars (\$385.80).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said Act of the Legislature, will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached by its proper officers thereunto duly authorized, and the said second party has caused these presents to be executed by a majority of the members of the Council of said City of San Diego, and attested by the City Clerk of said City, the day and year first hereinabove written.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
By W.F.RABER, President

(SEAL) ATTEST:
J.A.CANNON, Secretary.

THE CITY OF SAN DIEGO
By P.J.BENBOUGH
W.C.CRANDALL
RAYMOND M. WANSLEY
ADDISON E. HOUSH
HERBERT E. FISH
BRUCE R. STANNARD
JOHN S. SIEBERT
Members of the Council.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy.

I hereby approve the form of the foregoing Contract, this 23rd day of December, 1937.

D.L.AULT, City Attorney
By J.H.McKINNEY, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract for Logan Avenue Lighting Dist. #1. Being Document No. 306024.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.

By Helen M. Wallis Deputy.

UNDERTAKING FOR STREET LIGHTING.
LA PLAYA LIGHTING DISTRICT NO. 1.

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of SEVENTY-SIX DOLLARS (\$76.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 21st day of December, 1937.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into contract with said The City of San Diego, under and pursuant to Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), to do all work upon the westerly side of SAN GORGONIO STREET, between the westerly prolongation of the southerly line of Block 127, La Playa, and the westerly prolongation of the northerly line of Block 150, La Playa; LA CRESENTIA DRIVE, for its entire length; and SAN REMO WAY, for its entire length, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereby attached, and which, by reference thereto, is incorporated herein and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
Principal.

(SEAL) ATTEST:
J.A.CANNON, Secretary.

By W.F.RABER, President.

THE AETNA CASUALTY AND SURETY COMPANY
Surety.

(SEAL) ATTEST:
E.L.TOLSON, Resident Assistant Secretary.

By PAUL WOLCOTT, Resident Vice-President

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,) ss

On this 21st day of December, in the year nineteen hundred thirty-seven, before me, Frances S. Bowers, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Paul Wolcott, known to me to be the Resident Vice-President and E.L.Tolson, known to me to be the Resident Assistant Secretary of The Aetna Casualty and Surety Company, the corporation which executed the within and annexed instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

FRANCES S. BOWERS
Notary Public in and for said San Diego County,
State of California.

(SEAL)

I hereby approve the form of the foregoing Undertaking this 23rd day of December, 1937.

D.L.AULT, City Attorney
By J.H.MCKINNEY, Deputy City Attorney

I HEREBY CERTIFY that the Council of the City of San Diego did by Resolution No. 66863 passed and adopted on the 30th day of November, 1937, require and fix the sum of \$76.00 as the penal sum of the foregoing Undertaking.

ALLEN H. WRIGHT
City Clerk of the City of San Diego.
By FRED W. SICK
Deputy.

(SEAL)

CONTRACT FOR STREET LIGHTING.
LA PLAYA LIGHTING DISTRICT NO.1.

THIS AGREEMENT, made and entered into this 28th day of December, 1937, by and between SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Council of the City of San Diego, has been awarded the contract for the work hereinafter mentioned,

NOW, THEREFORE, the respective parties hereto do promise and agree as follows, to-wit:

Said first party, for the consideration hereinafter mentioned, promises and agrees with the said second party, that it will do and perform, or cause to be done and performed, in a good and workmanlike manner, under the supervision of the City Engineer of said City, all of the following work, to-wit: The furnishing of electric current for the lighting of the ornamental street lights located on the following streets, in the City of San Diego, California, to-wit:

The westerly side of SAN GORGONIO STREET, between the westerly prolongation of the southerly line of Block 127, La Playa, and the westerly prolongation of the northerly line of Block 150, La Playa;

LA CRESENTIA DRIVE, for its entire length; and

SAN REMO WAY, for its entire length;

Such furnishing of electric current shall be for a period of one year from and including November 25, 1937, to-wit, to and including November 24, 1938.

All of said work shall be done strictly in accordance with the plans and specifications contained in the report of the City Engineer of said City, being document entitled; "Engineer's Report and Assessment for La Playa Lighting District No. 1", filed September 3, 1937 in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of Three Hundred Two and 40/100 Dollars (\$302.40) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "La Playa Lighting District No. 1 Fund."

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of Three Hundred Two and 40/100 Dollars (\$302.40) shall be paid out of any other fund than said special fund designated as "La Playa Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), and acts amendatory thereof and supplemental thereto, and that in pursuance of said Act an assessment has been levied for said sum of Three Hundred Two and 40/100 Dollars (\$302.40).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said Act of the Legislature, will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached by its proper officers thereunto duly authorized, and the said second party has caused these presents to be executed by a majority of the members of the Council of said City of San Diego, and attested by the City Clerk of said City, the day and year first hereinabove written.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY.
By W.F.RABER, President

(SEAL) ATTEST:
J.A.CANNON, Secretary.

THE CITY OF SAN DIEGO.
By P.J.BENBOUGH
W.C.CRANDALL
RAYMOND M. WANSLEY
ADDISON E. HOUSH
HERBERT E. FISH
BRUCE R. STANNARD
JOHN S. SIEBERT
Members of the Council.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy.

I hereby approve the form of the foregoing Contract, this 23rd day of December, 1937.

D.L.AULT, City Attorney
By J.H.MCKINNEY, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract for La Playa Lighting Dist. #1. Being Document No. 306025.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California

By Helan M. Wallig Deputy.

U.S.G.CO. BOND # 1136560

KNOW ALL MEN BY THESE PRESENTS, That UNITED STATES PIPE & FOUNDRY COMPANY, as Principal and UNITED STATES GUARANTEE COMPANY a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of THREE HUNDRED FIVE DOLLARS (\$305.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 9th day of December, 1937.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to

Furnish and deliver, f.o.b. Hazard's Yard, San Diego:

1328 - feet 6" Class 250 B&S, super-deLavaud centrifugal cast iron pipe, in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

NOW, THEREFORE, if the said principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

UNITED STATES PIPE & FOUNDRY COMPANY
D.B.STOKES, Vice Principal

(SEAL) ATTEST:
CHAS. R. RAUTH, Secretary.

UNITED STATES GUARANTEE COMPANY, Surety
By CELIA R. PETAR, Attorney-in-Fact.
And G.W.BELL, Attorney-in-Fact.

(SEAL)

The rate of premium on this Bond is \$_____ per \$1,000 the total amount of premium charged is \$5.00.

STATE OF CALIFORNIA,)
CITY AND COUNTY OF (ss
SAN FRANCISCO,)

On this 9th day of December, in the year nineteen hundred and 1937, A.D., before me, Irene Murphy, a Notary Public in and for the said City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared Celia R. Petar and G.W.Bell, known to me to be the Attorneys in Fact of the Corporation which executed the within and annexed instrument, and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in said City and County the day and year in this certificate first above written.

IRENE MURPHY

Notary Public in and for the City and County of San Francisco, State of California.

(SEAL)

My Commission expires,
Mar. 10, 1938.

I hereby approve the form of the within Bond, this 17th day of December, 1937.

D.L.AULT, City Attorney

By H.B.DANIEL, Deputy City Attorney.

I HEREBY APPROVE the form of the foregoing Bond, this _____ day of _____, 1937.

R.W.FLACK, City Manager.

C O N T R A C T

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 24th day of December, 1937, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and UNITED STATES PIPE & FOUNDRY COMPANY party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City:

1328 - lineal feet of 6", Class 250 B&S, super-deLavaud centrifugal cast iron pipe, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 305341.

Delivery f.o.b. Hazard's Yard, San Diego, California.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

One Thousand Two Hundred Seventeen and 38/100 Dollars (\$1217.38).

Said price includes the California State Sales Tax.

Said contractor agrees to begin delivery of said material from and after the date of the execution of this contract.

Said City, in consideration of the furnishing and delivery of said material by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said material by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit:

Upon delivery of said material, and the acceptance of the same by the Port Director of said City, ninety per cent (90%) of the said contract price shall be paid said contractor, and ten per cent (10%) shall not become due and payable until a release shall have been executed and filed as hereinafter provided, and until five (5) days shall have elapsed after the expiration of the period within which liens may be filed under the provisions of Title IV. Part III, of the Code of Civil Procedure of the State of California. When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager of said City, and when a release of all claims against The City of San Diego under or by virtue of the contract shall have been executed by the contractor, and when five (5) days shall have elapsed after the expiration of the period within which liens may be filed, as hereinabove provided, final payment will be made, at such time, and in such manner as provided by law, of any balance due, including the percentage withheld as above stated, or such portion thereof as may be due the contractor.

Said contractor hereby agrees that it will be bound by each and every part of this contract, and deliver and cause to be delivered all of said material, as herein specified.

No interest in this agreement shall be transferred by the Contractor to any other party, and any such transfer shall cause annulment of this contract, so far as The City of San Diego is concerned. All rights of action, however, for any breach of this contract are reserved to said City.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of The City of San Diego, or the general laws in effect in said City, shall said City or any department, board or officer thereof, be liable for any portion of the contract price; also that no extra work shall be done by said contractor unless authorized and directed by resolution of said Council to that effect.

IN WITNESS WHEREOF, this contract is executed by the Harbor Commission of said City, acting for and on behalf of the City of San Diego, pursuant to and under Resolution No. 66861 of the Council authorizing such execution, and the contractor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers the day and year in this agreement first above written.

THE CITY OF SAN DIEGO.

By RUFUS CHOATE

R.H.VanDEMAN

EMIL KLICKA

Members of the Harbor Commission

UNITED STATES PIPE & FOUNDRY COMPANY

D.B.STOKES, V.P.

Contractor.

(SEAL) ATTEST:

CHAS. R. RAUTH, Secretary.

I hereby approve the form of the foregoing contract, this 17th day of December, 1937.

D.L.AULT, City Attorney

By H.B.DANIEL, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with United States Pipe & Foundry Co. for pipe. Being Document No. 306033.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California

By Helen M. Willey Deputy.

COUNTY OF SAN DIEGO
SAN DIEGO, CALIFORNIA
OF THE
BOARD OF SUPERVISORS

December 21, 1937.

City of San Diego
524 F Street
San Diego, California
Gentlemen:

ATT: FRED D. PYLE, Hydraulic Engineer

You are hereby notified that the Board of Supervisors, on December 20, 1937, granted your request for permission to install an eight volt rectifier to occupy an area 6' x 6' or as may be necessary for the installation of said rectifier in the County wood yard located on Meade Avenue in the City of San Diego.

Very truly yours,
J.B.MC LEES, County Clerk and ex-officio Clerk of the Board of Supervisors.

By C. BUCKLEY, Deputy.

CB/ok

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Permit from Board of Supervisors for erection of a rectifier at County Wood Yard on Meade Avenue. Being Document No. 306085.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California

By Nelson M. Wilby Deputy.

L E A S E

THIS AGREEMENT OF LEASE, made and entered into this 30th day of December, 1937, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter called the Lessor, and JOHN ZWECK, Union Building, San Diego, California, hereinafter called the Lessee, WITNESSETH:

That the Lessor, for and in consideration of the payment of the rents to be paid by the Lessee, as hereinafter set forth, and in consideration of the covenants of the Lessee hereinafter set out and their faithful performance by such Lessee, and upon and subject to the terms, conditions and reservations herein set forth, hereby leases, demises and lets unto the said Lessee that certain real property situated in the County of San Diego, State of California, and particularly described as follows, to-wit:

Pueblo Lot 1360 of the Pueblo Lands of The City of San Diego, according to Map thereof made by James Pascoe, a certified copy of which is filed as Miscellaneous Map No. 36, in the office of the County Recorder of San Diego County, California.

TO HAVE AND TO HOLD the said premises and each and every parcel thereof unto the said Lessee, for a period of one (1) year from and after the 1st day of January, 1938, at a rental of Thirty Dollars (\$30.00) per year, payable in advance.

It is agreed by and between the parties hereto that the above described land is leased to said Lessee for agricultural purposes, and for no other purposes, and Lessee agrees to care for same so that no waste or damage is committed, or suffered to be committed, upon the said premises.

In consideration of the premises the Lessee agrees with the Lessor as follows:

(1) That the Lessee will pay the said rental promptly at the times when the same shall become payable, as above provided;

(2) That Lessee will fully and faithfully keep and observe each and all of the terms and conditions of said lease to be kept or observed, and upon the expiration of the term, or the earlier termination thereof, Lessee will surrender the demised premises, and each and every part thereof, without demand or notice and in as good condition as the same are in at the time of the execution of this lease, wear and tear and damage by the elements excepted;

(3) That the Lessor shall have the right to enter said lands for inspection, and/or for the purpose of drilling, operating and maintaining wells and pipelines on said premises;

(4) That the Lessor reserves all gas, oil and mineral rights in and on said premises herein leased, with the right to go upon said property and prospect or drill for oil, gas and minerals;

(5) That Lessor may terminate this lease at any time by giving at least sixty (60) days' notice of such termination, and by tendering to said Lessee a proportionate part of any rentals paid in advance by said Lessee.

It is agreed that if any default shall be made by the Lessee in the payment of any rent promptly when the same shall become due according to the terms hereof, or in respect to the performance or observance of any covenant, term or condition of this lease to be kept or observed by the Lessee, the Lessor shall have the right to terminate this lease and to enter upon said premises and take possession of the same, and of each and every part thereof, and the Lessee shall peaceably surrender full possession of said premises to the Lessor.

It is further agreed by and between the parties hereto that this lease shall not be assigned or transferred, nor shall the said Lessee have the right to sublet the leased premises, or any part thereof, without permission of the Council of said The City of San Diego.

It is understood and agreed that a waiver by the Lessor of any default hereunder shall not be considered, nor held to be, a waiver of any subsequent or other default, and also that consent to the subletting of said premises or any part thereof, or to the assignment of this lease, shall not be construed or considered as a consent to any other or subsequent subletting or assignment.

It is further understood and agreed that if the Lessee shall make default in the performance of any of the terms, conditions or covenants of this lease by the Lessee to be kept, observed or performed, Lessee will in such case pay to the Lessor the expenses and costs incurred by the Lessor in any action which may be commenced by the Lessor based on, or arising out of, any such default, including a reasonable attorney's fee.

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through the City Manager of said City, and said Lessee has hereunto subscribed his name the day and year first hereinabove written.

THE CITY OF SAN DIEGO, Lessor
By R.W. FLACK, City Manager

JOHN ZWECK, Lessee

I HEREBY APPROVE the form of the foregoing Lease this 22 day of Dec., 1937.

D.L.AULT, City Attorney

By H.B.DANIEL, Deputy City Attorney

APPROVED: -F.A.RHODES

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with John Zweck on P.L.1360. Being Document No. 306126.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California

By Helen M. Willey Deputy.

L E A S E

THIS AGREEMENT OF LEASE, made and entered into this 31st day of December, 1937, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter called the Lessor, and the ASSOCIATED GLIDER CLUBS OF SOUTHERN CALIFORNIA, a non-profit corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the Lessee, which agreement is entered into pursuant to Ordinance No. 1285 (New Series) of the ordinances of the City of San Diego, authorizing the same, adopted the 23rd day of November, 1937, WITNESSETH:

1. That the Lessor, for and in consideration of the payment of the rents to be paid by the Lessee, as hereinafter set forth, and in consideration of the covenants of the Lessee hereinafter set out and their faithful performance by such Lessee, and upon and subject to the terms, conditions and reservations herein set forth, hereby leases unto the said Lessee that certain real property situated in the County of San Diego, State of California, and particularly described as follows, to-wit:

That portion of Pueblo Lot 1324 of the Pueblo Lands of the City of San Diego, according to Map thereof made by James Pascoe and filed as Miscellaneous Map No. 36, in the Office of the County Recorder of San Diego County, California, particularly described as follows:

Beginning at the northeasterly corner of said Pueblo Lot 1324; thence North 89° 40' 35" West along the northerly line of said Pueblo Lot 1324, a distance of 840.0 feet to an intersection with the easterly line of Torrey Pines Park; thence southerly along a line parallel with and distant 840 feet North 89° 40' 35" West from the easterly line of said Pueblo Lot 1324, being also along the easterly line of said Torrey Pines Park and the southerly prolongation thereof, a distance of 1400 feet to the true point of beginning; thence north 89° 40' 35" West on a line parallel with the northerly line of said Pueblo Lot 1324 to an intersection with the easterly exterior boundary line of said Torrey Pines Park; thence in a general northerly, northwesterly, northeasterly and easterly direction along the courses of said exterior boundary line of said Torrey Pines Park to an intersection with a line drawn parallel with and distant 840 feet North 89° 40' 35" West from the easterly line of said Pueblo Lot 1324; thence southerly along said last described parallel line to the true point of beginning, containing 20 acres of land, more or less;

TO HAVE AND TO HOLD the said premises and every and each parcel thereof unto the said Lessee, for a period of five (5) years, commencing on the 1st day of January, 1938, and ending on the 31st day of December, 1942, at a rental of Fifty Dollars (\$50.00) per year, payable annually in advance during the term of this lease.

2. It is agreed by and between the parties hereto that the above described land is leased to said Lessee for soaring and gliding purposes only, and Lessee agrees to care for said premises so that no waste or damage is committed, or suffered to be committed, upon the said premises.

3. In consideration of the premises the Lessee agrees with the Lessor as follows:

(a) That the Lessee will pay the said rental promptly at the times when the same shall become payable, as above provided;

(b) That Lessee will fully and faithfully keep and observe each and all of the terms and conditions of this lease to be kept or observed, and upon the expiration of the term, or the earlier termination thereof, Lessee will surrender the said demised premises, and each and every part thereof, without demand or notice, and in as good condition as the same are in at the time of the execution of this lease, wear and tear and damage by the elements excepted;

(c) That the Lessor shall have the right to enter said lands for inspection, and/or for the purpose of drilling, operating and maintaining wells and pipelines on said premises; and Lessee shall not have any right to pump water from any wells located on said premises;

(d) That the Lessor reserves all gas, oil and mineral rights in and on said premises herein leased, with the right to go upon said property and prospect or drill for oil, gas and minerals;

(e) That Lessee will, at its own expense, construct a club house upon said demised premises, which club house, together with all other improvements erected by Lessee in connection therewith, may be removed by Lessee upon the termination of this lease; provided, however, that in the event the removal of said improvements is not commenced within thirty days after said termination, then in that event said improvements shall become the property of the Lessor.

(f) Lessor reserves all sand and gravel rights in and on said premises herein leased, and shall always have the right of ingress and egress at all times on said demised premises for the purpose of exercising said reserved rights; and

(g) That Lessor may terminate this lease at any time by giving at least sixty (60) days' notice of such termination, and by tendering to said Lessee a proportionate part of any rentals paid in advance by said Lessee.

4. It is agreed that if any default shall be made by the Lessee in the payment of any rent promptly when the same shall become due according to the terms hereof, or in respect to the performance or observance of any covenants, term or condition of this lease to be kept or observed by the Lessee, the Lessor shall have the right to terminate this lease and to enter upon said premises and take possession of the same, and of each and every part thereof, and the Lessee shall peacefully surrender full possession of said premises to the Lessor.

5. It is further agreed by and between the parties hereto that this lease shall not be assigned or transferred, nor shall the said Lessee have the right to sublet the leased premises, or any part thereof, without permission of the Council of said The City of San Diego.

6. It is understood and agreed that a waiver by the Lessor of any default hereunder shall not be considered, nor held to be, a waiver of any subsequent or other default, and also that consent to the subletting of said premises or any part thereof, or to the assignment of this lease, shall not be construed or considered as a consent to any other or subsequent subletting or assignment.

7. It is further understood and agreed that if the Lessee shall make default in the performance of any of the terms, conditions or covenants of this lease by the Lessee to be kept, observed or performed, Lessee will in such case pay to the Lessor the expenses and costs incurred by the Lessor in any action which may be commenced by the Lessor based on, or arising out of, any such default, including a reasonable attorney's fee.

8. It is mutually covenanted and agreed that in no case wherein any act or covenant to be performed herein on the part of the Lessor is unauthorized by the Charter of The City of San Diego or the general laws applicable thereto, shall said City or any department, board or officer be liable in any manner by reason thereof.

9. It is further agreed and understood that said Lessee will save the Lessor harmless by reason of any claim for damages of any kind whatsoever, or from whatever source, that may inure to third parties arising out of the use of said demised premises by Lessee.

IN WITNESS WHEREOF, this lease is executed by The City of San Diego, acting by and through the City Manager of said City, and said Lessee has, by its President and Secretary, thereunto duly authorized, signed its name hereto the day and year first above written.

THE CITY OF SAN DIEGO, Lessor,
By R.W.FLACK, City Manager.

ASSOCIATED GLIDER CLUBS OF SOUTHERN
CALIFORNIA, A Corporation, Lessor,
By WOODBRIDGE PARKER BROWN
President.

ATTEST: ROLLAND FETTERS, Secretary.

I hereby approve the form of the foregoing Lease this 27th day of December, 1937.
D.L.AULT, City Attorney
By JAMES J. BRECKENRIDGE, Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Associated Glider Clubs of Southern California. Being Document No. 306166.
ALLEN H. WRIGHT

City Clerk of the City of San Diego, California

By Helen M. Willis Deputy.

A G R E E M E N T

WHEREAS, Service Truck Company, is the owner of Lots 5, 6 and 7, Block 141, Sub-division Mannasse & Schiller Addition, and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the Ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 4th day of January, 1938, by Service Truck Company that it will, for and in consideration of the permission granted it to remove 45 feet of curbing on National Avenue adjacent to the above described property, binds itself to, and it hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs it so to do, and comply therewith at its own expense and with no cost or obligation on the part of the City of San Diego.

It further agrees that this agreement shall be binding on itself, its heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

SERVICE TRUCK COMPANY
By T.W.BROWN
Owner's Name
1930 National Avenue
Address.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 4th day of January, A.D. Nineteen Hundred and thirty-eight, before me, Fred W. Sick a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared T.W.Brown known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

FRED W. SICK
Notary Public in and for the County of San Diego,
State of California.

(SEAL)

RECORDED JAN 7 1938 38 Min. past 3 P.M. In Book 738 At Page 127 of Official Records, San Diego Co., Cal. Recorded At Request of City of San Diego.

O.M.SWOPE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.

E. BAEPLER
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from Service Truck Co. to the City of San Diego, California. Being Document No. 306173.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California

By Helen M. Willis Deputy.

A G R E E M E N T

WHEREAS, W.E.Baldwin and Florence J. Baldwin are, is the owners of property located at 3231 El Cajon Blvd., Lots 23-24, Block one Subdivision North Highland Park, and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 5th day of January, 1938, by W.E.BALDWIN that he will, for and in consideration of the permission granted him to remove 14 feet of curbing on El Cajon Blvd. street adjacent to the above described property, bind him to, and does hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of the City of San Diego.

He further agrees that this agreement shall be binding on W.E.Baldwin, his heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

W.E.BALDWIN
MRS. W.E.BALDWIN
FLORENCE J. BALDWIN
Owner's Name
3231 El Cajon Blvd.
Address

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 5th day of January, A.D.Nineteen Hundred and 38, before me, Fred W. Sick a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared W.E.Baldwin, Florence J. Baldwin known to me to be the persons described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

FRED W. SICK
Notary Public in and for the County of San Diego,
State of California.

(SEAL)

RECORDED JAN 7 1938 28 Min. past 3 P.M. In Book 743 At Page 74 of Official Records, San Diego Co., Cal. Recorded At Request of City of San Diego.

O.M.SWOPE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.

NOLA N. PFAHLER
Copyist County Recorder's Office, S.D.County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from W.E.Baldwin et ux to the City of San Diego, California. Being Document No. 306174.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California

By Helen M. Wilby Deputy.

A G R E E M E N T

WHEREAS, Dr. Clarence Reese are, is the owner of a house located onn Lots 4-5 & 6 Block 197, Subdivision Roseville and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with The City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 11 day of January, 1938, by Dr. Clarence Reese that he will, for and in consideration of the permission granted him to remove 45 feet of curbing on Xenophom street adjacent to the above described property, bind himself to, and does hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of the City of San Diego.

He further agrees that this agreement shall be binding on himself, his heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

CLARENCE E. REES
Owner's Name
2001 - 4 Ave.
Address.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 11 day of January, A.D.Nineteen Hundred and 38, before me, Christene C. North a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Clarence E. Rees, M.D. known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

CHRISTENE C. NORTH
Notary Public in and for the County of San Diego,
State of California.

(SEAL)

RECORDED JAN 13 1938 55 Min. past 3 P.M. In Book 732 At Page 296 of Official Records, San Diego Co., Cal. Recorded At Request of City Clerk.
O.M.SWOPE, County Recorder
By Deputy R.N.HOWE
I certify that I have correctly transcribed this document in above mentioned book.
M. VOGT
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from Dr. Clarence Rees to the City of San Diego, California. Being Document No. 306254.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California
By Helen M. Willis Deputy.

A G R E E M E N T

WHEREAS, Food Markets, Inc. are, is the owners of Lot G & H Block 51 Subdivision Horton's Add. San Diego, California, and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the Ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 12th day of Jan'y, 1937, by FOOD MARKETS, Inc. that he will, for and in consideration of the permission granted him to remove 70 feet of curbing on N.W. Cor. 13th St. street adjacent to the above described property, bind himself to, and do hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply with at his own expense and with no cost or obligation on the part of the City of San Diego.

To further agree that this agreement shall be binding on himself, or heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

FOODS MARKETS, INC.
By ARTHUR L. GLORE, Sec. Treas.
Owner's Name
632 "J" St. San Diego, Calif.
Address

STATE OF CALIFORNIA,) ss
COUNTY OF SAN DIEGO,)

On this 12 day of Jan., A.D. Nineteen Hundred and thirty-eight, before me, Emma Geradehand a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Arthur L. Glore, Sec. Treas. Food Markets Inc. known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

EMMA GERADEHAND
Notary Public in and for the County of San Diego,
State of California.

(SEAL)
My Commission Expires,
Oct. 28, 1941.

RECORDED JAN 13 1938 56 Min. past 3 P.M. In Book 732 At Page 297 of Official Records, San Diego Co., Cal. Recorded At Request of City Clerk.
O.M.SWOPE, County Recorder
By Deputy R.N.HOWE
I certify that I have correctly transcribed this document in above mentioned book.
M. VOGT
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from Foods Markets, Inc. to the City of San Diego, California. Being Document No. 306255.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California
By Helen M. Willis Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, That SAN FRANCISCO BRIDGE COMPANY, a corporation, as Principal and FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation organized and existing under and by virtue of the laws of the State of Maryland as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of TWENTY THOUSAND DOLLARS (\$20,000.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 5th day of January, 1938.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish and deliver:

- 1- hydraulic dredge, equipment and crew, upon the terms and conditions and for the purposes, all as specified in said contract and for the contract price therein set forth.

NOW, THEREFORE, if the said principal shall faithfully perform the said contract, then the above obligation to be void; otherwise shall remain in full force and effect.

(SEAL) ATTEST:
BARRETT G. HINDES, Secretary.
SAN FRANCISCO BRIDGE COMPANY, Principal.
By FRED R. MAHS, Vice Pres.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
Surety
By D.E.GORTON, Attorney-in-Fact

(SEAL) ATTEST:
C.A.BEVANS, Attesting Agent.

STATE OF CALIFORNIA,)
CITY AND COUNTY OF (ss
SAN FRANCISCO,)

On this Fifth day of January, A.D. 1938, before me, J.G.Roberts, a Notary Public in and for the City and County of San Francisco, residing therein, duly commissioned and sworn, personally appeared, D.E.Gorton, Attorney-in-Fact, and C.A.Bevans, Agent, of the Fidelity and Deposit Company of Maryland, a corporation, known to me to be the persons who executed the within instrument on behalf of the corporation therein named and acknowledged to me that such corporation executed the same, and also known to me to be the persons whose names are subscribed to the within instrument as the Attorney-in-Fact and Agent respectively of said corporation, and they, and each of them, acknowledged to me that they subscribed the name of said Fidelity and Deposit Company of Maryland thereto as principal and their own names as Attorney-in-Fact and Agent respectively.

IN WITNESS WHEREOF: I have hereunto set my hand and affixed my official seal at my office in the City and County of San Francisco the day and year first above written.

J.G.ROBERTS
Notary Public in and for the City and County of
San Francisco, State of California.

(SEAL)
My Commission Expires,
October 29, 1941.

We approve the within bond this 13th day of January, 1938.
RUFUS CHOATE
R.H.VanDEMAN
EMIL KLIKA
Members of the Harbor Commission.

I HEREBY APPROVE THE FORM OF the within Bond this 7 day of January, 1938.
D.L.AULT, City Attorney
By J.H.McKINNEY, Deputy City Attorney.

C O N T R A C T

THIS AGREEMENT made and entered into in the City of San Diego, County of San Diego, State of California, this 5th day of January, 1938, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, acting by and through the Harbor Commission of said City, the party of the first part, and hereinafter sometimes designated as the "City", and the SAN FRANCISCO BRIDGE COMPANY, a California corporation, party of the second part, and hereinafter sometimes designated as the "Contractor", WITNESSETH:

For and in consideration of the agreements hereinafter contained on the part of said City and the sums of money hereinafter designated to be paid to said contractor by said City for the purposes, in the manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish the Harbor Department of The City of San Diego -

- 1 - Hydraulic dredge of 14" maximum size, together with launch or tow boat, barges, transformers, cable and pontoon lines up to 2000 linear feet, shore pipeline up to 3000 linear feet, and all other tools and necessary equipment; including the furnishing of oil, gasoline and other materials, supplies and maintenance required for and to operate the above equipment, excepting electrical hookup and electrical power to operate said dredge which will be furnished by the Harbor Department to the contractor;

and in addition to the above equipment, will furnish, be responsible for and pay the following specified crew:

- 1 Superintendent
- 3 Levermen
- 1 Electrician
- 1 Shoreboss and boatman
- 1 Repairman

for the operation of said equipment on the basis of 24 hours per day; and that the contractor in the operation of said equipment shall pay not less than the prevailing rate of wages hereinafter specified; and will forfeit as a penalty to said City Ten Dollars (\$10.00) for each laborer, workman, or mechanic employed, for each calendar day or portion thereof such laborer, workman or mechanic is paid less than the following specified wage under this contract by said contractor:

Craft or Type	Wage Per Hour
Superintendent	\$1.87-1/2
Leverman	\$1.30
Assistant Engineer (electrician)	\$1.10
Levee Foreman (shore boss and boatman)	\$0.80
Blacksmith (repairman)	\$1.10
Any classification omitted herein not less than	\$0.62-1/2
In excess of eight (8) hours in any one calendar day overtime, when the same is permitted by law, the rate to be paid shall be one and one-half times the above rate; Sundays and holidays shall be paid for double time, except when a day off is given for working Sundays or holidays, in which event straight time rate shall be paid.	

The contractor shall carry Workmen's Compensation Insurance and pay the State Social Security and United States Old Age Benefit Tax on the members of said crew employed and paid by him and shall employ only such persons who are citizens of the City of San Diego, provided skilled and efficient persons of the craft or type required are available in San Diego.

Said equipment must be capable of and guaranteed to dredge a minimum of 150 cubic yards of material per hour; and said equipment shall be furnished and placed in operation for use by the Harbor Department of said City within fifteen (15) days after the execution of this agreement.

That in full compensation for the use of said equipment and the services of the crew hereinabove specified for the operation of the same, the contractor will accept from said City in full compensation the sum of Twelve and 60/100 Dollars (\$12.60) per hour, based upon a twenty-four hour per day operation and twenty-six day month operation; it being understood and agreed, however, that all operating time lost by reason of said equipment being broken down, out of order, or out of commission shall be deducted from the fore-

going rate of payment; that is to say, the City shall not be required to pay the contractor said hourly rate unless said equipment shall be in good working order and in full operation; but that nothing shall be deducted against the contractor for time necessarily expended in changing pipelines, anchors, placing pontoons or cleaning the pumps of said dredger from debris which said matters shall be considered as full time dredger operations.

It is understood and agreed that this agreement contemplates and covers the operation of said equipment for a period of one year and for such reasonable additional time as the Harbor Department may require; provided, however, that the Harbor Department of said City reserves the right to suspend dredging operations for such period of time as it may deem necessary or may abandon the same, at the expiration of any thirty-day period by giving written notice to the contractor. Thereupon no further rental or payments shall be due or payable to the contractor, save only such payments as have accrued prior to such cessation or abandonment, and the contractor agrees not to demand or claim any compensation whatever by reason of such cessation or abandonment.

It is understood and agreed that the contractor reserves the right, by giving written notice to the Harbor Department, to suspend dredging operations for such period of time as it may deem necessary at the end of any thirty-day period and to remove the dredge equipment and crew furnished hereunder, and remove the same to perform work at other localities; provided, however, that in such event the work being performed hereunder shall be left in a satisfactory and orderly condition and in such shape that no damage will accrue to the completed work on account of the cessation of dredging operations; and thereupon no further payments shall be required from or made by said City save only payments which have accrued prior to such cessation, until said dredge and equipment, together with said crew, are again placed in operation at the location of the work contemplated hereunder.

The contractor agrees to hold The City of San Diego and all the officers and employees thereof free and harmless from any and all liability in connection with any claim for damage, wages or material in connection with the operation of said equipment.

The contractor further agrees that the dredging operations and work to be performed under this agreement shall be at all times done and performed under the supervision and to the satisfaction of the Port Director of the City of San Diego or his duly authorized representatives.

In consideration of the faithful performance by the contractor of each and all of the foregoing matters, agreements and covenants to be performed, done or kept by the contractor, said City agrees to pay said contractor for the use of said equipment, for such time as the same are in full operation, as hereinabove defined, a sum equal to Twelve and 60/100 Dollars (\$12.60) per hour, computed and based upon a twenty-four hour day of operation and a twenty-six day month of operation. The sums due shall be computed and certified by the Port Director at the end of each thirty-day period of operation and the amounts so found to be due shall be paid to the contractor by the City within five days thereafter.

Said City further agrees to supply and pay, or cause to be paid, at its own expense, such additional labor as may be required in and about said dredging operations in addition to the crew hereinabove specified to be furnished by the contractor.

No interest in this agreement shall be transferred by the contractor to any other party, and any such transfer shall cause annulment of this contract so far as The City of San Diego is concerned. All rights of action, however, for any breach of this contract are reserved to said City.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of the City of San Diego, or the general laws of the State of California applicable to said City, shall said City or any department, board or officer thereof be liable for any portion of the contract price.

IN WITNESS WHEREOF, this contract is executed by a majority of the Members of the Harbor Commission of The City of San Diego, acting for and on behalf of the City of San Diego, pursuant to and under Resolution No. 66933 of the Council of said City authorizing such execution, and the contractor has caused this contract to be executed by its proper officers thereunto duly authorized and its corporate name and seal to be hereunto affixed, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO
By RUFUS CHOATE
R.H. VanDEMAN
EMIL KLICKA
Members of Harbor Commission

SAN FRANCISCO BRIDGE COMPANY, Contractor
By FRED R. MAHS, Vice Pres.

(SEAL) ATTEST:
BARRETT G. HINDES, Secretary.

I HEREBY APPROVE the form of the foregoing contract this 7th day of January, 1938.
D.L. AULT, City Attorney
By J.H. McKINNEY, Assistant City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with San Francisco Bridge Co. Being Document No. 306287.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California

By Helen M. Willig Deputy.

A G R E E M E N T

WHEREAS, Frederick G. West, is the owner of Lots 13 to 24 inclusive, Block 250 Subdivision South Chollas, and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the Ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 21st day of January, 1938, by Frederick G. West that he will, for and in consideration of the permission granted him to remove 16 feet of curbing on Main Street adjacent to the above described property, bind himself to, and he hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of the City of San Diego.

He further agrees that this agreement shall be binding on himself, his heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

FREDERICK G. WEST
Owner's Name
3330 Main St.
Address

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 21st day of January, A.D. Nineteen Hundred and 38, before me, Fred W. Sick, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Frederick G. West known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)

FRED W. SICK
Notary Public in and for the County of San Diego,
State of California.

RECORDED JAN 25 1938 38 Min. past 3. P.M. In Book 741 At Page 219 of Official Records, San Diego Co., Cal. Recorded at Request of City of San Diego.

O.M.SWOPE, County Recorder

By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.

RUTH HUBBARD

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from Frederick G. West to the City of San Diego, California. Being Document No. 306393.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California

By Helen M. Wilby Deputy.

A G R E E M E N T

WHEREAS, Dorothy M. Barricklo is the owner of Lot 18 Block "B" Subdivision Starkey's Prospect Park in the City and County of San Diego, State of California, and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the Ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 12th day of January, 1938, by Dorothy M. Barricklo that she will, for and in consideration of the permission granted her to remove 15 feet of curbing on Nautilus Street adjacent to the above described property, binds herself to, and does hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs her so to do, and comply therewith at her own expense and with no cost or obligation on the part of the City of San Diego.

She further agrees that this agreement shall be binding on herself, her heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

DOROTHY M. BARRICKLO
Owner's Name
4483 McClintock St. San Diego, Calif.
Address

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 12th day of January, A.D. Nineteen Hundred and Thirty-eight before me, T.M. Rosenfeld a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Dorothy M. Barricklo known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)

T.M.ROSENFELD
Notary Public in and for the County of San Diego,
State of California.

RECORDED JAN 25 1938 39 Min. past 3 P.M. In Book 740 At Page 220 of Official Records, San Diego Co., Cal. Recorded At Request of City of San Diego.

O.M.SWOPE, County Recorder

By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.

V. FUERTH

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from Dorothy M. Barricklo to the City of San Diego, California. Being Document No. 306392.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.

By Helen M. Wilby Deputy.

A G R E E M E N T

WHEREAS, San Diego Consolidated Gas & Electric Company, is the owner of the Real Property, Lots I, J & K Block 46 Subdivision New San Diego, and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 31st day of January, 1938, by San Diego Consolidated Gas & Electric Company that it will, for and in consideration of the permission granted it to remove 42 feet of curbing on Kettner Boulevard adjacent to the above describ-

ed property, bind it to, and it hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs it so to do, and comply therewith at its own expense and with no cost or obligation on the part of the City of San Diego.
It further agrees that this agreement shall be binding on _____, its heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC CO.
Owner's Name
By H.R.PECKHAM, Gen. Supt.
861 Sixth Avenue, San Diego, California.
Address.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 31st day of January, A.D. Nineteen Hundred and Thirty-Eight, before me, Nell W. Molloy a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared H.R.Peckham known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)
My Commission Expires,
May 13, 1941.
NELL W. MOLLOY
Notary Public in and for the County of San Diego,
State of California.

RECORDED FEB 3 1938 36 Min. past 3 P.M. In Book 741 At Page 311 of Official
Records, San Diego Co., Cal. Recorded At Request of City Clerk.

O.M.SWOPE, County Recorder
By Deputy D.COLE
I certify that I have correctly transcribed this document in above mentioned book.
RUTH HUBBARD
Copyist County Recorder's Office, S.D.County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from S.D.Cons. G & E. Co. to the City of San Diego, California. Being Document No. 306519.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California
By Helen M. Willis Deputy.

A G R E E M E N T

WHEREAS, Calland and Eden, General Contractors are the owners of Real Estate and Buildings Lot 5 to 12 inclusive, Block 34, Subdivision H.P.Whitney's Addition, and,
WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of the City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 27th day of January, 1938, by Calland and Eden, General Contractors that we will, for and in consideration of the permission granted us to remove 20 feet of curbing on Main Street adjacent to the above described property, bind us to, and we hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs us so to do, and comply therewith at our own expense and with no cost or obligation on the part of the City of San Diego.

We further agree that this agreement shall be binding on Calland and Eden, their heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

CALLAND AND EDEN
Owner's Name
By HELMER EDEN
3075 Main Street
Address

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 27th day of January, A.D. Nineteen Hundred and 38, before me, Fred W. Sick, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Helmer Eden known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)
FRED W. SICK
Notary Public in and for the County of San Diego,
State of California.

RECORDED FEB 3 1938 34 Min. past 3 P.M. In Book 741 At Page 310 of Official
Records, San Diego Co., Cal. Recorded At Request of City Clerk.

O.M.SWOPE, County Recorder
By Deputy D. COLE
I certify that I have correctly transcribed this document in above mentioned book.
RUTH HUBBARD
Copyist County Recorder's Office, S.D.County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from Calland & Eden to the City of San Diego, California. Being Document No. 306520.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By Helen M. Willis Deputy

A G R E E M E N T

WHEREAS, San Diego Consolidated Gas & Electric Company, is the owner of the real property Lot D Block 150 Subdivision Horton's Addition and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of the City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 31st day of January, 1938, by San Diego Consolidated Gas & Electric Company that it will, for and in consideration of the permission granted it to remove 20 feet of curbing on 11th Avenue adjacent to the above described property, bind it to, and it hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs it so to do, and comply therewith at its own expense and with no cost or obligation on the part of the City of San Diego.

It further agrees that this agreement shall be binding on the Company, its heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC CO.

Owner's Name

By H.R. PECKHAM, Gen. Supt.

861 Sixth Avenue, San Diego, California
Address.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,) ss

On this 31st day of January, A.D. Nineteen Hundred and Thirty-Eight, before me, Nell W. Molloy a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared H.R. Peckham known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

NELL W. MOLLOY

Notary Public in and for the County of San Diego,
State of California.

(SEAL)

My Commission Expires,
May 13, 1941.

RECORDED FEB 3 1938 35 Min. past 3 P.M. In Book 741 At Page 310 of Official Records, San Diego Co., Cal. Recorded At Request of City Clerk.

O.M. SWOPE, County Recorder

By Deputy D. COLE

I certify that I have correctly transcribed this document in above mentioned book.

RUTH HUBBARD

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from S.D. Cons. G & E Co. to City of San Diego, California. Being Document No. 306521.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California

By Helen M. Willis Deputy.

UNDERTAKING FOR STREET LIGHTING.

LA JOLLA LIGHTING DISTRICT NO. 1.

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and The Aetna Casualty and Surety Company, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of FIVE HUNDRED FIFTY-FOUR DOLLARS (\$554.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 14th day of February, 1938.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into contract with said The City of San Diego, under and pursuant to Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), to do all work upon LA JOLLA BOULEVARD, between the westerly production of the southerly line of Center Street and the southeasterly line of Prospect Street; PROSPECT STREET, between La Jolla Boulevard and Cave Street; PROSPECT PLACE, between Cave Street and Blue Bird Lane; GIRARD AVENUE; between Silverado Street and Prospect Street; HERSCHEL AVENUE, between Silverado Street and Prospect Street; and WALL STREET, between Girard Avenue and Ivanhoe Avenue, in the City of San Diego, California, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, Principal

By W.F. RABER, President

(SEAL) ATTEST:

J.A. CANNON, Secretary.

THE AETNA CASUALTY AND SURETY COMPANY, Surety

By PAUL WOLCOTT, Resident Vice-President

(SEAL) ATTEST:

E.L. TOLSON, Resident Assistant Secretary.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 14th day of February, in the year nineteen hundred thirty-eight, before me, Frances S. Bowers, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Paul Wolcott, known to me to be the Resident Vice-President and E.L. Tolson, known to me to be the Resident Assistant Secretary of THE AETNA CASUALTY AND SURETY COMPANY, the corporation which executed the within and annexed instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL) FRANCES S. BOWERS
Notary Public in and for said San Diego County,
State of California.

I hereby approve the form of the foregoing Undertaking this 14th day of February, 1938.

D.L. AULT, City Attorney
By HARRY S. CLARK, Deputy City Attorney.

I HEREBY CERTIFY that the Council of the City of San Diego did by Resolution No. 67056 passed and adopted on the 18th day of January, 1938, require and fix the sum of \$554.00 as the penal sum of the foregoing Undertaking.

(SEAL) ALLEN H. WRIGHT
City Clerk of the City of San Diego.
By FRED W. SICK
Deputy.

CONTRACT FOR STREET LIGHTING.
LA JOLLA LIGHTING DISTRICT NO. 1.

THIS AGREEMENT, made and entered into this 15th day of February, 1938, by and between SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Council of the City of San Diego, has been awarded the contract for the work hereinafter mentioned,

NOW, THEREFORE, the respective parties hereto do promise and agree as follows, to-wit:

Said first party, for the consideration hereinafter mentioned, promises and agrees with the said second party, that it will do and perform, or cause to be done and performed, in a good and workmanlike manner, under the supervision of the City Engineer of said City, all of the following work, to-wit: The furnishing of electric current for the lighting of the ornamental street lights located on the following streets, in the City of San Diego, California, to-wit:

LA JOLLA BOULEVARD, between the westerly production of the southerly line of Genter Street and the southeasterly line of Prospect Street;
PROSPECT STREET, between La Jolla Boulevard and Cave Street;
PROSPECT PLACE, between Cave Street and Blue Bird Lane;
GIRARD AVENUE, between Silverado Street and Prospect Street;
HERSCHEL AVENUE, between Silverado Street and Prospect Street; and
WALL STREET, between Girard Avenue and Ivanhoe Avenue.

Such furnishing of electric current shall be for the period of one year from and including January 1, 1938, to-wit, to and including December 31, 1938.

All of said work shall be done strictly in accordance with the plans and specifications contained in the report of the City Engineer of said City, being document entitled: "Engineer's Report and Assessment for La Jolla Lighting District No. 1", filed October 18, 1937 in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of Two Thousand Two Hundred Fifteen and 20/100 Dollars (\$2215.20) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "La Jolla Lighting District No. 1 Fund."

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of Two Thousand Two Hundred Fifteen and 20/100 Dollars (\$2215.20) shall be paid out of any other fund than said special fund designated as "La Jolla Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), and acts amendatory thereof and supplemental thereto, and that in pursuance of said Act an assessment has been levied for said sum of Two Thousand and Two Hundred Fifteen and 20/100 Dollars (\$2215.20).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said Act of the Legislature, will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached by its proper officers thereunto duly authorized, and the said second party has caused these presents to be executed by a majority of the members of the Council of said City of San Diego, and attested by the City Clerk of said City, the day and year first hereinabove written.

(SEAL) ATTEST:
J.A. CANNON, Secretary.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
By W.F. RABER, President

(SEAL) ATTEST:
 ALLEN H. WRIGHT, City Clerk
 By FRED W. SICK, Deputy.

THE CITY OF SAN DIEGO
 By P.J. BENBOUGH
 W.C. CRANDALL
 RAYMOND M. WANSLEY
 ADDISON E. HOUSH
 HERBERT E. FISH
 BRUCE R. STANNARD
 JOHN S. SIEBERT
 Members of the Council.

I hereby approve the form of the foregoing Contract, this 14th day of February, 1938.

D.L. AULT, City Attorney
 By HARRY S. CLARK, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract on La Jolla Lighting Dist. #1. Being Document No. 306691.

ALLEN H. WRIGHT
 City Clerk of the City of San Diego, California

By Helen M. Wells Deputy.

WAR DEPARTMENT PERMIT

Note.- It is to be understood that this instrument does not give any property rights either in real estate or material, or any exclusive privileges; and that it does not authorize any injury to private property or invasion of private rights, or any infringement of Federal, State, or local laws or regulations, nor does it obviate the necessity of obtaining State assent to the work authorized. IT MERELY EXPRESSES THE ASSENT OF THE FEDERAL GOVERNMENT SO FAR AS CONCERNS THE PUBLIC RIGHTS OF NAVIGATION. (See Cummings v. Chicago, 188 U.S., 410).

United States Engineer Office.
 725 Central Building, Los Angeles, California,
 June 2, 1927.

City of San Diego,
 San Diego, Calif.
 Gentlemen:

Referring to written request dated May 17, 1927 to construct an outfall sewer at San Diego, Calif. I have to inform you that, upon the recommendation of the Chief of Engineers, and under the provisions of Section 10 of the Act of Congress approved Mar. 3, 1899, entitled "An act making appropriations for the construction, repair, and preservation of certain public works on rivers and harbors, and for other purposes," you are hereby authorized by the Secretary of War, to construct an outfall sewer pipe-line extending into the ocean 25 feet from mean high tide line at a point about 100 feet southerly of Monaco Street, in Pacific Ocean, at Azure Vista, San Diego, Calif. in accordance with the plans shown on the drawing attached hereto, marked Proposed outfall Sewer in Pacific Ocean at Azure Vista, San Diego, Calif. Monaco St. Application by City of San Diego, Calif. 4-8-27. subject to the following conditions:

(a) That the work shall be subject to the supervision and approval of the District Engineer, Engineer Department at Large, in charge of the locality, who may temporarily suspend the work at any time, if in his judgment, the interests of navigation so require.

(b) That any material dredged in the prosecution of the work herein authorized shall be removed evenly, and no large refuse piles, ridges across the bed of the waterway, or deep holes that may have a tendency to cause injury to navigable channels or to the banks of the waterway shall be left. If any pipe, wire, or cable hereby authorized is laid in a trench, the formation of permanent ridges across the bed of the waterway shall be avoided and the back filling shall be so done as not to increase the cost of future dredging for navigation. Any material to be deposited or dumped under this authorization, either in the waterway or on shore above high-water mark, shall be deposited or dumped at the locality shown on the drawing hereto attached, and, if so prescribed thereon, within or behind a good and substantial bulkhead or bulkheads, such as will prevent escape of the material into the waterway. If the material is to be deposited in the harbor of New York, or in its adjacent or tributary waters, or in Long Island Sound, a permit therefor must be previously obtained from the Supervisor of New York Harbor, Army Building, New York City.

(c) That there shall be no unreasonable interference with navigation by the work herein authorized.

(d) That if inspections or any other operations by the United States are necessary in the interests of navigation, all expenses connected therewith shall be borne by the permittee.

(e) That no attempt shall be made by the permittee or the owner to forbid the full and free use by the public of all navigable waters at or adjacent to the work or structure.

(f) That if future operations by the United States require an alteration in the position of the structure or work herein authorized, or if, in the opinion of the Secretary of War, it shall cause unreasonable obstruction to the free navigation of said water, the owner will be required, upon due notice from the Secretary of War, to remove or alter the structural work or obstructions caused thereby without expense to the United States, so as to render navigation reasonably free, easy, and unobstructed; and if, upon the expiration or revocation of this permit, the structure, fill, excavation, or other modification of the watercourse hereby authorized shall not be completed, the owners shall, without expense to the United States, and to such extent and in such time and manner as the Secretary of War may require, remove all or any portion of the uncompleted structure or fill and restore to its former condition the navigable capacity of the watercourse. No claim shall be made against the United States on account of any such removal or alteration.

(g) That if the display of lights and signals on any work hereby authorized is not otherwise provided for by law, such lights and signals as may be prescribed by the Bureau of Lighthouses, Department of Commerce, shall be installed and maintained by and at the expense of the owner.

(h) That the permittee shall notify the said district engineer at what time the work will be commenced, and as far in advance of the time of commencement as the said district engineer may specify, and shall also notify him promptly, in writing, of the commencement of work, suspension of work, if for a period of more than one week, resumption of work, and its completion.

(i) That, if the structure or work herein authorized is not completed on or before the 31st day of December, 1930, this permit, if not previously revoked or specifically extended, shall cease and be null and void.

By authority of the Secretary of War:

H.A.FINCH
Major, Corps of Engineers,
District Engineer.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of War Department Permit for Sewer Outfall to Serve Azure Vista. Being Document No.207524.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California

By Helen M. Willig Deputy.

CALIFORNIA STATE BOARD OF HEALTH
Sacramento

June 7, 1927.

City Clerk,
San Diego, California.
Dear Sir:

Upon receipt of the application of the City of San Diego for permit to construct sewerage works at Azure Vista Tract, with disposal of septic tank effluent into the Pacific Ocean 50 feet off shore, investigation was made by our Bureau of Sanitary Engineering, which has made the following recommendation:

"That the city of San Diego be granted a permit to construct sewerage works in Azure Vista Tract in accordance with plans and application for permit filed with this Board, provided:

1. No change be made in the plans unless agreed by the Bureau of Sanitary Engineering.

2. That the outfall be extended when found necessary.

3. That sludge be disposed of into the ocean at least once monthly and at times when weather and tidal conditions are favorable for dispersal of sludge."

At the next regular meeting of this Board, which will be held in San Francisco, 335 State Building, on Saturday, July 9, permit will be granted in accordance with the above recommendation unless cause is shown why such action should not be taken.

Very truly yours,

W.M.DICKIE

Secretary and Executive Officer.

WMD;CAM
encl.
c/CGG
RFG

CALIFORNIA STATE BOARD OF HEALTH
Sacramento

IN THE MATTER OF THE APPLICATION OF THE CITY OF SAN DIEGO FOR PERMIT TO CONSTRUCT SEWERAGE WORKS AT AZURE VISTA TRACT, WITH DISPOSAL OF SEPTIC TANK EFFLUENT INTO PACIFIC OCEAN 50 FEET OFF SHORE.

DATE OF APPLICATION: MAY 17, 1927.

FINDINGS AND OPINION

Bureau of Sanitary Engineering

By R.F.Goudey, Resident Engineer.

May 31, 1927.

On May 17, 1927, Mr. Harry C. Clark, Mayor of the City of San Diego, after being duly authorized by a resolution of the City Council, made formal application to the State Board of Health as follows:

"Pursuant and subject to all of the terms, conditions and provisions of the Public Health Act of the State of California, approved March 23, 1907, and all amendments thereto, application is hereby made to said State Board of Health for a permit to construct, operate and maintain a sanitary sewer system in the City of San Diego, California, in the addition thereto known as Azure Vista, together with an outfall sewer line extending from a septic tank in Sunset Cliffs Boulevard southerly to Monaco Street, westerly into the Pacific Ocean, approximately 50 feet beyond the mean high tide line; the said sewer system to be of new construction and in accordance with the plans and specifications accompanying this application, which plans and specifications are designated as -

'Plans for the improvement of Cornish Drive, Hill Street, Public Property, Brindisi Street, Cardova Street, Marseilles Street, Algeciras Street, Sunset Cliffs Boulevard, Monaco Street, Carmelo Street, Casitas Street, Landera Street, Alleys in Block C, E, F, G, H, I, J, K, L, M and N, Azure Vista.'

dated 17th day of May, 1927".

GENERAL INFORMATION

The project for putting sewers in the Azure Vista tract was first brought to the attention of the writer by Mr. Bearsall, engineer, on April 4, 1927. Plans and application for permit were received on May 5, 1927. The writer investigated the location of the outfall on May 9, 1927.

DESCRIPTION OF PROJECT

Azure Vista lies on the ocean on the west side of Pt. Loma, between Military Reservation and Ocean Beach. The subdivision includes 67 acres, for which there will be 225 lots. The sewer system is to accommodate forty connections with adjoining territory to the east.

The sewer system will have its own collecting mains, settling tank and outfall into the ocean. Plans for the sewer system have been checked over and found to conform with good engineering design. The topography is such that there is no necessity for using flat grades. The sewer system consists of 8144 ft. of six-inch pipe, and 3895 ft. of eight-inch pipe, and 58 manholes.

The settling tank will be 16 ft. wide, 22 ft. long and vary in depth from 6 to 10 feet. It will have a capacity of about 20,000 gallons. Sewering 265 services at three persons per connection, and an average sewage flow of 60 gallons per person per day, the average flow will be 47,700 gallons, or approximately 2000 gallons per hour. This is equivalent to 270 cu. ft. or less than 1 foot depth in the tank. Assuming 1-1/2 feet of the tank for scum, 270 cu. ft. for sludge, then there is left a capacity of 2.4 cu.ft. per person. In all other respects this tank is designed like all of the other settling tanks designed in the City of San Diego during the past two years. The septic tank will be located in parking area 65 feet west of the junction of Sunset Cliffs Blvd. and Monaco Street.

The outfall will discharge into the ocean opposite the septic tank. The ground level at the septic tank is roughly 36 feet above sea level. The outfall will consist of 84 feet of 8-inch cast iron pipe, which will extend into the water actually less than 10 feet from low water mark on the coast line. The coast at this point is extremely ragged

and rough, there being absolutely no bathing. The submergence over the end of the outlet will be 12 feet of water at low tide. For the population which will be served, there should be no nuisance from clarified sewage discharged at this point.

RECOMMENDATIONS

IT IS RECOMMENDED that the City of San Diego be granted a permit to construct sewerage works in Azure Vista Tract in accordance with plans and application for permit filed with this Board, provided: -

1. No change be made in the plans unless agreed to by the Bureau of Sanitary Engineering.
2. That the outfall be extended when found necessary.
3. That sludge be disposed of into the ocean at least once monthly and at times when weather and tidal conditions are favorable for dispersal of sludge.

RFG T

Approved: C.S.GILLESPIE, Director.

Respectfully submitted,
R.F.GOUDEY, Resident Engineer.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Permit from State Board of Health for Sewer outfall to serve Azure Vista. Being Document No. 208076.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California

By Helen M. Wallig Deputy.

CALIFORNIA STATE BOARD OF HEALTH SACRAMENTO

July 13, 1927.

City Clerk,
San Diego, California.
Dear Sir:-

The State Board of Health, at its regular meeting held on July 9th, granted the City of San Diego permit to construct sewerage works at Azure Vista Tract, with disposal of septic tank effluent into the Pacific Ocean 50 feet off shore.

Enclosed herewith please find Order Granting Permit.

Very truly yours,
W.M.DICKIE
Secretary and Executive Officer.

WMD:CAM
encl.
c/CGG
RFG

CALIFORNIA STATE BOARD OF HEALTH SACRAMENTO

IN THE MATTER OF THE APPLICATION
OF THE CITY OF SAN DIEGO FOR PER-
MIT TO CONSTRUCT SEWERAGE WORKS AT
AZURE VISTA TRACT, WITH DISPOSAL
OF SEPTIC TANK EFFLUENT INTO PACIFIC
OCEAN 50 FEET OFF SHORE.
DATE OF APPLICATION: MAY 17, 1927.

ORDER GRANTING PERMIT

WHEREAS, the City of San Diego has made application for permit to construct a sewer system in Azure Vista Tract, with disposal into a septic tank and thence into the ocean about fifty feet beyond the mean high tide line, opposite the septic tank, and

WHEREAS, the Bureau of Sanitary Engineering, through R.F.Goudey, has made investigation and considers that there should be no nuisance from the discharge of sewage at this point,

THEREFORE BE IT RESOLVED, that permit be granted to the City of San Diego in accordance with the following provisions recommended by Mr. Goudey:

1. No change be made in the plans unless agreed to by the Bureau of Sanitary Engineering.
2. That the outfall be extended when found necessary.
3. That sludge be disposed of into the ocean at least once monthly and at times when weather and tidal conditions are favorable for dispersal of sludge.

AUTHORIZED BY THE CALIFORNIA STATE BOARD OF HEALTH IN REGULAR SESSION IN SAN FRANCISCO, JULY 9, 1927.

(SEAL)

W.M.DICKIE
Secretary and Executive Officer.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Permit from State Board of Health for sewer outfall at Azure Vista. Being Document No. 209471.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.

By Helen M. Wallig Deputy.

AGREEMENT

THIS AGREEMENT made and entered into this 4th day of October, 1937, by and between the Department of Public Works of the State of California and The City of San Diego, WITNESSETH:

The Department authorizes the City to establish an official grade on that portion of State Highway XI-S.D.-2-S.D. lying between Barnett Avenue and Miramar Avenue in the City of San Diego, in conformance with Chapter 901 of the Statutes of 1937.

The grade so to be established is hereby specified to be that grade which is shown on map marked Exhibit "A" and attached hereto, and by this reference made a part of this agreement.

The City agrees to take proceedings forthwith for the establishment of such grade. IN WITNESS WHEREOF, The parties hereto have set their hands and seals the day and year first above written.

THE DEPARTMENT OF PUBLIC WORKS
OF THE STATE OF CALIFORNIA
By EDWARD V. NERON
Deputy Director of Public Works

THE CITY OF SAN DIEGO
By R.W.FLACK, City Manager.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Department of Public Works of the State of California. Being Document No. 305471.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By Helen M. Willig Deputy.

AGREEMENT

THIS AGREEMENT, made and entered into this 21st day of February, 1938, by and between the Department of Public Works of the State of California and the City of San Diego, WITNESSETH:

The Department authorizes the City to establish an official grade on that portion of Pacific Highway, State Highway XI-S.D-2-S.D, between the northeasterly prolongation of the southeasterly line of Barnett Avenue, and the southwesterly line of Morena and the northwesterly prolongation of the southwesterly line of Morena, and between the northerly line of Morena and the northwesterly line of Balboa Avenue, in the City of San Diego, in conformance with Chapter 901 of the Statutes of 1937.

The grade so to be established is hereby specified to be that grade which is shown on map marked Exhibit "A" and attached hereto, and by this reference made a part of this agreement.

The City agrees to take proceedings forthwith for the establishment of such grade. IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

THE DEPARTMENT OF PUBLIC WORKS
OF THE STATE OF CALIFORNIA
By EDWARD V. NERON
Deputy Director of Public Works

(SEAL)

APPROVED:
C.H.Purcell
State Highway Engineer
By G.L.McCLEARY
Assistant State Highway Engineer

THE CITY OF SAN DIEGO
By R.W.FLACK, City Manager

Approved as to form:
C.R.MONTGOMERY, Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Department of Public Works of the State of California. Being Document No. 306865.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By Helen M. Willig Deputy.

UNDERTAKING FOR STREET LIGHTING.
SEVENTH AVENUE LIGHTING DISTRICT NO.1.

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of TWELVE DOLLARS (\$12.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 14th day of February, 1938.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into contract with said The City of San Diego, under and pursuant to Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), to do all work upon SEVENTH AVENUE, between the north line of Upas Street and a line parallel to and distant 680 feet north of the north line of Upas Street, in the City of San Diego, California, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, Principal
By W.F.RABER, President.

(SEAL) ATTEST:
J.A.CANNON, Secretary.

THE AETNA CASUALTY AND SURETY COMPANY, Surety
By PAUL WOLCOTT, Resident Vice-President.

(SEAL) ATTEST:
E.L.TOLSON, Resident Assistant Secretary.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 14th day of February, in the year nineteen hundred thirty-eight before me, Frances S. Bowers, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Paul Wolcott, known to me to be the Resident Vice-President and E.L.Tolson, known to me to be the Resident Assistant Secretary of the Aetna Casualty And Surety Company, the corporation which executed the within and annexed instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

FRANCES S. BOWERS
Notary Public in and for said San Diego County,
State of California.

(SEAL)

I hereby approve the form of the foregoing Undertaking this 14th day of February, 1938.

D.L.AULT, City Attorney.
By HARRY S. CLARK, Deputy City Attorney.

I HEREBY CERTIFY that the Council of the City of San Diego did by Resolution No. 67058 passed and adopted on the 18th day of January, 1938, require and fix the sum of \$12.00 as the penal sum of the foregoing Undertaking.

(SEAL)

ALLEN H. WRIGHT
City Clerk of the City of San Diego;
By FRED W. SICK
Deputy.

CONTRACT FOR STREET LIGHTING.
SEVENTH AVENUE LIGHTING DISTRICT NO.1

THIS AGREEMENT, made and entered into this 15th day of February, 1938, by and between SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Council of the City of San Diego, has been awarded the contract for the work hereinafter mentioned,

NOW, THEREFORE, the respective parties hereto do promise and agree as follows, to-wit:

Said first party, for the consideration hereinafter mentioned, promises and agrees with the said second party, that it will do and perform, or cause to be done and performed, in a good and workmanlike manner, under the supervision of the City Engineer of said City, all of the following work, to-wit: The furnishing of electric current for the lighting of the ornamental street lights located on SEVENTH AVENUE, between the north line of Upas Street and a line parallel to and distant 680 feet north of the north line of Upas Street, in the City of San Diego, California.

Such furnishing of electric current shall be for a period of one year from and including January 1, 1938, to-wit, to and including December 31, 1938.

All of said work shall be done strictly in accordance with the plans and specifications contained in the report of the City Engineer of said City, being document entitled: "Engineer's Report and Assessment for Seventh Avenue Lighting District No. 1", filed October 25, 1937 in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of Forty-five Dollars (\$45.00) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Seventh Avenue Lighting District No. 1 Fund."

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of Forty-five Dollars (\$45.00) shall be paid out of any other fund than said special fund designated as "Seventh Avenue Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), and acts amendatory thereof and supplemental thereto, and that in pursuance of said Act an assessment has been levied for said sum of Forty-five Dollars (\$45.00).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said Act of the Legislature, will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached by its proper officers thereunto duly authorized, and the said second party has caused these presents to be executed by a majority of the members of the Council of said City of San Diego, and attested by the City Clerk of said City, the day and year first hereinabove written.

(SEAL) ATTEST:
J.A.CANNON, Secretary.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
By W.F.RABER, President.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy.

THE CITY OF SAN DIEGO,
By P.J.BEMBROUGH
W.C.CRANDALL
RAYMOND M. WANSLEY
ADDISON E. HOUSH
HERBERT E. FISH
BRUCE R. STANNARD
JOHN S. SIEBERT
Members of the Council.

I hereby approve the form of the foregoing Contract, this 14th day of February, 1938.

D.L.AULT, City Attorney
By HARRY S. CLARK, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract on 7th Ave. Lighting Dist. #1. Being Document No. 306692.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California

By Helen M. Willy Deputy.

UNDERTAKING FOR STREET LIGHTING.
EIGHTH AVENUE LIGHTING DISTRICT NO.1.

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of THIRTEEN DOLLARS (\$13.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 14th day of February, 1938.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into contract with said The City of San Diego, under and pursuant to Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), to do all work upon EIGHTH AVENUE, between the northerly line of Pennsylvania Avenue produced easterly and a line parallel to and distant 125 feet north of the north line of Brookes Avenue; and on PENNSYLVANIA AVENUE, between the west line of Eighth Avenue and the east line of the Alley in Block 7, Crittenden's Addition, produced south, in the City of San Diego, California, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, Principal.
By W.F.RABER, President

(SEAL) ATTEST:
J.A.CANNON, Secretary.

THE AETNA CASUALTY AND SURETY COMPANY, Surety.
By PAUL WOLCOTT, Resident Vice-President

(SEAL) ATTEST:
E.L.TOLSON, Resident Assistant Secretary.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 14th day of February, in the year nineteen hundred thirty-eight, before me, Frances S. Bowers, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Paul Wolcott, known to me to be the Resident Vice-President and E.L.Tolson, known to me to be the Resident Assistant Secretary of the Aetna Casualty And Surety Company, the corporation which executed the within and annexed instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

FRANCES S. BOWERS
Notary Public in and for said San Diego County,
State of California.

(SEAL)

I hereby approve the form of the foregoing Undertaking this 14th day of February, 1938.

D.L.AULT, City Attorney
By HARRY S. CLARK, Deputy City Attorney.

I HEREBY CERTIFY that the Council of the City of San Diego did by Resolution No. 67057 passed and adopted on the 18th day of January, 1938, require and fix the sum of \$13.00 as the penal sum of the foregoing Undertaking.

(SEAL) ALLEN H. WRIGHT
City Clerk of the City of San Diego.
By FRED W. SICK
Deputy.

CONTRACT FOR STREET LIGHTING
EIGHTH AVENUE LIGHTING DISTRICT NO.1.

THIS AGREEMENT, made and entered into this 15th day of February, 1938, by and between SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Council of the City of San Diego, has been awarded the contract for the work hereinafter mentioned,

NOW, THEREFORE, the respective parties hereto do promise and agree as follows, to-wit:

Said first party, for the consideration hereinafter mentioned, promises and agrees with the said second party, that it will do and perform, or cause to be done and performed, in a good and workmanlike manner, under the supervision of the City Engineer of said City, all of the following work, to-wit: The furnishing of electric current for the lighting of the ornamental street lights located on EIGHTH AVENUE, between the northerly line of Pennsylvania Avenue produced easterly and a line parallel to and distant 125 feet north of the north line of Brookes Avenue; and on PENNSYLVANIA AVENUE, between the west line of Eighth Avenue and the east line of the Alley in Block 7, Crittenden's Addition, produced south, in the City of San Diego, California.

Such furnishing of electric current shall be for the period of one year from and including January 1, 1938, to-wit, to and including December 31, 1938.

All of said work shall be done strictly in accordance with the plans and specifications contained in the report of the City Engineer of said City, being document entitled: "Engineer's Report and Assessment for Eighth Avenue Lighting District No. 1", filed October 25, 1937 in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of Fifty and 40/100 Dollars (\$50.40) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Eighth Avenue Lighting District No. 1 Fund."

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of Fifty and 40/100 Dollars (\$50.40) shall be paid out of any other fund than said special fund designated as "Eighth Avenue Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), and acts amendatory thereof and supplemental thereto, and that in pursuance of said Act an assessment has been levied for said sum of Fifty and 40/100 Dollars (\$50.40).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said Act of the Legislature, will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached by its proper officers thereunto duly authorized, and the said second party has caused these presents to be executed by a majority of the members of the Council of said City of San Diego, and attested by the City Clerk of said City, the day and year first hereinabove written.

(SEAL) ATTEST:
J.A.CANNON, Secretary.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
By W.F.RABER, President

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy.

THE CITY OF SAN DIEGO
By P.J.BENBOUGH
W.C.CRANDALL
RAYMOND M. WANSLEY
HERBERT E. FISH
ADDISON E. HOUSH
BRUCE R. STANNARD
JOHN S. SIEBERT
Members of the Council.

I hereby approve the form of the foregoing Contract, this 14th day of February, 1938.

D.L.AULT, City Attorney
By HARRY S. CLARK, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract on 8th Avenue Lighting District No. 1. Being Document No. 306693.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.

By Helen M. Wellig Deputy.

UNDERTAKING FOR STREET LIGHTING.

EL CAJON BOULEVARD LIGHTING DISTRICT NO.1.

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of _____, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of FIVE HUNDRED NINETY-THREE DOLLARS (\$593.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 14th day of February, 1938.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into contract with said The City of San Diego, under and pursuant to Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), to do all work upon EL CAJON BOULEVARD, between the west line of Texas Street and the west line of Fairmount Avenue, in the City of San Diego, California, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, Principal
(SEAL) ATTEST:
J.A.CANNON, Secretary.

By W.F.RABER, President

(SEAL) ATTEST:
E.L.TOLSON, Resident Assistant Secretary.

THE AETNA CASUALTY AND SURETY COMPANY, Surety
By PAUL WOLCOTT, Resident Vice-President.

STATE OF CALIFORNIA,
COUNTY OF SAN DIEGO,)^{ss}

On this 14th day of February, in the year nineteen hundred thirty-eight, before me, Frances S. Bowers, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Paul Wolcott, known to me to be the Resident Vice-President and E.L.Tolson, known to me to be the Resident Assistant Secretary of the Aetna Casualty and Surety Company, the corporation which executed the within and annexed instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL) FRANCES S. BOWERS
Notary Public in and for said San Diego County,
State of California.

I hereby approve the form of the foregoing Undertaking this 14th day of February, 1938.

D.L.AULT, City Attorney
By HARRY S. CLARK, Deputy City Attorney.

I HEREBY CERTIFY that the Council of the City of San Diego did by Resolution No. 67059 passed and adopted on the 18th day of January, 1938, require and fix the sum of \$593.00 as the penal sum of the foregoing Undertaking.

(SEAL) ALLEN H. WRIGHT
City Clerk of the City of San Diego.
By FRED W. SICK
Deputy.

CONTRACT FOR STREET LIGHTING
EL CAJON BOULEVARD LIGHTING DISTRICT NO. 1.

THIS AGREEMENT, made and entered into this 15th day of February, 1938, by and between SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Council of the City of San Diego, has been awarded the contract for the work hereinafter mentioned,

NOW, THEREFORE, the respective parties hereto do promise and agree as follows, to-wit:

Said first party, for the consideration hereinafter mentioned, promises and agrees with the said second party, that it will do and perform, or cause to be done and performed, in a good and workmanlike manner, under the supervision of the City Engineer of said City, all of the following work, to-wit: The furnishing of electric current for the lighting of the ornamental street lights located on EL CAJON BOULEVARD, between the west line of Texas Street and the west line of Fairmount Avenue, in the City of San Diego, California.

Such furnishing of electric current shall be for the period of one year from and including December 1, 1937, to-wit, to and including November 30, 1938.

All of said work shall be done strictly in accordance with the plans and specifications contained in the report of the City Engineer of said City, being document entitled; "Engineer's Report and Assessment for El Cajon Lighting District No. 1", filed October 23, 1937, in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of Two Thousand Three Hundred Seventy-one and 20/100 Dollars (\$2371.20) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "El Cajon Boulevard Lighting District No. 1 Fund."

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of Two Thousand Three Hundred Seventy-one and 20/100 Dollars (\$2371.20), shall be paid out of any other fund than said special fund designated as "El Cajon Boulevard Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), and acts amendatory thereof and supplemental thereto, and that in pursuance of said Act an assessment has been levied for said sum of Two Thousand Three Hundred Seventy-one and 20/100 Dollars (\$2371.20).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said Act of the Legislature, will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached by its proper officers thereunto duly authorized, and the said second party has caused these presents to be executed by a majority of the members of the Council of said City of San Diego, and attested by the City Clerk of said City, the day and year first hereinabove written.

(SEAL) ATTEST:
J.A.CANNON, Secretary.
SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
By W.F.RABER, President

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy.

THE CITY OF SAN DIEGO
By P.J.BENBOUGH
W.C.CRANDALL
RAYMOND M. WANSLEY
ADDISON E. HOUSH
HEREBERT E. FISH
BRUCE R. STANNARD
JOHN S. SIEBERT
Members of the Council.

I hereby approve the form of the foregoing Contract, this 14th day of February, 1938.

D.L.AULT, City Attorney
By HARRY S. CLARK, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract on El Cajon Boulevard Lighting District NO. 1. Being Document No. 306694.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California

By Helen M. Wilby Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, That R.E. HAZARD & SONS, a corporation, as Principal and PACIFIC INDEMNITY COMPANY, a body corporate, duly incorporated under the laws of the State of California, and authorized to act as surety under the act of Congress approved August 13, 1894, whose principal office is located in Los Angeles, State of California, a corporation organized and existing under and by virtue of the laws of the State of California, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of NINE HUNDRED TWO DOLLARS (\$902.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 10th day of February, 1938.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with the City of San Diego, to rent to said City one crawler type power shovel with standard equipment

(SEAL)

R.E. HAZARD & SONS
By C.B. GUILING, Vice Pres.
2548 Kettner Boulevard,
San Diego, California.

(SEAL)

PACIFIC INDEMNITY COMPANY
IRVING FRIEDMAN, Attorney-in-fact.
621 South Hope St.
Los Angeles, Calif.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,) ss

On this 10th day of Febr. in the year one thousand nine hundred and Thirty-Eight before me, Tula Aaberg a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared, Irving Friedman known to me to be the duly authorized Attorney-in-Fact of Pacific Indemnity Company, and the same person whose name is subscribed to the within instrument as the Attorney-in-Fact of said Company, and the said Irving Friedman acknowledged to me that he subscribed the name of Pacific Indemnity Company, thereto as surety and his own name as Attorney-in-Fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

TULA AABERG

Notary Public in and for San Diego County,
State of California.

(SEAL)

My Commission Expires,
Aug. 4, 1940.

in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

NOW, THEREFORE, if the said principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

(SEAL) ATTEST:

B.R. HAZARD, Ass't. Secy.

R.E. HAZARD & SONS, Principal.
R.E. HAZARD, PRES.

I hereby approve the form of the within Bond, this 15th day of February, 1938.

D.L. AULT, City Attorney
By H.B. DANIEL, Asst. City Attorney.

Approved by a majority of the members of the Harbor Commission of the City of San Diego, California, this 15th day of February, 1938.

RUFUS CHOATE
R.H. VANDEMAN
EMIL KLICKA
Members of the Harbor Commission.

C O N T R A C T

THIS AGREEMENT, made and entered into this 15th day of February, 1938, between THE CITY OF SAN DIEGO, a municipal corporation, in the County of San Diego, State of California, acting by and through the Harbor Commission of said City, party of the first part, hereinafter sometimes designated as the City, and R.E. HAZARD & SONS, a corporation organized and existing under and by virtue of the laws of the State of California, party of the second part, hereinafter sometimes designated as the Lessor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said Lessor by said City, in manner and form as hereinafter provided, said Lessor hereby covenants and agrees to and with said City to rent to said City one certain crawler type power shovel of the character and equipment specified in those certain specifications filed in the office of the City Clerk of said City, bearing Document No. 306132, said shovel and equipment having the following capacities and measurements:

Shovel - dipper, 2 cubic yards

Length of boom 25' (over all length)

Length of dipper stocks 18'

Power Plant - full Diesel "Imperial Atlas"

112 H.P. with 5 H.P. Auxiliary starting engine and
automatic air controlled bucket tripper and two
traveling speeds on crawler, engine speed 350 R.P.M.

Crane Attachments for above Shovel -

60' boom with 20' and 10' extensions, total 90' boom;
1 Set fair leads for dragline work 600' hoisting line
for hoist drum 900' boom hoist cable on boom hoist.

The City shall not be liable for any breakage of parts on said shovel and equipment, unless the same shall be directly and wholly due to careless, unskillful or improper operation by the City of said shovel and equipment.

Said equipment shall be rented to the City for a period of not less than six (6) months nor more than twelve (12) months, and the rental to be paid therefor by said City shall be at the rate of Five Hundred Dollars (\$500.00) per month.

It is understood and agreed that the present appraised value of said equipment is the sum of \$3,500.00, plus an additional amount equal to the California State Sales Tax upon said sum; and said Lessor further specifically agrees that if and when the rentals payable for said equipment hereunder by said City shall amount to \$3,500.00, plus an additional sum equal to the California State Sales Tax, it will convey to said City a clear title to said equipment without further payment by said City other than said rentals, anything in this agreement to the contrary notwithstanding.

Said City, upon the approval of the Port Director of said equipment in accordance with said specifications, agrees to hire said equipment for a period of not less than six (6) months nor more than twelve (12) months, and to pay therefor as rental Five Hundred Dollars (\$500.00) per month. When and if the City shall have paid to the Lessor on account of such rentals a total amount of Three Thousand Five Hundred Dollars (\$3,500.00), plus an additional amount equal to the California State Sales Tax upon the sum of \$3,500.00, then and in that event the City shall be absolved from the payment of any further rental hereunder, and shall become, without further cost or expense, the owner of said equipment; provided, however, that nothing herein contained shall be construed as obligating the City to continue the rental of said equipment beyond the period of six (6) months, unless it shall elect so to do, it being the intent and purpose of this agreement that the City may at any time after the expiration of six (6) months return said equipment to the Lessor and terminate this agreement, and that the City at its election may continue to rent said equipment hereunder until it shall be entitled to receive the title and ownership of said equipment as hereinbefore provided.

The City will pay said monthly rental on the last day of each and every month during which this agreement shall remain in effect.

Said Lessor further agrees not to underlet or assign this contract, or any part thereof, to anyone without the consent of the Port Director, in writing, having been first obtained; and further agrees that it will be bound by each and every part of this contract and each and every part of the specifications referred to herein.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of the said City, shall said City, or any department, board or officer thereof, be liable for any portion of the contract price. No interest in this agreement shall be transferred by the Lessor to any other party, and any such transfer shall cause annulment of this contract so far as The City of San Diego is concerned. All rights of action, however, for any breach of this contract are reserved to said City.

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through a majority of the members of the Harbor Commission of said City, under and pursuant to Resolution No. 67090 of the City Council authorizing such execution, and the Lessor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers the day and year in this agreement first above written.

THE CITY OF SAN DIEGO,
By RUFUS CHOATE
R.H. VanDEMAN
EMIL KLIKA
Members of the Harbor Commission.

R.E. HAZARD & SONS, Lessor
By R.E. HAZARD, Pres.

(SEAL) ATTEST:
B.R. HAZARD, Ass't Secy.

I HEREBY APPROVE the form of the foregoing Contract, this 15th day of February, 1938.

D.L. AULT, City Attorney
By H.B. DANIEL, Asst. City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with R.E. Hazard & Sons for crawler type power shovel. Being Document No. 306728.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.

By Helen M. Willis Deputy.

NOTICE OF COMPLETION AND ACCEPTANCE OF THE
WORK PERFORMED AND MATERIALS FURNISHED BY
J.L. KRULY UNDER SCHEDULE II OF THE CONTRACT
FOR THE CONSTRUCTION OF THE COLLEGE RESER-
VOIR AND PIPE LINE, WHICH SAID CONTRACT IS
DATED NOVEMBER 8, 1937, AND IS ON FILE IN
THE OFFICE OF THE CITY CLERK OF THE CITY OF
SAN DIEGO AS DOCUMENT NO. 305385.

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN By the City of San Diego, owner, that the work performed by J.L. Kruly under Schedule II of the contract for the construction of the College Reservoir and Pipe Line, which said contract is dated November 8, 1937, and is on file with the City Clerk of the City of San Diego as Document No. 305385, was completed to the satisfaction of the City's Hydraulic Engineer and the City Manager of said City on February 14, 1938.

YOU ARE FURTHER NOTIFIED, that the City Council of the City of San Diego on February 15, 1938, by Resolution duly and regularly passed and adopted, officially accepted the said work performed by said J.L. Kruly. Certified copy of said resolution of the City Council accepting said work is attached hereto and made a part of this notice the same as though fully set out herein.

Dated at San Diego, California, this 16th day of February, 1938.

(SEAL)

THE CITY OF SAN DIEGO
By ALLEN H. WRIGHT, City Clerk.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Notice of Completion on J.L. Kruly Contract on College Reservoir Pipeline. Being Document No. 306736.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California

By Helen M. Willis Deputy.

A G R E E M E N T

WHEREAS, Matilda M. Lonthain is the owner of 3418-3420 Park Boulevard, Lot 13 and parts of Lots 12-14, Block 245 Subdivision University Heights, San Diego, and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the Ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 15 day of February, 1938, by Matilda M. Lonthain that she will, for and in consideration of the permission granted her to remove 20 feet of curbing on Park Blvd. street adjacent to the above described property, bind herself to, and does hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs her so to do, and comply therewith at her own expense and with no cost or obligation on the part of the City of San Diego.

She further agrees that this agreement shall be binding on herself, her heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

MATILDA M. LONTHAIN
Owner's Name
3420 Park Blvd.
Address.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 15 day of February, A.D. Nineteen Hundred and 38, before me, Will R. Emslie a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Matilda M. Lonthain known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

WILL R. EMSLIE
Notary Public in and for the County of San Diego,
State of California.

(SEAL)
My Commission Expires,
October 28, 1940.

RECORDED FEB 17 1938 20 Min. past 3 P.M. In Book 753 At Page 38 Of Official Records, San Diego Co., Cal. Recorded At Request of City Clerk

O.M.SWOPE, County Recorder
By Deputy D.COLE

I certify that I have correctly transcribed this document in above mentioned book.

C. JOHNSON
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from Matilda M. Lonthain to the City of San Diego, California. Being Document No. 306737.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California

By Helen M. Willis Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, That CRANE COMPANY, a corporation, as Principal and FIREMAN'S FUND INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of California as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of TWO HUNDRED FOUR DOLLARS (\$204.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 15th day of February, 1938.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish and deliver to said City galvanized iron fittings in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

NOW, THEREFORE, if the said principal shall faithfully perform the said contract then the above obligation to be void; otherwise to remain in full force and effect.

ATTEST:
A.E.LILLICRAP

CRANE COMPANY, Principal
By H.F.ALLISON, Manager

(SEAL) ATTEST:
A.E.LILLICRAP

FIREMAN'S INDEMNITY COMPANY, Surety
By M.J.WHITE, Attorney-in-Fact

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 15th day of February in the year one thousand nine hundred and thirty-eight before me, Algy E. Lillcrap, a Notary Public in and for said County, State afore-said, residing therein, duly commissioned and sworn, personally appeared M.J.White known to me to be the Attorney in Fact of FIREMAN'S FUND INDEMNITY COMPANY the company described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument on behalf of the said company; and she duly acknowledged to me that such company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office, in the said County of San Diego the day and year in this certificate first above written.

ALGY E. LILLICRAP
Notary Public in and for the County of _____
State of California.

(SEAL)
My Commission Expires May 29, 1941.

I hereby approve the form of the within Bond, this 17th day of February, 1938.
D.L.AULT, City Attorney
By H.B.DANIEL, Asst. City Attorney.

I HEREBY APPROVE the foregoing bond this 17th day of February, 1938.
R.W.FLACK, City Manager.

C O N T R A C T

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 17th day of February, 1938, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and CRANE COMPANY, a corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City:

Standard, galvanized, beaded, malleable fittings, as listed below:

Reducing Couplings

250 3/4" to 1/2"
72 1" to 1/2"
64 1" to 3/4"
40 1-1/4" to 1"
24 1-1/2" to 1-1/4"
18 1-1/2" to 1/2"
9 2-1/2" to 1-1/2"

90° Ells

300 1/2"
170 3/4"
60 1"
12 1-1/4"
12 1-1/2"
3 2"
1 2-1/2"
1 3"
1 4"

45° Ells

48 1/2"
36 3/4"
10 1"
40 1-1/4"
2 1-1/2"
2 2"
1 2-1/2"
2 3"

Strainers - Mall. Iron

Galvanized Screwed

(Crane Co. #986)
4 1-1/2"
13 2"
3 2-1/2"

Gate Valves - Rising

Stem Brass Body

(Crane Co. #440)
6 1-1/4"
4 1-1/2"
13 2"
3 2-1/2"

Garden Valves - Female Tapped 3/4" Pipe

(Crane Co. #56)

84 3/4"

Nipples - Galvanized

(Crane Co.)

900 1/2" x 4"
900 1/2" x 12"

Tees - Straight

200 1/2"
136 3/4"
32 1"
20 1-1/4"
50 1-1/2"
20 2"
3 2-1/2"
3 3"
2 4"

Crosses - Reducing

3 4" x 4" x 1" x 1"
1 2-1/2" x 2-1/2" x 2" x 2"
6 2" x 2" x 1-1/2" x 1-1/2"
14 1-1/2" x 1-1/2" x 3/4" x 3/4"
24 1-1/4" x 1-1/4" x 3/4" x 3/4"

90° Reducing Ells

17 3/4" to 1/2"
14 1" to 3/4"
6 1-1/4" to 1"
4 1-1/2" to 1-1/4"
2 2" to 1-1/2"

Tees - Reducing

47 3/4" x 1/2" x 1/2"
99 3/4" x 3/4" x 1/2"
54 1" x 1" x 3/4"
100 1" x 3/4" x 3/4"
48 1"x 1" x 1/2"
24 1" x 3/4" x 1/2"
36 1-1/4" x 1" x 3/4"
50 1-1/4" x 1-1/4" x 1/2"
10 1-1/2" x 1-1/2" x 1/2"
6 1-1/2" x 1-1/4" x 1-1/4"
5 1-1/2" x 1-1/4" x 1"
6 2" x 2" x 1/2"
6 2" x 1-1/2" x 1"
3 2-1/2" x 2-1/2" x 1"
4 2-1/2" x 2-1/2" x 1-1/4"
2 3" x 2-1/2" x 2"
2 4" x 3" x 2"

Shut Off Cock - Brass

(Crane Co. #270)

84 3/4"

Sprinkler Heads - Brass

Moody, all brass, Type A, non-adjustable
900 1/2" Female Tapped for 1/2" pipe
with strainer disk

All in accordance with the specifications, bidding instructions and requirements on file in the office of the City Clerk under Document No. 306323.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

Eight Hundred Thirteen and 70/100 Dollars (\$813.70).

Said contractor agrees to begin delivery of said material within forty (40) days from and after the date of the execution of this contract, and to complete said delivery on or before the ____ day of ____, 192__.

Said City, in consideration of the furnishing and delivery of said material by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said material by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit:

Upon delivery of said material, and the acceptance of the same by the City Manager of said City, ninety per cent (90%) of the said contract price shall be paid said contractor, and ten per cent (10%) shall not become due and payable until a release shall have been executed and filed as hereinafter provided, and until five (5) days shall have elapsed after the expiration of the period within which liens may be filed under the provisions of Title IV, Part III, of the Code of Civil Procedure of the State of California. When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager of said City, and when a release of all claims against The City of San Diego under or by virtue of the contract shall have been executed by the contractor, and when five (5) days shall have elapsed after the expiration of the period within which liens may be filed, as hereinabove provided, final payment will be made, at such time, and in such manner as provided by law, of any balance due, including the percentage withheld as above stated, or such portion thereof as may be due the contractor.

Said contractor hereby agrees that it will be bound by each and every part of this contract, and deliver and cause to be delivered all of said material, as herein specified.

No interest in this agreement shall be transferred by the contractor to any other party, and any such transfer shall cause annulment of this contract, so far as The City of San Diego is concerned. All rights of action, however, for any breach of this contract are reserved to said City.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of the City of San Diego, or the general laws in effect in said City, shall said City or any department, board or officer thereof, be liable for any portion of the contract price; also that no extra work shall be done by said contractor unless authorized and directed by resolution of said Council to that effect.

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of the City of San Diego, pursuant to and under Resolution No. 67174 of the Council authorizing such execution, and the contractor has the day and year in this agreement first above written.

THE CITY OF SAN DIEGO,
By R.W. FLACK, City Manager.

CRANE COMPANY, Contractor
H.F. ALLISON, Manager.

(SEAL) ATTEST:
A.E. LILLICRAP

I hereby approve the form of the foregoing contract, this 17th day of February, 1938.

D.L. AULT, City Attorney
By H.B. DANIEL, Ass't. City Attorney.

The undersigned, H.P. BISHOP, as Secretary of CRANE CO., a corporation organized and existing under the laws of the State of Illinois, hereby certifies that the following resolution was duly adopted at a meeting of the Board of Directors of said Company, held June 16, 1925, and that said resolution is still in force and effect:

"RESOLVED, That any Manager or Assistant Manager of the respective branch houses of this Company be and they are hereby authorized for and on behalf of this Company to make, execute and deliver all bids, bonds and contracts for the sale of merchandise in the ordinary course of business of the branch house with which they may be connected.

AND BE IT FURTHER RESOLVED, That said employees be and hereby are also authorized to collect for and on behalf of this corporation any amount due for merchandise sold and invoiced by the branch of which they may be Manager or Assistant Manager, and they are hereby authorized to endorse for deposit, on behalf of this Company, any checks, drafts or warrants received in payment of any such amounts due."

He further certifies that H.F. ALLISON is Manager, and _____ is Assistant Manager of the San Diego, Calif. Branch of said Company.

IN WITNESS WHEREOF the undersigned has hereunto set his hand and affixed the corporate seal of said Corporation this 31st day of January, 1927.

(SEAL)

H.P. BISHOP, Secretary.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Crane Co. for pipe fittings for Civic Center Project. Being Document No. 306751.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California
By Helen M. Wilby Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, That INDUSTRIES SUPPLY COMPANY, a corporation, as Principal and a corporation organized and existing under and by virtue of the laws of the State of _____ as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of FIVE HUNDRED NINETY-TWO DOLLARS (\$592.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 15th day of February, 1938.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with the City of San Diego, to Furnish certain quantities of galvanized steel pipe in accordance with the specifications referred to in said contract, and for the contract price therein set forth.

NOW, THEREFORE, if the said principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

(SEAL) ATTEST:
MARION B. HART

INDUSTRIES SUPPLY COMPANY, Principal.
By PAUL B. RAYBURN JR. Pres.

(SEAL) ATTEST:
A.H. ANDERSON

COLUMBIA CASUALTY COMPANY, Surety.
By GILMAN A. GIST - Attorney-in-Fact.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 15th day of February, A.D. 1938, before me, Benjamin Polak, a Notary Public in and for the County of San Diego personally appeared Gilman A. Gist, Attorney-in-fact of the COLUMBIA CASUALTY COMPANY, to me personally known to be the individual described in and who executed the within instrument, and he acknowledged the execution of the same, and being by me duly sworn, depose and saith, that he is the said Attorney-in-fact of the Company aforesaid, and that the seal affixed to the within instrument is the corporate seal of the said Company, and that the said corporate seal and his signature as such Attorney-in-fact were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation.

In Witness Whereof, I have hereunto set my hand and affixed my official seal at my office in the City of San Diego, State of Calif. the day and year first above written.

BENJAMIN POLAK
Notary Public in and for said County of San Diego,
State of California.

(SEAL)
My Commission Expires,
Jan. 12, 1942.

I hereby approve the form of the within Bond, this 17th day of February, 1938.
D.L.AULT, City Attorney
By H.B.DANIEL, Ass't. City Attorney.

I HEREBY APPROVE the foregoing bond this ____ day of February, 1938.
R.W.FLACK, City Manager.

C O N T R A C T

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 15th day of February, 1938, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and INDUSTRIES SUPPLY COMPANY, a corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City:

- 7,200 ft. 1/2" galvanized steel pipe
- 3,280 ft. 3/4" " " "
- 4,300 ft. 1" " " "
- 3,080 ft. 1-1/4" " " "
- 1,500 ft. 1-1/2" " " "
- 2,560 ft. 2" " " "
- 300 ft. 2-1/2" " " "
- 300 ft. 3" " " "
- 200 ft. 4" " " "

Delivery f.o.b. dock, San Diego, California.

All in accordance with the specifications, bidding instructions and requirements on file in the office of the City Clerk under Document No. 306323.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

7,200 ft. 1/2" galvanized steel pipe	\$ 4.86	hd. ft.	\$ 349.92
3,280 ft. 3/4" " " "	6.12	" "	200.74
4,300 ft. 1" " " "	8.64	" "	371.52
3,080 ft. 1-1/4" " " "	11.69	" "	360.05
1,500 ft. 1-1/2" " " "	13.98	" "	209.70
2,560 ft. 2" " " "	18.82	" "	481.79
300 ft. 2-1/2" " " "	29.75	" "	89.25
300 ft. 3" " " "	38.91	" "	116.73
200 ft. 4" " " "	58.64	" "	117.28
			\$2,296.98
Plus California State Sales Tax, 3%			68.91
			\$2,365.89

Said contractor agrees to begin delivery of said material within forty (40) days from and after the date of the execution of this contract, and to complete said delivery on or before the ____ day of _____, 1938.

Said City, in consideration of the furnishing and delivery of said material by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said material by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit:

Upon delivery of said material, and the acceptance of the same by the City Manager of said City, ninety per cent (90%) of the said contract price shall be paid said contractor, and ten per cent (10%) shall not become due and payable until a release shall have been executed and filed as hereinafter provided, and until five (5) days shall have elapsed after the expiration of the period within which liens may be filed under the provisions of Title IV, Part III, of the Code of Civil Procedure of the State of California. When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager of said City, and when a release of all claims against The City of San Diego under or by virtue of the contract shall have been executed by the contractor, and when five (5) days shall have elapsed after the expiration of the period within which liens may be filed, as hereinabove provided, final payment will be made, at such time, and in such manner as provided by law, of any balance due, including the percentage withheld as above stated, or such portion thereof as may be due the contractor.

Said contractor hereby agrees that it will be bound by each and every part of this contract, and deliver and cause to be delivered all of said material, as herein specified.

No interest in this agreement shall be transferred by the contractor to any other party, and any such transfer shall cause annulment of this contract, so far as The City of San Diego is concerned. All rights of action, however, for any breach of this contract are reserved to said City.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of The City of San Diego, or the general laws in effect in said City, shall said City or any department, board or officer thereof, be liable for any portion of the contract price; also that no extra work shall be done by said contractor unless authorized and directed by resolution of said Council to that effect.

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of the City of San Diego, pursuant to and under Resolution No. 67174 of the Council authorizing such execution, and the contractor has caused this contract to be executed by its proper officers thereunto duly authorized and its corporate name and seal to be hereunto affixed the day and year in this agreement first above written.

THE CITY OF SAN DIEGO,
By R.W.FLACK, City Manager.

INDUSTRIES SUPPLY COMPANY, CONTRACTOR
By PAUL B. RAYBURN JR. Pres.

(SEAL) ATTEST:
MARION B. HART

I hereby approve the form of the foregoing contract, this ____ day of February, 1938.

D.L.AULT, City Attorney
By H.B.DANIEL, Asst. City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Industries Supply Co. for Carload of pipe for Civic Center Project. Being Document No. 306756.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California

By Helen M. Wallig Deputy.

A G R E E M E N T

WHEREAS, Lois Thacher, are, is the owner of 3740 - 44 St. home, Lot 34 & 35 Block 7, Subdivision City Heights Annex #1 and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 21st day of February, 1938, by Lois Thacher that she will, for and in consideration of the permission granted her to remove 9 feet of curbing on 44 street adjacent to the above described property, bind herself to, and does hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs her so to do, and comply therewith at her own expense and with no cost or obligation on the part of the City of San Diego.

She further agree that this agreement shall be binding on herself, her heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

LOIS THACHER
Owner's Name
3740-44th St. San Diego, Calif.
Address

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,) ss

On this 21st day of February, A.D. Nineteen Hundred and thirty-eight before me, E.H.Brookes a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Lois Thacher known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

E.H.BROOKS
Notary Public in and for the County of San Diego,
State of California.

(SEAL)

RECORDED FEB 25 1938 30 Min. past 3 P.M. In Book 752 At Page 93 of Official Records, San Diego Co., Cal. Recorded at Request of City of San Diego.

O.M.SWOPE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.

E. DRUMMOND
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from Lois Thacher to the City of San Diego, California. Being Document No. 306816.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California

By Helen M. Wallig Deputy.

A G R E E M E N T

WHEREAS, THEODORE B. BYRAM and ERNA BYRAM are, are the owners of 5729-31-33-35 El Cajon Avenue, Lots 18 and 19, Block 1, Subdivision Monte Mar Vista and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the Ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 21st day of February, 1938, by the owners that we will, for and in consideration of the permission granted us to remove 21 feet of curbing on El Cajon street adjacent to the above described property, bind us to, and do hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs us so to do, and comply therewith at our own expense and with no cost or obligation on the part of the City of San Diego.

We further agree that this agreement shall be binding on the undersigned, their heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

THEODORE B. BYRAM
ERNA BYRAM
Owner's Name
3010 Union
Address.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 21st day of February, A.D. Nineteen Hundred and Thirty-eight, before me, Marie D. Sparks a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Theodore B. Byram and Erna Byram known to me to be the persons described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)
My Commission Expires,
Nov. 12, 1939.

MARIE D. SPARKS
Notary Public in and for the County of San Diego,
State of California.

RECORDED FEB 25 1938 30 Min. past 3 P.M. In Book 752 At Page 92 of Official
Records, San Diego Co., Cal. Recorded At Request of City of San Diego.

O.M.SWOPE, County Recorder
By Deputy H. ZERVAS
E. DRUMMOND

I certify that I have correctly transcribed this document in above mentioned book.
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from Theodore B. Bryam et ux to the City of San Diego, California. Being Document No. 306817.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California
By Helen M. Willy Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, That I.S.LAMBING and R.E.MURPHY, doing business as the LAMBING MURPHY OIL COMPANY, as Principal and HARTFORD ACCIDENT AND INDEMNITY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of SIX THOUSAND NINE HUNDRED DOLLARS (\$6,900.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds themselves, their heirs, executors, administrators, successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 16th day of February, 1938.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish and deliver to the City, from time to time as ordered or required by the City, Hancock ethyl gasoline, Hancock five-point gasoline and Hancock regular gasoline, during the period beginning February 15, 1938 and ending June 30, 1938, and for such additional period as the City may elect to extend said contract under its option so to do, contained therein, in accordance with the specifications referred to in said contract, and for the contract price therein set forth. NOW, THEREFORE, if the said principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

ATTEST:
J.J.SHREWSBURY

I.S.LAMBING
R.E.MURPHY
Doing business as the
LAMBING MURPHY OIL COMPANY, Principal.
HARTFORD ACCIDENT AND INDEMNITY COMPANY,
Surety
By DICK W. GRAVES, Attorney-in-fact.

(SEAL) ATTEST:
I.R.BECK

I hereby approve the form of the within Bond, this 19th day of February, 1938.
D.L.AULT, City Attorney
By H.B.DANIEL, Asst. City Attorney.

I HEREBY APPROVE the foregoing bond this 19th day of February, 1938.
R.W.FLACK, City Manager.

STATE OF CALIFORNIA,)
COUNTY OF LOS ANGELES,)ss

On this 16th day of February, 1938, before me, Opal Graves, a Notary Public in and for the said County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared Dick W. Graves, known to me to be the Attorney-in-Fact, of the HARTFORD ACCIDENT AND INDEMNITY COMPANY, the Corporation that executed the within instrument, and acknowledged to me that he subscribed the name of the HARTFORD ACCIDENT AND INDEMNITY COMPANY thereto and his own name as Attorney-in-Fact.

(SEAL)
My Commission Expires,
June 18, 1938.

OPAL GRAVES
Notary Public, in and for the County of Los Angeles,
State of California.

C O N T R A C T

THIS AGREEMENT, made and entered into at the City of San Diego, State of California, this 19th day of February, 1938, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and I.S.LAMBING and R.E.MURPHY, a co-partnership doing business as the LAMBING MURPHY OIL COMPANY, party of the second part, and hereinafter sometimes designated as the Contractors, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractors by said City, in manner and form as hereinafter provided, said contractors hereby covenant and agree to and with said City to furnish and deliver to the City, from time to time as ordered or required by the City:

Hancock ethyl gasoline, at the price of	Per Gallon
Hancock Five point gasoline (2nd structure),	\$0.159
at the price of	\$0.129
Hancock regular gasoline (3rd structure),	\$0.124
at the price of	

during the period beginning February 15, 1938 and ending June 30, 1938. Said gasoline shall be in accordance with the specifications submitted in the bid of the contractors.

Deliveries of said gasoline, at the price for the several grades as hereinabove specified, shall be made to the City storage tanks located within the City limits of the City on deliveries of 40 gallons or more, and shall also include deliveries to the City of San Diego's stations located at Hodges Grove, Bernardo Bridge, Lockwood Mesa, El Capitan Dam, Otay Dam and Torrey Pines Pumping Station. The same price per gallon on each grade of gasoline shall apply if delivered at the contractors' plant in San Diego direct to the tank trucks of the City.

It is understood and agreed that the price per gallon on each grade of gasoline, as hereinabove stated, shall be the maximum price to be charged The City of San Diego during the period of this contract, and any extension thereof as hereinafter provided; and that should tank wagon or consumer price on major brands of gasoline be reduced below tank wagon or consumer price in effect at the time of entering into this contract, The City of San Diego shall be allowed the benefit of such reduction from the price or prices herein stated, during the time such lower tank wagon or consumer prices are in effect.

The City shall have, and it is hereby given, the option to extend the term of this contract for a period beginning July 1, 1938 and ending February 15, 1939, and the contractors expressly agree that in the event of such extension they will be bound by every term and condition herein expressed and will supply the gasoline requirements of the City, during such extended period, of the several grades and qualities and at the prices herein agreed upon.

The City agrees that it will purchase from the contractors, during the period of this contract or any extension thereof, all of its requirements of the several grades of gasoline hereinabove described, and that the minimum total requirements during the period from February 15, 1938 to June 30, 1938 will be 212,377-1/2 gallons, it being expressly understood and agreed, however, that the City shall be entitled to purchase any amount of any one or all of said several grades of gasoline in excess of said total minimum that it may desire.

Said City, in consideration of the furnishing and delivery of said material by said contractors according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractors herein undertaken and agreed upon, will pay said contractors as follows:

Payment will be made for gasoline purchased in accordance with purchase orders and deliveries until ninety per cent (90%) of the gasoline to be purchased under the contract has been paid for. Payment for the final ten per cent (10%) of the gasoline delivered will not be made until completion of the contract, and until releases shall have been executed and filed as hereinafter provided, and until five days shall have elapsed after expiration of the period within which liens may be filed under the provisions of Title 4, Part 3 of the Code of Civil Procedure of the State of California, approximately 35 days after completion of contract.

Said contractors hereby agree that they will be bound by each and every part of this contract, and deliver and cause to be delivered all of said gasoline, as herein specified.

No interest in this agreement shall be transferred by the Contractors to any other party, and any such transfer shall cause annulment of this contract, so far as The City of San Diego is concerned. All rights of action, however, for any breach of this contract are reserved to said City.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of the City of San Diego, or the general laws in effect in said City, shall said City or any department, board of officer thereof, be liable for any portion of the contract price; also that no extra work shall be done by said contractors unless authorized and directed by resolution of said Council to that effect.

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of the City of San Diego, pursuant to and under Resolution No. 67142 of the Council authorizing such execution, and the contractors have hereunto subscribed their names the day and year in this agreement first above written.

THE CITY OF SAN DIEGO,
By R.W. FLACK, City Manager

I.S. LAMBING
R.E. MURPHY
Co-partners doing business as
LAMBING MURPHY OIL COMPANY.

I HEREBY APPROVE the form of the foregoing contract, this 19th day of February, 1938.

D.L. AULT, City Attorney
By H.B. DANIEL, Assistant City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Lambing Murphy Oil Co. for Gasoline. Being Document No. 306818.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.

By Helen M. Wallig Deputy.

LEASE

THIS AGREEMENT, made and entered into this 23rd day of February, 1938, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated as the City, and CLEM SALAZAR, of Potrero, California, hereinafter designated as the Lessee, WITNESSETH:

That the City, for and in consideration of the payment of the rents to be paid by the Lessee, as hereinafter set forth, and in consideration of the covenants of the Lessee hereinafter set out and their faithful performance by such Lessee, and upon and subject to the terms, conditions and reservations herein set forth, does by these presents lease, demise and let unto the said Lessee the following described property, situate in the County of San Diego, State of California, to-wit:

The northwest quarter of the northeast quarter; the northeast quarter of the northwest quarter and south half of the northwest quarter of Section 20, Township 17 south, Range 4 east, S.B.B.M., being 160 acres of land, more or less;

For a term of three (3) years, beginning on the 1st day of February, 1938, and ending on the 31st day of January, 1941, at the following rentals: Fifty Dollars (\$50.00) per year for the first year; and One Hundred Dollars (\$100.00) per year for the second and third years of said term, all payable yearly in advance at the office of the Lessor during said term.

In consideration of the covenants herein contained the parties hereto agree as follows:

First. That the above described premises are leased to said lessee for stock grazing purposes only, and for no other purpose or purposes.

Second. That this lease shall not be assigned or transferred, nor shall the said lessee have the right to sublet the leased premises, or any part thereof, without the consent in writing of the Council of said City.

Third. That the City reserves all gas, oil and mineral rights in and on said premises herein leased, with the right to go upon said property and prospect or drill for oil, gas and minerals.

Fourth. That the lessee shall keep and maintain said premises in as good repair and condition as he may receive them at his own expense (ordinary wear and tear and the acts of God excepted) and the said City shall not be called upon to make any expenditures or repairs on said premises.

Fifth. The City reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of same, and/or for the purpose of drilling, operating and maintaining wells and pipelines on said premises, and for the purpose of making repairs to or developing the water system of said City; but the City shall not be required to furnish any water on said premises, except for domestic purposes, where mains and connections are installed, and then only according to the terms of Ordinance No. 861 (New Series), Ordinance 817 (New Series) and amendments thereto.

Sixth. That the said lessee, paying the said rent and performing the covenants and agreements aforesaid, shall and may at all times during the said term, peaceably and quietly have, hold and enjoy the said premises for the term aforesaid.

Seventh. Said lessee agrees that on the last day of said term, or other sooner termination of this lease, the said lessee shall and will peaceably and quietly leave, surrender and yield up unto said City the said premises, in as good state and condition as the same are now in or may be put into, reasonable use and wear thereof and damage by the elements excepted.

Eighth. It is understood and agreed by the said parties that the said City may terminate this lease at any time by giving sixty days' notice of such termination to the lessee, and by tendering to said lessee a proportionate part of any rentals paid in advance by said lessee.

Ninth. It is further agreed by and between the parties hereto that in case of the violation by the lessee of any of the terms and conditions of this lease, the City may either terminate this lease upon notice and take possession of the premises, or may enter and possess the same as the agent of the lessee and for its account.

Tenth. That the Lessee will keep all fences between the land hereinabove described and the water in Barrett Reservoir in repair at his own expense and keep his stock well away from the water, said fences to remain and/or become the property of the City upon the termination of this lease.

Eleventh. That the City reserves all timber rights in and on said premises herein leased.

It is understood and agreed that a waiver by the Lessor of any default hereunder shall not be considered, nor held to be, a waiver of any subsequent or other default, and also that consent to the subletting of said premises or any part thereof, or to the assignment of this lease, shall not be construed or considered as a consent to any other or subsequent subletting or assignment.

It is further understood and agreed that if the Lessee shall make default in the performance of any of the terms, conditions or covenants of this lease by the Lessee to be kept, observed or performed, Lessee will in such case pay to the City the expenses and costs incurred by the City in any action which may be commenced by the City based on, or arising out of, any such default, including a reasonable attorney's fee.

IN WITNESS WHEREOF, this agreement is executed by the City of San Diego, acting by and through the City Manager of said City, under and pursuant to Resolution No. 67120, of the Council, authorizing such execution, and said Lessee has hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO,
By R.W.FLACK, City Manager.

CLEM SALAZAR, Lessee

I HEREBY APPROVE the form of the foregoing Lease this 24th day of February, 1938.
D.L.AULT, City Attorney
By H.B.DANIEL, Asst. City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Clem Salazar. Being Document No. 306853.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California

By Allen H. Wright Deputy.

PERMIT OF OCCUPANCY

THIS AGREEMENT, made and entered into in duplicate in The City of San Diego, County of San Diego, State of California, this 17th day of February, 1938, by and between THE CITY OF SAN DIEGO, a municipal corporation, in the County of San Diego, State of California, by and through its Park Director, party of the first part, and AXEL and MARGARET JOHNSON, parties of the second part, WITNESSETH:

That for and in consideration of the covenants and conditions hereinafter set forth, the parties hereto agree as follows:

That the party of the first part hereby agrees to permit the parties of the second part to occupy and operate, and the parties of the second part hereby agree to occupy and operate, that certain building known as "Torrey Pines Lodge", together with the exclusive concessions within a radius thereof of one-half (1/2) mile, upon lands under the control of the Park Director of said City, for the operation of a restaurant, for the sale of lunches, soft drinks, refreshments, curios and other articles of merchandise, except that no intoxicating liquor shall be sold or served on said premises, as the party of the first part may

consider consistent with the purposes of the lodge building at Torrey Pines Park in the City of San Diego, for the period commencing with the execution of this agreement and terminating with the 30th day of June, 1938, unless this permit of occupancy shall be sooner terminated by reason of some default on the part of the parties of the second part.

The parties of the second part agree to make all necessary changes in said building at their own expense, and to make no change until same is approved by the party of the first part.

Said second parties further agree to install, at their own expense, if necessary, all concessions and equipment for supplying gas or electricity for cooking and/or heating, and to pay all charges for both gas and electricity supplied to said Torrey Pines Lodge. Said supply of gas and electricity is to be metered and charged to, and in the name of the parties of the second part, and The City of San Diego is to be held free and clear of any responsibility for said gas to electric bills.

The parties of the second part further agree to furnish, install and keep in good repair, such equipment as may be necessary for the proper operation of said concession including all furniture and furnishing of the living apartments, all of which are to be in harmony and keeping with said Lodge and its objects and purposes, and subject to the approval of said first party.

The first party agrees to furnish all water used on said premises and also to furnish all necessary equipment for the rest rooms thereon.

It is agreed by the parties hereto that said second parties agree to keep true and correct books of accounts of the gross receipts from the sale of meals, lunches, soft drinks, refreshments, curios and all other merchandise and commodities permitted to be sold under this agreement, and that the party of the first part may, by its authorized agent, have access to said books of said second party at all times, for the purpose of inspection.

Said parties of the second part agree to act as caretakers of said premises, report immediately any fires in the Torrey Pines Park, and to assist in every way possible in the preservation of said Park. It is further agreed by the parties hereto that said second parties shall not be required to pay rent during the terms of this permit; but at the termination of said permit, as renewal hereof for the period of one year may be granted upon such terms of rent and upon such other considerations as may be then agreed upon by and between the parties hereto.

The parties of the second part agree to maintain the premises at all times in a clean, neat and sanitary condition, and the premises shall be open for inspection to the party of the first part at any time upon demand, and shall be kept in a condition of cleanliness satisfactory to it.

Said parties of the second part shall keep said premises free from all immorality and immoral characters, and loafing, and shall operate said Lodge in conformity to and with all the laws, rules and regulations now in force, whether federal, state or municipal, appertaining thereto; and in accordance with the rules and regulations of the first party now in force or which may hereafter be formulated; and to maintain said Torrey Pines Lodge and the grounds adjacent thereto in a first class manner, to the end that said Torrey Pines Lodge shall be regarded as the most beautiful and best conducted place of entertainment on the coast.

Said parties of the second part, at their own expense, shall keep the premises herein permitted to be occupied and every part thereof in good order and repair, and the party of the first part shall not be called upon or required to make any repairs, alterations or additions whatsoever.

Parties of the second part shall surrender said premises and the whole thereof to the party of the first part at the expiration of this lease, or at such time as they may vacate the same, in as good order and condition as the same are not in, ordinary wear and tear thereof and damage by the elements excepted.

It is hereby covenanted and agreed that parties of the second part may have the use of the equipment listed on the inventory attached hereto and marked "Exhibit A", and that they will at the end of the term hereof, or upon the sooner termination, return the same in as good condition as received, other than occasioned by ordinary use thereof; and that they will, at their own expense, make any replacements thereof when lost, broken or destroyed.

Said parties of the second part agree to permit no gambling whatsoever on said premises, or any noisy, boisterous, or unseemly conduct thereon; but to maintain and operate said Lodge in a clean, wholesome and proper manner.

In the event that said second parties shall fail to comply with any of the covenants hereinabove agreed by it to be kept and performed, said first party may terminate this agreement without notice to said second parties.

It is mutually understood and agreed by and between the parties hereto that the various rights and remedies herein contained and reserved to the party of the first part shall not be considered as exclusive of any right or remedy but the same shall be construed as cumulative and shall be in addition to every other remedy now or hereafter existing in law, in equity or by statute. No delay or omission of the party of the first part to exercise any right or power arising from any omission, neglect or default of the parties of the second part shall impair any such right or power, or shall be construed or held to be a waiver of any other breach or acquiescence in, or consent to, any further or succeeding breach of the same covenant.

It is further understood and agreed by the parties hereto that the parties of the second part will use and occupy said premises subject to all the provisions of the Charter of said City, and/or the General Laws thereunto appertaining; and it is mutually agreed that in no case when and if said permit of occupancy is unauthorized by the Charter and/or the General Laws, as aforesaid, shall said City or any department, board or officer be liable to said parties of the second part by reason of this agreement and/or permission herein granted as aforesaid.

IN WITNESS WHEREOF, this permit of occupancy is executed by the City of San Diego, acting by and through its Park Director, and the said parties of the second part have hereunto subscribed their names, the day and year first hereinabove written.

THE CITY OF SAN DIEGO,
By J.G.MORLEY, Park Director
Party of the First Part

AXEL JOHNSON
MARGARET JOHNSON
Parties of the Second Part

I hereby approve the foregoing Permit of Occupancy, this 17th day of February, 1938.
R.W.FLACK, City Manager

I hereby approve the form of the foregoing Permit of Occupancy, this 17th day of February, 1938.

D.L.AULT, City Attorney
By HARRY S. CLARK, Deputy.

EXHIBIT "A"
INVENTORY OF TORREY PINES LODGE
February 16, 1938.

GLASSES		
Water, Green.	7	Fair
Clear.	13	"
Brown.	19	"
Iced Tea, straight	7	"
Cocktail, Green, heavy	18	"
thin	3	"
Pickle Dishes, glass	18	"
PLATES, GLASS, Green		
9 1/2"	2	"
8 1/2"	18	"
5"	3	"
Saucers	6	"
PLATES, CHINA		
Dinner	46	"
Desert	37	"
B & B	40	"
CUPS		
Coffee, china	79	"
SAUCERS		
China	59	"
SAUCE DISHES		
CRUETS, Glass	67	"
TEA POTS	3	"
Round	17	"
Tall	3	"
SOUP BOWLS		
China	48	"
SUGAR BOWLS		
Lids	11	Poor
No lids	10	"
PLATTERS, China		
12"	4	Fair
9"	5	"
CUSTARD CUPS, Pottery		
INDIVIDUAL CREAMERS	18	"
Brown	29	"
White	35	"
INDIVIDUAL SYRUPS		
INDIVIDUAL SYRUPS	22	"
SILVER		
Knives, table	112	Poor
steak	24	"
Forks, table	232	"
cocktail	11	Fair
Spoons, tea	162	Poor
soup	60	"
sherbert	10	Fair
soda	12	"
demi tasse	6	"
iced tea	17	"
Butter knives	5	"
Sugar spoon	1	"
Serving Fork	1	"
Salt & Peppers, Individual	33	"
KITCHEN UTENSILS		
Jello molds	11	Poor
Biscut cutters	3	"
Pancake turner	1	Fair
Meat saw	1	Poor
Potato mashers	2	"
Ice cream dippers	2	Fair
Wire whip	1	"
Ladles	5	Poor
Dover egg beater	1	Fair
Spatula	1	"
Knives, large, bread	2	Poor
KETTLES, ALUMINUM		
14"	3	Fair
13"	1	"
11"	1	"
French fryer, 12"	1	"
Frying pans, tin, 12"	3	"
Coffee Pot, drip	1	Poor
Lemon squeezer, glass	1	Good
Teakettle, 6 qt., aluminum	1	Fair
Pencil sharpener, Chicago	1	"
Automatic water heater,		
Evert type AD, Serial No. 1702, 220 volts, 25 amps,		
safety switch, diamond E, Cat. FC2	1	Good
Switch for stove & griddle,		
Cat. No. 40322, Type C, Trumball Elect. Co.	1	"
STEAM TABLE, 2 x 8, Ingle		
Granite kettles, 11"	5	"
9"	3	"
5"	3	"
Granite pans, 10 x 16	5	"
12 x 20	1	"
Lids for kettles	10	"
" " pans	2	"
Oil burner	1	"
Sink, 20 x 36 x 14, with trap	1	Good
Faucets	2	"

SERVICE TRAYS

Aluminum	5	Fair
Wicker	5	"
Dish wash rack, zinc, Ingle with trap	1	Poor
Chicago Fire Extinguisher	2	Good
Table, 3 x 7	1	"
Mop wringer	1	Fair
Baker Ice Machine, complete		
6 ice cans, badly rusted	1	Poor
Double laundry trays, 26 x 48, connected	1	Good
Bath tub, zinc	1	Fair
Drinking fountains	2	Good
Hose, green 50' lengths	4	"
L.H.R.P. Shovel	1	"
Fuel Tank, G.I.	1	Fair

TABLES, DINING

3 x 3, home made	23	Fair
14 x 28, home made	6	"
24 x 36, " "	2	"
Bus, folding	3	"

CHAIRS, DINING

Wicker	31	Poor
Hide seats, home made	40	Very bad
High	1	Fair
Hickory rocker	1	"
Log stools	3	"
Hat trees, home made	2	"
Nat. Cash Register, No. 1463520, #336	1	"
Star knife holder, 20" wrapping paper	1	"

SHOW CASES

Built in, 20" deep, 32'	1	Good
60" glass	1	"
108" glass	1	"
36" glass	1	"
Gum dispenser	1	Fair
Fire extinguisher, "Badger"	2	Good
Shelving, 120 lin. ft.		"

DRAPERIES

Short, pairs	11	Fair
Long, "	2	"
Bookcase & cabinet, homemade	1	Good
Davenport, homemade	1	"

MENS TOILET

Urinal, wall	1	"
Wash basin	1	"
Toilets, low tank	2	"
Towel dispenser	1	Fair
Toilet paper dispenser	2	"

LADIES TOILET

Toilets, low tank	4	Good
Wash basin	1	"
Towel dispenser	1	Fair
Toilet paper dispenser	4	"
San Nap dispenser	1	NG

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Occupancy Permit for Torrey Pines Lodge. Being Document No. 306856.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.

By Helen M. Wells Deputy.

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, That SAN DIEGO MUNICIPAL WAREHOUSING CORPORATION, LTD. a corporation, with its principal place of business at and in the City of San Diego, County of San Diego, State of California, the party of the first part, for and in consideration of the sum of fifty thousand dollars (\$50,000.00), current lawful money of the United States of America, to it paid by THE CITY OF SAN DIEGO, a municipal corporation, the party of the second part, the receipt of which is hereby acknowledged, does by these presents GRANT, BARGAIN, SELL AND CONVEY unto the said party of the second part, and its assigns, all of the buildings, structures and/or improvements now located upon those certain tidelands in the City of San Diego, County of San Diego, State of California, to-wit:

Lots 10, 11, 12 and 13, in Block 10; Lots 10, 11, 12 and 13, in Block 11; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10, and the alley between Lots 6 and 7, in Block 12; and Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10, and the alley between Lots 6 and 7, in Block 13; all in Municipal Tide Lands Subdivision Tract No. 1; together with all of that certain personal property located in or upon said buildings and/or premises, described as follows, to-wit:

- Bean cleaner complete
- Portable platform scale
- 6 hand trucks
- 3 clamp trucks
- 100 feet gravity conveyer
- 3 gravity curves
- 1 small hand truck
- 1 small four-wheel truck
- 2 ladders
- Dunnage for handling sugar
- 2 cargo hooks
- 4 steel plates

Large file
Letter file
Flat topped desk
Typewriter and desk
Leather couch
Carpet
7 chairs
Waste baskets
Desk letter baskets;

together with all tangible personal property belonging to the party of the first part located in or upon said premises not hereinabove particularly described.
TO HAVE AND TO HOLD the above described property unto the said party of the second part and its assigns forever.

And the said party of the first part does covenant and agree to and with the said party of the second part and its assigns, to warrant and defend the sale of said property, goods and chattels hereby made unto the said party of the second part against all and every person and persons whomsoever lawfully claiming or to claim the same.

IN WITNESS WHEREOF, San Diego Municipal Warehousing Corporation, Ltd., party of the first part, has caused this instrument to be executed, and its corporate name and seal to be hereto attached by its proper officers, thereunto duly authorized, this 1st day of February, 1938.

(SEAL) ATTEST:
EDITH A. McHARG, Secretary.
SAN DIEGO MUNICIPAL WAREHOUSING CORPORATION, LTD.
By LOTTA S. ALLISON, Vice President.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,) ss

On this 1st day of February, in the year nineteen hundred and thirty-eight, before me, Jas. S. Pfanstiel, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Lotta S. Allison, known to me to be the Vice President, and Edith A. McHarg, known to me to be the Secretary of the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, at my office in the County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL) JAS. S. PFANSTIEL
Notary Public in and for the County of San Diego,
State of California.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Bill of Sale from S.D. Municipal Warehousing Corp. Ltd. to the City of San Diego, California. Being Document No. 306896.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California

By Helen M. Wilby Deputy.

SURRENDER OF LEASE

THIS AGREEMENT, made and entered into this 1st day of February, 1938, by and between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter sometimes referred to as the "City", acting by and through a majority of the members of the Harbor Commission of said City, party of the first part, and SAN DIEGO MUNICIPAL WAREHOUSING CORPORATION, LTD., a corporation, party of the second part, WITNESSETH:

THAT WHEREAS, the party of the first part is the owner of all those certain tide-lands of the City of San Diego, particularly described as follows, to-wit:

Lots 10, 11, 12 and 13, in Block 10; Lots 10, 11, 12 and 13, in Block 11;
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10, and the alley between Lots 6 and 7, in Block 12; and Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10, and the alley between Lots 6 and 7, in Block 13; all in Municipal Tide Lands Subdivision Tract No. 1; and

WHEREAS, on January 23, 1928, the City leased and let to one J.C. Allison a portion of the premises above described, pursuant to Ordinance No. 11480, adopted December 19, 1927, which said lease is contained in Document No. 218904, on file in the office of the City Clerk of said City; and

WHEREAS, under date of August 16, 1929, the City leased and let to said J.C. Allison all of the premises above described, pursuant to Ordinance No. 12401, adopted July 15, 1929, which said lease is contained in Document No. 248746, on file in the office of the City Clerk of said City, and which lease was recorded September 27, 1929, in Volume 29, page 487, of Leases, in the office of the County Recorder of San Diego County, California; and

WHEREAS, by assignment duly and regularly made the San Diego Municipal Warehousing Corporation, Ltd., party of the second part herein, succeeded to all the right, title and interest of the said J.C. Allison, as lessee under said leases, and that said corporation is now the owner and holder thereof; and

WHEREAS, the said City is desirous of securing from the party of the second part all of its right, title, interest and equity in and to said leased premises, and in and to all buildings, structures and improvements placed thereon by the said party of the second part, or its predecessor in interest, together with all of that certain personal property located in or upon said buildings and/or premises, described as follows, to-wit:

Bean cleaner complete
Portable platform scale
6 hand trucks
3 clamp trucks
100 feet gravity conveyer
3 gravity curves
1 small hand truck
1 small four-wheel truck
2 ladders
Dunnage for handling sugar
2 cargo hooks
4 steel plates

Large file
 Letter file
 Flat topped desk
 Typewriter and desk
 Leather couch
 Carpet
 7 chairs
 Waste baskets
 Desk letter baskets

together with all tangible personal property belonging to the party of the second part located in or upon said premises not hereinabove particularly described; said property, premises and leasehold interest to be free and clear of any and all liens, encumbrances and/or taxes with which it may on the date of this agreement be impressed; and

WHEREAS, on or about July 19, 1937, the party of the second part, by written communication, agreed to sell, convey and release to said City the premises and properties above described, for the consideration of fifty thousand dollars (\$50,000.00), which offer was accepted in writing by said The City of San Diego by and through its Harbor Commission, on or about July 19, 1937; and

WHEREAS, by Resolution No. 66750, adopted November 2, 1937, the Council of The City of San Diego, approved in principle the cancellation or acquisition of the above described leases, warehouse and equipment, upon the terms, conditions and provisions set forth in said offer; and

WHEREAS, the Railroad Commission of the State of California, on or about the 17th day of January, 1938, in an application filed with said Railroad Commission by the San Diego Municipal Warehousing Corporation, Ltd., the party of the second part herein, Application No. 21634, made its order permitting the sale of the premises, property and equipment described in said application, for the sum of fifty thousand dollars (\$50,000.00), which said order is in the words and figures as follows:

"A public hearing having been held in the above entitled matter before Examiner Fankhauser and the Commission having considered the evidence submitted at such hearing, and it being of the opinion that an order should be entered at this time in this proceeding authorizing San Diego Municipal Warehousing Corporation, Ltd. to sell to the City of San Diego the properties to which reference has been made, that said Company should be authorized to exchange its outstanding stock having a par value, for stock without nominal or par value, and that the issue of stock herein authorized is reasonably required by applicant for the purposes herein stated and that the expenditures for such purposes are not in whole or in part reasonably chargeable to operating expenses or to income, therefore,

IT IS HEREBY ORDERED as follows:-

1. San Diego Municipal Warehousing Corporation, Ltd., may, after the date hereof and prior to April 1, 1938, sell to the City of San Diego the leasehold estate created by the lease dated August 16, 1929, referred to in the foregoing opinion, together with the warehouse building now located thereon and all equipment, improvements and tangible personal property owned by applicant, located therein or thereon."

NOW, THEREFORE, in consideration of the premises and of the payment by said City to party of the second part of the sum of fifty thousand dollars (\$50,000.00), current lawful money of the United States of America, the receipt whereof is hereby acknowledged, the parties hereto hereby agree that the said lease dated January 28, 1928, and the said lease dated August 16, 1929, hereinabove described, are hereby terminated, and that the party of the second part does hereby surrender up to the City all of its right, title, interest and equity in and to and under the said leases and the premises therein described, and simultaneously herewith has executed and delivered to said City a Bill of Sale conveying to it title to all improvements and tangible personal property of the party of the second part located in or upon said premises.

It is further agreed that the party of the second part is hereby released from any and all obligations imposed upon it by the terms and conditions of said leases, save and except the obligation to pay and liquidate any and all legal valid subsisting claims, liens and/or taxes that may heretofore have attached to or been impressed upon the premises and properties hereinabove described, which the party of the second part hereby expressly agrees to pay and liquidate; provided, however, that the party of the second part reserves the right to apply for relief from and/or test the validity of any taxes heretofore assessed or levied upon the leasehold interest of the party of the second part.

In this connection party of the second part covenants and agrees with said City to hold said City, its officers, agents and employees harmless against claim, lien or tax heretofore or now existing against or upon said premises and property.

The City does hereby release and quitclaim to the party of the second part all claims and demands that it may have against said party of the second part growing out of said lease or otherwise, excepting only those claims or demands that might constitute liens or encumbrances upon the foregoing described properties; and the said party of the second part does hereby release and quitclaim to the said City all claims and demands it might have against the said City by reason of said party of the second part having entered into said leases with the said City or because of any other person, firm or corporation having occupied or enjoyed possession of any portion of the foregoing described tidelands.

IN WITNESS WHEREOF, a majority of the members of the Harbor Commission of the City of San Diego have hereunto subscribed their names, as and for the act of said City, and the San Diego Municipal Warehousing Corporation, Ltd., party of the second part herein, has caused this instrument to be executed and its corporate name and seal to be hereto attached by its proper officers, thereunto duly authorized, this 1st day of February, 1938.

THE CITY OF SAN DIEGO
 By RUFUS CHOATE
 R.H. VanDEMAN
 EMIL KLICKA
 Members of the Harbor Commission.

SAN DIEGO MUNICIPAL WAREHOUSING CORPORATION, LTD.
 By LOTTA S. ALLISON, Vice President.

(SEAL) ATTEST:
 EDITH A. MCHARG, Secretary.

I hereby approve the form of the foregoing Surrender of Lease this 1st day of February, 1938.

D.L.AULT, City Attorney.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,) ss

On this 1st day of February, in the year nineteen hundred and thirty-eight, before me, Jas. S. Pfanstiel, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Lotta S. Allison, known to me to be the Vice-President, and Edith A. McHarg, known to me to be the Secretary of the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, at my office in the County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)

JAS. S. PFANSTIEL
Notary Public in and for the County of San Diego,
State of California.

RECORDED FEB 8 1938 31 Min. past 9 A.M. In Book 737 At Page 386 of Official
Records, San Diego Co., Cal. Recorded At Request of Lessee.

O.M.SWOPE, County Recorder
By Deputy D. COLE

I certify that I have correctly transcribed this document in above mentioned book.

I.W.M.SAMPLE
Copyist County Recorder's Office, S.D.County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy
of Surrender of Lease By S.D.Municipal Warehousing Corp. Ltd. Being Document No.306897.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.

By Helen M. Willig Deputy.

LEASE

THIS AGREEMENT, made and entered into this 26th day of February, 1938, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated as the City, and HARVEY D. ALLEN, hereinafter designated as the Lessee, WITNESSETH:

That the City, for and in consideration of the payment of the rent to be paid by the Lessee, as hereinafter set forth, and in consideration of the covenants of the Lessee hereinafter set out and their faithful performance by such Lessee, and upon and subject to the terms, conditions and reservations herein set forth, does by these presents Lease, demise and let unto the said Lessee the following described property, situate in the County of San Diego, State of California, to-wit:

All Pueblo Lot 1102 of the Pueblo Lands of San Diego, according to Map thereof made by James Pascoe, filed as Miscellaneous Map No. 36, in the Office of the Recorder of San Diego County, California, EXCEPTING THE FOLLOWING described parcel: Commencing at the southwesterly corner of said Pueblo Lot 1102; thence northerly along the westerly line of said Pueblo Lot a distance of 473.75 feet to a point; thence at right angles easterly a distance of 295.32 feet to a point; thence at right angles southerly a distance of 473.75 feet to the southerly line of said Pueblo Lot 1102; thence westerly along the southerly line of said Pueblo Lot 1102, 295.32 feet to the point of commencement.

For a term of one (1) years, beginning on the 1st day of February, 1938, and ending on the 31st day of January, 1939, at the following rentals: Thirty Dollars (\$30.00) per year payable in advance at the office of the Lessor during said term.

In consideration of the covenants herein contained the parties hereto agree as follows:

First. That the above described premises are leased to said lessee for stock grazing purposes only, and for no other purpose or purposes.

Second. That this lease shall not be assigned or transferred, nor shall the said lessee have the right to sublet the leased premises, or any part thereof, without the consent in writing of the Council of said City.

Third. That the City reserves all gas, oil, sand and/or earth and mineral rights in and on said premises herein leased, with the right to go upon said property and prospect or drill for oil, gas and minerals, and remove said earth material.

Fourth. That the lessee shall keep and maintain said premises in as good repair and condition as he may receive them at his own expense (ordinary wear and tear and the acts of God excepted) and the said City shall not be called upon to make any expenditures or repairs on said premises.

Fifth. The City reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of same, and/or for the purpose of drilling, operating and maintaining wells and pipelines on said premises, and for the purpose of making repairs to or developing the water system of said City; but the City shall not be required to furnish any water on said premises, except for domestic purposes, where mains and connections are installed, and then only according to the terms of Ordinances No.'d. 8210, 817 (New Series) 861 (New Series) and amendments thereto.

Sixth. That the said lessee, paying the said rent and performing the covenants and agreements aforesaid, shall and may at all times during the said term, peaceably and quietly have, hold and enjoy the said premises for the term aforesaid.

Seventh. Said lessee agrees that on the last day of said term, or other sooner termination of this lease, the said lessee shall and will peaceably and quietly leave, surrender and yield up unto said City the said premises, in as good state and condition as the same are now in or may be put into, reasonable use and wear thereof and damage by the elements excepted.

Eighth. It is understood and agreed by the said parties that the said City may terminate this lease at any time by giving sixty (60) days' notice of such termination to the lessee, and by tendering to said lessee a proportionate part of any rentals paid in advance by said lessee.

Ninth. It is further agreed by and between the parties hereto that in case of the violation by the lessee of any of the terms and conditions of this lease, the City may either terminate this lease upon notice and take possession of the premises, or may enter and possess the same as the agent of the lessee and for its account.

It is understood and agreed that a waiver by the Lessor of any default hereunder shall not be considered, nor held to be a waiver of any subsequent or other default, and also that consent to the subletting of said premises or any part thereof, or to the assignment of this lease, shall not be construed or considered as a consent to any other or subsequent subletting or assignment.

It is further understood and agreed that if the Lessee shall make default in the performance of any of the terms, conditions or covenants of this lease by the Lessee to be kept, observed or performed, Lessee will in such case pay to the City the expenses and costs incurred by the City in any action which may be commenced by the City based on, or arising out of, any such default, including a reasonable attorney's fee.

IN WITNESS WHEREOF, this agreement is executed by The City of San Diego, acting by and through the City Manager of said City, and said Lessee has hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO
By R.W.FLACK, City Manager

HARVEY D. ALLEN, Lessee

I HEREBY APPROVE the form of the foregoing Lease this 27th day of January, 1938.

D.L.AULT, City Attorney
By H.B.DANIEL, Assistant City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Harvey D. Allen on P.L.1102. Being Document No. 306913.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California

By Helan M. Wilby Deputy.

L E A S E

THIS AGREEMENT, made and entered into this 26th day of February, 1938, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated as the City, and EDWARD METCALF, hereinafter designated as the Lessee, WITNESSETH:

That the City, for and in consideration of the payment of the rent to be paid by the Lessee, as hereinafter set forth, and in consideration of the covenants of the Lessee hereinafter set out and their faithful performance by such Lessee, and upon and subject to the terms, conditions and reservations herein set forth, does by these presents lease, demise and let unto the said Lessee the following described property, situate in the County of San Diego, State of California, to-wit:

All that portion of Pueblo Lot 1102 of the Pueblo Lands of the City of San Diego, according to Map thereof made by James Pascoe in the year 1870, filed as Miscellaneous Map No. 36, in the office of the County Recorder of San Diego County, California, particularly described as follows: Commencing at the southwesterly corner of said Pueblo Lot 1102; thence northerly along the westerly line of said Pueblo Lot 1102, a distance of 473.75 feet to a point; thence at right angles easterly a distance of 295.32 feet to a point; thence at right angles southerly a distance of 473.75 feet to the southerly line of said Pueblo Lot 1102; thence westerly along the southerly line of said Pueblo Lot 1102, 295.32 feet to the point of commencement; excepting herefrom all public streets and highways; subject to existing liens and encumbrances; containing 3.0 acres of land, more or less. For a term of one (1) year, beginning on the 1st day of February, 1938, and ending on the 31st day of January, 1939, at the following rentals: Twelve Dollars (\$12.00) payable in advance at the office of the Lessor during said term.

In consideration of the covenants herein contained the parties hereto agree as follows:

First. That the above described premises are leased to said lessee for agricultural and residential purposes only, and for no other purpose of purposes.

Second. That this lease shall not be assigned or transferred, nor shall the said lessee have the right to sublet the leased premises, or any part thereof, without the consent in writing of the Council of said City.

Third. That the City reserves all gas, oil and mineral rights in and on said premises herein leased, with the right to go upon said property and prospect or drill for oil, gas and minerals.

Fourth. That the lessee shall keep and maintain said premises in as good repair and condition as he may receive them at his own expense (ordinary wear and tear and the acts of God excepted) and the said City shall not be called upon to make any expenditures or repairs on said premises.

Fifth. The City reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of same, and/or for the purpose of drilling, operating and maintaining wells and pipelines on said premises, and for the purpose of making repairs to or developing the water system of said City; but the City shall not be required to furnish any water on said premises, except for domestic purposes, where mains and connections are installed, and then only according to the terms of Ordinances No's. 8210, 817 (New Series), 861 (New Series), and amendments thereto,

Sixth. That the said lessee, paying the said rent and performing the covenants and agreements aforesaid, shall and may at all times during the said term, peaceably and quietly have, hold and enjoy the said premises for the term aforesaid.

Seventh. Said lessee agrees that on the last day of said term, or other sooner termination of this lease, the said lessee shall and will peaceably and quietly leave, surrender and yield up unto said City the said premises, in as good state and condition as the same are now in or may be put into, reasonable use and wear thereof and damage by the elements excepted.

Eighth. It is understood and agreed by the said parties that the said City may terminate this lease at any time by giving sixty (60) days' notice of such termination to the lessee, and by tendering to said lessee a proportionate part of any rentals paid in advance by said lessee.

Ninth. It is further agreed by and between the parties hereto that in case of the violation by the lessee of any of the terms and conditions of this lease, the City may either terminate this lease upon notice and take possession of the premises, or may enter and possess the same as the agent of the lessee and for its account.

It is understood and agreed that a waiver by the Lessor of any default hereunder shall not be considered, nor held to be a waiver of any subsequent or other default, and also that consent to the subletting of said premises or any part thereof, or to the assignment of this lease, shall not be construed or considered as a consent to any other or subsequent subletting or assignment.

It is further understood and agreed that if the Lessee shall make default in the performance of any of the terms, conditions or covenants of this lease by the Lessee to be kept, observed or performed, Lessee will in such case pay to the City the expenses and costs incurred by the City in any action which may be commenced by the City based on, or arising out of, any such default, including a reasonable attorney's fee.

IN WITNESS WHEREOF, this agreement is executed by the City of San Diego, acting by and through the City Manager of said City, and said Lessee has hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO,
By R.W.FLACK, City Manager

EDWARD METCALF, Lessee

I HEREBY APPROVE the form of the foregoing Lease this 9th day of February, 1938.
D.L.AULT, City Attorney
By H.B.DANIEL, Assistant City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Edward Metcalf on P.L.1102. Being Document No. 306914.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California

By Melan M. Willey Deputy.

L E A S E

THIS AGREEMENT, made and entered into this 28th day of February, 1938, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated as the City, and G.E.PHILBROOK, of Lakeside, California, hereinafter designated as the Lessee, WITNESSETH:

That the City, for and in consideration of the payment of the rents to be paid by the Lessee, as hereinafter set forth, and in consideration of the covenants of the Lessee hereinafter set out and their faithful performance by such Lessee, and upon and subject to the terms, conditions and reservations herein set forth, does by these presents lease, demise and let unto the said Lessee the following described property, situate in the County of San Diego, State of California, to-wit:

That portion of Lot 2, Riverview Farms, Tract R, Rancho El Cajon, particularly described as follows:

Beginning at the most westerly corner of said Lot 2; thence easterly along the northerly line of said Lot 2, a distance of 1974.39 feet; thence South 8° 57' East, a distance of 478.61 feet to an intersection with the southerly line of said Lot 2; thence westerly along the southerly line of said Lot 2, a distance of 1981.97 feet to the point of beginning;

For a term of three (3) years, beginning on the 1st of February, 1938, and ending on the 31st day of January, 1941, at the following rentals: Twenty Dollars annually payable in advance at the office of the Lessor during said term.

In consideration of the covenants herein contained the parties hereto agree as follows:

First. That the above described premises are leased to said lessee for stock grazing and agriculture purposes only, and for no other purpose or purposes.

Second. That this lease shall not be assigned or transferred, nor shall the said lessee have the right to sublet the leased premises, or any part thereof, without the consent in writing of the Council of said City.

Third. That the City reserves all gas, oil and mineral rights in and on said premises herein leased, with the right to go upon said property and prospect or drill for oil, gas and minerals.

Fourth. That the lessee shall keep and maintain said premises in as good repair and condition as he may receive them at his own expense (ordinary wear and tear and the acts of God excepted) and the said City shall not be called upon to make any expenditures or repairs on said premises.

Fifth. The City reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of same, and/or for the purpose of drilling, operating and maintaining wells and pipelines on said premises, and for the purpose of making repairs to or developing the water system of said City; but the City shall not be required to furnish any water on said premises, except for domestic purposes, where mains and connections are installed, and then only according to the terms of Ordinances No. 8210, No. 817 (New Series), No. 861 (New Series), and amendments thereto.

Sixth. That the said lessee, paying the said rent and performing the covenants and agreements aforesaid, shall and may at all times during the said term, peaceably and quietly have, hold and enjoy the said premises for the term aforesaid.

Seventh. Said lessee agrees that on the last day of said term, or other sooner termination of this lease, the said lessee shall and will peaceably and quietly leave, surrender and yield up unto said City the said premises, in as good state and condition as the same are now in or may be put into, reasonable use and wear thereof and damage by the elements excepted.

Eighth. It is understood and agreed by the said parties that the said City may terminate this lease at any time by giving sixty days' notice of such termination to the lessee, and by tendering to said lessee a proportionate part of any rentals paid in advance by said lessee.

Ninth. It is further agreed by and between the parties hereto that in case of the violation by the lessee of any of the terms and conditions of this lease, the City may either terminate this lease upon notice and taken possession of the premises, or may enter and possess the same as the agent of the lessee and for its account.

It is understood and agreed that a waiver by the Lessor of any default hereunder shall not be considered, nor held to be a waiver of any subsequent or other default, and also that consent to the subletting of said premises or any part thereof, or to the assignment of this lease, shall not be construed or considered as a consent to any other or subsequent subletting or assignment.

It is further understood and agreed that if the Lessee shall make default in the performance of any of the terms, conditions or covenants of this lease by the Lessee to be kept, observed or performed, Lessee will in such case pay to the City the expenses and costs incurred by the City in any action which may be commenced by the City based on, or arising out of, any such default, including a reasonable attorney's fee.

IN WITNESS WHEREOF, this agreement is executed by the City of San Diego, acting by and through the City Manager of said City, under and pursuant to Resolution No. 67119, of the Council, authorizing such execution, and said Lessee has hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO,
By R.W.FLACK, City Manager

G.E.PHILBROOK, Lessee

I HEREBY APPROVE the form of the foregoing Lease this 1st day of March, 1938.

D.L.AULT, City Attorney

By H.B.DANIEL, Assistant City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with G.E.Philbrook. Being Document No. 306956.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California

By Helen M. Wallig Deputy.

LEASE

THIS AGREEMENT, made and entered into this 2nd day of March, 1938, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated as the City, and O.V SEXSON, hereinafter designated as the Lessee, WITNESSETH:

That the City, for and in consideration of the payment of the rents to be paid by the Lessee, as hereinafter set forth, and in consideration of the covenants of the Lessee hereinafter set out and their faithful performance by such Lessee, and upon and subject to the terms, conditions and reservations herein set forth, does by these presents lease, demise and let unto the said Lessee the following described property, situate in the County of San Diego, State of California, to-wit:

All of Pueblo Lots 1269 and 1272; also, that portion of Pueblo Lot 1293 lying south of the Atchison, Topeka & Santa Fe Railway right of way (excepting those portions of the ten-acre tracts shown as Canada San Buenaventura on Pascoe Map lying within Pueblo Lot 1293); all as shown on map of the Pueblo Lands of San Diego, made by James Pascoe in 1870, filed as Miscellaneous Map No. 36, in the office of the County Recorder of San Diego County, California; being 285 acres of land, more or less;

For a term of three (3) years, beginning on the 6th day of March, 1938, and ending on the 5th day of March, 1941, at the following rentals: Two Hundred Fifty Dollars, payable in advance at the office of the Lessor annually during said term.

In consideration of the covenants herein contained the parties hereto agree as follows:

First. That the above described premises are leased to said lessee for grazing and/or agricultural purposes only, and for no other purpose or purposes.

Second. That this lease shall not be assigned or transferred, nor shall the said lessee have the right to sublet the leased premises, or any part thereof, without the consent in writing of the Council of said City.

Third. That the City reserves all gas, oil and mineral rights in and on said premises herein leased, with the right to go upon said property and prospect or drill for oil, gas and minerals.

Fourth. That the lessee shall keep and maintain said premises in as good repair and condition as he may receive them at his own expense (ordinary wear and tear and the acts of God excepted) and the said City shall not be called upon to make any expenditures or repairs on said premises.

Fifth. The City reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of same, and/or for the purpose of drilling, operating and maintaining wells and pipelines on said premises, and for the purpose of making repairs to or developing the water system of said City; but the City shall not be required to furnish any water on said premises, except for domestic purposes, where mains and connections are installed, and then only according to the terms of Ordinances No.'s 8210, 817 (New Series), 861 (New Series), and amendments thereto.

Sixth. That the said lessee, paying the said rent and performing the covenants and agreements aforesaid, shall and may at all times during the said term, peaceably and quietly have, hold and enjoy the said premises for the term aforesaid.

Seventh. Said lessee agrees that on the last day of said term, or other sooner termination of this lease, the said lessee shall and will peaceably and quietly leave, surrender and yield up unto said City the said premises, in as good state and condition as the same are now in or may be put into, reasonable use and wear thereof and damage by the elements excepted.

Eighth. It is understood and agreed by the said parties that the said City may terminate this lease at any time by giving sixty (60) days' notice of such termination to the lessee, and by tendering to said lessee a proportionate part of any rentals paid in advance by said lessee.

Ninth. It is further agreed by and between the parties hereto that in case of the violation by the lessee of any of the terms and conditions of this lease, the City may either terminate this lease upon notice and take possession of the premises, or may enter and possess the same as the agent of the lessee and for its account.

It is understood and agreed that a waiver by the Lessor of any default hereunder shall not be considered, nor held to be a waiver of any subsequent or other default, and also that consent to the subletting of said premises or any part thereof, or to the assignment of this lease, shall not be construed or considered as a consent to any other or subsequent subletting or assignment.

It is further understood and agreed that if the Lessee shall make default in the performance of any of the terms, conditions or covenants of this lease by the Lessee to be kept, observed or performed, Lessee will in such case pay to the City the expenses and costs incurred by the City in any action which may be commenced by the City based on, or arising out of, any such default, including a reasonable attorney's fee.

IN WITNESS WHEREOF, this agreement is executed by the City of San Diego, acting by and through the City Manager of said City, under and pursuant to Ordinance No. 1344 (New Series) of the Council, authorizing such execution, and said Lessee has hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO,
By R.W.FLACK, City Manager

O.V.SEXSON, Lessee

I HEREBY APPROVE the form of the foregoing lease this 28 day of Feb., 1938.

D.L.AULT, City Attorney

By H.B.DANIEL, Assistant City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with O.V.Sexson. Being Document No. 306962.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By Helen M. Wallig Deputy.

L E A S E

THIS AGREEMENT, made and entered into this 4th day of March, 1938, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated as the City, and FRED R. CLARK, of Dulzura, California, hereinafter designated as the Lessee, WITNESSETH:

That the City, for and in consideration of the payment of the rents to be paid by the Lessee, as hereinafter set forth, and in consideration of the covenants of the Lessee hereinafter set out and their faithful performance by such Lessee, and upon and subject to the terms, conditions and reservations herein set forth, does by these presents lease, demise and let unto the said Lessee the following described property, situate in the County of San Diego, State of California, to-wit:

SE 1/4 of SW 1/4, SW 1/4 of SE 1/4; S 1/2 of NW 1/4 and N 1/2 of SW 1/4 of Section 23; W 1/2 of the NE 1/4, SE 1/4 of the NW 1/4, N 1/2 of the SW 1/4 and SE 1/4 of the SW 1/4 of Section 26; E 1/2 of the NE 1/4, SE 1/4 (except E 1/2 of the SE 1/4 of SE 1/4) and SW 1/4 of Section 27; NE 1/4 of the SE 1/4 and S 1/2 of the SE 1/4 of Section 28; Lots 2, 3 and 4 of Section 32; Lots 1, 2, 3 and 4 of Section 33; Lots 1, 2, 3 and the W 1/2 of Lot 4, Section 34; Lots 5, 6, 7 and 8, Section 35; all in Township 18 South, Range 2 East S.B.B.M., in the County of San Diego, State of California, containing 1400 acres of land, more or less;

For a term of three (3) years, beginning on the 31st day of March, 1938, and ending on the 30th day of March, 1941, at the following rentals: Three Hundred Dollars (\$300.00) per year payable in advance at the office of the Lessor quarterly during said term.

In consideration of the covenants herein contained the parties hereto agree as follows:

First. That the above described premises are leased to said lessee for grazing and/or agricultural purposes only, and for no other purpose or purposes.

Second. That this lease shall not be assigned or transferred, nor shall the said lessee have the right to sublet the leased premises, or any part thereof, without the consent in writing of the Council of said City.

Third. That the City reserves all gas, oil and mineral rights in and on said premises herein leased, with the right to go upon said property and prospect or drill for oil, gas and minerals.

Fourth. That the lessee shall keep and maintain said premises in as good repair and condition as he may receive them at his own expense (ordinary wear and tear and the acts of God excepted) and the said City shall not be called upon to make any expenditures or repairs on said premises.

Fifth. The City reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of same, and/or for the purpose of drilling, operating and maintaining wells and pipelines on said premises, and for the purpose of making repairs to or developing the water system of said City; but the City shall not be required to furnish any water on said premises, except for domestic purposes, where mains and connections are installed, and then only according to the terms of Ordinances No'd. 8210, 817 (New Series), 861 (New Series), and amendments thereto.

Sixth. That the said lessee, paying the said rent and performing the covenants and agreements aforesaid, shall and may at all times during the said term, peaceably and quietly have, hold and enjoy the said premises for the term aforesaid.

Seventh. Said lessee agrees that on the last day of said term, or other sooner termination of this lease, the said lessee shall and will peaceably and quietly leave, surrender and yield up unto said City the said premises, in as good state and condition as the same are now in or may be put into, reasonable use and wear thereof and damage by the elements excepted.

Eighth. It is understood and agreed by the said parties that the said City may terminate this lease at any time by giving sixty days' notice of such termination to the lessee, and by tendering to said lessee a proportionate part of any rentals paid in advance by said lessee.

Ninth. It is further agreed by and between the parties hereto that in case of the violation by the lessee of any of the terms and conditions of this lease, the City may either terminate this lease upon notice and take possession of the premises, or may enter and possess the same as the agent of the lessee and for its account.

Tenth. That the Lessee will not pump water from any of the wells located on the land.

Eleventh. That all improvements of any kind or nature placed upon the land during the term of this lease shall become the unencumbered property of the Lessor at the termination of the term of this lease.

Twelfth. The City shall have the right to install, maintain and operate stream gauging stations on Cottonwood and Tecate Creeks and to carry on all necessary investigations, core borings, works necessary for foundation investigations or any other work required and appurtenant to the development of the Marron project; and it is agreed by the parties hereto that all rights herein reserved for such water inspection and development shall inure, and apply, to any and all public bodies and/or to any and all persons or agencies cooperating with the City of San Diego in connection therewith.

The Lessee shall not have the right to make, or suffer to be made, any alterations in said premises, or any buildings or improvements thereon, except as hereinabove mentioned, without first obtaining, in each instance, the written consent thereto by the Lessor.

It is understood and agreed that a waiver by the Lessor of any default hereunder shall not be considered, nor held to be a waiver of any subsequent or other default, and also that consent to the subletting of said premises or any part thereof, or to the assignment of this lease, shall not be construed or considered as a consent to any other or subsequent subletting or assignment.

It is further understood and agreed that if the Lessee shall make default in the performance of any of the terms, conditions or covenants of this lease by the Lessee to be kept, observed or performed, Lessee will in such case pay to the City the expenses and costs incurred by the City in any action which may be commenced by the City based on, or arising out of, any such default, including a reasonable attorney's fee.

It is expressly understood and agreed by the parties hereto that in the event of a breach of any of the covenants herein entered into, that in addition to the remedies provided herein, the Lessor may, at its option, take immediate possession of the premises herein described and remove, with or without legal process, the Lessee, his agents or assigns, from said premises, and such immediate removal, whether by force or otherwise, shall not constitute any ground for legal action, either in law or equity, for such removal, and that any right of action, if any may exist therefor, is, by the Lessee, expressly waived.

IN WITNESS WHEREOF, The City of San Diego has caused this lease to be executed and its name to be hereunto affixed by the City Manager, under and pursuant to Resolution No. 67241 of the Council, authorizing such execution, and said Lessee has hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO,
By R.W.FLACK , City Manager

FRED R. CLARK, Lessee

I HEREBY APPROVE the form of the foregoing lease this 28 day of Feb., 1938.

D.L.AULT, City Attorney

By H.B.DANIEL, Assistant City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Fred R. Clark. Being Document No. 306968.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California

By Helen M. Wallig Deputy.

L E A S E

THIS AGREEMENT, made and entered into this 4th day of March, 1938, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated as the City, and R.C.Woods, hereinafter designated as the lessee,

WITNESSETH: That the City, for and in consideration of the payment of the rents to be paid by the lessee, as hereinafter set forth, and in consideration of the covenants of the lessee hereinafter set out and their faithful performance by such lessee, and upon and subject to the terms, conditions and reservations herein set forth, does by these presents lease, demise and let unto the said lessee the following described property, situate in the County of San Diego, State of California, to-wit:

South Half of the Northeast Quarter of Section 34, Township 16 South, Range 2 West, S.B.B.M. containing 81.15 acres of land, more or less;

For a term of three (3) years, beginning on the 1st day of March, 1938, and ending on the 28th day of February, 1941, at the following rentals: Fifty Dollars (\$50.00) per year, payable in advance at the office of the Lessor semi-annually during said term.

In consideration of the covenants herein contained the parties hereto agree as follows:

First. That the above described premises are leased to said lessee for stock grazing and pasture purposes only, and for no other purpose or purposes.

Second. That this lease shall not be assigned or transferred, nor shall the said lessee have the right to sublet the leased premises, or any part thereof, without the consent in writing of the Council of said City.

Third. That the City reserves all gas, oil and mineral rights in and on said premises herein leased, with the right to go upon said property and prospect or drill for oil, gas and minerals.

Fourth. That the lessee shall keep and maintain said premises in as good repair and condition as he may receive them at his own expense (ordinary wear and tear and the acts of God excepted) and the said City shall not be called upon to make any expenditures or repairs on said premises.

Fifth. The City reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of same, and/or for the purpose of drilling, operating and maintaining wells and pipelines on said premises, and for the purpose of making repairs to or developing the water system of said City; but the City shall not be required to furnish any water on said premises, except for domestic purposes, where mains and connections are installed, and then only according to the terms of Ordinance No. 861 (New Series), Ordinance 817 (New Series) and amendments thereto.

Sixth. That the said lessee, paying the said rent and performing the covenants and agreements aforesaid, shall and may at all times during the said term, peaceably and quietly have, hold and enjoy the said premises for the term aforesaid.

Seventh. Said lessee agrees that on the last day of said term, or other sooner termination of this lease, the said lessee shall and will peaceably and quietly leave, surrender and yield up unto said City the said premises, in as good state and condition as the same are now in or may be put into, reasonable use and wear thereof and damage by the elements excepted.

Eighth. It is understood and agreed by the said parties that the said City may terminate this lease at any time by giving sixty days' notice of such termination to the lessee, and by tendering to said lessee a proportionate part of any rentals paid in advance by said lessee.

Ninth. It is further agreed by and between the parties hereto that in case of the violation by the lessee of any of the terms and conditions of this lease, the City may either terminate this lease upon notice and take possession of the premises, or may enter and possess the same as the agent of the lessee and for its account.

Tenth. That the lessee will keep all exterior boundary line fences in good condition and repair at his own expense.

Eleventh. The City reserves the use of that portion of said land lying southerly from the City's woodstave pipeline crossing said hereinabove described tract until said lessee shall construct, at his own expense, a temporary ramp over the pipeline, said ramp to be built at such location and in such manner as the Hydraulic Engineer of the City of San Diego may approve, and to become the property of the City upon the termination of this lease.

Twelfth. That the City shall not be liable for any damages resulting from injury to stock grazed or pastured on said leased land.

It is understood and agreed that a waiver by the City of any default hereunder shall not be considered, nor held to be, a waiver of any subsequent or other default, and also that consent to the subletting of said premises or any part thereof, or to the assignment of this lease, shall not be construed or considered as a consent to any other or subsequent subletting or assignment.

It is understood and agreed that if the lessee shall make default in the performance of any of the terms, conditions or covenants of this lease by the lessee to be kept, observed or performed, lessee will in such case pay to the City the expenses and costs incurred by the City in any action which may be commenced by the City based on, or arising out of, any such default, including a reasonable attorney's fee.

IN WITNESS WHEREOF, this agreement is executed by The City of San Diego, acting by and through the City Manager of said City, under and pursuant to Resolution No. 67242, of the Council, authorizing such execution, and said lessee has hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO

By R.W.FLACK, City Manager

R.C.WOODS, Lessee

I HEREBY APPROVE the form of the foregoing Lease this 28 day of Feb., 1938.

D.L.AULT, City Attorney

By H.B.DANIEL, Assistant City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with R.C. Woods. Being Document No. 306985.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California

By Helen M. Willig Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, That GENERAL MOTORS TRUCK & COACH, Division of Yellow Truck & Coach Manufacturing Company, a corporation, as Principal and UNITED STATES GUARANTEE COMPANY, A Corporation organized and existing under the laws of the State of New York and authorized under the laws of the State of California to act as sole Surety, a corporation organized and existing under and by virtue of the laws of the State of New York, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of TWO THOUSAND SEVEN HUNDRED SEVENTY-SEVEN DOLLARS (\$2,777.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 7th day of March, 1938.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with the City of San Diego, to
Furnish and deliver to said City:

3 - Dump trucks,
in accordance with the specifications referred to in said contract, and for the contract price therein set forth.

NOW, THEREFORE, if the said principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

GENERAL MOTORS TRUCK & COACH, Div.
of YELLOW TRUCK & COACH MFG. CO.
J.W.DAVID, ZONE MANAGER, Principal.

ATTEST: PETER SONNA

UNITED STATES GUARANTEE COMPANY, Surety.
By M.S.BANKS, Attorney-in-Fact.
And R.H.HILLMAN, Attorney-in-Fact.

(SEAL)

STATE OF CALIFORNIA,)
COUNTY OF LOS ANGELES,)ss

On this 7th day of March, A.D. 1938, before me, Chas. E. Brown, a Notary Public in and for the said County and State, personally appeared R.H.HILLMAN and M.S.BANKS, known to me to be the persons whose names are subscribed to the within Instrument, as the Attorney-in-Fact of United States Guarantee Co. and acknowledged to me that they and each of them subscribed the name of UNITED STATES GUARANTEE COMPANY thereto as principal and their own names as Attorneys-in-Fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

CHAS. E. BROWN

(SEAL) Notary Public in and for said County and State.
My Commission Expires, January 12, 1942.

STATE OF CALIFORNIA,)
COUNTY OF LOS ANGELES,)ss

On this 7th day of March, 1938, before me personally came R.H.HILLMAN to me known and by me known to be an Attorney-in-Fact of the UNITED STATES GUARANTEE COMPANY, the corporation described in and which executed the annexed contract bond on behalf of GENERAL MOTORS TRUCK & COACH DIV. and the said R.H.HILLMAN being by me duly sworn, did depose and say that he resides in the City of Los Angeles in the State of Calif.; that he is an Attorney-in-Fact of said UNITED STATES GUARANTEE COMPANY, and knows the corporate seal thereof; that the seal affixed to said annexed instrument is such corporate seal, and was thereto affixed by authority of the Power of Attorney of said Company of which a certified copy is hereto attached, and that he signed said annexed instrument as an Attorney-in-Fact of said Company by like authority; and that he is acquainted with M.S.BANKS and knows him to be also an Attorney-in-Fact of said Company and that the signature of said M.S.BANKS subscribed to said annexed instrument is in the genuine handwriting of said M.S.BANKS and was thereto subscribed by like authority and in deponent's presence; that the assets of said Company, unencumbered and liable to execution, exceed its debts, claims and liabilities of every nature by more than the sum of three million dollars, and that he believes the attached statement of said Company's assets and liabilities, signed by deponent is true and correct.

Subscribed, Acknowledged and Sworn to before me on the date above written. R.H.HILLMAN, Deponent's Signature.

M.S.BANKS, Notary Public (SEAL)
My Commission Expires, Feb. 6th, 1939.

(Certified Copy POWER OF ATTORNEY authorizing execution of Bonds)
POWER OF ATTORNEY.

KNOW ALL MEN BY THESE PRESENTS, That the UNITED STATES GUARANTEE COMPANY of New York City, New York, a corporation of the State of New York, has constituted and appointed, and does hereby constitute and appoint R.G.HILLMAN, R.H.HILLMAN, M.S.BANKS, S.E.NUTT, JARED C. AIKEN, A.J.EGGENBERGER and BONNIE DANIELS of Los Angeles, California, and CHARLES SEELEY and EDMUND T. KING of San Francisco, California, each its true and lawful Attorney-in-Fact to execute jointly with either of the others, under such designation in this Company's name and to affix its corporate seal to and deliver for and on its behalf, as surety thereon or otherwise, bonds of obligations of either of the following classes, to-wit:

1. Bonds or obligations required on bids or proposals made by any bidder, or to secure the performance of contracts made by any contractor, for furnishing supplies to, or for furnishing labor and materials and performing any work for, the United States of America, or any State, City, Town, Village, Board, or others, or to secure payment for any such labor or materials, or the fulfillment of any guarantees for maintenance thereof, and consents to modifications or alteration of bids, proposals or contracts the performance of which has been guaranteed under such bonds or obligations;

2. Bonds to the United States of America which are required or permitted under laws or regulations relating to the Customs or Internal Revenue;

3. Bonds for Notaries Public within the State of California and bonds required by the laws, ordinances or regulations of any State, City, Town, Village, Board or other body or organization, public or private, for obtaining a License or Permit for exercising any privilege or doing or carrying on any work, business or occupation;

4. Bonds to Transportation Companies to secure payment of transportation charges, or for delivery of freight prior to surrender of Bill of Lading;

5. Bonds and undertakings (except bonds on behalf of fiduciaries) required or permitted by law to be given or filed in any suit, matter or proceeding in any Court of the United States, or in any State or other Court, or given to or filed with any Sheriff or Magistrate within any State, for the doing or not doing of anything specified in such Bond or Undertaking in which the penalty of the bond or liability incurred under such undertaking does not exceed one hundred thousand dollars (\$100,000);

6. Any other bond or undertaking, the execution of which shall be authorized by letter addressed to either of said Attorneys-in-Fact, signed by George H. Reaney, President, or John T. Jones or William E. Schenck or James G. Cannon or Nathan Mobley, Vice-Presidents of this Company, and sealed with this Company's corporate seal, attested by its Secretary or one of its Assistant Secretaries; -- and the execution of any and all such bonds and undertakings by any two of such Attorneys-in-Fact, in this Company's name and on its behalf as surety thereon or otherwise, under its corporate seal, in pursuance of the authority hereby conferred shall, upon delivery thereof, be valid and binding upon this Company.

IN WITNESS WHEREOF, the said UNITED STATES GUARANTEE COMPANY has, pursuant to its By-Laws caused these presents to be signed by its Vice-President and Assistant Secretary and its corporate seal to be hereto affixed this 1st day of November, 1937.

UNITED STATES GUARANTEE COMPANY
By JOHN T. JONES, Vice-President.
WARD E. FLAXINGTON, Assistant Secretary.

(CORP. SEAL)

STATE OF NEW YORK,)
COUNTY OF NEW YORK,)ss

On this 1st day of November, 1937, before me personally came Ward E. Flaxington to me known and by me known to be Assistant Secretary of the UNITED STATES GUARANTEE COMPANY, the corporation described in and which executed the foregoing Power of Attorney to R.G.HILLMAN, R.H.HILLMAN, M.S.BANKS, S.E.NUTT, JARED C. AIKEN, A.J. EGGENBERGER, BONNIE DANIEES, CHARLES SEELEY and EDMUND T. KING and the said Ward E. Flaxington being by me duly sworn did depose and say that he resides in the City of New York, in the State of New York; that he is Assistant Secretary of the UNITED STATES GUARANTEE COMPANY and knows the corporate seal thereof; that the seal affixed to the foregoing Power of Attorney is such corporate seal and was thereto affixed by authority of the By-Laws of said Company, and that he signed said Power of Attorney as Assistant Secretary of said Company by like authority; that he is acquainted with John T. Jones and knows him to be Vice-President of said Company and that the signature of said John T. Jones subscribed to said Power of Attorney is in the genuine handwriting of said John T. Jones and was thereto subscribed by authority of said by-laws and in deponent's presence.

Subscribed, Acknowledged and Sworn to
before me on the date above written.

WARD E. FLAXINGTON

(Notarial Seal) HARRY GORDON

Notary Public, Kings Co. No. 256

N.Y.Co. Cl'k. No. 722 Reg. No. 8G425

Commission Expires March 30, 1938

CITY AND COUNTY OF NEW YORK: ss

I, Ward E. Flaxington, Assistant Secretary of the UNITED STATES GUARANTEE COMPANY, do hereby certify that the following is a true excerpt from the By-Laws of said Company as adopted by its Board of Directors on February 6th, 1929, and that the same has not since been amended or rescinded, to-wit:

"ARTICLE VII. EXECUTION OF BONDS, ETC.

Sec. 1. All bonds, undertakings, contracts, powers of attorney and other instruments for and on behalf of the Company which it is authorized by law or its charter to execute, may and shall be executed in the name and on behalf of the Company by its President, or a Vice-President, jointly with its Secretary, or an Assistant Secretary, under their respective designations, except that:

(a) any officer or officers, agent or agents, attorney-in-fact or attorneys-in-fact designated in any resolution of the Board of Directors or Executive Committee adopted either before or after the making of this By-Law, or in any power of attorney executed as provided for in this section, may execute in the manner prescribed in such resolution or power of attorney any such bond, undertaking or other obligation which he or they shall be empowered to execute By such resolution or power of attorney:"

And I further certify that I have compared the foregoing copy of the POWER OF ATTORNEY with the original thereof executed by said United States Guarantee Company to R.G.HILLMAN, et al. dated November 1st, 1937, and the same is a correct and true copy of the whole of said original Power of Attorney and that said Power of Attorney has not been revoked.

And I further certify that said UNITED STATES GUARANTEE COMPANY is duly licensed to transact fidelity and surety business in the State of California and is also duly licensed to become sole surety on bonds, undertakings, etc., permitted or required by the laws of the United States.

Given under my hand and the seal of said Company at New York City, N.Y., this 3rd day of March, 1938.

(SEAL)

WARD E. FLAXINGTON, Assistant Secretary.

I hereby approve the form of the within Bond, this 10th day of March, 1938.

D.L.AULT, City Attorney

By H.B.DANIEL, Deputy City Attorney.

I HEREBY APPROVE the foregoing bond this _____ day of March, 1938.

R.W.FLACK, City Manager.

C O N T R A C T

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 10th day of March, 1938, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and GENERAL MOTORS TRUCK & COACH Division of Yellow Truck & Coach Manufacturing Company, a Corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby

covenants and agrees to and with said City to furnish and deliver to said City:
3 - Model T-46B GMC Chassis with "400" cubic inch engines, dump bodies and hoists; in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 306616.

The contractor agrees that the dump bodies required hereunder shall be built by the National Iron Works of San Diego, and that said bodies and the hoists to be furnished hereunder shall be installed by said National Iron Works.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:
Eleven Thousand One Hundred Seven and 65/100 Dollars (\$11,107.65).
Said price includes the California State Sales Tax.

Said contractor agrees to begin delivery of said material within 60 days from and after the date of the execution of this contract, and to complete said delivery on or before the 10 day of May, 1938.

Said City, in consideration of the furnishing and delivery of said material by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon; and the acceptance of said material by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit:
Upon delivery of said material, and the acceptance of the same by the City Manager of said City, ninety per cent (90%) of the said contract price shall be paid said contractor, and ten per cent (10%) shall not become due and payable until a release shall have been executed and filed as hereinafter provided, and until five (5) days shall have elapsed after the expiration of the period within which liens may be filed under the provisions of Title IV, Part III, of the Code of Civil Procedure of the State of California. When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager of said City, and when a release of all claims against the City of San Diego under or by virtue of the contract shall have been executed by the contractor, and when five (5) days shall have elapsed after the expiration of the period within which liens may be filed, as hereinabove provided, final payment will be made, at such time, and in such manner as provided by law, of any balance due, including the percentage withheld as above stated, or such portion thereof as may be due the contractor.

Said contractor hereby agrees that it will be bound by each and every part of this contract, and deliver and cause to be delivered all of said material, as herein specified.

No interest in this agreement shall be transferred by the contractor to any other party, and any such transfer shall cause annulment of this contract, so far as The City of San Diego is concerned. All rights of action, however, for any breach of this contract are reserved to said City.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of The City of San Diego, or the general laws in effect in said City, shall said City or any department, board or officer thereof, be liable for any portion of the contract price; also that no extra work shall be done by said contractor unless authorized and directed by resolution of said Council to that effect.

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of the City of San Diego, pursuant to and under Resolution No. 67252 of the Council authorizing such execution, and the contractor has caused this instrument to be executed, and its corporate name and seal to be hereunto affixed, by its proper officers, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO.
By R.W.FLACK, City Manager.

GENERAL MOTORS TRUCK & COACH Div.
of Yellow Truck & Coach Mfg. Co.
By J. W. DAVID, Zone Manager,
Contractor.

ATTEST:
PETER SONNA

I hereby approve the form of the foregoing contract, this 10th day of March, 1938.
D.L.AULT, City Attorney
By H.B.DANIEL, Deputy City Attorney.

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that GENERAL MOTORS TRUCK & COACH, Division of Yellow Truck & Coach Manufacturing Company, a corporation organized and existing under and by virtue of the Laws of the State of Michigan, with its principal place of business in the City of Pontiac, Michigan, hereby constitutes and appoints -- J.W.David -- its true and lawful agent and attorney for it and in its name, place and stead, and on its behalf to make and execute bids, proposals and contracts for the sale of any products handled by the GENERAL MOTORS TRUCK & COACH, Division of Yellow Truck & Coach Manufacturing Company and also any bonds, bills of sale, satisfactions and releases of chattel mortgages or conditional sales contracts and any other instrument that may be necessary or convenient in the sale of said products, and generally to do anything requisite or necessary to be done in the premises as fully as said grantor could do if present and acting, hereby confirming and ratifying all that the said agent and attorney shall lawfully do by virtue of these presents.

IN WITNESS WHEREOF, said corporation has caused these presents to be signed and sealed by its Vice President and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, this 1st day of December, 1936.

YELLOW TRUCK & COACH MANUFACTURING COMPANY (GENERAL MOTORS TRUCK & COACH DIVISION)
By J.P.LITTLE (Signed) Vice President.

ATTEST:
L.R.DAVIS (Signed), Assistant Secretary.

This is to certify that I have examined the within instrument and find it to be a true and exact copy of an original Power of Attorney executed by the Vice President of Yellow Truck & Coach Manufacturing Company on December 1st, 1936, appointing Mr. J.W.David the lawful agent of Yellow Truck & Coach Manufacturing Company for the purpose of executing on behalf of the said Company, any and all papers required in connection with the sale of any products handled by Yellow Truck & Coach Manufacturing Company.

I further certify that I have also examined a certified copy of a resolution adopted by the Board of Directors of Yellow Truck & Coach Manufacturing Company at its regular meeting on November 24th, 1936, authorizing the Vice President of the Company to execute such Powers of Attorney to Branch Managers of the Company.

ALBERT A. RORISON
Notary Public, Los Angeles County, California.

(SEAL)
My Commission Expires,
January 10, 1939.

I, T.S.MERRILL, Secretary of YELLOW TRUCK & COACH MANUFACTURING COMPANY, do hereby certify that the following is a true and complete copy of resolutions adopted by the Board of Directors of Yellow Truck & Coach Manufacturing Company, at a meeting thereof duly held November 24, 1936, and that said resolutions have not been rescinded or amended and are in full force and effect at the present time:

RESOLVED, that Branch Managers and/or Branch Office Managers of the Yellow Truck & Coach Manufacturing Company be and they hereby are authorized and empowered to make and execute on behalf of the Company any and all papers required in connection with the sale of any products handled by the Yellow Truck & Coach Manufacturing Company including bids, proposals, contracts, bonds, bills of sale, satisfactions and releases of chattel mortgages or conditional sales contracts, applications for title registration and license tags.

FURTHER RESOLVED, that the President or any Vice President together with the Secretary or Assistant Secretary be and they hereby are authorized and empowered to execute on behalf of the Company and deliver to such Branch Managers and/or Branch Office Managers formal powers of attorney in conformity with the foregoing as the necessity arises.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Yellow Truck & Coach Manufacturing Company this 1st day of December, 1936.

Signed T.S.MERRILL, Secretary.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with General Motors for 3 dump trucks. Being Document No. 307062.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By Helen M. Willey Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, That SULLIVAN HARDWOOD LUMBER COMPANY, a corporation, as Principal and MARYLAND CASUALTY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Maryland, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of FIVE HUNDRED FIFTY-THREE DOLLARS (\$553.00), lawful money of the United States of America, to be paid to said the City of San Diego, for the payment of which well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 7th day of March, 1938.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with the City of San Diego, to furnish and deliver -

32,000 board feet of third grade maple flooring in accordance with the specifications referred to in said contract, and for the contract price therein set forth.

NOW, THEREFORE, if the said principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

SULLIVAN HARDWOOD LUMBER COMPANY

By JERRY SULLIVAN, JR, Pres

Principal

ATTEST:

ROBERT J. SULLIVAN

MARYLAND CASUALTY COMPANY, Surety

By F.R.CORBETT, Its Attorney-in-Fact.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,) ss

On this 7th day of March, 1938, before me, C.T. Neill, a Notary Public, in and for the County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared F.R. Corbett known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of MARYLAND CASUALTY COMPANY, the corporation that executed the within instrument, and acknowledged to me that he subscribed the name of MARYLAND CASUALTY COMPANY, thereto as principal and his own name as attorney in fact. I further certify that said instrument was executed by said F.R. Corbett as attorney in fact of MARYLAND CASUALTY COMPANY in my presence, and that his signature thereto is genuine.

WITNESS my hand and seal the day and year in this certificate first above written.

C.T. NEILL

(SEAL)

Notary Public, in and for said County and State.

My Commission Expires,
Jan. 9, 1941.

I hereby approve the form of the within Bond, this 9th day of March, 1938.

D.L. AULT, City Attorney

By H.B. DANIEL, Deputy City Attorney.

I HEREBY APPROVE the form of the foregoing bond this ____ day of March, 1938.

R.W. FLACK, City Manager

C O N T R A C T

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this Third day of March, 1938, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and SULLIVAN HARDWOOD LUMBER COMPANY, a corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City:

32,000 board feet of third grade maple flooring, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 306514.

Delivery f.o.b. Recreation Building, Balboa Park, San Diego, California.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

Two Thousand Two Hundred Eight and 32/100 Dollars (\$2208.32).

Said price includes the California State Sales Tax.

Said contractor agrees to begin delivery of said material within fifteen days from and after the date of the execution of this contract, and to complete said delivery on or before the 21st day of March, 1938.

Said City, in consideration of the furnishing and delivery of said material by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said material by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit:

Upon delivery of said material, and the acceptance of the same by the City Manager of said City, ninety per cent (90%) of the said contract price shall be paid said contractor, and ten per cent (10%) shall not become due and payable until a release shall have been executed and filed as hereinafter provided, and until five (5) days shall have elapsed after the expiration of the period within which liens may be filed under the provisions of Title IV, Part III, of the Code of Civil Procedure of the State of California. When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager of said City, and when a release of all claims against the City of San Diego under or by virtue of the contract shall have been executed by the contractor, and when five (5) days shall have elapsed after the expiration of the period within which liens may be filed, as hereinabove provided, final payment will be made, at such time, and in such manner as provided by law, of any balance due, including the percentage withheld as above stated, or such portion thereof as may be due the contractor.

Said contractor hereby agrees that it will be bound by each and every part of this contract, and deliver and cause to be delivered all of said material, as herein specified.

No interest in this agreement shall be transferred by the contractor to any other party, and any such transfer shall cause annulment of this contract, so far as The City of San Diego is concerned. All rights of action, however, for any breach of this contract are reserved to said City.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of The City of San Diego, or the general laws in effect in said City, shall said City or any department, board or officer thereof, be liable for any portion of the contract price; also that no extra work shall be done by said contractor unless authorized and directed by resolution of said Council to that effect.

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of the City of San Diego, pursuant to and under Resolution No. 67213 of the Council authorizing such execution, and the contractor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers the day and year in this agreement first above written.

THE CITY OF SAN DIEGO.
By R.W.FLACK, City Manager.

SULLIVAN HARDWOOD LUMBER COMPANY
By JERRY SULLIVAN, JR. Pres.
Contractor.

(SEAL) ATTEST:
ROBERT J. SULLIVAN, Secty.

I hereby approve the form of the foregoing contract, this 9th day of March, 1938.
D.L.AULT, City Attorney
By H.B.DANIEL, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Sullivan Hardwood Lumber Co. for maple flooring. Being Document No.307063.
ALLEN H. WRIGHT

City Clerk of the City of San Diego, California

By Alan M. Willig Deputy.

L E A S E

THIS INDENTURE OF LEASE, made and entered into this 11th day of March, 1938, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter designated as the City, acting by and through the City Manager of said City, and LA JOLLA COUNTRY CLUB, INC., a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter designated as the Lessee, WITNESSETH:

That the said City does by these presents demise and lease unto the said Lessee, subject to the reservations and conditions hereinafter contained, the following described property situated in the City of San Diego, County of San Diego, State of California, more particularly described as follows, to-wit:

That portion of Pueblo Lot 1284 of the Pueblo Lands of San Diego, according to Map thereof made by James Pascoe in 1870, a certified copy of which map is filed as Miscellaneous Map No. 36, in the Office of the County Recorder of San Diego County, California, particularly described as follows:

Beginning at a point on the southerly line of said Pueblo Lot 1284, which bears north 74° 34' 15" east 1000.00 feet from the southwesterly corner of said Pueblo Lot 1284, said point of beginning being also the southwesterly corner of that certain parcel of land dedicated for public park purposes September 6, 1927, by Ordinance No. 11289 of the Ordinances of The City of San Diego; thence north 37° 51' 32" west along the southwesterly line of said public park, a distance of 405.12 feet to an intersection with the southwesterly line of Country Club Drive in said Pueblo Lot 1284; thence in a general northwesterly direction following the southwesterly line of said Country Club Drive to an intersection with the northerly line of the southerly 58.33 acres of said Pueblo Lot 1284; thence south 74° 39' west along said northerly line, a distance of 217.00 feet to intersection with the westerly line of said Pueblo Lot 1284; thence southerly along the westerly line of said Pueblo Lot 1284, a distance of 969.05 feet to the southwesterly corner of said Pueblo Lot 1284; thence north 74° 34' 15" east along the southerly line of said Pueblo Lot 1284, a distance of 1000.00 feet to the point of beginning; containint 15.52 acres of land.

The lands hereinabove described being shown on the map or plat attached hereto, marked Exhibit "A", and made a part of this lease.

TO HAVE AND TO HOLD the said premises and each and every part thereof unto the said lessee for a period of One (1) year beginning on the 1st day of March, 1938, and ending on the 28th day of February, 1939, at a yearly rental of forty dollars (\$40.00) payable in advance on the first day of March, 1938.

That the lessee shall have the option, to be exercised by notice in writing addressed to the City ten days prior to the expiration of said term, of renewing and extending the term hereof for a further period of one (1) year from and after March 1, 1939, and said lessee shall have the further option of so renewing or extending the term of said lease in the manner aforesaid during each successive year up to and including the year be-

ginning March 1, 1948. That the rental during such extended term shall be at the rate of forty dollars (\$40.00) per year, payable in advance on the 1st day of March of each year during such extended term.

It is expressly understood and agreed by and between the said parties hereto that said City shall have the right, and such right is hereby expressly reserved to said City, to open, construct and maintain a highway or street over and across the premises hereinabove described and leased, of a width and at such location on said premises as may be determined by the Council of said City; and it is further understood and agreed by both parties hereto that said City shall have the right, and such right is hereby expressly reserved, to construct and maintain on said premises a reservoir for the storage of water, of a size and capacity, and on such location on said premises as may be determined by the Council of said City. Such improvements hereinabove described shall be constructed at the expense of said City in a careful and prudent manner, using due care not to unnecessarily injure or interfere with the use of said premises by said lessee; provided, however, and it is hereby expressly understood and agreed by both parties hereto that said City shall not be responsible or liable to said lessee for any damage or detriment suffered by said lessee by reason of the construction by said City of said highway and/or reservoir.

Neither the whole, nor any part of this lease shall be assignable or transferable, nor shall the lessee have the right to sublet the leased premises, or any part thereof, without the consent of the City Manager expressed in writing.

Said lessee does hereby covenant, promise and agree with said City that it will maintain on said ground, in connection with adjoining ground (if it is able to retain the same), a golf course for the use of permanent and transient residents of the City of San Diego, subject to such reasonable rules for the use of the same, as the lessee may prescribe, and said lessee may also use the said premises for tennis courts and outdoor sports; provided, that if said rent remains unpaid, or said grounds are not used for golfing or other outdoor sports for a period of six (6) months, then said City may terminate this lease.

And said lessee does hereby covenant, promise and agree to pay said City the said rent, in the manner hereinabove provided, and to perform the covenants herein contained, and that at the expiration of said term, or at the expiration of any renewal thereof, the said lessee will quit and surrender the said premises in as good state and condition as reasonable use thereof will permit.

Said City hereby agrees that the lessee may remove from said premises any improvements which said lessee may place thereon; provided, that said improvements shall be removed within six (6) months after the termination of this lease for any cause.

And said City does hereby covenant, promise and agree that said Lessee, paying said rent and performing the covenants aforesaid, shall and may peaceably have, hold and enjoy the said premises for the term aforesaid.

IN WITNESS WHEREOF, the City Manager of said City has hereunto subscribed his name as and for the act of said City, under and by virtue of the authority conferred by Ordinance No. 1345 (New Series) of the ordinances of said City authorizing the execution of this lease, and the said lessee has caused this agreement to be executed by its proper officers, thereunto duly authorized, the day and year first hereinabove written.

THE CITY OF SAN DIEGO
By R.W.FLACK, City Manager.

LA JOLLA COUNTRY CLUB, INC.,
By R.E.ROLLINS, President.

(SEAL) ATTEST:
MORRIS T. WEEKS, Secretary.

I hereby approve the form of the foregoing Lease this 12th day of March, 1938.
D.L.AULT, City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with La Jolla Country Club, Inc. Being Document No. 307090.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.

By Helen M. Willig Deputy.

L E A S E

THIS AGREEMENT OF LEASE, made and entered into this 14th day of March, 1938, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter designated as the Lessor, and W.E.BRADBURY, hereinafter designated as the Lessee, WITNESSETH:

That the Lessor, for and in consideration of the payment of the rents to be paid by the Lessee as hereinafter set forth, and in consideration of the covenants of the Lessee hereinafter set out, and their faithful performance by such Lessee, and upon and subject to the terms, conditions and reservations herein set forth, hereby sublets unto the Lessee that certain real property situated in the County of San Diego, State of California, and particularly described as follows, to-wit:

The south half of the northeast quarter of Section 31, Township 12 south, Range 1 west, S.B.B.M.

EXCEPTING from the above described land all that portion thereof lying above an elevation of 395 feet above sea level, according to the U.S. Geological Survey datum;

Also, the southwest quarter of the southeast quarter, and the west half of the northwest quarter of the southeast quarter of Section 32, Township 12 south, Range 1 west, S.B.B.M;

Also commencing at a point 50 yards south of the northeast corner of the southwest quarter of said Section 32, Township 12 south, Range 1 west; running thence west 156 yards; thence south 830 yards; thence east 156 yards; thence north 830 yards to the point of commencement;

EXCEPTING from the above all public roads and ways;

Subject, however, to all easements, encumbrances and liens of every kind, nature and description whatsoever, existing against or in respect to said property.

TO HAVE AND TO HOLD the said premises and each and every parcel thereof unto the said Lessee, for a period of three (3) years, commencing on the 1st day of March, 1938, and ending on the 28th day of Feb., 1941, unless sooner terminated as herein provided, at the following rentals:

Five Hundred Dollars (\$500.00) per year, payable in equal quarterly installments, in advance, during the term of this lease.

In consideration of the premises the Lessee agrees with the Lessor as follows:

(1) That the Lessee will pay the said rental promptly at the time when the same shall become payable, as above provided;

(2) That the Lessee will use the land for stock grazing and/or agricultural purposes only; that Lessee will cultivate the lands above described during the said term, and care for the same and the crops thereon according to the rules of good husbandry;

(3) That Lessee will not commit any waste or damage, or suffer any such to be committed upon the said premises, or respecting any of the buildings or improvements thereon;

(4) It is understood that the City of San Diego reserves the right at any time to remove sand, rock and gravel from the property above described, together with the right of ingress and egress at all times. No materials, sand, gravel, rock, mineral or timber shall be removed from the said properties by any one other than The City of San Diego.

(5) The Lessor also reserves all gas, oil and mineral rights in and on said premises herein, and shall always have the right of ingress and egress at all times for the purpose of prospecting or drilling for oil, gas and minerals.

(6) That Lessee will fully and faithfully keep and observe each and all of the terms and conditions of this lease to be kept or observed, and upon the expiration of the term thereof, Lessee will surrender the demised premises, and each and every part thereof, together with the personal property located thereon, without demand or notice, and in as good condition as the same are in at the time of the execution of this lease, wear and tear and damage by the elements excepted.

IT IS HEREBY EXPRESSLY UNDERSTOOD AND AGREED THAT, anything herein to the contrary notwithstanding, the Lessor shall have, and the said Lessor hereby reserved, the right to terminate this lease at any time and take possession of the said demised premises, and every part thereof; provided, however, that the Lessor shall, as a condition to the exercise of said right of termination, give to the Lessee at least thirty (30) days' notice of Lessor's intention so to do. Such notice may be served upon the Lessee personally, or it may be left with some person in charge of said demised premises, or it may be posted on said demised premises; and said Lessor shall pay to the Lessee a sum which shall be sufficient to compensate the Lessee for the damage which the Lessee may suffer by reason of the termination of said lease by the Lessor, as above provided, prior to the expiration of the term as herein fixed. If the Lessor and the Lessee cannot agree upon the amount of such compensation, it shall be determined by a board of arbitrators to consist of three (3) members, one of whom shall be chosen by the Lessor and one by the Lessee, and the two so chosen shall select a third. A decision of the majority shall be binding upon the parties hereto.

The Lessee shall not have the right to make, or suffer to be made, any alterations in said premises, or the buildings or improvements thereon without first obtaining, in each instance, the written consent thereto by the Lessor, nor shall the Lessee have the right to underlet said premises, or any part thereof, or to assign this lease without first obtaining, in each instance, the written consent thereto by the Lessor.

It is agreed that if any default shall be made by the Lessee in the payment of any rent promptly when the same shall become due according to the terms hereof, or in respect to the performance or observance of any covenant, term or condition of this lease to be kept or observed by the Lessee, the Lessor shall have the right to terminate this lease and to enter upon said premises and take possession of the same, and of each and every part thereof, and the Lessee shall peaceably surrender full possession of said premises to the Lessor.

It is understood and agreed that a waiver by the Lessor of any default hereunder shall not be considered nor held to be a waiver of any subsequent or other default, and, also, that consent to the subletting of said premises, or any part thereof, or to the assignment of this lease, shall not be construed or considered as a consent to any other or subsequent subletting or assignment.

IT IS FURTHER UNDERSTOOD AND AGREED that if the Lessee shall make default in the performance of any of the terms, conditions or covenants of this lease by the Lessee to be kept, observed or performed, Lessee will in such case pay to the Lessor the expenses and costs incurred by the Lessor in any action which may be commenced by the Lessor based on, or arising out of, any such default.

IN WITNESS WHEREOF, The City of San Diego has caused this lease to be executed and its name to be hereunto affixed by the City Manager, thereunto duly authorized by Resolution No. 67274, and the said Lessee has hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO, Lessor
By R.W.FLACK, City Manager

W.E.BRADBURY, Lessee.

I HEREBY APPROVE the form of the foregoing Lease this 16th day of March, 1938.

D.L.AULT, City Attorney
By H.B.DANIEL, Assistant City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with W.E.Bradbury. Being Document No. 307127.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.

By Helen M. Willis Deputy.

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT, made and entered into this 28th day of February, 1938, by and between the STATE PARK COMMISSION OF THE STATE OF CALIFORNIA, party of the first part, hereinafter designated as the "Commission," and THE CITY OF SAN DIEGO, a municipal corporation, party of the second part, hereinafter designated as the "City", WITNESSETH:

THAT WHEREAS, the Commission has jurisdiction and control over those certain uplands of the eastern shores of Mission Bay State Park, lying between the waters of Mission Bay and the railroad right-of-way of the Atchison, Topeka and Santa Fe Railroad Company, in the City of San Diego, County of San Diego, State of California, and said Commission is desirous of planting the same to shrubbery and trees, providing such shrubbery and trees so planted by said Commission will be maintained and cared for by the City of San Diego for a period ending November 1st, 1942; and

WHEREAS, the City of San Diego is desirous of having the said lands planted as aforesaid, and is willing to maintain and care for said shrubbery and trees for said period of time, at the expense of the City;

NOW, THEREFORE, it is mutually understood and agreed by and between the parties hereto that the Commission will plant, or cause to be planted, the said shrubbery and trees on the lands above described at no cost whatsoever to the City, and in consideration therefor the City agrees to maintain, care for and properly water said shrubbery and trees for a period of time not to exceed November 1st, 1942, without cost whatsoever to the said Commission, all in accordance with and by virtue of Chapter 763 of the Statutes of 1927 of the State of California.

IN WITNESS WHEREOF, the State Park Commission of the State of California has caused this instrument to be executed by its proper officers thereunto duly authorized, and the City Manager of the City of San Diego has hereunto subscribed his name as and for the act of the City of San Diego, pursuant to resolution authorizing such execution, the day and year in this agreement first above written.

STATE PARK COMMISSION OF THE
STATE OF CALIFORNIA.

By J.R. KNOWLAND
J.H. COVINGTON

THE CITY OF SAN DIEGO
By R.W. FLACK, City Manager

I hereby approve the form of the foregoing Agreement this 14th day of February, 1938.

H.B. DANIEL, Assistant City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Memorandum of Agreement with State Park Commission of the State of California. Being Document No. 307130.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California

By Helen M. Wallig Deputy.

A G R E E M E N T

WHEREAS, San Diego Cons. Gas & Electric Co. are, the owners of Real Property, Lot EFG&H Block 134, Subdivision Horton's Addition and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of the City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 11th day of March, 1938, by San Diego Cons. Gas & Electric Co. that it will, for and in consideration of the permission granted it to remove 104 feet of curbing on 10th & 11th STS. 52 Ft. each St. street adjacent to the above described property, bind it to, and it hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs it so to do, and comply therewith at its own expense and with no cost or obligation on the part of the City of San Diego.

It further agree that this agreement shall be binding on the company, its heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

SAN DIEGO CONS. GAS & ELECTRIC CO.

Owner's Name
By E.A. BALLE
861 Sixth Ave.
Address.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,) ss

On this 11th day of March, A.D. Nineteen Hundred and Thirty-eight, before me, Nell W. Molloy a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared E.A. Balle known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

NELL W. MOLLOY

Notary Public in and for the County of San Diego,
State of California.

(SEAL)
My Commission Expires,
May 13, 1941.

at Page 209

RECORDED MAR 21 1938 25 Min. past 9 A.M. In Book 762/of Official Records,
San Diego Co., Cal. Recorded At Request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.

H. KNIGHT

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from S.D. Cons. G. & E. Co. Being Document No. 307135.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By Helen M. Wallig Deputy.

A G R E E M E N T

WHEREAS, William D. Kunkel, and Rose A. Kunkel, his wife, are the owners of Lot 5 in Block 13 of Roseville, Point Loma San Diego. Lot _____ Block _____ Subdivision _____ and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 22nd day of Feby., 1938, by William D. Kunkel & Rose A. Kunkel, his wife that they will, for and in consideration of the permission granted them to remove 55 feet of curbing on Addison Ave. street adjacent to the above described property, bind themselves to, and do hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, and comply therewith at their own expense and with no cost or obligation on the part of the City of San Diego,

They further agree that this agreement shall be binding on each or both, their heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

WILLIAM D. KUNKEL
ROSE A. KUNKEL
Owner's Name
910 Prospect St.
La Jolla, Calif.
Address.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 25th day of February, A.D. Nineteen Hundred and 38, before me, Elizabeth B. Peacock a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared William D. Kunkel & Rose A. Kunkel known to me to be the persons described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in La Jolla, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)
My Commission Expires,
Sept. 10, 1941.

ELIZABETH B. PEACOCK
Notary Public in and for the County of San Diego,
State of California.

RECORDED MAR 21 1938 26 Min. past 9 A.M. In Book 752 At Page 308 of Official Records, San Diego Co., Cal. Recorded At Request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS
E. DRUMMOND
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from William D. Kunkel et ux to the City of San Diego. Being Document No. 307136.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California
By Helen M. Wallig Deputy.

A G R E E M E N T

WHEREAS, PHILIP P. MARTIN and NICHOLAS J. MARTIN, Trustees under the Will of PATRICK MARTIN, deceased, are, the owners of the East half of Lots "E" and "F", all of Lot "G" and the South half of Lot "H", Block 89, Subdivision Horton's Addition, and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the Ordinances of the City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 17th day of February, 1938, by said owners that they will, for and in consideration of the permission granted them to remove 135 feet of curbing on 4th Street and Market Street adjacent to the above described property, bind themselves to, and they hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, and comply therewith at their own expense and with no cost or obligation on the part of the City of San Diego.

They further agree that this agreement shall be binding on themselves, their successors and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

PHILIP P. MARTIN and NICHOLAS J. MARTIN,
Trustees under the Will of Patrick
Martin, deceased,
By NICHOLAS J. MARTIN
Owner's Name
1002 First National Bldg.
Address.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 17th day of February, A.D. Nineteen Hundred and thirty-eight, before me, Wirt Francis a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Nicholas J. Martin, known to me to be one of the Trustees under the Last Will and Testament of Patrick Martin, deceased, and known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same, as such Trustee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)

WIRT FRANCIS
Notary Public in and for the County of San Diego,
State of California

RECORDED MAR 21 1938 24 Min. past 9 A.M. In Book 762 At Page 208 of Official Records, San Diego Co., Cal. Recorded At Request of City of San Diego.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS
H. KNIGHT
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY That the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from Philip P. Martin et al. Being Document No. 307137.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By Helen M. Ullig Deputy.

L E A S E

THIS INDENTURE OF LEASE, made and entered into this 17th day of March, 1938, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, acting by and through the Harbor Commission of said City, as Lessor, hereinafter sometimes called the City, and GENERAL PETROLEUM CORPORATION OF CALIFORNIA, a corporation, hereinafter designated as the Lessee, WITNESSETH:

That the City, lessor as aforesaid, does by these presents demise and let unto the lessee, upon the terms and conditions, and for the purposes and uses hereinafter recited, and the lessee hereby hires and accepts from the City, upon the terms and conditions and for the uses and purposes hereinafter recited, all those lands bordering and extending into the Bay of San Diego, and being a portion of those lands conveyed to the City of San Diego by the State of California under the provisions of that certain Act of the Legislature, entitled, "An Act conveying certain tidelands and lands lying under inland navigable waters situated in the Bay of San Diego to the City of San Diego, in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof," approved on the first day of May, 1911, and as subsequently amended, more particularly described as follows, to-wit:

Beginning at a point on the westerly prolongation of the northerly line of Market Street distant 580.16 feet easterly from the U.S. Bulkhead Line, as said Bulkhead Line is now established; thence north 0° 01' 40" east at right angle to the said westerly prolongation of the northerly line of Market Street a distance of 82.40 feet, more or less, to an intersection with the southerly lease line of the existing Arrowhead Puritas Distributors, Inc., tideland lease; thence south 89° 58' 20" east along the said southerly lease line of the Arrowhead Puritas Distributors, Inc., tideland lease, and its easterly prolongation to an intersection of the Mean High Tide Line of the Bay of San Diego, as said Mean High Tide Line was established by that certain Superior Court Action numbered 35473; thence south 9° 12' 50" east following along the said Mean High Tide Line, a distance of 3.36 feet to an intersection with a line parallel to and distant 120 feet westerly from the easterly line of Pacific Highway; thence south 0° 01' 40" east along said parallel line distant 120 feet westerly from the easterly line of Pacific Highway to an intersection with the westerly prolongation of the northerly line of Market Street; thence north 89° 58' 20" west along the said westerly prolongation of the northerly line of Market Street to the point or place of beginning, containing 8,239 square feet of land.

The lands hereinabove described being shown on the map or plat attached hereto, marked Exhibit "A", and made a part of this lease.

TO HAVE AND TO HOLD the said premises and each and every part thereof unto the said lessee for the period of ten (10) years beginning on the 1st day of April, 1938, and ending on the 31st day of March, 1948, unless sooner terminated as herein provided, at the following rentals:

For the first five-year portion of said term, Seventy-five dollars (\$75.00) per month, payable monthly in advance on the first day of each and every month during the term of this lease; together with an additional sum equal to one cent (1¢) per gallon upon all gasoline sold by the lessee at the leased premises each month in excess of 7500 gallons.

For the second five-year portion of said term, One hundred dollars (\$100.00) per month, payable monthly in advance on the first day of each and every month during the term of this lease; together with an additional sum equal to one cent (1¢) per gallon upon all gasoline sold by the lessee at the leased premises each month in excess of 10,000 gallons.

In this connection the lessee hereby covenants and agrees that it will at all times during the life of this lease keep true, accurate and complete records of all sales of gasoline made by it at the leased premises, and that not later than the tenth of each month during the life of this lease it will render a statement to the lessor showing the exact number of gallons of gasoline sold by it during the preceding month, together with the amount, if any, payable to the lessor as hereinabove provided, and will accompany the same with a remittance of the amount so shown to be due; provided, however, that the lessor shall, through its duly authorized agents or representatives, have the right at any and all reasonable times to examine and audit said records for the purpose of determining the accuracy thereof, and of the monthly statements of gasoline sales hereinabove required to be made.

It is agreed and understood that portions of the leased premises are to be and may be used by sub-tenants without further consent of the lessor; but it is further understood and agreed that neither the whole nor any part of this lease shall be assigned so as to relieve the lessee herein mentioned, without the consent of the Harbor Commission, evidenced by resolution duly adopted; provided, further, that said lessee will remain as fully obligated to the lessor as if this consent to sublease did not exist.

The Council of said City and the Harbor Commission of said City, and the people of said City, hereby reserve the right and privilege to annul, change or modify this lease if and when the leased property shall become needed for public use, upon the payment to said lessee of reasonable compensation for damages occasioned by said annulment, change or modification. The reasonable compensation herein provided to be paid to the lessee shall be based upon and limited to compensation for the actual value of such buildings, structures and physical improvements placed upon the demised premises by the lessee as are required, authorized or permitted under the terms of this lease, and shall not be held to include compensation to said lessee for any damage to, interference with, or loss of business or franchise occasioned by any such amendment, change or modification.

In addition to the foregoing provisions, it is hereby agreed by the parties to this lease that the same is granted and accepted upon the further terms and conditions hereinafter provided, to-wit:

(1) That the demised premises shall be used only for the purpose of erecting, constructing, conducting and maintaining thereon what is commonly known as a "super service station," for the servicing and repair of automobiles, the sale of automobile parts and accessories, gasoline and oil, tires, batteries, and other goods, wares and merchandise ordinarily handled by or in connection with the service stations of the lessee; together with the right to construct such building or buildings as may be necessary or convenient for conducting and carrying on such business or businesses.

(2) That all plans for buildings, structures and improvements to be erected or placed upon said leased premises shall comply with all the ordinances and regulations of The City of San Diego, and shall be subject to the approval of the Harbor Commission and the Planning Commission of said City.

(3) Prior to the expiration of the term of this lease the lessee may remove, and within thirty (30) days from the termination or cancellation of this lease shall remove, any and all structures and equipment, whether affixed to the soil or not, erected or placed by the lessee upon said premises, at its own cost and expense, but if the same are not so removed they shall become the property of the lessor without cost.

(4) At no time during the life of this lease shall The City of San Diego be required to make any improvement on or for the benefit of the said leased lands hereinabove described.

(5) In the event the lessee shall fail to fulfill in any manner the uses and purposes for which the said premises are leased, as above stated, or shall fail or refuse to perform the obligations by it under this lease undertaken, and shall persist in any such failure or refusal for a period of thirty (30) days after receiving notice from the lessor requiring it to comply with the provisions of this lease in any and all respects wherein the lessee may be in default, then and in that event this lease shall terminate, and said lessee shall have no further rights hereunder, and the said lessee shall thereupon forthwith remove from said premises, and shall have no further right or claim thereto, and that the said City shall immediately thereupon, without recourse to the courts, have the right to take possession of said premises, and said lessee shall forfeit all rights and claims thereto and thereunder; and said lessee in accepting this lease, hereby acknowledges the right of said City to take possession of said premises immediately upon the neglect or refusal of said lessee to comply with the terms and conditions hereinbefore mentioned.

(6) That the lessee, upon the payment of the first installment of rent, as herein provided, and the execution of this lease, shall be placed in possession, and upon the faithful and timely performing and observing of all the covenants and conditions herein contained the lessee may peaceably hold and enjoy the said premises during the said term without any interruption by the lessor, subject to the terms of this lease.

(7) Reference is hereby made to all laws as now existing, and as hereafter amended or enacted, applicable to the leasing of tidelands by the City of San Diego, and by such reference all restrictions or conditions imposed or reservations made thereby are made a part of this lease, with like effect as though the same were expressly set forth herein.

IN WITNESS WHEREOF, a majority of the members of the Harbor Commission of the City of San Diego have hereunto subscribed their names as and for the act of said City, and the said Lessee has caused this instrument to be executed and its corporate name and seal to be hereunto affixed, by its proper officers, thereunto duly authorized, the day and year first hereinabove written.

THE CITY OF SAN DIEGO, Lessor.
By RUFUS CHOATE
R.H.VandEMAN
EMIL KLIKA
Members of the Harbor Commission
of the City of San Diego.

GENERAL PETROLEUM CORPORATION OF
California, Lessee
By A.H.DeFRIEST, Vice-President

(SEAL) ATTEST:
J.M.JESSEN, Assistant Secretary.

I hereby approve the form of the foregoing Lease, this 15th day of September, 1937.
D.L.AULT, City Attorney
By H.B.DANIEL, Assistant City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with General Petroleum Corp. of California. Being Document No. 307176.
ALLEN H. WRIGHT
City Clerk of the City of San Diego, California

By Helen M. Wallis Deputy.

PREFERENTIAL, NON-EXCLUSIVE USE AND OCCUPANCY PERMIT
THIS PERMIT AGREEMENT, made this 17th day of March, 1938, between THE CITY OF SAN DIEGO, acting by and through the Superintendent of Parks thereof, hereinafter sometimes designated as the "City", party of the first part; and THE SAN DIEGO SYMPHONY ORCHESTRA ASSOCIATION, party of the Second Part, WITNESSETH:

THAT WHEREAS, under and subject to the provisions of Ordinance No. 1013 (New Series) of the ordinances of the City, non-commercial, local societies, groups and organizations engaged in civic, social, educational, cultural, recreational or philanthropic work or activities, may, at the discretion of the Park Department of the City and subject to ratification by the City Council, be permitted to establish and maintain regular meeting places and headquarters in certain buildings belonging to the City located in Balboa Park; and

WHEREAS, the party of the second part is a non-commercial body engaged in sponsoring the Federal Music Project, in order that San Diego shall have a full size Symphony Orchestra.

NOW, THEREFOR, in consideration of the covenants and agreements to be kept and performed by the party of the second part and upon the terms and conditions for the purposes, all as hereinafter contained, the City does hereby grant to the party of the second part a revocable, preferential, but non-exclusive, permit for the use and occupancy of THE PALACE OF ENTERTAINMENT, from March 1 to April 14, and from May 16 to July 1, 1938.

This permit is granted upon the following terms and conditions, and the party of the second part, in consideration of the granting thereof, hereby covenants and agrees that it will faithfully keep, perform and in all respects be bound by each and every such term and condition, to-wit:

(1) a. That it not be used for public assemblies or recitals. b. That smoking be prohibited in the building. c. That all doors be unbarred & made to operate freely. d. That no temporary heating system be installed unless approved by proper authorities.

(2) Party of the second part shall save the City harmless from any claim of damage or injury to person or property that may result from such occupancy.

(3) That the City shall not be required to incur any expense or obligation to improve, repair or reconstruct any portion of the building or portion covered by the permit; and that the party of the second part shall, at its own expense, at all times maintain the building or space covered by this permit in a safe, clean and sanitary condition and promptly, when required so to do by the Park Department, make any repairs of damage or depreciation resulting from the occupancy.

(4) Party of the second part shall pay to the City for such use and occupancy the sum of NO DOLLARS (\$0.00).

(5) That the party of the second part shall be required to be responsible for and to pay all charges for light, heat and water furnished for or by reason of such occupancy.

(6) That full jurisdiction and control of the premises covered by this permit shall be and remain in the Park Department, and this permit shall be revocable at any time and at the uncontrolled discretion of the Park Department.

(7) That the general public shall not be wholly or permanently excluded from the building or portion of building covered by this permit; provided, however, that reasonable restrictions may be made, consistently with the right of the public to the use and enjoyment of the park and the building therein, to enable the party of the second part to use the premises for the purposes for which the same are allocated. Any such restrictions shall, before the same are put into effect, be submitted to and receive the written approval of the Park Department.

(8) That the use and occupancy provided for by this permit shall also be subject to such uniform and proper rules and regulations as the Park Department are authorized to make and enforce under the provisions of said Ordinance No. 1013 (New Series) for the use, occupancy, maintenance and care of such buildings or part of buildings as are authorized to be allocated for partial use and occupancy under said ordinance.

IN WITNESS WHEREOF, This permit is executed by the City of San Diego, acting by and through the Superintendent of Parks of said City, party of the first part, and the party of the second part THE SAN DIEGO SYMPHONY ORCHESTRA ASSOCIATION, the day and year in this permit first above written.

THE CITY OF SAN DIEGO.

By J.G.MORLEY, Superintendent of Parks.

THE SAN DIEGO SYMPHONY ORCHESTRA ASSOCIATION

By MRS. MARSHALL O. TERRY, President.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Occupancy Permit to San Diego Symphony Orchestra Association for use of the Palace of Entertainment. Being Document No. 307195.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California

By Helen M. Willey Deputy.

PREFERENTIAL, NON-EXCLUSIVE USE AND OCCUPANCY PERMIT

THIS PERMIT AGREEMENT, made this 1st day of March, 1938, between THE CITY OF SAN DIEGO, acting by and through the Superintendent of Parks thereof, hereinafter sometimes designated as the "City", party of the first part; and Balboa Tennis Club, party of the Second Part, WITNESSETH:

THAT WHEREAS, under and subject to the provisions of Ordinance No. 1013 (New Series) of the ordinances of the City, non-commercial, local societies, groups and organizations engaged in civic, social, educational, cultural, recreational or philanthropic work or activities; may, at the discretion of the Park Department of the City and subject to ratification by the City Council, be permitted to establish and maintain regular meeting places and headquarters in certain premises belonging to the City located in Balboa Park; and

WHEREAS, the party of the second part is a non-commercial body engaged in promotion of tennis.

NOW, THEREFORE, in consideration of the covenants and agreements to be kept and performed by the party of the second part and upon the terms and conditions for the purposes, all as hereinafter contained, the City does hereby grant to the party of the second part a revocable, preferential, but non-exclusive, permit for the use and occupancy of Balboa Park Tennis Courts.

This permit is granted upon the following terms and conditions, and the party of the second part, in consideration of the granting thereof, hereby covenants and agrees that it will faithfully keep, perform and in all respects be bound by each and every such term and condition, to-wit:

(1) Any and all profit remaining in the treasury of the Balboa Tennis Club, after payment of properly maintaining the tennis courts, shall be paid to the City of San Diego as rental for the use of the courts.

(2) Party of the second part shall save the City harmless from any claim of damage or injury to person or property that may result from such occupancy.

(3) That the City shall not be required to incur any expense or obligation to improve, repair or reconstruct any portion of the premises or portion covered by the permit; and that the party of the second part shall, at its own expense, at all times maintain the premises or space covered by this permit in a safe, clean and sanitary condition and promptly, when required so to do by the Park Department, make any repairs of damage or depreciation resulting from the occupancy.

(4) Party of the second part shall pay to the City for such use and occupancy the sum of one dollar per year Dollars (\$1.00).

(5) That the party of the second part shall be required to be responsible for and to pay all charges for light, heat and water furnished for or by reason of such occupancy.

(6) That full jurisdiction and control of the premises covered by this permit shall be and remain in the Park Department, and this permit shall be revocable at any time and at the uncontrolled discretion of the Park Department.

(7) That the general public shall not be wholly or permanently excluded from the premises or portion of premises covered by this permit; provided, however, that reasonable restrictions may be made, consistently with the right of the public to the use and enjoyment of the park and the facilities therein, to enable the party of the second part to use the premises for the purposes for which the same are allocated. Any such restrictions shall, before the same are put into effect, be submitted to and receive the written approval of the Park Department.

(8) That the use and occupancy provided for by this permit shall also be subject to such uniform and proper rules and regulations as the Park Department are authorized to make and enforce under the provisions of said Ordinance No. 1013 (New Series) for the use, occupancy, maintenance and care of such premises as are authorized to be allocated for partial use and occupancy under said ordinance.

IN WITNESS WHEREOF, this permit is executed by the City of San Diego, acting by and through the Superintendent of Parks of said City, party of the first part, and the party of the second part Balboa Tennis Club the day and year in this permit first above written.

THE CITY OF SAN DIEGO.

By J.G.MORLEY, Superintendent of Parks.

E.T.GUYMON, JR, President

Balboa Tennis Club.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Occupancy Permit with Balboa Tennis Club. Being Document No. 307218.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.

By Helen M. Willig Deputy.

A G R E E M E N T

WHEREAS, E.L.KIER, is the owner of the south 100 ft. of Lots 19-22,Block 110 Sub-division University Heights, and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of the City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 25th day of March, 1938, by E.L.Kier that he will, for and in consideration of the permission granted him to remove 20 feet of curbing on Kansas St. & 20 ft. on El Cajon Ave. adjacent to the above described property, bind him to, and he hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of the City of San Diego.

He further agrees that this agreement shall be binding on E.L.Kier, his heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

E.L.KIER
Owner's Name
662 Russ Bldg. San Francisco, Calif.
Address

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,}ss

On this 25th day of March,A.D.Nineteen Hundred and 38, before me, Lillian C. Brittain, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared E. L. Kier known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

LILLIAN C. BRITTAIN
Notary Public in and for the County of San Diego,
State of California.

(SEAL)
My Commission Expires,
Feb. 18, 1940;

RECORDED APR. 1 1938 30 Min. past 9 A.M. In Book 766 At Page 135 of Official Records, San Diego Co., Cal. Recorded at Request of City of San Diego.
ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.
L. SHANNON
Copyist County Recorder's Office,S.D.County,Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from E.L.Kier to the City of San Diego, California. Being Document No. 307232.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California

By Helen M. Willig Deputy.

UNDERTAKING FOR STREET LIGHTING.
UNIVERSITY AVENUE LIGHTING DISTRICT NO.2

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and The Aetna Casualty And Surety Company, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of FOUR HUNDRED NINE DOLLARS (\$409.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 28th day of March, 1938.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into contract with said The City of San Diego, under and pursuant to Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), to do all work upon FOURTH AVENUE, between the south line of Washington Street and the north line of Robinson Avenue; FIFTH AVENUE, between the south line of University Avenue and the north line of Robinson Avenue; and UNIVERSITY AVENUE, between the east line of Third Avenue and the westerly line of Park Boulevard, in the City of San Diego, California, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY,Principal.
By W.F.RABER,President

(SEAL) ATTEST:
J.A.CANNON, Secretary.

THE AETNA CASUALTY AND SURETY COMPANY, Surety.
By A.P.MULLER,Resident Vice-President.

(SEAL) ATTEST:
E.L.TOLSON, Resident Assistant Secretary.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 28th day of March, in the year nineteen hundred thirty-eight, before me, Frances S. Bowers, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared A.P. Muller, known to me to be the Resident Vice-President and E.L. Tolson, known to me to be the Resident Assistant Secretary of the Aetna Casualty and Surety Company, the corporation which executed the within and annexed instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL) FRANCES S. BOWERS
Notary Public in and for said San Diego County,
State of California.

I hereby approve the form of the foregoing Undertaking this 29th day of March, 1938.
D.L. AULT, City Attorney
By J.H. McKINNEY, Deputy City Attorney.

I HEREBY CERTIFY that the Council of the City of San Diego did by Resolution No. 67308 passed and adopted on the 15th day of March, 1938, require and fix the sum of \$409.00 as the penal sum of the foregoing Undertaking.

(SEAL) ALLEN H. WRIGHT
City Clerk of the City of San Diego.
By FRED W. SICK,
Deputy.

CONTRACT FOR STREET LIGHTING UNIVERSITY AVENUE LIGHTING DISTRICT NO. 2

THIS AGREEMENT, made and entered into this 5th day of April, 1938, by and between SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Council of the City of San Diego, has been awarded the contract for the work hereinafter mentioned,

NOW, THEREFORE, the respective parties hereto do promise and agree as follows, to-wit:

Said first party, for the consideration hereinafter mentioned, promises and agrees with the said second party, that it will do and perform, or cause to be done and performed, in a good and workmanlike manner, under the supervision of the City Engineer of said City, all of the following work, to-wit: The furnishing of electric current for the lighting of the ornamental street lights located on the curb lines of the following streets in the City of San Diego, California, to-wit:

FOURTH AVENUE between the south line of Washington Street and the north line of Robinson Avenue;

FIFTH AVENUE between the south line of University Avenue and the north line of Robinson Avenue; and

UNIVERSITY AVENUE between the east line of Third Avenue and the westerly line of Park Boulevard.

Such furnishing of electric current shall be for a period of one year from and including March 16, 1938, to-wit, to and including March 15, 1939.

All of said work shall be done strictly in accordance with the plans and specifications contained in the report of the City Engineer of said City, being document entitled: "Engineer's Report and Assessment for University Avenue Lighting District No. 2", filed December 31, 1937 in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of One Thousand Six Hundred Thirty-five Dollars (\$1635.00) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City designated as "University Avenue Lighting District No. 2 Fund."

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of One Thousand Six Hundred Thirty-five Dollars (\$1635.00) shall be paid out of any other fund than said special fund designated as "University Avenue Lighting District No. 2 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), and acts amendatory thereof and supplemental thereto, and that in pursuance of said Act an assessment has been levied for said sum of One Thousand Six Hundred Thirty-five Dollars (\$1635.00).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said Act of the Legislature, will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached by its proper officers thereunto duly authorized, and the said second party has caused these presents to be executed by a majority of the members of the Council of said City of San Diego, and attested by the City Clerk of said City, the day and year first hereinabove written.

(SEAL) ATTEST: SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY,
J.A. CANNON, Secretary. By W.F. RABER, President.

THE CITY OF SAN DIEGO.

By P.M. BENBOUGH
W.C. CRANDALL
RAYMOND M. WANSLEY
ADDISON E. HOUSH
HERBERT E. FISH
BRUCE R. STANNARD
JOHN S. SIEBERT

Members of the Council.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy.

I hereby approve the form of the foregoing Contract, this 29th day of March, 1938.

D.L. AULT, City Attorney
By J.H. MCKINNEY, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract for University Avenue Lighting District No. 2. Being Document No. 307318.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.

By Helena M. Wilkins Deputy.

L E A S E

THIS AGREEMENT, made and entered into this 1st day of April, 1938, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated as the City, and JOE WHITT, of Chula Vista, California, hereinafter designated as the Lessee; WITNESSETH:

That the City, for and in consideration of the payment of the rents to be paid by the Lessee, as hereinafter set forth, and in consideration of the covenants of the Lessee hereinafter set out and their faithful performance by such Lessee, and upon and subject to the terms, conditions and reservations herein set forth, does by these presents lease, demise and let unto the said Lessee the following described property, situate in the County of San Diego, State of California, to-wit:

The northeast quarter of the northeast quarter of Section 5; the northwest quarter of the northwest quarter, the south half of the northeast quarter of the northwest quarter and the south 5 acres of the north half of the northeast quarter of the northwest quarter of Section 4, all in Township 19 south, Range 2 west, S.B.B.M., being 105 acres of land, more or less, in the Tia Juana Valley;

Subject, however, to all easements, encumbrances and liens of every kind, nature and description whatsoever, existing against or in respect to said property.

For a term of three (3) years, beginning on the 1st day of April, 1938, and ending on the 31st day of March, 1941, at the following rentals: One Hundred Seventy-six Dollars (\$176.00) per year payable in advance at the office of the Lessor annually during said term.

In consideration of the covenants herein contained the parties hereto agree as follows:

First. That the above described premises are leased to said lessee for stock grazing and agricultural purposes only, and for no other purpose or purposes.

Second. That this lease shall not be assigned or transferred, nor shall the said lessee have the right to sublet the leased premises, or any part thereof, without the consent in writing of the Council of said City.

Third. That the City reserves all gas, oil and mineral rights in and on said premises herein leased, with the right to go upon said property and prospect or drill for oil, gas and minerals.

Fourth. That the lessee shall keep and maintain said premises in as good repair and condition as he may receive them at his own expense (ordinary wear and tear and the acts of God excepted) and the said City shall not be called upon to make any expenditures or repairs on said premises.

Fifth. The City reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of same, and/or for the purpose of drilling, operating and maintaining wells and pipelines on said premises, and for the purpose of making repairs to or developing the water system of said City; but the City shall not be required to furnish any water on said premises, except for domestic purposes, where mains and connections are installed, and then only according to the terms of Ordinances No. 8210 (New Series), 861 (New Series), and amendments thereto.

Sixth. That the said lessee, paying the said rent and performing the covenants and agreements aforesaid, shall and may at all times during the said term, peaceably and quietly have, hold and enjoy the said premises for the term aforesaid.

Seventh. Said lessee agrees that on the last day of said term, or other sooner termination of this lease, the said lessee shall and will peaceably and quietly leave, surrender and yield up unto said City the said premises, in as good state and condition as the same are now in or may be put into, reasonable use and wear thereof and damage by the elements excepted.

Eighth. It is understood and agreed by the said parties that the said City may terminate this lease at any time by giving sixty days' notice of such termination to the lessee, and by tendering to said lessee a proportionate part of any rentals paid in advance by said lessee.

Ninth. It is further agreed by and between the parties hereto that in case of the violation by the lessee of any of the terms and conditions of this lease, the City may either terminate this lease upon notice and take possession of the premises, or may enter and possess the same as the agent of the lessee and for its account.

Tenth. That the Lessee shall construct such stock proof fences along the exterior boundary lines of said land as required, at his own expense, such fences to become the property of the City upon the termination of this lease.

Eleventh. That the City shall not be liable for any damages resulting from injury to stock grazed or pastured on said leased land.

Twelfth. That Lessee shall have the right to remove all buildings and other structures placed on the land during his tenancy immediately upon termination of this lease.

It is understood and agreed that a waiver by the City of any default hereunder shall not be considered, nor held to be, a waiver of any subsequent or other default, and also that consent to the subletting of said premises or any part thereof, or to the assignment of this lease, shall not be construed or consent to any other or subsequent subletting or assignment.

It is understood and agreed that if the Lessee shall make default in the performance of any of the terms, conditions or covenants of this lease by the Lessee to be kept, observed or performed, Lessee will in such case pay to the City the expenses and costs incurred by the City in any action which may be commenced by the City based on, or arising out of, any such default, including a reasonable attorney's fee.

IN WITNESS WHEREOF, this agreement is executed by the City of San Diego, acting by and through the City Manager of said City, under and pursuant to Resolution No. 67315, of the Council, authorizing such execution, and said Lessee has hereunto subscribed his name, the day and year first hereinabove written.

The CITY OF SAN DIEGO.
By R.W.FLACK, City Manager

JOE WHITT, Lessee

I HEREBY APPROVE the form of the foregoing Lease this 12 day of March, 1938.
D.L.AULT, City Attorney
By H.B.DANIEL, Assistant City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Joe Whitt on land in Tia Juana Valley. Being Document No. 307393.
ALLEN H. WRIGHT
City Clerk of the City of San Diego, California
By Helen M. Willey Deputy.

A G R E E M E N T

WHEREAS, Donald Ross are, is the owner of Lot 35 & 36 Block 2 Subdivision Wilshire Terrace, and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of the City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 1st day of April, 1938, by Donald Ross that I will, for and in consideration of the permission granted me to remove 8 1/2 feet of curbing on 43rd street adjacent to the above described property, bind myself to, and do hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of the City of San Diego.

He further agrees that this agreement shall be binding on him, his heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

DONALD ROSS
Owner's Name
4344 - 43rd
Address.

STATE OF CALIFORNIA,) ss
COUNTY OF SAN DIEGO,)

On this 1st day of April, A.D. Nineteen Hundred and 38, before me, Fred W. Sick a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Donald Ross known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

FRED W. SICK
Notary Public in and for the County of San Diego,
State of California.

(SEAL)

RECORDED APR 7 1938 28 Min. past 3 P.M. In Book 764 At Page 238 of Official Records, San Diego Co., Cal. Recorded At Request of City of San Diego.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.
O. PRYOR

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from Donald Ross to the City of San Diego, California. Being Document No. 307405.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California
By Helen M. Willey Deputy.

A G R E E M E N T

WHEREAS, Frank C. Harmon and Mary H. Harmon, (husband and wife), as joint tenants, are the owners of Lots 13, 15 and 16 of La Jolla Crest; and

WHEREAS, the provisions of Ordinance No. 8924 of the ordinances of the City of San Diego prohibit the erection of dwellings on said property closer to the rear property line than ten (10) feet, and prohibit building closer to the side property line than three (3) feet; and

WHEREAS, the undersigned has heretofore applied to the Council of the City of San Diego for a variance to the restrictions to erect a building on Lot 16 of the above-mentioned property, closer to the rear and side property lines than permitted by said ordinance; and

WHEREAS, the Council of said City has by Resolution No. 67412 suspended the provisions of said ordinance with respect to said property and has granted permission to the undersigned to erect a building closer to the rear and side property lines on the condition and for and in consideration that the undersigned will at all times maintain the rear 16.4 feet of said Lot 13 and also maintain the westerly five (5) feet of said Lot 15 free and clear of buildings; NOW, THEREFORE,

WITNESS THIS AGREEMENT, signed and executed this 4th day of April, 1938, by FRANK C. HARMON and MARY H. HARMON, that they will, for and in consideration of the permission granted them to erect a building on the above described property to 3' 8" from the rear line and 1' 0" from the side property line, bind themselves to, and they hereby by these presents agree, to at all times maintain a rear yard of 16' 4" on said Lot 13 and also a side yard of five (5) feet on said Lot 15.

They further agree that this agreement shall be binding on themselves, their heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

FRANK C. HARMON
Mrs. MARY H. HARMON
Owners
7316 Ead Ave.
Address

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 4th day of April, A.D. Nineteen Hundred and Thirty-eight, before me, Fred W. Sick, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Frank C. Harmon and Mary H. Harmon known to me to be the persons described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

FRED W. SICK
Notary Public in and for the County of San Diego,
State of California.

(SEAL)
My Commission Expires,
May 15, 1939.

RECORDED APR 7 1938 27 Min. past 3 P.M. In Book 752 At Page 480 of Official
Records, San Diego Co., Cal. Recorded At Request of City of San Diego.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.
E. DRUMMOND

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement of Frank C. Harmon et ux to the City of San Diego, California. Being Document No. 307419.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California

By Helen M. Willig Deputy.

A G R E E M E N T

WHEREAS, Mabel Hall, is the owner of 283-5-6-39 Street So. Lot 11-12, Block 1, Subdivision Zschocketts Sub. and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the Ordinances of the City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 21st day of March, 1938, by Mabel Hall that she will, for and in consideration of the permission granted her to remove 12 feet of curbing on 39th Street street adjacent to the above described property, bind herself to, and does hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs her so to do, and comply therewith at her own expense and with no cost or obligation on the part of the City of San Diego.

She further agree that this agreement shall be binding on ____, her heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

MABEL HALL
Owner's Name
283 So. 39th Street
Address

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 21 day of March, A.D. Nineteen Hundred and thirty-eight, before me, Fred Lane a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Mabel Hall known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

FRED LANE
Notary Public in and for the County of San Diego,
State of California.

(SEAL)
My Commission Expires,
Feb. 7, 1942.

RECORDED APR 12 1938 31 Min. past 3 P.M. In Book 765 At Page 316 of Official
Records, San Diego Co., Cal. Recorded At Request of City of San Diego.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.
ORPHA HARBAUGH #18

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from Mabel Hall to the City of San Diego, California. Being Document No. 307462.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California

By Helen M. Willig Deputy.

UNDERTAKING FOR STREET LIGHTING.
TALMADGE PARK LIGHTING DISTRICT NO. 2.

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of NINETY-EIGHT DOLLARS (\$98.00) lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 11th day of April, 1938.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into contract with said the City of San Diego, under and pursuant to Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), to do all work upon HART DRIVE, for its entire length; ARGOS DRIVE, for its entire length; ALDER PLACE, for its entire length; and JEFFERSON STREET, between the westerly line of Talmadge Park Unit No. 2 and its termination in Alder Place, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof.

NOW, THEREFORE, the condition of this obligation is such that if the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

(SEAL) ATTEST:
J.A.CANNON, Secretary.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, Principal.
By W.F.RABER, President

(SEAL) ATTEST:
E.L.TOLSON, Resident Assistant Secretary.

THE AETNA CASUALTY AND SURETY COMPANY, Surety
By PAUL WOLCOTT, Resident Vice-President

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,) ss

On this 11th day of April, in the year nineteen hundred thirty-eight, before me, Frances S. Bowers, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Paul Wolcott, known to me to be the Resident Vice-President and E.L. Tolson, known to me to be the Resident Assistant Secretary of the Aetna Casualty and Surety Company, the corporation which executed the within and annexed instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL) FRANCES S. BOWERS
Notary Public in and for said San Diego County,
State of California.

I hereby approve the form of the foregoing Undertaking this 11th day of April, 1938.

D.L.AULT, City Attorney
By J.H.MCKINNEY, Deputy City Attorney.

I HEREBY CERTIFY that the Council of the City of San Diego did by Resolution No. 67349 passed and adopted on the 29th day of March, 1938, require and fix the sum of \$98.00 as the penal sum of the foregoing Undertaking.

(SEAL) ALLEN H. WRIGHT
City Clerk of the City of San Diego.
By FRED W. SICK
Deputy.

CONTRACT FOR STREET LIGHTING.
TALMADGE PARK LIGHTING DISTRICT NO. 2.

THIS AGREEMENT, made and entered into this 12th day of April, 1938, by and between SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Council of the City of San Diego, has been awarded the contract for the work hereinafter mentioned,

NOW, THEREFORE, the respective parties hereto do promise and agree as follows, to-wit:

Said first party, for the consideration hereinafter mentioned, promises and agrees with the said second party, that it will do and perform, or cause to be done and performed, in a good and workmanlike manner, under the supervision of the City Engineer of said City, all of the following work, to-wit: The furnishing of electric current for the lighting of the ornamental street lights located on:

- HART DRIVE, for its entire length;
- ARGOS DRIVE, for its entire length;
- ALDER PLACE, for its entire length; and

JEFFERSON STREET, between the westerly line of Talmadge Park Unit No. 2 and its termination in Alder Place.

Such furnishing of electric current shall be for a period of one year from and including April 1, 1938, to-wit, to and including March 31, 1939.

All of said work shall be done strictly in accordance with the plans and specifications contained in the report of the City Engineer of said City, being document entitled, "Engineer's Report and Assessment for Talmadge Park Lighting District No. 2", filed January 14, 1938 in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of Three Hundred Ninety and 60/100 Dollars (\$390.60) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Talmadge Park Lighting District No. 2 Fund."

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract,

either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of Three Hundred Ninety and 60/100 Dollars (\$390.60) shall be paid out of any other fund than said special fund designated as "Talmadge Park Lighting District No. 2 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), and acts amendatory thereof and supplemental thereto, and that in pursuance of said Act an assessment has been levied for said sum of Three Hundred Ninety and 60/100 Dollars (\$390.60).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said Act of the Legislature, will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached by its proper officers thereunto duly authorized, and the said second party has caused these presents to be executed by a majority of the members of the Council of said City of San Diego, and attested by the City Clerk of said City, the day and year first hereinabove written.

(SEAL) ATTEST:
J.A.CANNON, Secretary.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
By W.F.RABER, President

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy.

THE CITY OF SAN DIEGO
By P.J.BENBOUGH
HERBERT E. FISH
ADDISON E. HOUSH
RAYMOND M. WANSLEY
W.C.CRANDALL
JOHN S. SIEBERT
Members of the Council.

I HEREBY APPROVE the form of the foregoing Contract, this 11th day of April, 1938.
D.L.AULT, City Attorney
By J.H.McKINNEY, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract for Talmadge Park Lighting Dist. #2. Being Document No. 307497.
ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.

By Allen H. Wright Deputy.

UNDERTAKING FOR STREET LIGHTING
TALMADGE PARK LIGHTING DISTRICT NO. 1.

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of ONE HUNDRED SIXTY-FOUR DOLLARS (\$164.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this _____ day of April, 1938.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into contract with said The City of San Diego, under and pursuant to Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), to do all work upon VAN DYKE AVENUE, between the southerly and northerly boundary lines of Talmadge Park; TALMADGE DRIVE, for its entire length; and ADAMS AVENUE, between the westerly line of Talmadge Park and the westerly line of Talmadge Drive, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof.

NOW, THEREFORE, the condition of this obligation is such that if the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

(SEAL) ATTEST:
J.A.CANNON, Secretary.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, Principal.
By W.F.RABER, President

(SEAL) ATTEST:
E.L.TOLSON, Resident Assistant Secretary.

THE AETNA CASUALTY AND SURETY COMPANY, Surety.
By PAUL WOLCOTT, Resident Vice-President.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,) ss

On this 11th day of April, in the year nineteen hundred thirty-eight, before me, Frances S. Bowers, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Paul Wolcott, known to me to be the Resident Vice-President and E.L.Tolson, known to me to be the Resident Assistant Secretary of the Aetna Casualty and Surety Company, the corporation which executed the within and annexed instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

FRANCES S. BOWERS
Notary Public in and for said San Diego County,
State of California.

I hereby approve the form of the foregoing Undertaking this 11th day of April, 1938.

D.L.AULT, City Attorney
By J.H.McKINNEY, Deputy City Attorney.

I HEREBY CERTIFY that the Council of the City of San Diego did by Resolution No. 67348 passed and adopted on the 29th day of March, 1938, require and fix the sum of \$164.00 as the penal sum of the foregoing Undertaking.

(SEAL)

ALLEN H. WRIGHT
City Clerk of the City of San Diego.
By FRED W. SICK
Deputy.

CONTRACT FOR STREET LIGHTING.
TALMADGE PARK LIGHTING DISTRICT NO. 1.

THIS AGREEMENT, made and entered into this 12th day of April, 1938, by and between SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Council of the City of San Diego, has been awarded the contract for the work hereinafter mentioned.

NOW, THEREFORE, the respective parties hereto do promise and agree as follows, to-wit:

Said first party, for the consideration hereinafter mentioned, promises and agrees with the said second party, that it will do and perform, or cause to be done and performed, in a good and workmanlike manner, under the supervision of the City Engineer of said City, all of the following work, to-wit: The furnishing of electric current for the lighting of the ornamental street lights located on:

VAN DYKE AVENUE, between the southerly and northerly boundary lines of Talmadge Park;

TALMADGE DRIVE, for its entire length; and
ADAMS AVENUE, between the westerly line of Talmadge Park and the westerly line of Talmadge Drive.

Such furnishing of electric current shall be for a period of one year from and including April 1, 1938, to-wit, to and including March 31, 1939.

All of said work shall be done strictly in accordance with the plans and specifications contained in the report of the City Engineer of said City, being document entitled: "Engineer's Report and Assessment for Talmadge Park Lighting District No. 1", filed January 11, 1938 in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of Six Hundred Fifty-five and 20/100 Dollars (\$655.20) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Talmadge Park Lighting District No. 2 Fund."

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of Six Hundred Fifty-five and 20/100 Dollars (\$655.20) shall be paid out of any other fund than said special fund designated as "Talmadge Park Lighting District No. 2 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), and acts amendatory thereof and supplemental thereto, and that in pursuance of said Act an assessment has been levied for said sum of Six Hundred Fifty-five and 20/100 Dollars (\$655.20).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said Act of the Legislature, will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached by its proper officers thereunto duly authorized, and the said second party has caused these presents to be executed by a majority of the members of the Council of said City of San Diego, and attested by the City Clerk of said City, the day and year first hereinabove written.

(SEAL) ATTEST:
J.A.CANNON, Secretary.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
By W.F.RABER, President

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy.

THE CITY OF SAN DIEGO.
By P.J.BENBOUGH
HERBERT E. FISH
ADDISON E. HOUSH
RAYMOND M. WANSLEY
W.C.CRANDALL
JOHN S. SIEBERT
Members of the Council.

I hereby approve the form of the foregoing Contract, this 11th day of April, 1938.
D.L.AULT, City Attorney
By J.H.McKINNEY, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract for Talmadge Park Lighting District #1. Being Document No. 307498.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California

By Helen M. Wallig Deputy.

A G R E E M E N T

WHEREAS, Hector J. and Hazel Martino are, the owners of No. 60' Lot 38-39, Block 40 Subdivision Nor. Hts. and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the Ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 16th day of March, 1938, by Hector J. and Hazel Martino that they will, for and in consideration of the permission granted them to remove 80 feet of curbing on Adams Ave. & Hawley Bvd. adjacent to the above described property, bind themselves to, and do hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, and comply therewith at their own expense and with no cost or obligation on the part of the City of San Diego.

They further agree that this agreement shall be binding on each or both, their heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

HAZEL MARTINO
HECTOR J. MARTINO
Owner's Name
404 Bon Air St. La Jolla, Calif.
Address.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 16th day of March A.D. Nineteen Hundred and thirty-eight, before me, Charles Smith a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Hazel Martino & Hector Martino known to me to be the persons described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

CHARLES SMITH
Notary Public in and for the County of San Diego,
State of California.

(SEAL)
My Commission Expires,
Sept. 1, 1941.

RECORDED APR. 13 1938 11 Min. past 3 P.M. In Book 763 At Page 409 of Official Records, San Diego Co., Cal. Recorded At Request of City of San Diego.

ROGER N. HOWE, County Recorder
By Deputy H.I. ERB

I certify that I have correctly transcribed this document in above mentioned book.
BEER, ZETTA J.
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from Hector J. Martino et ux to the City of San Diego, California. Being Document No. 307539.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.

By Helen M. Willis Deputy.

A G R E E M E N T

WHEREAS, Chas. T. & Anna H. Ufen are, the owners of Real Estate Lots E.75' Lots 46,47,48, Block 55, Subdivision City Hts. according to Amended Map thereof #1007, San Diego, Calif. and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 18th day of March, 1938, by Chas. & Anna H. Ufen that they will, for and in consideration of the permission granted themselves to remove 60 feet of curbing on 39th St. & Univ. St. street adjacent to the above described property, bind themselves to, and do hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, and comply therewith at their own expense and with no cost or obligation on the part of the City of San Diego.

Do further agree that this agreement shall be binding on themselves, their heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

CHAS. T. UFEN & ANNA H. UFEN
Owner's Name
3817 University Ave.
Address.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 18 day of March, A.D. Nineteen and Thirty-eight, before me, J. Gunsallus, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Chas. T Ufen and Anna H. Ufen known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

J. GUNSALLUS
Notary Public in and for the County of San Diego,
State of California.

(SEAL)
My Commission Expires,
June 15, 1940.

RECORDED APR 13 1938 11 Min. past 3 P.M. In Book 763 At Page 408 of Official Records, San Diego Co., Cal. Recorded At Request of City of San Diego.

ROGER N. HOWE, County Recorder
By Deputy H.I.ERB

I certify that I have correctly transcribed this document in above mentioned book.
ZETTA J. BEER
Copyist County Recorder's Office, S.D.County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from Chas. T. Ufen & Anna H. Ufen to the City of San Diego, California. Being Document No. 307540.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California

By Helen M. Wilby Deputy.

A G R E E M E N T

WHEREAS, Blanche F. Joy is the owner of Lot 23, Resubdivision of a portion of Block 54, La Jolla Park, according to map thereof No. 1529, filed in the office of the County Recorder of San Diego County, Feb. 6th, 1913 and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of the City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 13th day of April, 1938, by Blanche F. Joy that she will, for and in consideration of the permission granted her to remove feet of curbing on Herschel street adjacent to the above described property, bind hereto, and she hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs her so to do, and comply therewith at her own expense and with no cost or obligation on the part of the City of San Diego.

She further agrees that this agreement shall be binding on her, ___ heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

BLANCHE F. JOY
Owner's Name
7154 Eads Ave. La Jolla
Address

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)ss

On this 13th day of April, A.D. Nineteen Hundred and thirty-eight, before me, Luther Brown a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Blanche F. Joy known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in La Jolla, County of San Diego, State of California, the day and year in this certificate first above written.

LUTHER BROWN
Notary Public in and for the County of San Diego,
State of California.

(SEAL)
My Commission Expires,
March 22, 1940.

RECORDED APR 13 1938 11 Min. past 3 P.M. In Book 766 At Page 238 of Official Records, San Diego Co. Cal. Recorded At Request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H.I.ERB

I certify that I have correctly transcribed this document in above mentioned book.
L. SHANNON
Copyist County Recorder's Office, S.D.County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from Blanche F. Joy to the City of San Diego, California. Being Document No. 307541.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California

By Helen M. Wilby Deputy.

A G R E E M E N T

WHEREAS, James L. Stroup, is the owner of Lot 25, 26, 27, 28, Block 186 Subdivision University Heights, and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the Ordinances of the City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 12th day of April, 1938, by James L. Stroup that he will, for and in consideration of the permission granted him to remove 20 feet of curbing on Richmond street adjacent to the above described property, bind himself to, and does hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs he so to do, and comply therewith at his own expense and with no cost or obligation on the part of the City of San Diego.

I further agree that this agreement shall be binding on myself, my heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

JAMES L. STROUP
Owner's Name
3788 Ibis St.
Address.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 12th day of April, A.D. Nineteen Hundred and thirty-eight, before me, Patrick T. Dooley a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared James L. Stroup known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL) PATRICK T. DOOLEY
Notary Public in and for the County of San Diego,
State of California.

RECORDED APR 13 1938 11 Min. past 3 P.M. In Book 766 At Page 237 of Official
Records San Diego Co., Cal. Recorded At Request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H.I. ERB

I certify that I have correctly transcribed this document in above mentioned book.
L. SHANNON

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from James L. Stroup to the City of San Diego, California. Being Document No. 307542.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California

By Helen M. Wallig Deputy.

A G R E E M E N T

THIS AGREEMENT, made and entered into this 31st day of March, 1938, by and between the DEPARTMENT OF PUBLIC WORKS of the State of California, hereinafter designated as the "Department", and THE CITY OF SAN DIEGO, a municipal corporation, hereinafter designated as the "City", WITNESSETH:

The Department authorizes the City to establish an official grade on Pacific Highway, State Highway XI-S.D.-2-SD, between the south line of Market Street and the westerly prolongation of the south line of Market Street, and the north line of Market Street and the westerly prolongation of the north line of Market Street; also, between the northwesterly line of Laurel Street and the southwesterly prolongation of the northwesterly line of Laurel Street, and the northwesterly line of Bean Street and the southwesterly prolongation of the northwesterly line of Bean Street; and to change the grade on portions of Pacific Highway, between the north line of Market Street and the westerly prolongation of the north line of Market Street, and the northwesterly line of Laurel Street and the southwesterly prolongation of the northwesterly line of Laurel Street, and between the northwesterly line of Bean Street and the southwesterly prolongation of the northwesterly line of Bean Street, and the northeasterly prolongation of the northwesterly line of Barnett Avenue, in the City of San Diego, in conformance with the provisions of Chapter 901 of the Statutes of 1937.

The grade so to be established or changed is hereby specified to be that grade which is shown on map marked Exhibit "A" and attached hereto, and by this reference made a part of this agreement.

The City agrees to take legal proceedings forthwith for the establishment or change of such grades.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

(SEAL)

C.H. PURCELL
State Highway Engineer
By G. McCLEARY
Assistant State Highway Engineer

THE DEPARTMENT OF PUBLIC WORKS
Of The State of California.
By EDWARD V. NERON
Deputy Director of Public Works

Approved as to form:
C.R. Montgomery, Attorney.

THE CITY OF SAN DIEGO.
By R.W. FLACK, City Manager.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with State Department of Public Works for establishment of grade of Pacific Highway. Being Document No. 307592.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California

By Helen M. Wallig Deputy.

U.S.G.CO. BOND # 1151504

KNOW ALL MEN BY THESE PRESENTS, That UNITED STATES PIPE & FOUNDRY COMPANY, as Principal and UNITED STATES GUARANTEE COMPANY a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of EIGHT HUNDRED EIGHTY DOLLARS (\$880.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds _____, successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 11th day of April, 1938.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with the City of San Diego, to
Furnish and deliver:

4000 - Feet 6" Class 250, B & S, Super-deLavaud centrifugal cast iron pipe, in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

NOW, THEREFORE, if the said principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

(SEAL) ATTEST:
CHAS. R. RAUTH, Secretary.

UNITED STATES PIPE & FOUNDRY COMPANY, Principal.
By D.B.STOKES, V.P.

(SEAL)

UNITED STATES GUARANTEE COMPANY, Surety.
By CELIA R. PETAR, Attorney-in-Fact.
And A.O.FISKE, Attorney-in-Fact.

STATE OF CALIFORNIA,)
CITY AND COUNTY OF (ss
SAN FRANCISCO,)

On this 11th day of April, in the year nineteen hundred and 1938, A.D., before me, Irene Murphy, a Notary Public in and for the said City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared Celia R. Petar and A.O. Fiske, known to me to be the Attorneys in Fact of the Corporation which executed the within and annexed instrument, and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in said city and county the day and year in this certificate first above written.

IRENE MURPHY

Notary Public in and for the City and County of
San Francisco, State of California.

(SEAL)
My Commission expires,
Mar. 10, 1942.

I hereby approve the form of the within Bond, this 19th day of April, 1938.

D.L.AULT, City Attorney
By H.B.DANIEL, Deputy City Attorney.

I HEREBY APPROVE the within Bond this 19th day of April, 1938.

R.W.FLACK, City Manager.

C O N T R A C T

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 19th day of April, 1938, by and between the CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and UNITED STATES PIPE & FOUNDRY COMPANY party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City:

4000 - feet 6" Class 250, B & S, Super-deLavaud centrifugal cast iron pipe, 18' lengths, in accordance with the specifications on file in the office of the City Clerk of said City under Document No. 307097.

Delivery f.o.b. R.E.Hazard's Yard, 2548 Kettner Boulevard, San Diego, California.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

Three Thousand Five Hundred Twenty Dollars (\$3520.00).

Said price includes the California State Sales Tax.

Said contractor agrees to begin delivery of said material immediately after the date of the execution of this contract, and to complete said delivery on or before the ____ day of ____, 192__.

Said City, in consideration of the furnishing and delivery of said material by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said material by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit:

Upon delivery of said material, and the acceptance of the same by the City Manager of said City, ninety per cent (90%) of the said contract price shall be paid said contractor, and ten per cent (10%) shall not become due and payable until a release shall have been executed and filed as hereinafter provided, and until five (5) days shall have elapsed after the expiration of the period within which liens may be filed under the provisions of Title IV, Part III, of the Code of Civil Procedure of the State of California. When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager of said City, and when a release of all claims against The City of San Diego under or by virtue of the contract shall have been executed by the contractor, and when five (5) days shall have elapsed after the expiration of the period within which liens may be filed, as hereinabove provided, final payment will be made, at such time, and in such manner as provided by law, of any balance due, including the percentage withheld as above stated, or such portion thereof as may be due the contractor.

Said contractor hereby agrees that it will be bound by each and every part of this contract, and deliver and cause to be delivered all of said material, as herein specified.

No interest in this agreement shall be transferred by the contractor to any other party, and any such transfer shall cause annulment of this contract, so far as The City of San Diego is concerned. All rights of action, however, for any breach of this contract are reserved to said City.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of The City of San Diego, or the general laws in effect in said City, shall said City or any department, board or officer thereof, be liable for any portion of the contract price; also that no extra work shall be done by said contractor unless authorized and directed by resolution of said Council to that effect.

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of the City of San Diego, pursuant to and under Resolution No. 67406 of the Council authorizing such execution, and the contractor has caused this instrument to be executed, and its corporate name and seal to be hereunto affixed, by its proper officers, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO.

By R.W.FLACK, City Manager.

(SEAL) ATTEST:
CHAS. R. RAUTH, Secretary.

UNITED STATES PIPE & FOUNDRY COMPANY, Contractor
By D.B.STOKES, V.P.

I hereby approve the form of the foregoing contract, this 19th day of April, 1938.

D.L.AULT, City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with United States Pipe & Foundry Co. Being Document No. 307640.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.

By Helen M. Welling Deputy.

A G R E E M E N T

WHEREAS, BAY CITY BUILDING AND LOAN ASSOCIATION are, is the owner of #1179 Coast Boulevard, La Jolla, Calif. Por. Lots 1,2,3,Block 59 Subdivsion La Jolla Park and, WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of the City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 20th day of April, 1938, by Bay City Building and Loan Association that they will, for and in consideration of the permission granted them to remove 24 feet of curbing on Coast Blvd. street adjacent to the above described property, bind them to, and they hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, and comply therewith at their own expense and with no cost or obligation on the part of the City of San Diego,

They further agree that this agreement shall be binding on them, their heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

BAY CITY BUILDING & LOAN ASSOCIATION
Owner's Name
By HAROLD B. STARKEY, Exec.Vice-Pres.
By H.K.RUMBAUGH, Secretary
1202 - 4th Avenue, San Diego, Calif.
Address.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 20th day of April, A.D. Nineteen Hundred and thirty-eight, before me, Grace E. Claytor a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared H.K.Rumbaugh, Secretary known to me to be the person described in and whose name subscribed to the within instrument, and acknowledged to me that executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

GRACE E. CLAYTOR
Notary Public in and for the County of San Diego,
State of California.

(SEAL)
My Commission Expires,
Aug. 15, 1940.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 20th day of April, in the year One Thousand Nine Hundred and thirty-eight, before me, Grace E. Claytor a Notary Public in and for said County and State, personally appeared Harold B. Starkey known to me to be the Exec.Vice President, and H.K.Rumbaugh known to me to be the Secretary of the Corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

Witness my hand and official seal the day and year in this certificate first above written.

GRACE E. CLAYTOR
Notary Public in and for said County and State.

(SEAL)

RECORDED APR 25 1938 49 Min. past 9 A.M. In Book 772 At Page 129 of Official Records, San Diego Co., Cal. Recorded At Request of City of San Diego.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.
W.T.McCARTHY

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from Bay City Bldg. & Loan Assn. to the City of San Diego, California. Being Document No. 307653.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California

By Helen M. Welling Deputy.

A G R E E M E N T

WHEREAS, Catharine D. Hess are, is the owner of the property described lot 66-67 Block 5 Subdivision Chester Park and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of the City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 20th day of April, 1938, by Catharine D. Hess that she will, for and in consideration of the permission granted her to remove 130 feet of curbing on El Cajon Ave. & 47th St. street adjacent to the above described property, bind herself to, and does hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs her so to do, and comply therewith at her own expense and with no cost or obligation on the part of the City of San Diego.

She further agrees that this agreement shall be binding on herself, and her heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreement herein named.

CATHARINE D. HESS
Owner's Name
4113 Park Place, Kensington Park,
San Diego, California.
Address.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 20th day of April, A.D. Nineteen Hundred and thirty-eight before me, John C. Morris a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared CATHARINE D. HESS known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

JOHN C. MORRIS
Notary Public in and for the County of San Diego,
State of California.

(SEAL)
My Commission Expires,
Jan. 18, 1941.

RECORDED APR 23 1938 50 Min. past 9 A.M. In Book 771 At Page 168 of Official Records, San Diego Co., Cal. Recorded At Request of City of San Diego.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

I hereby certify that I have correctly transcribed this document in above mentioned book.

C. JOHNSON
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from Catharine D. Hess to the City of San Diego, California. Being Document No. 307678.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California
By Helen M. Wilby Deputy.

AGREEMENT LIMITING SERVICE OF WATER
TO MARY M.R.BIRCH, OWNER OF THAT PORTION OF JANAL RANCH KNOWN AS THE OLD BABCOCK HOME PLACE.

THIS AGREEMENT made and entered into between The City of San Diego, a municipal corporation, and Mary M.R.Birch, by and through her father, Stephen Birch, who is the duly and legally appointed guardian of the person and estate of said Mary M.R.Birch, WITNESSETH:

In consideration of the conveyance by the said Mary M.R.Birch to the City of San Diego of a parcel of land described as follows:

All that portion of land lying within the Rancho Janal, in the County of San Diego, State of California, described as follows:

Commencing at the northwest corner of Tract "A", as said Tract "A" is described in deed recorded in Book 389, page 259 of Deeds; thence south 38° 30' east 400.05 feet to an intersection with the outer boundary of the 100 foot strip adjoining and being above the 150 foot contour of the Lower Otay Reservoir, as shown on Map of Rancho Janal made by Lew B. Harris, being Map No. 989 filed in the office of the Recorder of said San Diego County; thence following the meander of said outer boundary of said 100 foot strip south 10° 23' west 145.38 feet; thence south 46° 37' east 149.52 feet; thence leaving the meander line of said outer boundary of said 100 foot strip north 70° 42' west 351.45 feet; thence North 0° 04' east 442.73 feet to the true point of beginning, containing 1.6 acres; in exchange for a parcel of land to be conveyed by the City to the said minor, described as follows:

All that portion of a right of way in the County of San Diego, State of California, for a private road 60 feet in width, being 30 feet on either side of said described center line, from the lands of City of San Diego at the Upper Otay Reservoir of said City of San Diego to the County Road, described as follows:

Commencing at a point south 38° 30' east a distance of 78.5 feet from the northwest corner of Tract "A", as said Tract "A" is described in deed recorded in Book 389, page 259, of Deeds; thence following an old road south 8° 00' west 110.0 feet; thence south 10° 30' west 238.7 feet; thence south 14° 00' east 142.8 feet; thence south 43° 00' west 142.0 feet; thence south 82° 30' west 257.0 feet; thence leaving said old road south 64° 00' west 306.25 feet; thence south 82° 30' west 183.0 feet to an intersection with the right of way of the present County Road at the southwest corner of the Orchard of E.S.Babcock, as said roadway is shown on map showing tract adjacent to Upper Otay Dam No. 988, made by Lew B. Harris, and filed in the office of the Recorder of said San Diego County May 21, 1906, containing 1.9 acres, more or less;

and of an exchange of properties between the Aleutian Development Company, a corporation, and The City of San Diego authorized by resolution of the City Council, being Resolution No. 67344, passed and adopted this 22nd day of March, 1938, and which exchange was entered into by the said Aleutian Development Company at the instance of the said Mary M.R.Birch, acting by and through her said legal guardian, in which said exchange the City of San Diego is acquiring lands of greater value than the lands conveyed by the City of San Diego, and said City is also acquiring lands of special value in connection with the operation of Lower Otay Reservoir; and

WHEREAS, the said Mary M.R.Birch is the owner of the residential estate located on that portion of the Janal Ranch lying and situate between the Upper Otay Reservoir and the Lower Otay Reservoir at a point where the distance between the boundaries of said two reservoirs is the shortest, and the said Mary M.R.Birch has been for several years last past taking water from the Upper Otay Reservoir without any limitation upon the quantity taken or used, and paying therefor at the rate of twenty-five cents per hundred cubic feet;

NOW, THEREFORE, in consideration of the premises and the agreements hereinafter expressed to be performed by the City of San Diego, the said Mary M.R.Birch, acting by and through her legal guardian, Stephen Birch, hereby renounces, releases and surrenders any and all claims to a right or rights for the use of water upon the lands of the said Mary M.R. Birch; by reason of the continued use during the past several years of water upon said lands, and especially admits and concedes that the said Mary M.R.Birch has not acquired any right by reason of such service running with the lands of said person to use water from the Upper

Otay Reservoir, or to be supplied with water by the City of San Diego except to the extent and under the conditions hereinafter in this contract provided for.

In consideration of the acquiring of title to the lands being conveyed to The City of San Diego under the terms of said Resolution No. 67344 and of the agreements of the said Mary M.R.Birch, the City of San Diego hereby agrees to furnish water to Mary M.R. Birch to be used by her on her property on which water is now being used, upon the following terms and conditions:

(1) For the purpose of this agreement, a water year is hereby established as being a twelve month period beginning on the first day of November of one year and ending on the last day of October in the succeeding year.

(2) That subject to the reservations and limitations hereinafter expressed, water from the Upper Otay Reservoir may be taken and purchased of the City by said Mary M.R.Birch in an amount not to exceed 3,650,000 gallons in any one water year.

(3) The price to be paid for said water shall be at the rate of sixteen and two-thirds cents (\$.16-2/3) per thousand gallons, said water to be metered and paid for monthly on bills rendered by the City.

(4) The right to take, purchase and pay for water as hereinabove specified shall continue so long as the City of San Diego and its inhabitants do not have an actual need for the water so taken, purchased and paid for, and would not be damaged or injured by the taking thereof. It is mutually agreed that whether or not as a fact the City of San Diego and its inhabitants require the use of said water authorized to be taken, purchased and paid for, or whether or not the City would at any time be damaged or injured by the taking thereof, shall be determined by the City Council, and the action of said City Council, when taken in good faith, shall be final and conclusive, and binding on the parties hereto.

It is mutually agreed by the parties hereto that the right of Mary M.R.Birch to take and purchase water from the City, as herein provided, is, and shall be at all times in the future, subject to the Charter of said City, the Constitution and general laws of the State of California; and should it be determined that such sale of water be unauthorized thereby, then and in that event the right to take and use said or any water under the terms of this contract shall ipso facto terminate, and said City shall not be liable in any manner whatsoever by reason thereof, nor shall said termination in any wise affect the exchange of lands hereinabove referred to.

IN WITNESS WHEREOF, this agreement has been executed by the City Manager of the City of San Diego, by authority of a resolution of the City Council No. 67437 authorizing the same this 12th day of April, 1938, and also has on said day been executed by the said Mary M.R.Birch, by and through her natural father and legal guardian, Stephen Birch.

THE CITY OF SAN DIEGO,
a Municipal Corporation.
By R.W.FLACK, City Manager.

STEPHEN BIRCH
Stephen Birch, as Guardian of the
estate of Mary M.R.BIRCH, a Minor.

I HEREBY APPROVE the form of the foregoing Agreement this 11th day of April, 1938.
D.L.AULT, City Attorney
By JAMES J. BRECKENRIDGE, Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Mary M.R.Birch for Water Service. Being Document No. 307679.
ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.

By Helen M. Willy Deputy.

L E A S E

THIS AGREEMENT, made and entered into this 12th day of April, 1938, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated as the City, and MARY M.R.BIRCH, acting by and through her legal guardian, Stephen Birch, hereinafter designated as the Lessee, WITNESSETH:

WHEREAS, the City of San Diego did, on the 22nd day of March, 1938, adopt Resolution No. 67344, authorizing exchange of lands between The City of San Diego and Mary M.R.Birch, a minor, acting by and through her legal guardian, Stephen Birch, and Aleutian Development Company, a corporation; and

WHEREAS, said resolution referred to Document No. 305843 filed in the office of the City Clerk of said City December 10, 1937, which document set out in detail the recommendations of the Hydraulic Engineer of said City as to said exchange of lands, and which communication also included, among other things, a recommendation for granting a lease of the premises hereinafter described to be included in and as a part of the consideration for the granting of said lands by said Lessee as aforesaid; NOW, THEREFORE,

For and in consideration of the premises and the payment of rents to be paid by the Lessee as hereinafter set forth, and in consideration of the covenants of the Lessee hereinafter set out and their faithful performance by such Lessee, and upon and subject to the terms, conditions and reservations herein set forth, the City does by these presents lease, demise and let unto the said Lessee the following described property situate in the County of San Diego, State of California, to-wit:

All that land lying within the Rancho Janal, in the County of San Diego, State of California, and embraced within the area between a line which bounds a strip of land 10 feet wide adjoining and being above the 72.4 foot contour line and the 120 foot contour line of the Upper Otay Reservoir. The 120 foot contour line as shown in deed from the Southern California Mountain Water Company to the City of San Diego. Recorded January 13, 1913, in Book 598, of Deeds, at Page 54, et seq., and described as follows:

Commencing at the northwest corner of Tract "A" as described in deed recorded in the office of the County Recorder of San Diego County, in Book 389, page 259 of Deeds; thence south 53° 00' west 350 feet to the true point of beginning; thence south 55° 36' west 251.13 feet to an intersection with the 120 foot contour line of the Upper Otay Reservoir; thence following the 120 foot reservoir contour line north 70° 19' west 250 feet; thence following the meander of said 120 foot reservoir line in a general westerly and northerly direction to an intersection with the northerly boundary of the Rancho Janal, said point being south 88° 49' east 2358.5 feet from the section corner common to sections 25-26 and 35-36, Township 17 south, Range 1 west, S.B.B.M; thence south 88° 49' east along the northerly boundary of the Rancho Janal 326.2 feet to an intersection with a line which bounds a strip of land 10 feet wide adjoining and being above the 72.4 foot contour line of the Upper Otay Reservoir; thence following the meander of said outer boundary of said 10 foot strip in a general southerly and easterly direction to an intersection with a line drawn north 37° 00' west from the point of beginning and 280.34 feet therefrom; thence south 37° 00' east 280.34 feet to the true point of beginning, containing 51.2 acres;

For a term of twenty-five (25) years, beginning on the 1st day of April, 1938, and ending on the 31st day of March, 1963, at the following rental: One Dollar (\$1.00) per year, payable yearly in advance at the office of the Lessor during said term.

In consideration of the covenants herein contained the parties hereto agree as follows:

First. That the above described premises are leased to said Lessee for tree planting and landscape gardening purposes only, and for no other purpose or purposes.

Second. That this lease shall not be assigned or transferred, nor shall the said Lessee have the right to sublet the leased premises, or any part thereof, without the consent in writing of the Council of said City.

Third. That the City reserves all gas, oil and mineral rights in and on said premises herein leased, with the right to go upon said property and prospect or drill for oil, gas and minerals.

Fourth. That the Lessee shall keep and maintain said premises in as good repair and condition as he may receive them at his own expense (ordinary wear and tear and the acts of God excepted) and the said City shall not be called upon to make any expenditures or repairs on said premises.

Fifth. The City reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of same, and/or for the purpose of drilling, operating and maintaining wells and pipelines on said premises, and for the purpose of making repairs to or developing the water system of said City; but the City shall not be required to furnish any water on said premises, except for domestic purposes, where mains and connections are installed, and then only according to the terms of Ordinances No's. 8210, 817 (New Series), 861 (New Series), and amendments thereto, and as modified by contract entered into between the parties hereto limiting and determining the amount of water to be delivered to said Lessee by said Lessor and at a rate set out therein.

Sixth. That the said Lessee, paying the said rent and performing the covenants and agreements aforesaid, shall and may at all times during the said term, peaceably and quietly have, hold and enjoy the said premises for the term aforesaid.

Seventh. Said Lessee agrees that on the last day of said term, or other sooner termination of this lease, the said Lessee shall and will peaceably and quietly leave, surrender and yield up unto said City the said premises, in as good state and condition as the same are now in or may be put into, reasonable use and wear thereof and damage by the elements excepted.

Eighth. It is further agreed by and between the parties hereto that in case of the violation by the Lessee of any of the terms and conditions of this lease, the City may either terminate this lease upon notice and take possession of the premises, or may enter and possess the same as the agent of the Lessee and for its account.

It is understood and agreed that a waiver by the Lessor of any default hereunder shall not be considered, nor held to be, a waiver of any subsequent or other default, and also that consent to the subletting of said premises or any part thereof, or to the assignment of this lease, shall not be construed to considered as a consent to any other or subsequent subletting or assignment.

It is further understood and agreed that if the Lessee shall make default in the performance of any of the terms, conditions or covenants of this lease by the Lessee to be kept, observed or performed, Lessee will in such case pay to the City the expenses and costs incurred by the City in any action which may be commenced by the City based on, or arising out of, any such default, including a reasonable attorney's fee.

IT IS FURTHER AGREED by the parties hereto that whenever the City Council of said City in good faith determines that the lands leased herein are necessary in the preservation of its water rights and system in the maintenance and operation of the Upper and Lower Otay Reservoirs as recommended by the Hydraulic Engineer of said City, then in that event this lease shall terminate and The City of San Diego shall not be liable in any manner whatsoever by reason thereof.

IT IS MUTUALLY AGREED by and between the parties hereto that this lease is subject to the provisions of the Charter of said City, the Constitution and general laws of the State of California; and that should it be determined that this lease is unauthorized thereby, then in that event this lease shall ipso facto terminate and the Lessor shall not be liable in any manner whatsoever by reason thereof, nor shall said termination in any wise affect the exchange of lands hereinabove referred to.

IT IS FURTHER AGREED between the parties hereto that upon the expiration of the term hereof, if said Lessee is not in default in any of the terms and covenants herein, then, at the option of said Lessee, and with the consent of the City Council of said City expressed by resolution, this lease may be renewed for another term of twenty-five (25) years upon the same terms as herein expressed.

IN WITNESS WHEREOF, this agreement is executed by The City of San Diego, acting by and through the City Manager of said City, under and pursuant to Resolution No. 67369 of the Council, authorizing such execution, and said Lessee, by and through her legal guardian, Stephen Birch, has executed this instrument the day and year first above written.

THE CITY OF SAN DIEGO
By R.W.FLACK, City Manager

MARY M. R. BIRCH, Lessee
By STEPHEN BIRCH, Guardian

I HEREBY APPROVE the form of the foregoing Lease this 12th day of April, 1938.
D.L.AULT, City Attorney
By JAMES J. BRECKENRIDGE, Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Mary M.R.Birch on Land in Otay Reservoir Basin. Being Document No.307683.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.

By Helen M. Wallis Deputy.

L E A S E

THIS INDENTURE, made in duplicate, this 1st day of March, 1938, between SAN DIEGO WATER SUPPLY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Nevada, hereinafter called the Lessor, party of the first part, and THE CITY OF SAN DIEGO, a municipal corporation, hereinafter called the Lessee, party of the second part, WITNESSETH:

That the party of the first part, as Lessor, does hereby demise and let unto the party of the second part, as Lessee, and the party of the second part does hereby rent and take, as Lessee, that certain real property, together with all improvements thereon, situate

in the County of San Diego, State of California, described as follows, to-wit:

All that portion of Lot Three (3) (Northwest Quarter of the Northwest Quarter) of Fractional Section Five (5), Township Thirteen (13) South, Range Two (2) West, San Bernardino Meridian, lying above an elevation of 330 feet above sea level, according to the United States Geological Survey datum and within the following described boundaries:

Beginning at a point on the Easterly line of that certain County Road designated as Road Survey No. 333-C Escondido-Del Mar Road, Map of said Road being on file in the office of the County Surveyor of San Diego County, California, whence Station 807+34.2 on the center line of said road bears North 56° 01' West 25.0 feet; thence leaving the Easterly line of said road and running South 56° 01' East 39.70 feet, more or less, to an angle point on the Westerly line of that certain tract of land conveyed by Ed Fletcher and Mary C.B.Fletcher, husband and wife, to Griffith Henshaw, husband of Irene R. Henshaw, by deed dated June 5, 1924, and recorded in Book 1000, page 461 of Deeds, records of San Diego County; running thence with said Westerly line of Henshaw, South 10° 52' West 55.0 feet; thence South 15° 12' West 49.0 feet; thence South 4° 05' East 83.0 feet; thence South 17° 17' West 52.0 feet; thence South 10° 06' West 81.0 feet; thence South 23° 53' West 111.0 feet; thence South 82° 35' West 40.0 feet; thence South 12° 35' East 187.0 feet; thence South 29° 25' East 248.4 feet; more or less, to a point of intersection with said 330 foot contour line above sea level; thence by the following courses and distances; North 42° 12' West 55.10 feet; thence North 24° 32' West 88.0 feet; thence North 34° 43' West 116.4 feet; thence North 13° 25' West 102.0 feet; thence North 20° 45' West 43.0 feet; thence North 11° 15' West 38.0 feet; thence North 76° 15' East 57.5 feet; thence North 74° 30' West 87.0 feet; thence South 26° 00' West 46.80 feet; thence South 15° 34' East 44.0 feet; thence South 8° 40' West 99.0 feet; thence South 5° 32' West 135.3 feet; thence South 76° 30' West 62.45 feet; thence North 82° 58' West 189.30 feet; thence South 82° 29' West 143.0 feet to a point of intersection with the Southerly line of said County Road Survey No. 333-C from whence Station 797+52.5 on the center line of said County Road Survey bears North 22° 02' West 25.0 feet; thence following the Southeasterly line of said County Road Survey No. 333-C to the point of beginning; containing 1.7 acres more or less.

The term of this lease shall be three (3) years beginning March 1, 1938, and Lessee agrees to pay as rental the sum of Twenty-five Dollars (\$25.00) per month, lawful money of the United States, payable in advance on the first day of each and every month during said term.

It is expressly understood and agreed by and between the parties hereto that this lease is upon the following conditions and covenants, all of which the Lessee, its successors and assigns, hereby covenants and agrees to and with the Lessor, its successors and assigns, fully to observe, keep and perform:

1. Lessee will maintain all improvements now upon said premises in a fair state of repair, reasonable wear and tear and damage by the elements excepted.
2. If the improvements upon said premises shall be destroyed by fire or other cause or be so damaged thereby that they become untenable and are not rendered tenable by the Lessor within sixty (60) days from the date of injury, this Lease may be terminated by either party. Lessee shall not be required to pay any rent whatsoever during any period that said improvements remain untenable. Lessor shall be under no obligation to repair any such damage to said improvements.
3. In case said improvements shall be partially damaged by fire or other cause but are not thereby rendered untenable Lessee shall be allowed a reasonable reduction in said rental during such period as such damage remains unrepaired. Lessor shall be under no obligation to repair any such damage to said improvements but in case such damage is not repaired by Lessor within a period of thirty (30) days from the date of written notice to Lessor of such damage then Lessee shall have the option to terminate this lease by written notice thereof to Lessor.
4. That if the rent shall be due and unpaid for a period of ten (10) days after the same shall become due and payable, this lease shall, at the option of the Lessor, become null and void.
5. That the Lessee shall not keep or permit to be kept by anyone on the demised premises or any part thereof any article which the insurance companies may deem extra hazardous, or which increases the rate of insurance.
6. That in case of the violation by the Lessee of any of the terms and conditions of this lease, the Lessor may either terminate this lease upon notice and take possession of the premises, or may enter, possess and relet the same as the agent of the Lessee and for its account.
7. Said premises may be subleased by Lessee without first securing the consent of Lessor therefor.
8. It is mutually agreed that in no case when and if this lease is unauthorized by the Charter of the City of San Diego and/or the general laws of the State of California, shall said City or any department, board or officer thereof, be liable to said Lessor by reason of the conditions and provisions thereof, but said lease shall forthwith terminate.
9. It is further mutually understood and agreed that in the event this lease is terminated for any reason, and the Lessee is not in arrears in the payment of the rent at the time of such termination, that Lessee shall have the right to remove any detachable equipment which has been placed on the premises by Lessee during the term of this lease.

IN WITNESS WHEREOF, said San Diego Water Supply Company, as Lessor, has caused this instrument to be executed and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized and this lease is executed by the City of San Diego, as Lessee, acting by and through a majority of the members of the Council of said City, under and pursuant to a resolution authorizing said execution, the day and year first hereinabove written.

(SEAL) ATTEST:
JAMES H. WOODS, Secretary.

(SEAL) ATTEST:
FRED W. SICK, Acting City Clerk.

SAN DIEGO WATER SUPPLY COMPANY, Lessor.
By GARNER A. BECKETT, Its President.

THE CITY OF SAN DIEGO, Lessee
P.J.BENBOUGH
W.C.CRANDALL
RAYMOND M. WANSLEY
ADDISON E. HOUSH
HERBERT E. FISH
JOHN S. SIEBERT
Members of the Council

STATE OF CALIFORNIA,)
COUNTY OF LOS ANGELES,)^{ss}

On this 18 day of April, 1938, before me Ella Scott, a Notary Public in and for said County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared Garner A. Beckett, known to me to be the President, and James H. Woods, known to me to be the Secretary of SAN DIEGO WATER SUPPLY COMPANY, the corporation that executed the within instrument, known to me to be the persons who executed the within

instrument on behalf of said corporation and acknowledged to me that such corporation executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.
ELLA SCOTT
Notary Public in and for the County of Los Angeles,
State of California.
(SEAL)

I hereby approve the form of the foregoing Lease this 29th day of April, 1938.
O.K. GEORGE CROMWELL
DAYTON L. AULT, City Attorney
By J.H. McKINNEY, Deputy City Attorney.

APPROVED AS TO FORM:
O'MELVENY, TULLER & MYERS
By NORMAN MACBETH, JR.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease between San Diego Water Supply Co. and City of San Diego. Being Document No. 307793.
FRED W. SICK,
Acting City Clerk of the City of San Diego, California.
By Helen M. Willig Deputy.

A G R E E M E N T
WHEREAS, Mrs. Leona V. Wolmer, are, is the owner of two family residence, S.15' Lot #1, & North 35' Lot 2, Block 135 Subdivision Middletown, 3355 - 57 Columbia St. and,
WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of the City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 29th day of April, 1938, by Mrs. Leona V. Wolmer that she will, for and in consideration of the permission granted her to remove 30 feet of curbing on Columbia St. street adjacent to the above described property, bind herself to, and does hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs her so to do, and comply therewith at her own expense and with no cost or obligation on the part of the City of San Diego.

She further agrees that this agreement shall be binding on herself, her heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

LEONA V. WOLMER
Owner's Name
3355 Columbia St.
Address

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,) ss

On this 30th day of April, A.D. Nineteen Hundred and Thirty-eight, before me, E.H. Brooks a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Leona V. Wolmer, known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

E.H. BROOKS
Notary Public in and for the County of San Diego,
State of California.
(SEAL)

RECORDED MAY 5 1938 39 Min. past 3 P.M. In Book 780 At Page 129 of Official Records, San Diego Co., Cal. Recorded At Request of City of San Diego.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS
RUTH HUBBARD
Copyist County Recorder's Office, S.D. County, Calif.

I certify that I have correctly transcribed this document in above mentioned book.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from Mrs. Leona V. Wolmer to the City of San Diego, California. Being Document No. 307842.

FRED W. SICK
Acting City Clerk of the City of San Diego, California.
By Helen M. Willig Deputy.

A G R E E M E N T
WHEREAS, Golda J. Allison, is the owner of 3181 Mt. View Drive, Lot 4 Block 13 Subdivision Normal Heights and,
WHEREAS, the provisions of Ordinance No. 837 (New Series) of the Ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 27th day of April, 1938, by Foster E. Hafer Co. that they will, for and in consideration of the permission granted me to remove 10 feet of curbing on Mt. View Drive street adjacent to the above described property, bind me to, and they hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, and comply therewith at their own expense and with no cost or obligation on the part of the City of San Diego.

We further agree that this agreement shall be binding on us, and heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

GOLDA J. ALLISON
Owner's Name
3181 Mt. View Drive
Address

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 27th day of April, A.D. Nineteen Hundred and thirty-eight, before me, Henry Christopherson a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Golda J. Allison known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

HENRY CHRISTOPHERSON
Notary Public in and for the County of San Diego,
State of California.

(SEAL)
My Commission Expires,
Dec. 24, 1940.

RECORDED MAY 5 1938 39 Min. past 3 P.M. In Book 780 At Page 129 of Official Records, San Diego Co., Cal. Recorded At Request of City of San Diego.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.

RUTH HUBBARD
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from Golda J. Allison to the City of San Diego, California. Being Document No. 307843.

FRED W. SICK
Acting City Clerk of the City of San Diego, California

By Helen M. Wilbig Deputy.

A G R E E M E N T

WHEREAS, San Diego Consolidated Gas & Electric Co., is the owner of Real Property Lot 1 & 2 Block 5 Subdivison Cleveland Heights and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the Ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 2nd day of May, 1938, by San Diego Consolidated Gas & Electric Co. that it will, for and in consideration of the permission granted it to remove 35 feet of curbing on Front & Robinson Sts. street adjacent to the above described property, bind it to, and it hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs it so to do, and comply therewith at its own expense and with no cost or obligation on the part of the City of San Diego.

It further agrees that this agreement shall be binding on the company, its heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

SAN DIEGO CONS. GAS & ELECTRIC CO.
By H.R. PECKHAM
Owner's Name
861 Sixth Ave.
Address

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 2nd day of May, A.D. Nineteen Hundred and Thirty-eight, before me, Nell W. Molloy a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared H.R. Peckham known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

NELL W. MOLLOY
Notary Public in and for the County of San Diego,
State of California.

(SEAL)
My Commission Expires,
May 13, 1941.

RECORDED MAY 5 1938 39 Min. past 3 P.M. In Book 774 At Page 256 of Official Records, San Diego Co., Cal. Recorded At Request of City of San Diego.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.

V. FUERTH
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from S.D. Cons. G & E Co. to the City of San Diego, California. Being Document No. 307848.

FRED W. SICK
Acting City Clerk of the City of San Diego, California.

By Helen M. Wilbig Deputy.

UNDERTAKING FOR STREET LIGHTING.
TALMADGE PARK LIGHTING DISTRICT NO. 3.

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of TWO HUNDRED FIFTY-NINE DOLLARS (\$259.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 4th day of May, 1938.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into contract with said The City of San Diego, under and pursuant to Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), to do all work upon 44TH STREET, HIGHLAND AVENUE, 45TH STREET, MAX DRIVE, MONROE AVENUE, 47TH STREET, NORMA DRIVE, CONSTANCE DRIVE, NATALIE DRIVE and AVOCA PLACE, within the limits and as particularly described in Resolution of Intention No. 67029, adopted by the Council of said City January 11, 1938, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof.

NOW, THEREFORE, the condition of this obligation is such that if the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, Principal
By W.F.RABER, President.

(SEAL) ATTEST:
J.A.CANNON, Secretary.

THE AETNA CASUALTY AND SURETY COMPANY, Surety
By PAUL WOLCOTT, Resident Vice-President.

(SEAL) ATTEST:
E.L.TOLSON, Resident Assistant Secretary.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 4th day of May, in the year nineteen hundred thirty-eight, before me, Frances S. Bowers, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Paul Wolcott, known to me to be the Resident Vice-President and E.L.Tolson, known to me to be the Resident Assistant Secretary of The Aetna Casualty and Surety Company, the corporation which executed the within and annexed instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

FRANCES S. BOWERS

Notary Public in and for said San Diego County,
State of California.

(SEAL)

I hereby approve the form of the foregoing Undertaking this 5th day of May, 1938.

D.L.AULT, City Attorney

By J.H.McKINNEY, Deputy City Attorney.

I HEREBY CERTIFY that the Council of the City of San Diego did by Resolution No. 67429 passed and adopted on the 12th day of April, 1938, require and fix the sum of \$259.00 as the penal sum of the foregoing Undertaking.

ALLEN H. WRIGHT

City Clerk of the City of San Diego.

By FRED W. SICK

Deputy.

(SEAL)

CONTRACT FOR STREET LIGHTING.
TALMADGE PARK LIGHTING DISTRICT NO.3.

THIS AGREEMENT, made and entered into this 10th day of May, 1938, by and between SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY A corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Council of the City of San Diego, has been awarded the contract for the work hereinafter mentioned,

NOW, THEREFORE, the respective parties hereto do promise and agree as follows, to-wit:

Said first party, for the consideration hereinafter mentioned, promises and agrees with the said second party, that it will do and perform, or cause to be done and performed, in a good and workmanlike manner, under the supervision of the City Engineer of said City, all of the following work, to-wit:

The furnishing of electric current for the lighting of the ornamental street lights located on:

44TH STREET between the southerly line of Talmadge Park Unit 3 and its termination in Highland Avenue;

HIGHLAND AVENUE between the southerly line of Talmadge Park Unit 3 and its termination in 44th Street;

45TH STREET between the northerly line of Monroe Avenue and the southerly line of Lot 464, Talmadge Park Unit 3;

MAX DRIVE for its entire length;

MONROE AVENUE between Fairmount Avenue and 47th Street;

47TH STREET between Monroe Avenue and the northerly line of Talmadge Park Unit 3;

NORMA DRIVE for its entire length;

CONSTANCE DRIVE for its entire length;

NATALIE DRIVE for its entire length; and

AVOCA PLACE between Natalie Drive and the easterly line of Talmadge Park Unit 3, produced southerly.

Such furnishing of electric current shall be for a period of one year from and including April 1, 1938, to-wit, to and including March 31, 1939.

All of said work shall be done strictly in accordance with the plans and specifications contained in the report of the City Engineer of said City, being document entitled: "Engineer's Report and Assessment for Talmadge Park Lighting District No. 3", filed January 22, 1938, in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of One Thousand Thirty-three and 20/100 Dollars (\$1033.20) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Talmadge Park Lighting District No. 3 Fund."

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of One Thousand Thirty-three and 20/100 Dollars (\$1033.20) shall be paid out of any other fund than said special fund designated as "Talmadge Park Lighting District No. 3 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), and acts amendatory thereof and supplemental thereto, and that in pursuance of said Act an assessment has been levied for said sum of One Thousand Thirty-three and 20/100 Dollars (\$1033.20).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said Act of the Legislature, will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached by its proper officers thereunto duly authorized, and the said second party has caused these presents to be executed by a majority of the members of the Council of said City of San Diego, and attested by the City Clerk of said City, the day and year first hereinabove written.

(SEAL) ATTEST:
J.A.CANNON, Secretary.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
By W.F.RABER, President.

(SEAL) ATTEST:
FRED W. SICK, Acting City Clerk
By A.M.WADSTROM, Deputy

THE CITY OF SAN DIEGO
By P.J.BENBOUGH
W.C.CRANDALL
RAYMOND M. WANSLEY
ADDISON E. HOUSH
HERBERT E. FISH
JOHN S. SIEBERT
Members of the Council.

I hereby approve the form of the foregoing Contract, this 5th day of May, 1938.
D.L.AULT, City Attorney
By J.H.MCKINNEY, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract for Talmadge Park Lighting District No. 3. Being Document No. 307894.
FRED W. SICK
Acting City Clerk of the City of San Diego, California

By Helen M. Wallig Deputy.

A G R E E M E N T

WHEREAS, William J. Crower is the owner of a portion of Pueblo Lot 243, south of the U.S. Government Dyke and east of Ingraham Street, known as the 3800 Block on Ingraham Street and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 3rd day of May, 1938, by William J. Crower that he will, for and in consideration of the permission granted him to remove ten feet of curbing on Ingraham Street adjacent to the above described property, binds himself to, and he hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of the City of San Diego.

He further agrees that this agreement shall be binding on himself, his heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

WILLIAM J. CROWER
Owner's Name
1946 Moore St
Address

STATE OF CALIFORNIA,)ss
COUNTY OF SAN DIEGO,)

On this 3rd day of May, A.D. Nineteen Hundred and thirty-eight, before me, Fred W. Sick a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared William J. Crower known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL) FRED W. SICK
Notary Public in and for the County of San Diego,
State of California.

RECORDED MAY 10 1938 20 Min. past 4 P.M. In Book 783 At Page 128 of Official Records, San Diego Co., Cal. Recorded At Request of City of San Diego.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.

ORPHA HARBAUGH #18

Copyist County Recorder's Office, S.D. County, Calif.

II HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from William J. Crower to the City of San Diego, California. Being Document No. 307897.

FRED W. SICK

Acting City Clerk of the City of San Diego, California.

By Helen M. Willig Deputy.

L E A S E

THIS AGREEMENT OF LEASE, made and entered into this 1st day of May, 1938, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter designated as the Lessor, and MRS. JULIA S.G. PORTER, hereinafter designated as the Lessee, WITNESSETH:

That the Lessor, for and in consideration of the payment of the rents to be paid by the Lessee as hereinafter set forth, and in consideration of the covenants of the Lessee hereinafter set out, and their faithful performance by such Lessee, and upon and subject to the terms, conditions and reservations herein set forth, hereby sublets unto the Lessee that certain real property situated in the County of San Diego, State of California, and particularly described as follows: to-wit:

Beginning at the intersection of the northerly line of M. Barnett tract of the Rancho San Bernardo, in the County of San Diego, State of California, according to the Map thereof in Book 2, page 462 of Patents, filed in the office of the County Recorder of said County of San Diego, with the center line of the County Road known as County Highway Mission Road No. 1-A; thence South 6° 42' East along the center line of Mission Road No. 1-A, a distance of 808.73 feet; thence leaving the center line of Mission Road No. 1-A and running South 84° 05' East 473.85 feet; thence North 05° 55' East, a distance of 425.2 feet; thence North 84° 05' West 80.0 feet; thence North 5° 55' East a distance of 364.0 feet to a point on the north line of said M. Barnett tract; thence North 84° 05' West along the north line of said M. Barnett tract a distance of 571.6 feet to the point of beginning; excepting all public highways and subject to all liens and encumbrances whatsoever; being 8 acres of land, more or less;

For a term of two and 1/2 (2-1/2) years, beginning on the 1st day of May, 1938, and ending on the 30th day of October, 1940, at the following rentals: Twenty Dollars (\$20.00) per annum payable in advance at the office of the Lessor annually during said term.

In consideration of the covenants herein contained the parties hereto agree as follows:

First. That the above described premises are leased to said lessee for agricultural and/or stock grazing purposes only, and for no other purpose or purposes.

Second. That this lease shall not be assigned or transferred, nor shall the said lessee have the right to sublet the leased premises, or any part thereof, without the consent in writing of the Council of said City.

Third. That the City reserves all gas, oil and mineral rights in and on said premises herein leased, with the right to go upon said property and prospect or drill for oil, gas and minerals.

Fourth. That the lessee shall keep and maintain said premises in as good repair and condition as he may receive them at his own expense (ordinary wear and tear and the acts of God excepted) and the said City shall not be called upon to make any expenditures or repairs on said premises.

Fifth. The City reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of same, and/or for the purpose of drilling, operating and maintaining wells and pipelines on said premises, and for the purpose of making repairs to or developing the water system of said City; but the City shall not be required to furnish any water on said premises, except for domestic purposes, where mains and connections are installed, and then only according to the terms of Ordinances No. 8210, 817 (New Series), 861 (New Series), and amendments thereto.

Sixth. That the said lessee, paying the said rent and performing the covenants and agreements aforesaid, shall and may at all times during the said term, peaceably and quietly have, hold and enjoy the said premises for the term aforesaid.

Seventh. Said lessee agrees that on the last day of said term, or other sooner termination of this lease, the said lessee shall and will peaceably and quietly leave, surrender and yield up unto said City the said premises, in as good state and condition as the same are now in or may be put into, reasonable use and wear thereof and damage by the elements excepted.

Eighth. It is understood and agreed by the said parties that the said City may terminate this lease at any time by giving sixty (60) days' notice of such termination to the lessee, and by tendering to said lessee a proportionate part of any rentals paid in advance by said lessee.

Ninth. It is further agreed by and between the parties hereto that in case of the violation by the lessee of any of the terms and conditions of this lease, the City may either terminate this lease upon notice and take possession of the premises, or may enter and possess the same as the agent of the lessee and for its account.

It is understood and agreed that a waiver by the City of any default hereunder shall not be considered, nor held to be, a waiver of any subsequent or other default, and also that consent to the subletting of said premises or any part thereof, or to the assignment of this lease, shall not be construed or considered as a consent to any other or subsequent subletting or assignment.

It is understood and agreed that if the Lessee shall make default in the performance of any of the terms, conditions or covenants of this lease by the Lessee to be kept, observed or performed, Lessee will in such case pay to the City the expenses and costs incurred by the City in any action which may be commenced by the City based on, or arising out of, any such default, including a reasonable attorney's fee.

IN WITNESS WHEREOF, this agreement is executed by the City of San Diego, acting by and through the City Manager of said City, under and pursuant to Resolution No. 67535 of the Council, authorizing such execution, and said Lessee has hereunto subscribed her name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO,
By R.W. FLACK, City Manager

MRS. JULIA S. G. PORTER, Lessee.

I HEREBY APPROVE the form of the foregoing Lease this 3rd day of May, 1938.
D.L.AULT, City Attorney
By J.H.McKINNEY, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Mrs. Julia S.G.Porter covering Land in Hodges Reservoir Basin. Being Document No. 307918.

FRED W. SICK
Acting City Clerk of the City of San Diego, California.
By Helen M. Willey Deputy.

A G R E E M E N T

WHEREAS, Dudley D. Williams is the owner of Lots 9, 10, 11, 12 and all of Lot 13 except the South 4½ feet, Block 239, Subdivision University Heights, San Diego, California, and,

WHEREAS, the provisions of Ordinance No. 13001 of the ordinances of the City of San Diego prohibit the erection of buildings or structures on said property to the front property line on University Avenue Street; and,

WHEREAS, the undersigned has heretofore applied to the Council of the City of San Diego for a special permit to erect a building on the above-mentioned property, closer to the front property line than permitted by said ordinance; and

WHEREAS, the Council of said City has by Resolution No. 67555 suspended the provisions of said ordinance with respect to said property and has granted permission to the undersigned to erect a Service Station building to within 0 feet of the front property line on the condition and for and in consideration that the undersigned will at any later date, when requested by the City of San Diego, move said buildings from said front property line back to the line established and designated by the said City of San Diego. NOW, THEREFORE,

WITNESS THIS AGREEMENT, signed and executed this 3rd day of May, 1938, by Dudley D. Williams that he will, for and in consideration of the permission granted to erect a service station building on the above described property to the front property line, bind himself to, and he hereby by these presents agrees to move any part of said buildings erected in pursuance hereof back from the front property line to the established line designated by the City of San Diego, as shown in Document No. 262122 on file in the office of the City Clerk of said City, and at such time as the City of San Diego directs him to move said buildings to the line designated; that he will move said buildings and comply therewith at his own expense and with no cost or obligation on the part of the City of San Diego.

And further agrees that this agreement shall be binding on himself, heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

DUDLEY D. WILLIAMS
Owner's Name
3594 28th Street, San Diego, California.
Address

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 3rd day of May A.D. Nineteen Hundred and thirty-eight, before me, EMMA GERADEHAND a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Dudley D. Williams known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

EMMA GERADEHAND
Notary Public in and for the County of San Diego,
State of California.

(SEAL)
My Commission Expires,
Oct. 28, 1941.

RECORDED MAY 12 1938 34 Min. past 4 P.M. In Book 773 At Page 376 of Official Records, San Diego Co., Cal. Recorded At Request of Acting City Clerk.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.
M.E.BAIRD, #9
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Owner Dudley D. Williams to the City of San Diego, California. Being Document No. 307948.

FRED W. SICK
Acting City Clerk of the City of San Diego, California
By Helen M. Willey Deputy.

A G R E E M E N T

WHEREAS, Bridget Agnes Gildea, a widow, is the owner of Lot 9, in Block 29 of La Jolla Park, and desires to build a residence close to the property line separating Lot 9 and Lot 10 in said block; and

WHEREAS, the provisions of Ordinance No. 8924 of the Ordinances of the City of San Diego prohibit the erection of dwellings on said property closer to the side property line than three (3) feet; and

WHEREAS, Earl G. Gildea and Thena Gildea (husband and wife), as joint tenants, are the owners of Lot 10 in said block and, desiring that a waiver of the side yard requirements on Lot 9 be given to Bridget Agnes Gildea, agree to maintain a six-foot side yard on said Lot 10 adjacent to the property line separating said Lots 9 and 10; and

WHEREAS, a petition has been presented to the Council of the City of San Diego for a variance to the restrictions, to erect a building on said Lot 9 closer to the side property line than permitted by said ordinance; and

WHEREAS, the Council of said City has by Resolution No. 67593 suspended the provisions of said ordinance with respect to said property and has granted permission to erect a building closer to the side property line on the condition and for and in consideration that the undersigned will at all times maintain the six feet of said Lot 10 adjoining said

Lot 9 free and clear of buildings; NOW, THEREFORE,

WITNESS THIS AGREEMENT, signed and executed this 9th day of May, 1938, by Earl G. Gildea and Thena Gildea, that they will, for and in consideration of the permission granted to erect a building on said Lot 9 close to the property line common to said Lot 9 and Lot 10, bind themselves to, and they hereby by these presents agree to at all times maintain the six (6) feet of Lot 10 adjacent to the property line common to said Lot 9 and Lot 10, free and clear of buildings.

They further agree that this agreement shall be binding on themselves, their heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

EARL G. GILDEA
THENA GILDEA
Owners
7743 Girard Ave., La Jolla, Calif.
Address.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 9th day of May, A.D. Nineteen Hundred and Thirty-eight, before me, Luther Brown, a Notary Public in and for said County residing therein, duly commissioned and sworn, personally appeared Earl G. Gildea and Thena Gildea known to me to be the persons described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in La Jolla, County of San Diego, State of California, the day and year in this certificate first above written.

LUTHER BROWN
Notary Public in and for the County of San Diego,
State of California.

(SEAL)
My Commission Expires,
March 22, 1940.

RECORDED MAY 20 1938 4 Min. past 9 A.M. In Book 771 At Page 465 of Official Records, San Diego Co., Cal. Recorded At Request of City of San Diego.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.
C. JOHNSON

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement between Earl G. Gildea & Thena Gildea and the City of San Diego, California. Being Document No. 308050.

FRED W. SICK
Acting City Clerk of the City of San Diego, California.

By Helen M. Walling Deputy.

PREFERENTIAL, NON-EXCLUSIVE USE AND OCCUPANCY PERMIT

THIS PERMIT AGREEMENT, made this 10th day of May, 1938, between THE CITY OF SAN DIEGO, acting by and through the Superintendent of Parks thereof, hereinafter sometimes designated as the "City", party of the first part; and 251st Coast Artillery, California National Guard, party of the Second Part, WITNESSETH:

THAT WHEREAS, under and subject to the provisions of Ordinance No. 1013 (New Series) of the ordinances of the City, non-commercial, local societies, groups and organizations engaged in civic, social, educational, cultural, recreational or philanthropic work or activities, may, at the discretion of the Park Department of the City and subject to ratification by the City Council, be permitted to establish and maintain regular meeting places and headquarters in certain buildings belonging to the City located in Balboa Park; and

WHEREAS, the party of the second part is a non-commercial body engaged in the training of personnel for military activity;

NOW, THEREFORE, in consideration of the covenants and agreements to be kept and performed by the party of the second part and upon the terms and conditions for the purposes, all as hereinafter contained, the City does hereby grant to the party of the second part a revocable, preferential, but non-exclusive, permit for the use and occupancy of The Ford Building in Balboa Park;

This permit is granted upon the following terms and conditions, and the party of the second part, in consideration of the granting thereof, hereby covenants and agrees that it will faithfully keep, perform and in all respects be bound by each and every such term and condition, to-wit:

(1) That it shall be subject to free use by the City at any time upon reasonable demand, and that the City shall retain all space in the basement which it now uses for storage;

(2) Party of the second part shall save the City harmless from any claim of damage or injury to person or property that may result from such occupancy.

(3) That the City shall not be required to incur any expense or obligation to improve, repair or reconstruct any portion of the building or portion covered by the permit; and that the party of the second part shall, at its own expense, at all times maintain the building or space covered by this permit in a safe, clean and sanitary condition and promptly, when required so to do by the Park Department, make any repairs of damage or depreciation resulting from the occupancy.

(4) Party of the second part shall pay to the City for such use and occupancy the sum of No Dollars and no cents, Dollars.

(5) That the party of the second part shall be required to be responsible for and to pay all charges for light, heat and water furnished for or by reason of such occupancy.

(6) That full jurisdiction and control of the premises covered by this permit shall be and remain in the Park Department, and this permit shall be revocable at any time and at the uncontrolled discretion of the Park Department.

(7) That the general public shall not be wholly or permanently excluded from the building or portion of building covered by this permit; provided, however, that reasonable restrictions may be made, consistently with the right of the public to the use and enjoyment of the park and the building therein, to enable the party of the second part to use the premises for the purposes for which the same are allocated. Any such restrictions shall, before the same are put into effect, be submitted to and receive the written approval of the Park Department.

(8) That the use and occupancy provided for by this permit shall also be subject to such uniform and proper rules and regulations as the Park Department are authorized to make and enforce under the provisions of said Ordinance No. 1013 (New Series) for the use, occupancy, maintenance and care of such buildings or part of buildings as are authorized to be allocated for partial use and occupancy under said ordinance.

IN WITNESS WHEREOF, this permit is executed by the City of San Diego, acting by and through the Superintendent of Parks of said City, party of the first part, and the party of the second part 251st Coast Artillery, California National Guard, the day and year in this permit first above written.

THE CITY OF SAN DIEGO,
By J.G.MORLEY, Superintendent of Parks.

JOHN H. SHERMAN, Col. 251st CA (AA)

I HEREBY CERTIFY THAT the above and foregoing is a full, true and correct copy of Occupancy Permit with 251st Coast Artillery, California National Guard. Being Document No. 308084.

FRED W. SICK
Acting City Clerk of the City of San Diego, California.

By Nelson M. Willis Deputy.

UNDERTAKING FOR STREET LIGHTING

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of FOUR HUNDRED SEVENTY-ONE DOLLARS (\$471.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 18th day of May, 1938.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into contract with said The City of San Diego, under and pursuant to Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), to do all work upon KENSINGTON DRIVE, CANTERBURY DRIVE, SUSSEX DRIVE, WESTMINSTER TERRACE, NORFOLK TERRACE, ROCHESTER ROAD, LYMER DRIVE, MARLBOROUGH DRIVE, EDGEWARE ROAD, HEMPSTEAD CIRCLE, HILDALE ROAD, MIDDLESEX DRIVE, BEDFORD DRIVE, HASTINGS ROAD, BRISTOL ROAD, ROXBURY ROAD, BRAEBURN ROAD, PALISADES ROAD and RIDGEWAY, within the limits and as particularly described in Resolution of Intention No. 67055, adopted by the Council January 18, 1938, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof.

NOW, THEREFORE, the condition of this obligation is such that if the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

(SEAL) ATTEST:
J.A.CANNON, Secretary.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, Principal
By W.F.RABER, President

(SEAL) ATTEST:
E.L.TOLSON, Resident Assistant Secretary.

THE AETNA CASUALTY AND SURETY COMPANY, Surety
By PAUL WOLCOTT, Resident Vice-President.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,) ss

On this 18th day of May, in the year nineteen hundred thirty-eight, before me, Frances S. Bowers, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Paul Wolcott, known to me to be the Resident Vice-President and E.L.Tolson, known to me to be the Resident Assistant Secretary of The Aetna Casualty and Surety Company, the corporation which executed the within and annexed instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

FRANCES S. BOWERS
Notary Public in and for said San Diego County,
State of California.

I hereby approve the form of the foregoing Undertaking this 19th day of May, 1938.
D.L.AULT, City Attorney
By J.H.McKINNEY, Deputy City Attorney.

I HEREBY CERTIFY that the Council of the City of San Diego did by Resolution No. 67526 passed and adopted on the 3rd day of May, 1938, require and fix the sum of \$471.00 as the penal sum of the foregoing Undertaking.

(SEAL)

FRED W. SICK
Acting City Clerk of the City of San Diego.

CONTRACT FOR STREET LIGHTING.
KENSINGTON MANOR LIGHTING DISTRICT NO.1.

THIS AGREEMENT, made and entered into this 24th day of May, 1938, by and between SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Council of the City of San Diego, has been awarded the contract for the work hereinafter mentioned.

NOW, THEREFORE, the respective parties hereto do promise and agree as follows, to-wit:

Said first party, for the consideration hereinafter mentioned, promises and agrees with the said second party, that it will do and perform, or cause to be done and performed, in a good and workmanlike manner, under the supervision of the City Engineer of said City,

all of the following work, to-wit:

The furnishing of electric current for the lighting of the ornamental street lights located on:

KENSINGTON DRIVE, between Jefferson Avenue and Hilldale Road;

Canterbury Drive, for its entire length;

SUSSEX DRIVE, for its entire length;

WESTMINSTER TERRACE, for its entire length;

NORFOLK TERRACE, between Kensington Drive and the easterly line of Kensington Manor Unit No. 1;

ROCHESTER ROAD, for its entire length;

LYMER DRIVE, for its entire length;

MARLBOROUGH DRIVE, between Jefferson Avenue and Palisades Road;

EDGEWARE ROAD, between the westerly prolongation of the southerly line of Lot 10, Block 13, Kensington Park and Canterbury Drive and between Middlesex Drive and Bedford Drive;

HEMPSTEAD CIRCLE, for its entire length;

HILLDALE ROAD, for its entire length;

MIDDLESEX DRIVE, for its entire length;

BEDFORD DRIVE, for its entire length;

HASTINGS ROAD, for its entire length;

BRISTOL ROAD, for its entire length;

ROXBURY ROAD, for its entire length;

BRAEBURN ROAD, for its entire length;

PALISADES ROAD, for its entire length; and

RIDGEWAY, for its entire length.

Such furnishing of electric current shall be for a period of one year, from and including May 1, 1938, to-wit, to and including April 30, 1939.

All of said work shall be done strictly in accordance with the plans and specifications contained in the report of the City Engineer of said City, being document entitled: "Engineer's Report and Assessment for Kensington Manor Lighting District No. 1", filed Feb. 3, 1938 in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of One Thousand Eight Hundred Eighty-one and 60/100 Dollars (\$1881.60) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Kensington Manor Lighting District No. 1 Fund."

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor; and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Consolidated Gas & Electric Company, or by or through any act of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of One Thousand Eight Hundred Eighty-One and 60/100 Dollars (\$1881.60) shall be paid out of any other fund than said special fund designated as "Kensington Manor Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), and acts amendatory thereof and supplemental thereto, and that in pursuance of said Act an assessment has been levied for said sum of One Thousand Eight Hundred Eighty-one and 60/100 Dollars (\$1881.60).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said Act of the Legislature, will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached by its proper officers thereunto duly authorized, and the said second party has caused these presents to be executed by a majority of the members of the Council of said City of San Diego, and attested by the City Clerk of said City, the day and year first hereinabove written.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
By W.F.RABER, President

(SEAL) ATTEST:
J.A.CANNON, Secretary.

THE CITY OF SAN DIEGO.
By P.J.BENBOUGH
W.C.CRANDALL
RAYMOND M. WANSLEY
ADDISON E. HOUSH
JOHN S. SIEBERT
Members of the Council.

(SEAL) ATTEST:
FRED W. SICK, Acting City Clerk.

I hereby approve the form of the foregoing Contract, this 19th day of May, 1938.

D.L.AULT, City Attorney

By J.H.McKINNEY, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract for Kensington Manor Lighting District #1. Being Document No. 308085.

FRED W. SICK

Acting City Clerk of the City of San Diego, California.

By Helen M. Willey Deputy.

FORM OF CONTRACT

THIS AGREEMENT, made and entered into this 24th day of May, 1938, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, acting by and through its Council, and the COUNTY OF SAN DIEGO, a political subdivision of the State of California, acting by and through its Board of Supervisors, parties of the first part, hereinafter sometimes referred to as the "Owner", and CHAS L. HOSKINS, party of the second part, hereinafter sometimes designated as the "Contractor", WITNESSETH:

ARTICLE I.

That for and in consideration of the covenants and agreements hereinafter contained upon the part of the "Owner", and the sums of money hereinafter designated to be paid to

the Contractor by the Owner, in manner and form as hereinafter in attached specifications provided, the Contractor hereby covenants and agrees to and with the "Owner", to furnish all labor, tools, appliances, equipment, plant and transportation and any and all other expense necessary or incidental to the performance of certain work hereinafter specified for completing the construction and the finishing of the City and County Administration Building on the Civic Center Site on the tidelands between Ash Street and Grape Street, in the City of San Diego, in the County of San Diego, State of California, all as more particularly and in detail set forth in those certain plans and specifications filed in the office of the City Clerk of the City of San Diego on the 11th day of April, 1938, which said specifications are marked Document No. 307481, and endorsed: "Contract Documents including Specifications for completing the Construction and Finishing of the SAN DIEGO CITY & COUNTY ADMINISTRATION BUILDING, Civic Center, San Diego, California." and which said plans are marked Document No. 307482, and endorsed: "Plans for completion of Civic Center Administration Building"; said plans consisting of 48 sheets and said specifications consisting of 209 sheets plus 5 sheets of Addenda. True copies of the Notice Inviting Bids, Proposal of Contractor, and Specifications are hereunto annexed, marked Exhibit "A", by reference thereto incorporated herein and made a part hereof as though in this paragraph fully set forth; likewise said plans are by reference thereto incorporated herein and made a part hereof as though in this paragraph fully set forth.

ARTICLE II.

In consideration of the construction and completion of the work by the Contractor herein undertaken, according to the terms of this contract, and the faithful performance of all the obligations and covenants by the Contractor herein undertaken and agreed upon, the Contractor shall be paid as is provided in the Specifications attached hereto.

ARTICLE III.

The Contractor hereby agrees that he will be bound by each and every part of the plans and specifications, and do and cause to be done all of said work and improvement as specified in the specifications and as shown upon the plans, as the same may be interpreted by the Architects named in said specifications in charge of the work, subject to the approval of the Council of the City of San Diego and the Board of Supervisors of the County of San Diego.

ARTICLE IV.

No interest in this agreement shall be transferred by the Contractor to any other party, and any such transfer shall cause annulment of this contract so far as the "Owner" is concerned. All rights of action, however, for any breach of this contract are reserved to said "Owner".

The Contractor shall be obligated to perform directly and without sub-contracting, not less than twenty-five per centum (25%) of the project, to be calculated on the basis of the contract price and the cost of the materials, supplies and equipment furnished by the "Owner".

ARTICLE V.

The Contractor shall keep harmless and indemnify the City of San Diego and the County of San Diego, its officers and agents, from all damage, cost or expense that arises or is set up for infringement of patent rights of any one for use by said City and/or said County, its officers or agents, of articles supplied by the Contractor under this contract, of which he is not patentee, or which he is not entitled to use or sell; all as more particularly provided in paragraph XLI of the General Conditions which form a part of this Contract.

ARTICLE VI.

The Contractor further agrees and covenants that neither the Contractor, nor any sub-contractor, doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic upon any of the work provided for in this contract to be done, shall require or permit any such laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day, in violation of the provisions of Section 653c of the Penal Code of the State of California; and that the Contractor shall forfeit as a penalty to the City of San Diego and to the County of San Diego Ten (\$10.00) Dollars for each laborer, workman or mechanic employed by the Contractor or by any sub-contractor upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of the provisions of said Section of the Penal Code; and that the Contractor will not knowingly employ or cause or allow to be employed upon any of the work provided in this contract to be done, any alien, contrary to the provisions of the Public Works Alien Employment Act of the State of California (Stats. of 1931, Ch. 398); and that the Contractor shall forfeit as a penalty to said City and said County Ten (\$10.00) Dollars for each alien knowingly employed upon any of the work provided in this contract to be done, by the Contractor or any sub-contractor, contrary to the provisions of said Statute, for each calendar day, or portion thereof, during which such alien is permitted or required to labor in violation thereof.

ARTICLE VII.

The Contractor further agrees that in the performance of the work contemplated by this contract, he will conform to and abide by all the requirements and provisions of the Charter of the City of San Diego and of the Public Works Wage Rate Act of the State of California (Div. II, Part 7, Chap. 1, Articles 1, 2 and 3 of the California Labor Code); and that not less than the prevailing rate of per diem wages hereinafter specified shall be paid to all laborers, workmen and mechanics employed by the Contractor, or any sub-contractor, in the performance of the work contemplated by this contract; and that the Contractor shall forfeit as a penalty to said City and said County Ten (\$10.00) Dollars for each laborer, workman or mechanic employed, for each calendar day, or portion thereof, such laborer, workman or mechanic is paid less than the following specified rate for any work done under this contract by the Contractor, or by any sub-contractor:

<u>Position</u>	<u>8 Hour day</u>	<u>Pay Scale Day</u>
Asbestos Workers		\$10.00
Bricklayer		12.00
Bricklayers' Tenders		7.00
Blacksmith		6.00
Carpenter (Rough and Finish)		8.00
Carpet and Linoleum Worker		8.00
Composition Floor Finisher		10.00
Cement Finishers		10.00
Caulkers		6.00
Clerks		6.00
Compressor Operator		10.00
Concrete Mixermen		10.00
Concrete Spreaders		5.00
Concrete Tampers		5.00
Electrical Workers		10.00
Engineers - hoisting, portable, quarries, tractors over 50 H.P., rollers, mixers		10.00

Glass Workers	8.00
Iron Workers: Ornamental	11.00
Apprentices	6.00
Laborers, building and common	5.00
Laborers, cement	5.00
Lathers (6 hour day)	9.00
Marble Workers	10.00
Marble Workers' Helpers	6.00
Millmen - planing mill department	8.00
Millmen - sash and door	7.00
Millwrights	9.00
Model Castors	9.00
Model Makers	12.00
Model Sculptors	14.00
Mosaic and terrazzo workers	10.00
Mosaic and terrazzo workers' helper	6.00
Materialmen	6.00
Painters	8.00
Plasterers (6 hour day)	9.00
Plasterers' Tenders (6 hour day)	8.10
Plumbers	10.00
Reinforcing Steel Workers	9.00
Sheet Metal Workers	9.00
Steam Fitter	10.00
Tile Sêtters	10.00
Tile Setters' Helpers	6.00
Teamsters	5.00
Tractor Operators - under 50 H.P.	6.00
Timekeepers	6.00
Truck Driver - under 15,500 pounds	5.44
Truck Driver - over 15,500 pounds	6.00
Watchman	5.00
Welders	11.00
Skilled labor not hereinabove enumerated	8.00

Legal holidays, including Sundays and Saturdays where crafts work a five day week, and other overtime when permitted by law, to be paid for at the rate of time and one-half. All of the above wage rates are based on an eight hour day with the exception of the wage rates for lathers, plasterers and plasterers' tenders, which are based on a six hour day. The hourly wage rate is the per diem rate hereinabove prescribed divided by the aforementioned number of hours constituting a working day.

ARTICLE VIII.

It is mutually agreed between the parties hereto that in no case unauthorized by the Charter of the City of San Diego or the Charter of the County of San Diego, or the general laws in effect in said City and in said County, shall said City or said County, or any department, board or officer thereof, be liable for any portion of the contract price.

IN WITNESS WHEREOF, this contract is executed by a majority of the members of the Council of the City of San Diego and by a majority of the Board of Supervisors of the County of San Diego, under and pursuant to resolutions authorizing such execution, and the Contractor has caused these presents to be executed, and its corporate name and seal to be hereunto attached by its proper officers thereunto duly authorized, the day and year first hereinabove written.

(SEAL) ATTEST:

FRED W. SICK, Acting City Clerk.

THE CITY OF SAN DIEGO
By P.J.BENBOUGH
W.C.CRANDALL
RAYMOND M. WANSLEY
ADDISON E. HOUSH
JOHN S. SIEBERT
Members of the Council.

(SEAL) ATTEST:

J.B.McLEES, County Clerk
By C. BUCKLEY, Deputy.

THE COUNTY OF SAN DIEGO
By WALTER BELLON
T. LeROY RICHARDS
JOHN F. FADDIS
HARVEY D. HICKS
B.A.SWEET
Board of Supervisors

CHAS. L. HOSKINS, Contractor
(If executed by an individual or partnership contractor, appropriate changes shall be made in the last preceding paragraph.)

I hereby approve the form of the foregoing contract, this 17th day of May, 1938.

D.L.AULT
City Attorney of the City of San Diego.
By H.B.DANIEL
Assistant City Attorney.

I hereby approve the form of the foregoing contract, this 19th day of May, 1938.

JAMES B. ABBEY
District Attorney of the County of San Diego.
By CARROLL H. SMITH
Deputy District Attorney.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the Council of the City of San Diego, by Resolution No. 67605, passed May 17, 1938, and the Board of Supervisors of the County of San Diego, by Resolution passed May 16, 1938, awarded to Chas. L. Hoskins hereinafter designated as the "Principal", a Contract for completing the construction and the finishing of the City and County Administration Building on the Civic Center Site on the tidelands between Ash Street and Grape Street, in the City of San Diego, California; and

WHEREAS, said Principal is required under the terms of said contract to furnish a Bond for the faithful performance of said contract;

NOW, THEREFORE, We, the Principal, and The Fidelity And Casualty Company of New York as Surety, are held and firmly bound unto the CITY OF SAN DIEGO, hereinafter called the "City", and unto the COUNTY OF SAN DIEGO, hereinafter called the "County", in the penal sum of THREE HUNDRED SIXTY THOUSAND DOLLARS (\$360,000.00), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, execu-

tors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of San Diego and the County of San Diego, their officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this 17th day of May, 1938, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CHAS. L. HOSKINS, Principal.

(SEAL)

THE FIDELITY AND CASUALTY COMPANY OF NEW YORK
Surety
By C.J. STAFFORD

If executed by an individual or partnership contractor, appropriate changes shall be made in the last preceding paragraph.

I hereby approve the form of the within Bond this 19th day of May, 1938.

D.L. AULT

City Attorney of the City of San Diego, California.
By H.B. DANIEL, Assistant City Attorney.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 17th day of May, in the year One Thousand Nine Hundred and Thirty-eight before me Zelda B. Melancon a Notary Public in and for the said County of San Diego residing therein, duly commissioned and sworn, personally appeared C.J. STAFFORD known to me to be the ATTORNEY of THE FIDELITY AND CASUALTY COMPANY OF NEW YORK, the Corporation that executed the within instrument, and known to me to be the person who executed the said instrument on behalf of the Corporation therein named and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of San Diego the day and year in this certificate first above written.

ZELDA B. MELANCON

Notary Public in and for the County of San Diego,
State of California.

(SEAL)

My Commission Expires,
Mar. 12, 1942.

Approved by a majority of the members of the Council of the City of San Diego this 24th day of May, 1938.

(SEAL) ATTEST:

FRED W. SICK, Acting City Clerk.

P.J. BENBOUGH
W.C. CRANDALL
RAYMOND M. WANSLEY
ADDISON E. HOUSH
JOHN S. SIEBERT

Members of the Council.

I hereby approve the form of the within Bond this 19th day of May, 1938.

JAMES B. ABBEY

District Attorney of the County of San Diego, California.
By CARROLL H. SMITH
Deputy District Attorney.

Approved by a majority of the Board of Supervisors of the County of San Diego this 23rd day of May, 1938.

(SEAL) ATTEST:

J.B. McLEES, County Clerk
By C. BUCKLEY, Deputy.

WALTER BELLON
T. LeROY RICHARDS
JOHN P. FADDIS
HARVEY D. HICKS
B.A. SWEET

Board of Supervisors

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS, That

WHEREAS, the Council of the City of San Diego, State of California, by Resolution No. 67605, passed May 17, 1938, and the Board of Supervisors of the County of San Diego, State of California, by Resolution passed May 16, 1938, have awarded to CHAS. L. HOSKINS hereinafter designated as the "Principal", a Contract for completing the construction and the finishing of the City and County Administration Building on the Civic Center Site on the tidelands between Ash Street and Grape Street, in the City of San Diego, California; and

WHEREAS, said Principal is required to furnish a Bond in connection with said Contract, providing that if said Principal, or any of his or its sub-contractors, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the Surety on this Bond will pay the same to the extent hereinafter set forth;

NOW, THEREFORE, We, the Principal, and THE FIDELITY AND CASUALTY COMPANY OF NEW YORK as Surety, are held and firmly bound unto the CITY OF SAN DIEGO, hereinafter called the "City" and unto the COUNTY OF SAN DIEGO, hereinafter called the "County", in the penal sum of ONE HUNDRED EIGHTY THOUSAND DOLLARS (\$180,000.00), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said principal, his or its heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind as required by the provisions of an Act of the Legislature of the State of California, entitled, "An Act to secure the payment of claims of persons employed by contractors upon public works, and the claim of persons who furnish materials, supplies, teams, implements, or machinery used or consumed by such contractors in the performance of such work, and prescribing the duties of certain public officers with respect thereto," approved May 10, 1919, as amended, and provided that the persons, companies or corporations so furnishing said materials provisions, provender, or other supplies, teams, appliances or power used in, upon, for or about the performance of the work contracted to be executed or performed, or any person, company or corporation renting or hiring teams or implements or machinery or power for or contributing to said work to be done, or any person who performs work or labor upon the same, or any person who supplies both work and materials therefor, shall have complied with the provisions of said Act, then said Surety will pay the same in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fee as shall be fixed by the court, awarded and taxed as in the above mentioned Statute provided.

This Bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under said Act, so as to give a right of action to them or their assigns in any suit brought upon this bond.

And the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their seals this 17th day of May, 1938, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CHAS. L. HOSKINS, Principal

THE FIDELITY AND CASUALTY COMPANY OF NEW YORK, Surety
By C.J. STAFFORD

(SEAL)

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,) ss.

On this 17th day of May in the year One Thousand Nine Hundred and Thirty-Eight before me, Zelda B. Melancon a Notary Public in and for the said County of San Diego, residing therein, duly commissioned and sworn, personally appeared C.J. Stafford known to me to be the ATTORNEY of THE FIDELITY AND CASUALTY COMPANY OF NEW YORK, the Corporation that executed the within instrument, and known to me to be the person who executed the said instrument on behalf of the Corporation therein named and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of San Diego the day and year in this certificate first above written.

ZELDA B. MELANCON

Notary Public in and for the County of San Diego,
State of California.

(SEAL)

My Commission Expires,
Mar. 12, 1942.

If executed by an individual or partnership contractor, appropriate changes shall be made in the last preceding paragraph.

I hereby approve the form of the within Bond this 19th day of May, 1938.

D.L. AULT

City Attorney of the City of San Diego, California.

By H.B. DANIEL, Assistant City Attorney.

Approved by a majority of the members of the Council of the City of San Diego this 24th day of May, 1938.

P.J. BENBOUGH

W.C. GRANDALL

RAYMOND M. WANSLEY

ADDISON E. HOUSH

JOHN S. SIEBERT

Members of the Council

(SEAL) ATTEST:

FRED W. SICK, Acting City Clerk

I hereby approve the form of the within Bond this 19th day of May, 1938.

JAMES B. ABBEY

District Attorney of the County of San Diego, California

By CARROLL H. SMITH

Deputy District Attorney.

Approved by a majority of the Board of Supervisors of the County of San Diego this 23rd day of May, 1938.

WALTER BELLON

T. LeROY RICHARDS

JOHN P. FADDIS

HARVEY D. HICKS

B.A. SWEET

Board of Supervisors.

(SEAL) ATTEST:

J.B. McLEES, County Clerk
By C. BUCKLEY, Deputy

THE FIDELITY AND CASUALTY COMPANY OF NEW YORK
THE PIONEER BONDING COMPANY OF THE UNITED STATES
BONDING DEPARTMENT: HALE ANDERSON, Vice-President, in charge
80 Maiden Lane, New York, N.Y.

KNOW ALL MEN BY THESE PRESENTS: That THE FIDELITY AND CASUALTY COMPANY OF NEW YORK has made, constituted, and appointed, and by these presents does make, constitute and appoint C.J. Stafford its true and lawful attorney, for it and in its name, place, and stead to execute on behalf of the said Company, as surety, certain bonds not exceeding Seven Hundred Fifty Thousand Dollars in amount and describable as follows:-

Obligor: CHAS L. HOSKINS and THE FIDELITY AND CASUALTY COMPANY OF NEW YORK.
Obligee: THE CITY OF SAN DIEGO and THE COUNTY OF SAN DIEGO.
Nature of obligation: Contract awarded by City Council Resolution No. 67605, adopted May 17, 1938. Faithful performance of construction contract and for payment of labor and material claims.
The authority conveyed shall expire and terminate if the said bond is not executed and delivered within six months from the date hereof.
In Witness Whereof, The Fidelity and Casualty Company of New York has caused its official seal to be hereunto affixed, and these presents to be signed by one of its secretaries and attested by one of its assistant secretaries this 1st day of January, 1938.
THE FIDELITY AND CASUALTY COMPANY OF NEW YORK
(SEAL) ATTEST: By Wm. L. BATES, Secretary
Wm. P. HARVEY, Assistant Secretary.

STATE OF NEW YORK,)
COUNTY OF NEW YORK,)ss

Wm. P. Harvey, being duly sworn, deposes and says:
That he is an assistant secretary of The Fidelity and Casualty Company of New York, the corporation which is described in and which executed the instrument overleaf; that he knows the corporate seal of the said corporation; that the seal affixed to the instrument overleaf is the corporate seal of the Fidelity and Casualty Company of New York, and was thereto affixed by order and authority of the board of directors of the said Company; that he signed his name thereto by like order and authority; that he is acquainted with William L. Bates, and knows him to be a secretary of the said Company; that the signature of the said William L. Bates subscribed to the said instrument is in the genuine handwriting of the said William L. Bates, and was thereto subscribed by order and authority of the said board of directors of the said Company; that the said Company is duly and legally incorporated under the laws of the State of New York, and has complied with and is now complying with the provisions of the Act of Congress of August 13, 1894, allowing certain corporations to be accepted as surety on bonds.
The deponent further states that the following is a true copy of an extract from the minutes of a meeting of the board of directors of the said Company held at its office in the City of New York on the 21st day of March, 1934, a quorum being present, and the resolution contained in the said extract was unanimously adopted and is now in full force and effect:
"RESOLVED, That ERNEST STURM, chairman of the board of directors of the Company, be, and that he hereby is; that BERNARD M. CULVER, president of the Company, be, and that he hereby is; that HALE ANDERSON, a vice-president of the Company, be, and that he hereby is, and that WILLIAM L. BATES, a secretary of the Company, be, and that he hereby is, authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute in behalf of the Fidelity and Casualty Company of New York bonds, undertakings, and all contracts of suretyship; and that any vice-president, or any secretary, or any assistant secretary be, and that each of them hereby is, authorized to attest the execution of any such power of attorney, and to attach thereto the seal of the Company."
Wm. P. HARVEY, Assistant Secretary

(SEAL)
Sworn to before me this 1st day of January, 1938.
FLORENCE CARROLL
Commissioner of Deeds, City of New York.
Commissioner of Deeds of the City of New York
New York County Clerk's No. 52 Register's 17C8
Commission expires May 12, 1938.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract for completing Civic Center Building with Chas. L. Hoskins. Being Document No. 308150.
FRED W. SICK
Acting City Clerk of the City of San Diego, California
By Helen M. Wallig Deputy.

DEPARTMENT OF COMMERCE BUREAU OF AIR COMMERCE
Sixth Airways District 201 Post Office Building
Oakland, California
June 1, 1938.

City of San Diego
San Diego, California.

Site No. 1, SD-LA AIRWAY

Gentlemen:
By authority of the Secretary of Commerce and in accordance with the terms of the lease executed by you on October 31, 1932, bearing United States Government Contract No. C6ba-205, under which the United States is authorized to occupy property in the County of San Diego, State of California, for the maintenance of Air Navigation Facilities, you are hereby notified that it is the desire of the United States to renew the said lease for a period of one year beginning July 1, 1938, and ending June 30, 1939.
This renewal is contingent upon the Congress of the United States making the necessary appropriation to cover such expense during the fiscal year 1939.
VERY TRULY YOURS,
H.T.BEAN, District Manager
D.J.WILSON, Acting District Manager.
D.J.WILSON, Acting District Manager.
CC: Bureau
GAO
P&S
Procurement
File

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Renewal of Lease by Department of Commerce for maintenance of Air Navigation facilities. Being Document No. 308336.
FRED W. SICK
Acting City Clerk of the City of San Diego, California.
By Helen M. Wallig Deputy.

NOTICE OF COMPLETION AND ACCEPTANCE OF THE WORK PERFORMED AND MATERIALS FURNISHED BY PITTSBURGH-DES MOINES STEEL COMPANY UNDER SCHEDULE I OF THE CONTRACT FOR THE CONSTRUCTION OF THE COLLEGE RESERVOIR AND PIPE LINE, WHICH SAID CONTRACT IS DATED NOVEMBER 6, 1937, AND IS ON FILE IN THE OFFICE OF THE CITY CLERK OF THE CITY OF SAN DIEGO AS DOCUMENT NO. 305384.

TO WHOM IT MAY CONCERN: NOTICE IS HEREBY GIVEN by the City of San Diego, owner, that the work performed and materials furnished by Pittsburgh-Des Moines Steel Company, under Schedule I of the contract for the construction of the College Reservoir and Pipe Line, which said contract is dated November 6, 1937, and is on file with the City Clerk of the City of San Diego as Document No. 305384, was completed to the satisfaction of the City's Hydraulic Engineer and the City Manager of said City on May 13, 1938.

YOU ARE FURTHER NOTIFIED, that the City Council of the City of San Diego on May 24, 1938, by Resolution duly and regularly passed and adopted, officially accepted the said work performed and materials furnished by said Pittsburgh-Des Moines Steel Company. Certified copy of said resolution of the City Council accepting said work is attached hereto and made a part of this notice the same as though fully set out herein.

Dated at San Diego, California, this 25th day of May, 1938.

(SEAL)

THE CITY OF SAN DIEGO
By FRED W. SICK, Acting City Clerk.

RECORDED MAY 25 1938 5 Min. past 11 A.M. In Book 775 At Page 416 of Official Records, San Diego Co., Cal. Recorded At Request of City of San Diego.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.

I.W.M.SAMPLE

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Notice of Completion on College Reservoir and Pipe Line. Being Document No. 308185.

FRED W. SICK

Acting City Clerk of the City of San Diego, California.

By Helen M. Willig Deputy.

A G R E E M E N T

WHEREAS, Drs. C.E. Rees & Staley are, is the owner of Lot D, Block 242, Subdivision Hortons and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 18 day of May, 1938, by Dr. C.E. Rees & Dr. Staley that they will, for and in consideration of the permission granted them to remove 10 feet of curbing on 4th street adjacent to the above described property, bind a driveway to, and do hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs they so to do, and comply therewith at their own expense and with no cost or obligation on the part of the City of San Diego.

They further agree that this agreement shall be binding on themselves, their heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

REES STEALY CLINIC
Per C.L. STEALY
Owner's Name
200D 4th St.
Address.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,) ss

On this 18 day of May, A.D. Nineteen Hundred and 38, before me, Christene C. North a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared C.L. STEALY known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

CHRISTENE C. NORTH

Notary Public in and for the County of San Diego,
State of California.

(SEAL)

RECORDED JUN 3 1938 36 Min. past 3 P.M. In Book 784 At Page 196 of Official Records, San Diego Co., Cal. Recorded At Request of City of San Diego.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.

L. SHANNON

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from Rees-Stealy Clinic to the City of San Diego, California. Being Document No. 308284.

FRED W. SICK

Acting City Clerk of the City of San Diego, California.

By Helen M. Willig Deputy.

UNDERTAKING FOR STREET LIGHTING.
MISSION BEACH LIGHTING DISTRICT NO. 1.

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virute of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of SIX HUNDRED THIRTY DOLLARS (\$630.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 1st day of June, 1938.
WHEREAS, the above bounden SAN DIEGO consolidated Gas & Electric Company has entered into contract with said The City of San Diego, under and pursuant to Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), to do all work upon MISSION BOULEVARD, between the southerly line of Ventura Place and the southerly line of Pacific Beach Drive, in the City of San Diego, California, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made apart hereof.

NOW, THEREFORE, the condition of this obligation is such that if the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, Principal
(SEAL) ATTEST: By W.F.RABER, President
J.A.CANNON, Secretary.
THE AETNA CASUALTY AND SURETY COMPANY, Surety
(SEAL) ATTEST: By PAUL WOLCOTT, Resident Vice-President.
E.L. TOLSON, Resident Assistant Secretary.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,) ss

On this 1st day of June, in the year nineteen hundred thirty-eight, before me, Frances S. Bowers, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Paul Wolcott, known to me to be the Resident Vice-President and E.L.Tolson, known to me to be the Resident Assistant Secretary of The Aetna Casualty and Surety Company, the corporation which executed the within and annexed instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.
FRANCES S. BOWERS
Notary Public in and for said San Diego County,
State of California.
(SEAL)

I hereby approve the form of the foregoing Undertaking this 31st day of May, 1938.
D.L.AULT, City Attorney
By HARRY S. CLARK, Deputy City Attorney.

I HEREBY CERTIFY that the Council of the City of San Diego did by Resolution No. 67575 passed and adopted on the 17th day of May, 1938, require and fix the sum of \$630.00 as the penal sum of the foregoing Undertaking.
FRED W. SICK
(SEAL) Acting City Clerk of the City of San Diego.

CONTRACT FOR STREET LIGHTING.
MISSION BEACH LIGHTING DISTRICT NO.1.

THIS AGREEMENT, made and entered into this 7th day of June, 1938, by and between SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Council of the City of San Diego, has been awarded the contract for the work hereinafter mentioned,

NOW, THEREFORE, the respective parties hereto do promise and agree as follows, to-wit:

Said first party, for the consideration hereinafter mentioned, promises and agrees with the said second party, that it will do and perform, or cause to be done and performed, in a good and workmanlike manner, under the supervision of the City Engineer of said City, all of the following work, to-wit: The furnishing of electric current for the lighting of the street lamps on bracket arms attached to the poles between the street railway tracks on MISSION BOULEVARD, between the southerly line of Ventura Place and the southerly line of Pacific Beach Drive, in the City of San Diego, California; together with the maintenance of said bracket arms, wires and lamps on said Mission Boulevard, within the limits above mentioned. Such furnishing of electric current and such maintenance of appliances shall be for a period of one year from and including May 15, 1938, to-wit, to and including May 14, 1939.

All of said work shall be done strictly in accordance with the plans and specifications contained in the report of the City Engineer of said City, being document entitled: "Engineer's Report and Assessment for Mission Beach Lighting District No. 1", filed March 7, 1938, in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of Two Thousand Sixteen Dollars (\$2,016.00) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Mission Beach Lighting District No. 1 Fund."

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of Five Hundred Four Dollars (\$504.00) in twelve equal monthly installments drawn upon the Street Light Fund of said City.

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having

jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of Two Thousand Sixteen Dollars (\$2,016.00) shall be paid out of any other fund than said special fund designated as "Mission Beach Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), and acts amendatory thereof and supplemental thereto, and that in pursuance of said Act an assessment has been levied for said sum of Two Thousand Sixteen Dollars (\$2,016.00).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said Act of the Legislature, will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, other than said sum of Five Hundred Four Dollars (\$504.00), nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached by its proper officers thereunto duly authorized, and the said second party has caused these presents to be executed by a majority of the members of the Council of said City of San Diego, and attested by the City Clerk of said City, the day and year first hereinabove written.

(SEAL) ATTEST:
J.A.CANNON, Secretary.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
By W.F.RABER, President

(SEAL) ATTEST:
FRED W. SICK, Acting City Clerk.

THE CITY OF SAN DIEGO.
By P.J.BENBOUGH
W.C.CRANDALL
RAYMOND M. WANSLEY
ADDISON E. HOUSH
JOHN S. SIEBERT
Members of the Council

I hereby approve the form of the foregoing Contract, this 31st day of May, 1938.
D.L.AULT, City Attorney

By HARRY S. CLARK, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract for Mission Beach Lighting District #1. Being Document No. 308322.

FRED W. SICK
Acting City Clerk of the City of San Diego, California.

By Helen M. Wilby Deputy.

L E A S E

THIS INDENTURE OF LEASE, made and entered into this 15th day of June, 1938, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, acting by and through the Harbor Commission of said City, hereinafter sometimes called the City, and MAURICE WEINBERGER, hereinafter designated as the Lessee, WITNESSETH:

That the City, Lessor, as aforesaid, does by these presents demise and let unto the Lessee, upon the terms and conditions, and for the purposes and uses hereinafter recited, and the Lessee hereby hires and accepts from the City, upon the terms and conditions and for the uses and purposes hereinafter recited, that portion of the building on the 28th Street Landing located on the tidelands at the foot of 28th Street, in said City, being approximately 1450 square feet of the easterly portion of the aforementioned building, for a period of five (5) years, beginning on the 15th day of June, 1938, and ending on the 14th day of June, 1943, unless sooner terminated as herein provided, at the following rentals:

Forty dollars (\$40.00) per month, payable in advance on the first day of each and every month, for the first two (2) years of said term, and not less than sixty dollars (\$60.00) nor more than seventy-five dollars (\$75.00) per month for the next three years of said term.

The right of the Harbor Commission of said City to adjust the rental above provided at the end of said two-year period, and/or at any time thereafter during the remainder of said term, is hereby expressly reserved to said City, and said Lessee in accepting this lease acknowledges the right of the Harbor Commission of said City to readjust and increase the rental of said premises as herein provided; provided, however, that the rental shall not be increased to exceed seventy-five dollars (\$75.00) per month during the last three years of said term.

At the expiration of said five-year term, provided the Lessee shall have faithfully performed and complied with all of the covenants, terms and conditions of this lease, and shall not be in any respect in default hereunder, the Lessee shall have the right and option to renew this lease for an additional period of five (5) years, at a rental to be fixed and determined by the Harbor Commission when and if said option for renewal shall be exercised; provided, however, that the rental for said extended term shall be not less than one hundred dollars (\$100.00) nor more than one hundred and fifty dollars (\$150.00) per month.

It is expressly understood and agreed by and between the parties hereto that this lease is upon the following conditions and covenants, all of which the Lessee, his legal representatives and assigns, hereby covenant and agree to and with the Lessor fully to observe, keep and perform:

(1) That this lease shall not be assignable or transferable, nor shall the Lessee have the right to sublet the leased premises, or any part thereof, without the consent of the Harbor Commission evidenced by resolution duly and regularly passed and adopted; and there is hereby reserved to the Council of said City and the Harbor Commission of said City, and the people of said City of San Diego the right and privilege to terminate, change or modify this lease on such terms, reservations and conditions as are stipulated herein.

(2) It is understood and agreed that the Lessee accepts the premises in the condition that the same now are, and that the Lessor shall not be required to make any repairs, alterations or improvements of any character whatsoever thereto or thereupon.

(3) That if the rent herein reserved shall be due and unpaid for a period of ten (10) days after the same shall become due and payable, this lease shall at the option of the Lessor become null and void.

(4) That the Lessee shall not keep or permit to be kept by any one on the demised premises any article which the insurance companies may deem extra hazardous, or which increases the rate of insurance.

(5) That said Lessee shall pay for all electric current and gas used by him upon said premises.

(6) That said premises are to be used by said Lessee for the purpose of conducting a cafe and restaurant therein, including the sale of tobacco, candies, notions, newspapers, magazines, kodak films and drug sundries; also on and off sale beer, wines and liquors.

(7) Reference is hereby made to all laws as now existing, and as hereafter amended or enacted, applicable to the leasing of tidelands by the City of San Diego, and by such reference all restrictions or conditions imposed or reservations made therein are made a part of this lease with like effect as though the same were expressly set forth herein; and the Lessee does hereby expressly covenant that he will in all respects abide by all such laws; and further that he will in the use and occupancy of said leased premises, and in all business conducted therein, strictly comply with and abide by all Federal and State laws and municipal ordinances as now existing and as hereafter amended or enacted applicable thereto.

(8) That the Lessee shall keep and maintain the demised premises in good repair, and at the termination of this lease surrender the same to the Lessor in as good condition as reasonable and proper use thereof will permit, damage by the elements alone excepted.

(9) That in case of a violation by the Lessee of any of the terms and conditions of this lease the Lessor may either ^{terminate} this lease upon sixty days' notice, and take possession of the premises, or may enter and possess the same as the agent of the Lessee and for his account.

IN WITNESS WHEREOF, a majority of the members of the Harbor Commission of the City of San Diego have hereunto subscribed their names as and for the act of said City, and the said Lessee has hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO, Lessor.

By R.H. VanDEMAN

EMIL KLICKA

Members of the Harbor Commission
of the City of San Diego.

MAURICE WEINBERGER, Lessee.

I hereby approve the form of the foregoing Lease, this 26 day of May, 1938.

D.L. AULT, City Attorney

By H.B. DANIEL, Assistant City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Maurice Weinberger. Being Document No. 308428.

FRED W. SICK

Acting City Clerk of the City of San Diego, California.

By Helen M. Wilby Deputy.

LEASE

THIS INDENTURE OF LEASE, made and entered into this 15th day of June, 1938, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, acting by and through the Harbor Commission of said City, as Lessor, hereinafter called the City, and AMERICAN PRODUCTS, INC., a corporation, as Lessee, WITNESSETH:

That the City, lessor, as aforesaid, does by these presents demise and let unto the lessee, upon the terms and conditions and for the purposes and uses hereinafter recited, and the lessee hereby hires and accepts from the City, upon the terms and conditions and for the uses and purposes hereinafter recited, all those lands bordering and extending into the Bay of San Diego, and being a portion of those lands conveyed to the City of San Diego by the State of California under the provisions of that certain Act of the Legislature, entitled, "An Act conveying certain tidelands and lands lying under inland navigable waters situated in the Bay of San Diego to the City of San Diego in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof," approved on the first day of May, 1911, and as subsequently amended, particularly described as follows, to-wit:

Beginning at a point on the U.S. Bulkhead Line, as said bulkhead line is now established for the Bay of San Diego, distant 1698.02 feet northwesterly from Station 183 on said bulkhead line; thence north 70° 50' east a distance of 380.97 feet to the true point or place of beginning; thence north 50° 50' west a distance of 528.70 feet to a point; thence north 70° 50' east a distance of 213.84 feet to a point; thence south 50° 50' east a distance of 528.70 feet to a point; thence south 70° 50' west a distance of 213.84 feet to the true point or place of beginning, containing approximately 96,000 square feet of area.

The lands hereinabove described being shown on the map or plat attached hereto, marked EXHIBIT "A", and made a part of this lease.

TO HAVE AND TO HOLD the said premises and each and every part thereof unto the lessee for a period of five (5) years, beginning on the 15th day of June, 1938, and ending on the 14th day of June, 1943, unless sooner terminated as herein provided, at the following rentals:

For the first three (3) years of the term of said lease, at the rate of one cent (1¢) per square foot per year;

For the last two (2) year period of said term, at the rate of two cents (2¢) per square foot per year.

All rentals hereunder shall be due and payable monthly in advance upon the first day of each and every month during the term of this lease.

Neither the whole, nor any part of this lease shall be assignable or transferable, nor shall the lessee have the right to sublet the leased premises, or any part thereof, without the consent of the Harbor Commission, evidenced by resolution duly and regularly passed and adopted.

The Council of said City and the HARBOR Commission of said City, and the people of said City, hereby reserve the right and privilege to annul, change or modify this lease in such manner as may seem proper, upon the payment to said lessee of reasonable compensation for damages occasioned by said annulment, change or modification. The reasonable compensation herein provided to be paid to the lessee shall be based upon and limited to compensation for the actual value of such buildings, structures and physical improvements placed upon the demised premises by the lessee as are required, authorized or permitted under the terms of this lease, and shall not be held to include compensation to said lessee for any damage to, interference with, or loss of business or franchise occasioned by any such annulment, change or modification.

In addition to the foregoing provisions, it is hereby agreed by the parties to this lease that the same is granted and accepted upon the further terms and conditions hereinafter provided, to-wit:

(1) That the demised premises shall be used for the purpose of conducting and maintaining thereon the business of selling lumber and allied construction materials at wholesale. The lessee shall have the right to construct an office and warehouse, and such other building or buildings as may be necessary or convenient for conducting and carrying on said business.

(2) That said lessee shall at the expiration or termination of this lease have the right, and shall be required to remove all improvements placed upon said premises by it.

(3) That all plans for buildings and improvements to be erected or placed upon said leased premises shall comply with all the ordinances of the City of San Diego, and shall be subject to the approval of the said Harbor Commission.

(4) That said City reserves the right to lay water pipes across said lands, and to make such other improvements for the development of the facilities of the Bay of San Diego for the purpose of navigation and commerce and the fisheries, at such time and in such manner as may be provided in any general plan of harbor improvement adopted by the Council of said City, and that the lessee will remove any structures or buildings from said demised premises as shall interfere with carrying out of the adopted harbor plan in any way whatsoever, at its own cost and expense, and without any claim or right to damages or compensation therefor; provided, only, that said lessee shall not be disturbed in the possession and use of said premises to any greater degree than is necessary in the carrying out and completion of said general plan of improvement.

(5) At no time during the life of this lease shall The City of San Diego be required to make any improvement on or for the benefit of the said leased lands hereinabove described.

(6) In the event the Lessee shall fail to fulfill in any manner the uses and purposes for which the said premises are leased as above set forth, or shall fail or refuse to perform any of the obligations undertaken by it under this lease, or shall violate any of the terms or conditions herein expressed, including the prompt payment when the same shall be due of all rentals reserved herein, then and in that event this lease shall terminate, and said lessee shall have no further rights hereunder, and the said lessee shall remove from said demised premises and shall have no further right or claim thereto, and the said City shall immediately thereupon, without recourse to the courts, have the right to take possession of said premises, and said lessee shall forfeit all rights and claims thereto and hereunder; and said lessee, in accepting this lease hereby acknowledges the right of said City to take possession of said premises immediately upon the neglect or refusal of said lessee to comply with the terms and conditions hereinbefore mentioned.

(7) Reference is hereby made to all laws as now existing, and as hereafter amended or enacted, applicable to the leasing of tidelands by the City of San Diego, and by such reference all restrictions or conditions imposed, or reservations made thereto, are made a part of this lease with like effect as though the same were expressly set forth herein.

IN WITNESS WHEREOF, a majority of the members of the Harbor Commission of the City of San Diego have hereunto subscribed their names as and for the act of said City, and the said Lessee has caused this instrument to be executed, and its corporate name and seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first hereinabove written.

THE CITY OF SAN DIEGO, Lessor.

By R.H.VAN DEMAN
EMIL KLICKA

Members of the Harbor Commission
of the City of San Diego.

AMERICAN PRODUCTS INC.
700 East Harbor St.
San Diego, California
By J.C.EVENSON, Pres.

Lessee

(SEAL) ATTEST:
KNUTE RINDE, Sec'y.

I hereby approve the form of the foregoing Lease, this 26 day of May, 1938.

D.L.AULT, City Attorney

By H.B.DANIEL, Assistant City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Tideland Lease with American Products, Inc. Being Document No. 308542.

FRED W. SICK

Acting City Clerk of the City of San Diego, California.

By Helen M. Willy Deputy.

C O N T R A C T

THIS AGREEMENT, made this 1st day of July, 1938, between THE CITY OF SAN DIEGO, a municipal corporation in the State of California, acting by and through the City Manager thereof, first party, hereinafter sometimes referred to as the "City", and CARL M. ESENOFF, second party, hereinafter sometimes designated as the "Auditor", WITNESSETH:

WHEREAS, the City desires to engage the services of a competent certified public accountant to make the annual audit of all accounts and books of all the departments of the City; pursuant to the provisions of Section 111 of the City Charter, and to perform certain other work as hereinafter mentioned; and

WHEREAS, second parties are willing to undertake and perform said work;

NOW, THEREFORE, the parties do hereby agree together as follows:

(1) The City does hereby employ the said second parties to make the annual audit required under Section 111 of the City Charter, covering a period of one year from July 1, 1937 to June 30, 1938, inclusive, and agrees to pay second party therefor the amounts, at the times, and in the manner hereinafter set forth.

(2) The second party does hereby accept said employment, and agrees faithfully and to the best of his ability to perform said services required of him, and to accept in full compensation therefor the sums of money, payable at the times, and in the manner hereinafter set forth.

(3) The Auditor agrees to commence said audit on or before the 31st day of July, 1938, and to fully complete the same on or before the 30th day of November, 1938.

(4) The City agrees to pay to said Auditor for said completed audit the sum of Seventeen Hundred Dollars (\$1700.00).

The amount agreed to be paid to said Auditor on account of said audit, to-wit, the sum of Seventeen Hundred Dollars (\$1,700.00), shall be payable in the following manner: Twenty-five per cent (25%) thereof when twenty-five per cent (25%) of said audit shall have been completed; twenty-five per cent (25%) when fifty per cent (50%) of said audit shall have been completed; and twenty-five per cent (25%) when seventy-five per cent (75%) of said audit shall have been completed. The Auditor shall render to the Manager progress reports whenever required by him, and his determination as to progress of the audit shall be final and binding upon the Auditor.

The withheld portion of said Seventeen Hundred Dollars (\$1700.00), to-wit, twenty-five per cent (25%) shall not become due and payable until the completion of said audit and the acceptance of the same by the City Manager and the acceptance thereof by the City Council, and until release shall have been executed and filed as hereinafter provided, and until five (5) days shall have elapsed after the expiration of the period within which liens may be filed under the provisions of Part III, Title IV, of the Code of Civil Procedure of the State of California.

When the terms of this agreement shall have been fully complied with to the satisfaction of the City Manager, and when a release of all claims against the City of San Diego under or by virtue of this agreement shall have been executed by the Auditor, and when five (5) days shall have elapsed after the expiration of the period within which liens may be filed as hereinabove provided, final payment will be made at such time and in such manner as provided by law of any balance due, including the percentage withheld as above stated, or such portion thereof as may be due the Auditor.

The Auditor agrees that he will not underlet nor assign this agreement, or any part thereof.

It is mutually understood and agreed by and between the parties hereto that in no case unauthorized by the Charter of said City, shall said City, or any department, board or officer thereof, be liable for any portion of the contract price; also that no extra work shall be done by said Auditor unless authorized and directed by resolution of the Council of the City of San Diego to that effect.

IN WITNESS WHEREOF, this agreement is executed by the City of San Diego, acting by and through its City Manager, under and pursuant to Resolution No. 67698 authorizing such execution, and second party has hereunto subscribed his name the day and year first hereinabove written.

(SEAL) ATTEST:
FRED W. SICK, Acting City Clerk.

THE CITY OF SAN DIEGO
By R.W.FLACK, City Manager.

CARL M. ESENOFF

I HEREBY APPROVE the form of the foregoing Contract this 10th day of June, 1938.
D.L.AULT, City Attorney
By H.B.DANIEL, Assistant City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Carl M. Esenoff for annual audit for 1937-38. Being Document No. 308557.
FRED W. SICK
Acting City Clerk of the City of San Diego, California.

By Helen M. Willig Deputy.

A G R E E M E N T

WHEREAS, Mr. & Mrs. Archie C. Walker are the owners of Lots Fourteen, Fifteen & Sixteen, Block Fourteen, Lots 14,15,16 Block 14 Subdivison Center Addition of La Jolla Park, and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 3rd day of June, 1938, by Mr.& Mrs.Archie C. Walker that we will, for and in consideration of the permission granted us to remove 18 feet of curbing on High Street adjacent to the above described property, bind ourselves to, and we hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs us so to do, and comply therewith at our own expense and with no cost or obligation on the part of the City of San Diego.

We further agree that this agreement shall be binding on us, our heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

MR. & MRS. ARCHIE C. WALKER
By ARCHIE C. WALKER
Owner's Name
7405 High Ave. La Jolla, Cal.
Address.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 3rd day of June, A.D.Nineteen Hundred and thirty-eight before me, Luther Brown a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Archie C. Walker known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

LUTHER BROWN
Notary Public in and for the County of San Diego,
State of California.

(SEAL)
My Commission Expires,
March 22, 1940.

RECORDED JUN 10 1938 55 Min. past 9 A.M. In Book 790 at Page 154 of Official Records, San Diego Co., Cal. Recorded At Request of City of San Diego.

ROGER N. HOWE, County Recorder
By Deputy H.ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.
M.E.BAIRD, #9,

Copyist County Recorder's Office, S.D.County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from Archie C. Walker to the City of San Diego, California. Being Document No. 308363.

FRED W. SICK
Acting City Clerk of the City of San Diego, California.

By Helen M. Wilbig Deputy.

SAINT PAUL MERCURY
INDEMNITY COMPANY
OF SAINT PAUL.

Bond No. 14457

KNOW ALL MEN BY THESE PRESENTS: That we, DALEY CORPORATION, of the City of San Diego, California, as Principal, and SAINT PAUL-MERCURY INDEMNITY COMPANY OF SAINT PAUL, a corporation organized under the laws of the State of Delaware, as Surety, are held and firmly bound unto the CITY OF SAN DIEGO in the full and just sum of TEN THOUSAND AND 00/100 (\$10,000.00) DOLLARS, for the payment of which, well and truly to be made, the said Principal and the said Surety bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, DALEY CORPORATION is about to enter into a contract with the City of San Diego for the disposal of such garbage directly collected by the Public Works Department of the City of San Diego and delivered by it at certain station or stations in the City of San Diego, and as designated by the City of San Diego in accordance with the specifications therefor.

NOW, THEREFORE, the CONDITION OF THIS OBLIGATION IS SUCH that, if the said DALEY CORPORATION shall collect the said garbage as more fully described in the specifications therefor, and at the places and in the manner as described in the specifications therefor, and shall faithfully perform all of the things required of him to perform by the said specifications and the contract between the said DALEY CORPORATION and the CITY OF SAN DIEGO, then this obligation to be null and void; otherwise, to remain in full force and effect.

SIGNED, SEALED AND DATED this 23rd day of June, 1938.

(SEAL)

DALEY CORPORATION
By G.R.DALEY

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 23rd day of June, 1938, before me, C.D.Moore a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared G.R.Daley known to me to be the President and _____ known to me to be the Secretary of the Corporation that executed the within instrument, known to me to be the persons who executed the within Instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal, at my office in the County of San Diego, the day and year in this certificate first above written.

(SEAL)

My Commission Expires,
August 31st, 1940.

C.D.MOORE
Notary Public in and for the County of San Diego,
State of California.

SAINT PAUL-MERCURY INDEMNITY COMPANY OF SAINT PAUL.
By GEORGE E. LAFFEY
Its Attorney-in-Fact.

(SEAL)

STATE OF CALIFORNIA,)
COUNTY OF LOS ANGELES,)ss

On this 23rd day of June, 1938, before me, a Notary Public, within and for the said County and State, personally appeared GEORGE E. LAFFEY to me personally known, who being duly sworn, upon oath did say that he is the Agent and Attorney-in-Fact of and for the SAINT PAUL-MERCURY INDEMNITY COMPANY OF SAINT PAUL, Saint Paul, Minnesota, a corporation, created, organized and existing under and by virtue of the laws of the State of Delaware, that the corporate seal affixed to the foregoing within instrument is the seal of the said Company; that the seal was affixed and the said instrument was executed by the authority of its Board of Directors; and he did also acknowledge that he executed the said instrument as the free act and deed of said Company.

(SEAL)

My Commission Expires,
July 26, 1941.

PAUL W. ROSTER, JR, Notary Public

I HEREBY APPROVE the foregoing Bond this 22 day of June, 1938.
R.W.FLACK, City Manager.

I HEREBY APPROVE the form of the foregoing bond this 22nd day of June, 1938.
D.L.AULT, City Attorney
By H.B.DANIEL, Assistant.

SAINT PAUL MERCURY
INDEMNITY COMPANY
OF SAINT PAUL

Bond No. 14458

KNOW ALL MEN BY THESE PRESENTS: That we, DALEY CORPORATION, of the City of San Diego, California, as Principal, and SAINT PAUL-MERCURY INDEMNITY COMPANY OF SAINT PAUL, a corporation organized and existing under the laws of the State of Delaware, as Surety, are held and firmly bound unto CITY OF SAN DIEGO, and to any and all persons damaged by the negligence or carelessness of the Contractor in the fulfilment of its contract, in the full and just sum of TEN THOUSAND (\$10,000.00) DOLLARS for the payment of which, well and truly to be made, the said Principal and Surety bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said DALEY CORPORATION has entered or is about to enter into a contract with the City of San Diego for the disposal of the garbage of the City of San Diego, in the manner and upon the terms and conditions more particularly described in the specifications therefor; and

WHEREAS, the specifications further provide that the said DALEY CORPORATION shall file with the City Clerk of the City of San Diego an Indemnity Bond guaranteeing to hold and save the City of San Diego harmless from any and all damage caused by the contractor in the fulfilment of its contract, and shall be conditioned to inure to the benefit of the City of San Diego and any and all persons damaged by the negligence or carelessness of the contractor in the fulfilment of its contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the said DALEY CORPORATION shall save harmless the City of San Diego and any and all persons damaged by the negligence or carelessness of the contractor in the fulfilment of its contract, then this obligation shall be null and void; otherwise, to remain in full force and effect.

SIGNED, SEALED and DATED this 23rd day of June, 1938.

DALEY CORPORATION
By G.R.DALEY

(SEAL)

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,) ss

On this 23rd day of June, 1938, before me, C.D.Moore a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared G.R.DALEY known to me to be the President and _____ known to me to be the Secretary of the Corporation that executed the within instrument, known to me to be the persons who executed the within Instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal, at my office in the County of San Diego, the day and year in this certificate first above written.

C.D.MOORE
Notary Public in and for the County of San Diego,
State of California.

(SEAL)

My Commission Expires,
August 31st, 1940.

SAINT PAUL-MERCURY INDEMNITY COMPANY OF
SAINT PAUL
By GEORGE E. LAFFEY
Its Attorney-in-Fact.

(SEAL)

STATE OF CALIFORNIA,)
COUNTY OF LOS ANGELES,) ss

On this 23rd day of June, 1938, before me, a Notary Public, within and for the said County and State, personally appeared George E. Laffey to me personally known, who being duly sworn, upon oath did say that he is the Agent and Attorney-in-Fact of and for the Saint Paul-Mercury Indemnity Company of Saint Paul, Saint Paul, Minnesota, a corporation, created, organized and existing under and by virtue of the laws of the State of Delaware, that the corporate seal affixed to the foregoing within instrument is the seal of the said Company; that the seal was affixed and the said instrument was executed by the authority of its Board of Directors; and he did also acknowledge that he executed the said instrument as the free act and deed of said Company.

PAUL W. ROSTER, JR, Notary Public.

(SEAL)

My Commission Expires,
July 26, 1941.

I HEREBY APPROVE the foregoing Bond this 22 day of June, 1938.
R.W.FLACK, City Manager

I HEREBY APPROVE the form of the foregoing bond this 22nd day of June, 1938.
D.L.AULT, City Attorney
By H.B.DANIEL, Assistant.

CONTRACT FOR THE DISPOSAL OF GARBAGE

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 23rd day of June, 1938, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, party of the first part, hereinafter sometimes designated as the City, and DALEY CORPORATION, a corporation organized and existing under and by virute of the laws of the State of California, the party of the second part, hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the mutual promises, matters and things hereinafter recited, the parties hereto agree together as follows:

I.

That the Contractor will dispose of, or cause to be disposed of, all garbage and market refuse which the City may deliver at the City garbage hoppers located on the tidelands at or near the southerly end of Eighth Avenue, San Diego, or at any other stations located within the city limits designated by the City Manager and the Department of Public Health of the City, and that such disposal shall be at the times and in the manner required by the specifications for the disposal of garbage and market refuse in The City of San Diego filed in the office of the City Clerk of said City April 12, 1938, bearing Document No. 307511, a copy of which said specifications is attached to this contract, marked "Exhibit A", and made a part hereof.

The Contractor specifically covenants and agrees with the City that it will be bound by every term, condition and requirement contained in said specifications.

II.

It is understood and agreed that in the event the Contractor, during any period while this contract is in force, shall be unable to dispose of the garbage and market refuse delivered to it by the City for disposal hereunder, by feeding the same to hogs, by reason of the disease known as the "hoof and mouth" disease, cholera, or the presente of any contagious and communicable diseases among hogs which would make the spread of said diseases dangerous in said community, or for the further reason that such hogs may be quarantined by the Department of Public Health, or in the event of any order of the Department of Public Health that said garbage and market refuse shall not be disposed of to said hogs on account of disease, then the Contractor shall be released from the provisions of this contract solely and only to the extent that it shall not, for the length of time that such diseases prevail, or ranches or farms upon which they are located are under quarantine for such contagious or communicable diseases, be required to pay the City any sum for the delivery of said garbage and market refuse; it being understood, however, that notwithstanding said quarantine and the inability of the Contractor to dispose of such garbage and market refuse by feeding the same to hogs, on account of and for the reason of disease among them, nevertheless the Contractor shall be bound to continue to accept the delivery of said

garbage and market refuse, and dispose of, or cause the same to be disposed of, beyond the corporate limits of the City of San Diego, in a manner satisfactory to the Department of Public Health of the City and the City Manager.

III.

The Contractor agrees to pay to the City for all garbage or market refuse delivered to it, as herein provided, the price per ton based on and pursuant to the following conditions and schedule:

When the market price of hogs shall be less than four cents (4¢) per pound, live weight, no payments will be required from the Contractor to the City for any of the garbage and market refuse delivered to it.

When the price of live hogs on the Los Angeles market shall reach a price of four cents (4¢) or more per pound, live weight, the Contractor shall pay to the City for all garbage and market refuse thereafter delivered amounts per ton from ten cents (10¢) to one dollar and fifty cents (\$1.50), scaled according to said market price as follows:

4 cents and less than 6 cents per pound	\$0.10 per ton for garbage
6 cents and less than 7 cents per pound	\$0.25 per ton for garbage
7 cents and less than 8 cents per pound	\$0.40 per ton for garbage
8 cents and less than 9 cents per pound	\$0.50 per ton for garbage
9 cents and less than 10 cents per pound	\$0.60 per ton for garbage
10 cents and less than 11 cents per pound	\$0.70 per ton for garbage
11 cents and less than 12 cents per pound	\$0.80 per ton for garbage
12 cents and less than 13 cents per pound	\$0.90 per ton for garbage
13 cents and less than 14 cents per pound	\$1.10 per ton for garbage
14 cents and less than 15 cents per pound	\$1.20 per ton for garbage
15 cents and less than 16 cents per pound	\$1.35 per ton for garbage

For 16 cents and over per pound, Contractor agrees to pay \$1.50 per ton.

The market price of hogs per pound live weight shall be determined and based upon the average market price quoted by the Los Angeles Live Stock Market on hogs weighing from 150 pounds to 200 pounds.

Payments shall be made by the Contractor to the City not later than the fifteenth of each and every month for all garbage and market refuse delivered to the Contractor hereunder during the preceding month; and it is understood that said monthly payments shall be based on the average market price of hogs per pound, live weight, during each month of delivery, as evidenced by said market prices.

IV.

The Contractor specifically agrees that if at any time during the life of this contract it shall fail or neglect to perform any of the conditions, requirements or obligations hereof, and such failure, omission or neglect be not immediately corrected, upon written notice from the City thereof, then and in that event the City Manager may terminate this contract by a notice in writing served upon the Contractor, which notice shall state the reasons or grounds for such termination, and the City shall not by reason thereof be liable for any loss or damage suffered or sustained by the Contractor on account of such termination.

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of the City of San Diego, pursuant to and under Resolution No. 67552 of the Council authorizing such execution, and the Contractor has caused this contract to be executed and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized, the day and year in this agreement first above written.

This agreement is executed in two parts, each of which shall be deemed to be an original.

I hereby approve the form of the foregoing
Contract this 22d day of June, 1938.
D.L.AULT, City Attorney by H.B.DANIEL

Assistant City Attorney.

THE CITY OF SAN DIEGO
By R.W.FLACK, City Manager
DALEY CORPORATION (SEAL)
By G.R.DALEY, President.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 23rd day of June, 1938, before me, C.D.Moore a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared G.R.Daley known to me to be the President and _____ known to me to be the Secretary of the Corporation that executed the within instrument, known to me to be the persons who executed the within Instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal, at my office in the County of San Diego, the day and year in this certificate first above written.

C.D.MOORE
Notary Public in and for the County of San Diego,
State of California.

(SEAL)
My Commission Expires,
August 31st, 1940.

EXHIBIT A SPECIFICATIONS - DISPOSAL OF GARBAGE IN THE CITY OF SAN DIEGO, CALIFORNIA.

(1) DEFINITIONS. In these specifications and in any contract which may be entered into pursuant thereto, the word "Garbage" shall be held to include and mean all kitchen and table refuse and offal, swill, and also every accumulation of animal, vegetable and other matter which attends the preparation, consumption, decay or dealing in or storage of, foods, meats, fish, fowl, birds, fruit or vegetables, except that chicken feathers, eggshells, coffee-grounds, and corn husks shall be classified as rubbish when originating from commercial establishments.

(2) The work to be done under these specifications is the disposal of only such garbage directly collected by the Public Works Department of the City of San Diego, and delivered to hoppers at station or stations where garbage is to be transferred from said hoppers to the disposal contractor.

The City acting through the Health Department will reserve the right to issue permits to any person, firm or corporation, to engage in the business of collecting and disposal of garbage.

(3) The station for the transfer of garbage from collection trucks to the disposal contractor will be at the City garbage hoppers located on the tidelands at or near the southerly end of 8th Avenue, San Diego, or at other stations located within City limits, which are acceptable to the City Manager and Board of Health.

(4) DISPOSAL. The garbage may be fed to hogs at a location which is satisfactory to the City Manager and the Public Health Officer of the City of San Diego, or may be disposed of by any other method satisfactory to the City Manager and Board of Health. Bidders will be required to state in their bids the method proposed for the disposal of the garbage.

(5) EQUIPMENT. In the removal of garbage the contractor will furnish suitable water tight steel tanks on auto truck chassis. All garbage disposal equipment must be approved by the City Manager. The steel tanks, when containing garbage, shall be covered while in transit. After unloading by the contractor each tank shall be thoroughly cleased.

(6) No garbage shall be allowed to remain in the hoppers under any circumstances over twenty-four hours, and less than that if required by the Board of Health. The hoppers inside and out shall be kept in a sanitary manner by the City, all subject to the regulations of the City Health Department. The City will keep hoppers in repair.

(7) Contractors trucks carrying garbage shall be so loaded and driven that none of the contents will be spilled in transit. The contractor shall, as far as possible, avoid hauling garbage upon prominent business or residence streets. The contractor shall furnish and maintain on each side of all vehicles used for transportation of garbage under this contract, a sign with the words, "CITY REFUSE," and the number of the vehicle shall be painted thereon in black lines and figures not less than four inches high on a white background, such sign to be at all times plain and unobscured.

(8) WEIGHTS. The weights charged to the disposal contractor shall be the net weights of garbage removed from the hopper and weighed by the City's Weigh Clerk. The City will render bills to the disposal company on the first of each month for garbage delivered during the preceding month.

(9) BONDS. The Contractor shall furnish a bond executed in the favor of the City of San Diego in the sum of ten thousand dollars (\$10,000.00) conditioned upon the faithful performance of this contract.

(10) INSURANCE. The Contractor shall file with the City Clerk of the City of San Diego an indemnity bond acceptable to the City, guarantying to hold and save the City of San Diego harmless from any and all damage caused by the contractor in the fulfilment of his contract. Said bond shall be in the sum of ten thousand dollars (\$10,000.00) and shall be conditioned to inure to the benefit of the City of San Diego and any or all persons damaged by any negligence or carelessness on the part of the contractor in the fulfilment of his contract.

(11) ASSIGNMENT OF CONTRACT. The contract shall not be assigned without the approval of the City Council of the City of San Diego in writing.

(12) TERMS OF CONTRACT. Term of contract shall be limited to five years from June 23, 1938, subject to cancellation by the City of San Diego, without any liability for costs, damages or otherwise, upon giving to the contractor nine (9) months written notice of such cancellation.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with G.R.Daley for garbage disposal. Being Document No. 308619.

FRED W. SICK

Acting City Clerk of the City of San Diego, California.

By Helen M. Willey Deputy.

A G R E E M E N T

THIS AGREEMENT, made and entered into this 21st day of June, 1938, by and between the BOARD OF ADMINISTRATION OF THE CITY EMPLOYEES' RETIREMENT SYSTEM of the City of San Diego, Party of the First Part, and GEORGE B. BUCK, of the City of New York, in the State of New York, Party of the Second Part, WITNESSETH:

WHEREAS, in and about the administration of the City Employees' Retirement System of said City it is desirable and necessary to retain the services of a competent consulting actuary for the fiscal year beginning July 1, 1938, and ending June 30, 1939; NOW, THEREFORE,

In consideration of the mutual promises, covenants and agreements hereinafter recited, the parties hereto agree together as follows:

The Board of Administration of the City Employees' Retirement System of the City of San Diego hereby retains and employs George B. Buck, Party of the Second Part herein, in the capacity of consulting actuary for said Board and said Retirement System, for the fiscal year beginning July 1, 1938, and ending June 30, 1939, at a total compensation of Nine Hundred Dollars (\$900.00), payable in four equal quarterly payments, the first quarterly payment of Two Hundred Twenty-five Dollars (\$225.00) to be made September 30, 1938.

The Party of the Second Part agrees that during said period he will render to said Board of Administration and to said Retirement System the usual and customary services performed by consulting actuaries for municipal retirement or pension systems, including calculations upon applications for retirement by members of the system, annual valuations and certifications of amounts necessary to be appropriated for the Retirement Fund and advising upon questions connected with the operation of the system from time to time as required by the Board of Administration.

IN WITNESS WHEREOF, this agreement is executed by the President and Secretary of the Board of Administration of the City Employees' Retirement System, thereunto duly authorized, and the Party of the Second Part has hereunto subscribed his name the day and year first hereinabove written.

BOARD OF ADMINISTRATION OF CITY
EMPLOYEES' RETIREMENT SYSTEM
By CHARLES F. ATKINSON, Chairman

ATTEST:
THOMAS H. TULLOCH, Secretary

GEO. B. BUCK, Party of the Second Part.

CERTIFICATE OF CITY AUDITOR AND COMPTROLLER. I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of the City of San Diego; and I do hereby further certify, in conformity with the requirements of Section 80 of the Charter of the City of San Diego, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said moneys now acutually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Dated July 8, 1938.

G.F.WATERBURY

Auditor and Comptroller of the City of San Diego, California
To be paid out of Series K.A. City Employees Retirement Fund a/c 239. LIMITED TO \$900.00.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement for Services of George B. Buck as Actuary. Being Document No. 308651.

FRED W. SICK

Acting City Clerk of the City of San Diego, California.

By Helen M. Willey Deputy.

FEDERAL EMERGENCY ADMINISTRATION
OF PUBLIC WORKS

P.W.81065-13

Washington, D.C.,
Dated: JUN 24 1938
Docket No. Calif. 1596-F.

The City of San Diego,
San Diego, San Diego County, California.

1. Subject to the Terms and Conditions (PWA Form No. 230, as amended to the date of this Offer) which are made a part hereof, the United States of America hereby offers to aid in financing the construction of a municipal building, including necessary jail equipment therefor (herein called the "Project"), by making a grant to The City of San Diego (herein called the "Applicant"), in the amount of 45 per cent of the cost of the Project upon completion, as determined by the Federal Emergency Administrator of Public Works, but not to exceed, in any event, the sum of \$166,500.

2. By acceptance of this Offer the Applicant covenants to begin work on the Project as early as possible but in no event later than 8 weeks from the date of this Offer and to complete such Project with all practicable dispatch, and in any event within 6 months from the commencement of construction.

UNITED STATES OF AMERICA
Federal Emergency Administrator
of Public Works
By H.W.GRAY, Assistant Administrator.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Grant from United States of America to the City of San Diego for Police Headquarters Project. Being Document No. 308689.

FRED W. SICK
Acting City Clerk of the City of San Diego, California.

By Helen M. Wilby Deputy.

FEDERAL EMERGENCY ADMINISTRATION
OF PUBLIC WORKS

P.W.80863-314.

Washington, D.C.,
Dated: JUN 24 1938
Docket No. Calif. 1526-F.

The City of San Diego,
San Diego County, California.

1. Subject to the Terms and Conditions (PWA Form No. 230, as amended to the date of this Offer) which are made a part hereof, the United States of America hereby offers to aid in financing the construction of improvements to waterworks distribution system (herein called the "Project"), by making a grant to the City of San Diego (herein called the "Applicant"), in the amount of 45 per cent of the cost of the Project upon completion, as determined by the Federal Emergency Administrator of Public Works, but not to exceed, in any event, the sum of \$10,237.

2. By acceptance of this Offer the Applicant covenants to begin work on the Project as early as possible but in no event later than 8 weeks from the date of this Offer and to complete such Project with all practicable dispatch, and in any event within 8 months from the commencement of construction.

UNITED STATES OF AMERICA
Federal Emergency Administrator
of Public Works
By H.A.GRAY, Assistant Administrator

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Grant from United States of America to City of San Diego on Lockwood Mesa-Torrey Pines Pipeline Project. Being Document No. 308690.

FRED W. SICK
Acting City Clerk of the City of San Diego, California.

By Helen M. Wilby Deputy.

A G R E E M E N T

WHEREAS, Percy Whitehead, a widower, is the owner of those portions of Block 13 of The Muirlands, of the City of San Diego, County of San Diego, State of California, according to the Map thereof No. 2024, filed in the office of the Recorder of San Diego County, May 11, 1927, described as follows:

PARCEL 1. That portion of Block 13 described as Parcel 3 in deed to Percy Whitehead dated June 11, 1936 and recorded in Book 540, page 23 of Official Records; and

PARCEL 2. Beginning at a point on the southerly line of said Block 13 which is distant thereon South 77° 45' 30" West, 35.00 feet from the southeasterly corner of Pueblo Lot 1257, said point of beginning being the southeasterly corner of a portion of said Block described as Parcel 3 in deed to Percy Whitehead, dated June 11, 1936 and recorded in Book 540, page 23 of Official Records; thence North 20° 40' 30" West along the easterly line of said parcel, 130.44 feet; thence North 73° 06' East, 44.83 feet to the easterly line of Pueblo Lot 1257; thence South 16° 19' East along said easterly line of said Pueblo Lot, 133 feet to the southeasterly corner thereof, being a point in the southerly line of said Block 13 of The Muirlands; thence South 77° 45' 30" West along said southerly line, 35.00 feet to the point of beginning; and

WHEREAS, the provisions of Ordinance No. 8924 of the ordinances of the City of San Diego prohibit the erection of dwellings on said Parcel 1 closer to the rear property line than 20 feet; and

WHEREAS, the undersigned has heretofore applied to the Council of the City of San Diego for a variance to the restrictions to erect a building on said Parcel 1 of the above mentioned property closer to the rear line than permitted by said ordinance; and

WHEREAS, the Council of said City, by Resolution No. 67785, suspended the provisions of said ordinance with respect to said property and has granted permission to the undersigned to erect a building closer to the rear of the property line of Parcel 1 on the condition and for and in consideration that the undersigned will at all times maintain that portion of Parcel 1, as hereinbefore described, in the rear of the house to be erected thereon, and all of said Parcel 2, as hereinbefore described, free and clear of buildings, it being the intention of this agreement that a distance of 40 feet will be maintained for rear yards between the buildings erected on said parcels 1 and 2; NOW, THEREFORE,

WITNESS THIS AGREEMENT, signed and executed this 28th day of June, 1938, by PERCY WHITEHEAD, that he will, for and in consideration of the permission granted him to erect a building on Parcel 1, as hereinbefore described, bind himself to and he hereby by

these presents agrees not to build any building upon said Parcel 2, as hereinbefore described. He further agrees that this agreement shall be binding on himself, his heirs and assigns, and that any sale of the property herein mentioned and described shall be made subject to the conditions and agreements herein stated.

PERCY WHITEHEAD

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 28th day of June, A.D. Nineteen Hundred and Thirty-eight, before me, Fred W. Sick, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared PERCY WHITEHEAD, known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)

FRED W. SICK
Notary Public in and for the County of San Diego,
State of California.

RECORDED JUL 1 1938 59 Min. past 3 P.M. In Book 794 At Page 369 of Official Records, San Diego Co., Cal. Recorded At Request of City of San Diego.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.
JEANNETTE L. SELTZER
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement from Percy Whitehead. Being Document No. 308712.

FRED W. SICK
Acting City Clerk of the City of San Diego, California

By Helen M. Wilby Deputy.

A G R E E M E N T

WHEREAS, Ralph Shepherd and Julia Shepherd are, the owners of Lot 10 Block 17 Subdivision Nordica Heights No. 2, and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California; prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 7th day of June, 1938, by Ralph Shepherd and Julia Shepherd that we will, for and in consideration of the permission granted us to remove 10 feet of curbing on Division street adjacent to the above described property, bind to, and we hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs us so to do, and comply therewith at our own expense and with no cost or obligation on the part of the City of San Diego.

We further agree that this agreement shall be binding on us, our heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

RALPH SHEPHERD
JULIA SHEPHERD
Owner's Name
4161 Marine View
Address

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 7th day of June, A.D. Nineteen Hundred and Thirty-Eight, before me, H. Philip Scheuerman a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Ralph Shepherd and Julia Shepherd known to me to be the persons described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in National City, County of San Diego, State of California, the day and year in this certificate first above written.

H. PHILIP SCHEUERMAN
Notary Public in and for the County of San Diego,
State of California.

(SEAL)

My Commission Expires,
Nov. 7, 1941.

RECORDED JUL 1 1938 57 Min. past 3 P.M. In Book 780 At Page 353 of Official Records, San Diego Co., Cal. Recorded At Request of City of San Diego.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.
RUTH HUBBARD
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from Ralph & Julia Shepherd to the City of San Diego, California. Being Document No. 308719.

FRED W. SICK
Acting City Clerk of the City of San Diego, California

By Helen M. Wilby Deputy.

A G R E E M E N T

WHEREAS, Peter Stamatopoulos, is the owner of Portion of Lot R Block 3 Lot R Block 3 Subdivision Golden Hill Addition and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 20th day of June, 1938, by Peter Stamatopoulos that he will, for and in consideration of the permission granted him to remove 110 feet of curbing on 25th & "C" Sts. street adjacent to the above described property, bind _____ to, and does hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of the City of San Diego.

He further agrees that this agreement shall be binding on himself, his heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

PETER STAMATOPOULOS
Owner's Name
3212 Herman Ave.
Address.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 20th day of June, A.D. Nineteen Hundred and Thirty-eight, before me, Mary Anderson a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Peter Stamatopoulos known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in _____, County of San Diego, State of California, the day and year in this certificate first above written.

MARY ANDERSON
Notary Public in and for the County of San Diego,
State of California.

(SEAL)
My Commission Expires,
Mar. 7, 1942.

RECORDED JUL 1 1938 58 Min. past 3 P.M. In Book 798 At Page 240 of Official Records, San Diego Co., Cal. Recorded At Request of City of San Diego.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.
E. BAEPLER

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from Peter Stamatopoulos to the City of San Diego, California. Being Document No. 308720.

FRED W. SICK
Acting City Clerk of the City of San Diego, California.

By Helen M. Willey Deputy.

L E A S E

THIS AGREEMENT, made and entered into this 1st day of July, 1938, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated as the City, and the OTAY AGRICULTURAL CORPORATION, A CORPORATION, successor to the Aleutian Development Company, hereinafter designated as the Lessee; WITNESSETH:

That the City, for and in consideration of the payment of the rents to be paid by the Lessee, as hereinafter set forth, and in consideration of the covenants of the Lessee hereinafter set out and their faithful performance by such Lessee, and upon and subject to the terms, conditions and reservations herein set forth, does by these presents lease, demise and let unto the said Lessee the following described property, situate in the County of San Diego, State of California, to-wit:

SW 1/4 of SE 1/4, E 1/2 of SW 1/4, SW 1/4 of SW 1/4 (Lot 4), in Sec. 19, Twp. 17 So., R. 1 E, S.B.B.M.; W 1/2 of NW 1/4 (Lots 1 and 2), SE 1/4 of NW 1/4, in Sec. 30, Twp. 17 So., R. 1 E, S.B.B.M.; NE 1/4 of SE 1/4, SE 1/4 of NE 1/4, S 1/2 of SE 1/4, in Sec. 25, Twp. 17 So., R. 1 W, S.B.B.M.;

ALSO, that portion of the SE 1/4 of SW 1/4 of said Sec. 25, described as follows:

Beginning at the southeast corner of the SE 1/4 of SW 1/4 of said Section 25; thence North 738.5 feet; thence North 47° 25' West 146.4 feet; thence North 39° 04' West 170.00 feet; thence North 58° 55' West 109.70 feet; thence North 7° West 79.3 feet; thence North 82° 30' West 99.00 feet; thence North 47° 07' West 209.40 feet; thence South 19° 17' East 67.90 feet; thence South 27° 37' East 214.80 feet; thence South 18° 28' East 74.50 feet; thence South 35° 55' East 112.00 feet; thence South 3° 55' East 127.50 feet; thence South 25° 23' East 134.70 feet; thence South 21° 52' West 67.90 feet; thence South 72° 54' West 89.30 feet; thence North 58° 21' West 159.50 feet; thence South 28° 26' East 173.70 feet; thence South 69° 07' East 88.70 feet; thence South 36° East 291.50 feet; thence South 57° 41' East 67.10 feet; thence South 74° 16' East 92.50 feet; thence South 6° 08' West 107.30 feet; thence South 88° 49' East 68.50 feet to the point of beginning;

And, ALSO, that portion of the NW 1/4 of SE 1/4 of Sec. 25, Twp. 17 So. R. 1 W., S.B.B.M., described as follows:

Beginning at the southeast corner of NW 1/4 of SE 1/4 of said Section 25; thence North along the east line of said NW 1/4 of SE 1/4 of said Sec. 25, 596.50 feet; thence South 23° 30' West 228 feet; thence South 13° 20' West 398 feet to the south line of said NW 1/4 of the SE 1/4 of said Section 25; thence East 182 feet to the point of beginning; EXCEPTING from the above described lands all those portions thereof lying below a line drawn a horizontal distance of 50.00 feet above and parallel with the 72 foot reservoir contour line;

being 375 acres of land, more or less.

For a term of five (5) years, beginning on the 1st day of July, 1938 and ending on the 30th day of June, 1943, at the following rental: Seventy-five Dollars (\$75.00) per year, payable yearly in advance at the office of the Lessor during said term.

In consideration of the covenants herein contained the parties hereto agree as follows:

First. That the above described premises are leased to said Lessee for agricultural and/or stock grazing purposes only, and for no other purpose or purposes.

Second. That this lease shall not be assigned or transferred, nor shall the said Lessee have the right to sublet the leased premises, or any part thereof, without the consent in writing of the Council of said City.

Third. That the City reserves all gas, oil and mineral rights in and on said premises herein leased, with the right to go upon said property and prospect or drill for oil, gas and minerals.

Fourth. That the Lessee shall keep and maintain said premises in as good repair and condition as it may receive them at its own expense (ordinary wear and tear and the acts of God excepted) and the said City shall not be called upon to make any expenditures or repairs on said premises.

Fifth. The City reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of same, and/or for the purpose of drilling, operating and maintaining wells and pipelines on said premises, and for the purpose of making repairs to or developing the water system of said City; but the City shall not be required to furnish any water on said premises, except for domestic purposes, where mains and connections are installed, and then only according to the terms of Ordinances No'd. 8210, 817 (New Series), 861 (New Series), and amendments thereto.

Sixth. That the said Lessee, paying the said rent and performing the covenants and agreements aforesaid, shall and may at all times during the said term, peaceably and quietly have, hold and enjoy the said premises for the term aforesaid.

Seventh. Said Lessee agrees that on the last day of said term, or other sooner termination of this lease, the said Lessee shall and will peaceably and quietly leave, surrender and yield up unto said City the said premises, in as good state and condition as the same are now in or may be put into, reasonable use and wear thereof and damage by the elements excepted.

Eighth. It is further agreed by the parties hereto that whenever the City Council of said City in good faith determines that the lands leased herein are necessary to be occupied and used by the City for the preservation of its water rights or for the purpose of providing increased water storage capacity in connection with the City's Upper and Lower Otay Reservoirs, as recommended by the Hydraulic Engineer of said City, then and in that event this lease may be terminated by the City upon giving to the Lessee sixty (60) days notice, in writing, of such termination; and The City of San Diego shall not be liable in any manner whatsoever by reason thereof.

Ninth. It is further agreed by and between the parties hereto that in case of the violation by the Lessee of any of the terms and conditions of this lease, the City may either terminate this lease upon notice and take possession of the premises, or may enter and possess the same as the agent of the Lessee and for its account.

Tenth. That the Lessee shall construct, at its own expense, a 6.50 foot aluminum striped, iron post fence around the lake on the boundary line of the herein leased property, the posts thereof to be spaced 15 feet apart with four strands of four-pronged rustless galvanealed barbed wire; such fence to become the property of the City upon the termination of this lease.

Eleventh. That the City shall not be liable for any damage resulting from injury to stock grazed on said leased land.

It is understood and agreed that a waiver by the City of any default hereunder shall not be considered, nor held to be, a waiver of any subsequent or other default, and also that consent to the subletting of said premises or any part thereof, or to the assignment of this lease, shall not be construed or considered as a consent to any other or subsequent subletting or assignment.

It is understood and agreed that if the Lessee shall make default in the performance of any of the terms, conditions or covenants of this lease by the Lessee to be kept, observed or performed, Lessee will in such case pay to the City the expenses and costs incurred by the City in any action which may be commenced by the City based on, or arising out of, any such default, including a reasonable attorney's fee.

It is further understood and agreed between the parties hereto that upon the expiration of the term hereof, if said Lessee is not in default in any of the terms and covenants herein, then, at the option of said Lessee and with the consent of the City Council of said City, evidenced by resolution, this lease may be renewed for another term of five (5) years, upon the same terms and conditions as herein expressed.

IN WITNESS WHEREOF, this agreement is executed by the City of San Diego, acting by and through the City Manager of said City, under and pursuant to Resolution No. 67780 of the Council, authorizing such execution, and said Lessee has caused this instrument to be executed by its proper officers thereunto duly authorized and its corporate name and seal to be hereunto affixed the day and year in this agreement first above written.

THE CITY OF SAN DIEGO,
By R.W.FLACK, City Manager

OTAY AGRICULTURAL CORPORATION, Successor
To Aleutian Development Company,
By STEPHEN BIRCH, Pres't.

I HEREBY APPROVE the form of the foregoing Lease this 7th day of July, 1938.
D.L.AULET, City Attorney
By J.H.McKINNEY, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Otay Agricultureal Corporation. Being Document No. 308877.
J.M.ASHLEY
City Clerk of the City of San Diego, California.
By Helen M. Willey Deputy.

UNDERTAKING FOR STREET LIGHTING
LOMA PORTAL LIGHTING DISTRICT NO. 1.

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of FOUR HUNDRED FORTY-NINE DOLLARS (\$449.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 7th day of July, 1938.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into contract with said The City of San Diego, under and pursuant to Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), to do all work upon LOCUST STREET, EVERGREEN STREET, WILLOW STREET, PLUM STREET, CLOVE STREET, DUMAS STREET, ELLIOTT STREET, FREEMAN STREET, GOLDSMITH STREET, CHATSWORTH BOULEVARD, LYTTON STREET, ROSECRANS STREET, POINSETTIA DRIVE, JONQUIL DRIVE, NARCISSUS DRIVE, HYACINTH DRIVE, AZALEA DRIVE, WISTERIA DRIVE, LOTUS DRIVE, PLUMOSA DRIVE and AMARYLLIS DRIVE, within the limits and as particularly described in Resolution of Intention No. 67306, adopted by the City Council March 15, 1938, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, Principal
By W.F. RABER, President

(SEAL) ATTEST:
J.A. CANNON, Secretary.

THE AETNA CASUALTY AND SURETY COMPANY, Surety
By PAUL WOLCOTT, Resident Vice-President

(SEAL) ATTEST:
E.L. TOLSON, Resident Assistant Secretary.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,) ss

On this 7th day of July, in the year nineteen hundred thirty-eight, before me, Frances S. Bowers, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Paul Wolcott, known to me to be the Resident Vice-President and E.L. Tolson, known to me to be the Resident Assistant Secretary of The Aetna Casualty and Surety Company, the corporation which executed the within and annexed instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

FRANCES S. BOWERS
Notary Public in and for said San Diego County,
State of California.

(SEAL)

I hereby approve the form of the foregoing Undertaking this 8th day of July, 1938.

D.L. AULT, City Attorney
By J.H. McKINNEY, Deputy City Attorney.

I HEREBY CERTIFY that the Council of the City of San Diego did by Resolution No. 67739 passed and adopted on the 21st day of June, 1938, require and fix the sum of \$449.00 as the penal sum of the foregoing Undertaking.

J.M. ASHLEY
City Clerk of the City of San Diego.
By FRED W. SICK
Deputy.

(SEAL)

CONTRACT FOR STREET LIGHTING LOMA PORTAL LIGHTING DISTRICT NO. 1.

THIS AGREEMENT, made and entered into this 12th day of July, 1938, by and between SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Council of the City of San Diego, has been awarded the contract for the work hereinafter mentioned,

NOW, THEREFORE, the respective parties hereto do promise and agree as follows, to-wit:

Said first party, for the consideration hereinafter mentioned, promises and agrees with the said second party, that it will do and perform, or cause to be done and performed, in a good and workmanlike manner, under the supervision of the City Engineer of said City, all of the following work, to-wit:

The furnishing of electric current for the lighting of the ornamental street lights located on the following streets, in the City of San Diego, California, to-wit:

At the intersection of LOCUST STREET with Curtis Street, Dumas Street, Elliott Street, Freeman Street, Goldsmith Street, Homer Street, Ibsen Street, James Street and Kingsley Street;

At the intersection of EVERGREEN STREET with Curtis Street, Dumas Street, Elliott Street, Freeman Street, Goldsmith Street, Homer Street, Ibsen Street, James Street and Kingsley Street;

At the intersection of WILLOW STREET with Curtis Street, Dumas Street, Elliott Street and Freeman Street;

At the intersection of PLUM STREET with Curtis Street;

At the intersection of CLOVE STREET with Curtis Street, Dumas Street and Elliott Street;

On DUMAS STREET between Clove Street and Willow Street;

On ELLIOTT STREET between Willow Street and the northwesterly line of Plumosa Park;

On FREEMAN STREET between Chatsworth Boulevard and Willow Street;

On GOLDSMITH STREET between Chatsworth Boulevard and Evergreen Street;

On CHATSWORTH BOULEVARD between the southwesterly line of Curtis Street produced northwesterly and its termination in Lytton Street;

On LYTTON STREET between its termination in Chatsworth Boulevard and Rosecrans Street (excepting the northeasterly side of said Lytton Street between Evergreen Street and Rosecrans Street);

On the northwesterly side of ROSECRANS STREET between the northeasterly line of Curtis Street produced southeasterly and Lytton Street;

On POINSETTIA DRIVE between Elliott Street and Amaryllis Drive;

On JONQUIL DRIVE between Elliott Street and Lotus Drive;

On NARCISSUS DRIVE between Elliott Street and Lotus Drive;

On HYACINTH DRIVE between the northerly line of Wing Street produced westerly and the northeasterly line of Plumosa Park;
On AZALEA DRIVE between Hyacinth Drive and the northeasterly line of Plumosa Park;
On WISTERIA DRIVE between Azalea Drive and the northeasterly line of Plumosa Park;
On LOTUS DRIVE between Poinsettia Drive and Hyacinth Drive;
On PLUMOSA DRIVE between Hyacinth Drive and Chatsworth Boulevard; and
On AMARYLLIS DRIVE between Poinsettia Drive and Lotus Drive.

Such furnishing of electric current shall be for a period of one year from and including June 28, 1938, to-wit, to and including June 27, 1939.

All of said work shall be done strictly in accordance with the plans and specifications contained in the report of the City Engineer of said City, being document entitled: "Engineer's Report and Assessment for Loma Portal Lighting District No. 1", filed April 2, 1938 in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of One Thousand Seven Hundred Ninety-three and 40/100 Dollars (\$1,793.40) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Loma Portal Lighting District No. 1 Fund."

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of One Thousand Seven Hundred Ninety-three and 40/100 Dollars (\$1,793.40) shall be paid out of any other fund than said special fund designated as "Loma Portal Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), and acts amendatory thereof and supplemental thereto, and that in pursuance of said Act an assessment has been levied for said sum of One Thousand Seven Hundred Ninety-three and 40/100 Dollars (\$1,793.40).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said Act of the Legislature, will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached by its proper officers thereunto duly authorized, and the said second party has caused these presents to be executed by a majority of the members of the Council of said City of San Diego, and attested by the City Clerk of said City, the day and year first hereinabove written.

(SEAL) ATTEST:
J.A.CANNON, Secretary.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
By W.F.RABER, President

(SEAL) ATTEST:
J.M.ASHLEY, City Clerk
By FRED W. SICK, Deputy.

THE CITY OF SAN DIEGO
By P.J.BENBOUGH
W.C.CRANDALL
RAYMOND M. WANSLEY
ADDISON E. HOUSH
HERBERT E. FISH
BRUCE R. STANNARD
JOHN S. SIEBERT
Members of the Council

I hereby approve the form of the foregoing Contract, this 8th day of July, 1938.
D.L.AULT, City Attorney.
By J.H.MCKINNEY, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract for Loma Portal Lighting District #1. Being Document No. 308883.
J.M.ASHLEY, City Clerk
City Clerk of the City of San Diego, California

By Helen M. Wilby Deputy.

A G R E E M E N T

WHEREAS, Arbutus Sanitarium are, is the owner of Lots E & F Block 73 Subdivision Horton's Addition and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 8th day of July, 1938, by Arbutus Sanitarium that they will, for and in consideration of the permission granted agree to remove ten feet of curbing on "G" street adjacent to the above described property, bind themselves to, and they hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, and comply therewith at their own expense and with no cost or obligation on the part of the City of San Diego.

They further agree that this agreement shall be binding on their successors, heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

ARBUTUS SANITARIUM, By
Arnold Realty Co. their agents
By C.E.ARNOLD
Owner's Name
302 Security Bank Bldg. San Diego, Cal.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 8th day of July, A.D. Nineteen Hundred and thirty-eight, before me, Leslie L. Cook a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared C.E. Arnold known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in the City of San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)

LESLIE L. COOK
Notary Public in and for the County of San Diego,
State of California.

RECORDED JUL 12 1938 51 Min. past 9 A.M. In Book 789 At Page 492 Of Official Records, San Diego Co., Cal. Recorded At Request of City of San Diego.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.

SULLIVAN #5

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from Arbutus Sanitarium to the City of San Diego, California. Being Document No. 308889.

J.M. ASHLEY, City Clerk
City Clerk of the City of San Diego, California.

By Helen M. Willy Deputy.

A G R E E M E N T

WHEREAS, Elizabeth P. Allan is the owner of all of Lot 4 and a portion of lot 3 Block-G- Lot ___ Block ___ Subdivision The Resub of A portion of Bird Rock by the Sea, La Jolla, California, and

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 25 day of June, 1938, by Elizabeth P. Allan that she will, for and in consideration of the permission granted her to remove 18 feet of curbing on Dolphin Place street adjacent to the above described property, bind herself to, and does hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs her so to do, and comply therewith at her own expense and with no cost or obligation on the part of the City of San Diego.

She further agrees that this agreement shall be binding on herself, her heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

ELIZABETH P. ALLAN
Owner's Name
1580 Torrey Road, La Jolla, Calif.
Address

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 23 day of June, A.D. Nineteen Hundred and 38, before me, Robert W. Good a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Elizabeth P. Allen known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in La Jolla, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)

My Commission Expires,
April 4, 1940.

ROBERT W. GOOD
Notary Public in and for the County of San Diego,
State of California.

RECORDED JUL 12 1938 53 Min. past 9 A.M. In Book 789 At Page 493 of Official Records, San Diego Co., Cal. Recorded At Request of City of San Diego.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.

SULLIVAN #5

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from Elizabeth P. Allan to the City of San Diego, California. Being Document No. 308890.

J.M. ASHLEY
City Clerk of the City of San Diego, California

By Helen M. Willy Deputy.

A G R E E M E N T

WHEREAS, William H. Evans are, is the owner of Lot L Block H Subdivision Horton's Addition, City of San Diego, and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 5 day of July, 1938, by Wm. H. Evans that he will, for and in consideration of the permission granted him to remove 57 feet of curbing on 1st & B Streets adjacent to the above described property, bind him to, and he hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

He further agrees that this agreement shall be binding on him, his heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

WILLIAM H. EVANS
Owner's Name
615 San Gorgonio, San Diego, Cal.
Address.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 5th day of July, A.D. Nineteen Hundred and Thirty-eight, before me, Robert L. Barbour a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared William H. Evans known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)

ROBERT L. BARBOUR
Notary Public in and for the County of San Diego,
State of California.

RECORDED JUL 12 1938 53 Min. past 9 A.M. In Book 794 At Page 478 of Official Records, San Diego Co., Cal. Recorded At Request of City of San Diego.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.

JEANNETTE L. SELTZER
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from William H. Evans to City of San Diego, California. Being Document No. 308891.

J.M.ASHLEY
City Clerk of the City of San Diego, California.

By Heben M. Willy Deputy.

REVOCABLE PERMIT

WHEREAS, the City of San Diego, California, desires to undertake the construction of a roadway by enlarging the street area in the vicinity of Lytton and Rosecrans Streets in said City; and

WHEREAS, the proposed construction would necessitate the use of an area at the northerly corner of the Naval Training Station; and

WHEREAS, the City of San Diego has submitted application for permission to use a portion of the said naval reservation; and

WHEREAS, the granting of said permission to undertake the proposed improvements under the conditions hereinafter enumerated will in no way interfere with the activities of the Naval Training Station, will improve greatly the public safety in the vicinity, and is deemed to be of material benefit to the parties hereto:

NOW, THEREFORE, in consideration of the foregoing, the United States of America, represented by the Secretary of the Navy, hereinafter referred to as the Permitter, hereby grants to the City of San Diego, California, hereinafter referred to as the Permittee, in connection with its contemplated project for the improvement of the intersection at Lytton and Rosecrans Streets, in the City of San Diego, California, permission to go on the premises of the Naval Training Station, San Diego California, for the purpose of relocating the existing curb, grade and improve that portion of the said Naval Training Station described as follows:

All that portion of the United States Government property at Rosecrans Street and Lytton Street, in the City of San Diego, California, being all that portion of Lot 11, Block 311, Subdivision of Pueblo Lot No. 209 for Mannasse and Schiller according to the map thereof No. 275 on file in the office of the County Recorder of San Diego County, California, together with a portion of the southeasterly 20.00 feet of Rosecrans Street closed to public use by Resolution numbered 25281, of the Common Council of the City of San Diego, February 18, 1920, bounded and described as follows:

Beginning at the point of intersection of the southeasterly line of Rosecrans Street, as it now exists, with the southwesterly line of Lytton Street, said point being also the most northerly corner of said United States Government property; thence southwesterly along the southeasterly line of said Rosecrans Street, being also along the northwesterly line of said United States Government property a distance of 29.48 feet to a point; thence southeasterly along a line at right angles to the last described line a distance of 20.00 feet to a point on the northwesterly line of Lot 11, Block 311, as shown on said map No. 275; thence northeasterly along said northwesterly line of said Lot 11 a distance of 8.00 feet to the beginning of a tangent curve concave southerly having a radius of 24.00 feet; thence northeasterly, easterly and southeasterly along the arc of said curve a distance of 26.64 feet to a point on the southwesterly line of said Lytton Street, said last described point being also on the northeasterly line of said United States Government property; thence northwesterly along the southwesterly line of said Lytton Street, being also along the northeasterly line of said United States Government property to the point or place of beginning,

as shown on a blueprint of City of San Diego Drawing No. 2226-B, dated March 17, 1938, and bearing the legend "City of San Diego-Engineering Department Plat to accompany request for permission to do work on United States Government Property at Rosecrans St. and Lytton St." marked Exhibit "A", hereto attached and made a part hereof.

THIS PERMIT is granted subject to the following provisions and conditions:

1. This permit shall be indeterminate and revocable at any time at the option and discretion of the Secretary of the Navy.

2. The Permittee, at its sole expense, will maintain the area covered by this permit in a proper condition to the satisfaction of the Permitter or its duly authorized representative, and in the event the privilege herein granted is terminated for any reason, the Permittee agrees to return the land in question in a condition satisfactory to the Permitter.

3. No structure or other improvements will be placed on the tract covered by this permit and no work of any kind will be undertaken without prior approval of the Permitter.

4. The Permitter shall not under or by reason of this permit or by reason of anything contained herein incur any expense or liability whatsoever and the said Permittee will hold and save the Permitter harmless from and against any and all claims of any nature or kind that may arise from anything connected with or growing out of this permit not attributable to any act of the United States, its officers or agents.

5. The Permittee is not to be considered as acquiring hereunder any permanent interest whatever in the land of the United States.

6. This permit is restricted and shall not be assigned or succeeded to in any manner, except by operation of law, without the consent in writing obtained before hand of the Permitter, and in case of such assignment or succession so consented to, all of the foregoing provisions and conditions shall apply to such substituted Permittee.

7. In all matters in connection with this permit requiring the approval or the action of the Secretary of the Navy, the Commandant, Eleventh Naval District, San Diego, California, is hereby designated and empowered to act as his local representative.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Navy Department this 27th day of June, 1938.

UNITED STATES OF AMERICA
By J.O. RICHARDSON
Acting Secretary of the Navy

(SEAL)

THIS PERMIT is also executed by the City Manager of the City of San Diego, California, in acknowledgment of the acceptance of the terms and conditions herein set forth.

CITY OF SAN DIEGO, CALIFORNIA.
By R.W. FLACK, City Manager.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Revocable Permit from United States of America to City of San Diego for widening Lytton & Rosecrans Streets. Being Document No. 308892.

J.M. ASHLEY
City Clerk of the City of San Diego, California.

By Helen M. Wilby Deputy.

A G R E E M E N T

WHEREAS, Dudley D. Williams, is the owner of Lot 9-13 Block 239 Subdivision University Heights, San Diego, Calif., and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of the City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 12 day of July, 1938, by Dudley D. Williams that he will; for and in consideration of the permission granted agree to remove 60 feet of curbing on Park Blvd. & University Ave. street adjacent to the above described property, bind ___ to, and hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of the City of San Diego.

And further agree that this agreement shall be binding on his heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

DUDLEY D. WILLIAMS
Owner's Name
306 - 8th St.
Address

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,) ss

On this 12th day of July, A.D. Nineteen Hundred and 38, before me, Leanora Guatelli a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Dudley D. Williams known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

LEANORA GUATELLI
Notary Public in and for the County of San Diego,
State of California.

(SEAL)

RECORDED JUL 15 1938 44 Min. past 12 P.M. In Book 791 At Page 411 of Official Records, San Diego Co., Cal. Recorded At Request of City of San Diego.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.
V. FUERTH

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from Dudley D. Williams to the City of San Diego, California. Being Document No. 308983.

J.M. ASHLEY
City Clerk of the City of San Diego, California.

By Helen M. Wilby Deputy.

A G R E E M E N T

WHEREAS, James E. Restine is the owner of Lot 11 and 12 Block 60 Subdivision Park Villas and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 15th day of July, 1938, by myself that I will, for and in consideration of the permission granted me to remove 28 feet of curbing on Felton St. street adjacent to the above described property, bind myself to, and do hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of the City of San Diego.

I further agree that this agreement shall be binding on myself, my heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

JAMES E. RESTINE
Owner's Name
3555 Felton St.
Address.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,) ss

On this 15th day of July, A.D. Nineteen Hundred and Thirty-Eight before me, E.H.BROOKS a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared James E. Restine known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

E.H.BROOKS
Notary Public in and for the County of San Diego,
State of California.

(SEAL)

RECORDED JUL 19 1938 35 Min. past 3 P.M. In Book 800 At Page 170 of Official Records, San Diego Co., Cal. Recorded At Request of City of San Diego.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.
M. METHENY - 19
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from James E. Restine to City of San Diego, California. Being Document No. 309000.

J.M.ASHLEY
City Clerk of the City of San Diego, California

By Helen M. Wilby Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation created and existing under the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of EIGHTEEN THOUSAND EIGHT HUNDRED TWENTY-SEVEN DOLLARS (\$18,827.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which well and truly to be made, the said Principal and Surety hereby bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 11th day of July, 1938.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego to furnish all electric current, transformers, lines, switches and other materials and equipment necessary for the furnishing of electric current to the Class A lamp street light circuits, and also to furnish all poles, wires, conduits, lamps, arms and all other appliances, and the electric current for the lighting of the streets, avenues, boulevards, places, drives and ways, in the City of San Diego, California, together with the maintenance of such poles, wires, conduits, lamps and arms and appliances for Class B lamps, for a period of twelve (12) months from and after the 1st day of July, 1938, to-wit: to and including the 30th day of June, 1939, for all lights that were installed and burning as of July 1, 1938, for the prices as in said contract specified; the same to be done in strict compliance with the terms and conditions of said contract, and in accordance with the specifications contained in Document No. 308288, on file in the office of the City Clerk of said City, and as shown on the plans on file in the office of the City Engineer of said City, which said documents are by reference thereto incorporated in said contract and made a part thereof; and also to protect and hold harmless the said City against all damages, costs or expenses on account of damage to persons or property, or for the use or infringement of any patents, or upon any account whatever, arising or growing out of the execution of said contract; all as in said contract specifically set forth.

NOW, THEREFORE, if the said principal shall faithfully perform the said contract, then the above obligation to be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, said Principal and Surety have caused this instrument to be executed, and their corporate names and seals to be hereunto affixed by their proper officers thereunto duly authorized, this 11th day of July, 1938.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, Principal
By W.F.RABER, President

(SEAL) ATTEST:
J.A.CANNON, Secretary.

THE AETNA CASUALTY AND SURETY COMPANY, Surety
By PAUL WOLCOTT, Resident Vice-President

(SEAL) ATTEST:
E.L.TOLSON, Resident Assistant Secretary.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 11th day of July, in the year nineteen hundred thirty-eight, before me, Frances S. Bowers, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Paul Wolcott, known to me to be the Resident Vice-President and E.L. Tolson, known to me to be the Resident Assistant Secretary of The Aetna Casualty and Surety Company, the corporation which executed the within and annexed instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

FRANCES S. BOWERS
Notary Public in and for said San Diego County,
State of California.

I HEREBY APPROVE the form of the foregoing Bond this 14 day of July, 1938.

D.L. AULT, City Attorney
By H.B. DANIEL, Assistant City Attorney.

I HEREBY APPROVE the foregoing Bond this 19th day of July, 1938.

R.W. FLACK, City Manager.

C O N T R A C T

THIS AGREEMENT, made and entered into at the City of San Diego, County of San Diego, State of California, this 19th day of July, 1938, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, hereinafter sometimes designated as the City, and SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, the party of the second part, and hereinafter sometimes designated as the Company, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said Company by said City, in manner and form as hereinafter provided, said Company hereby covenants and agrees to and with said City to furnish all electric current, transformers, lines, switches, and other material and equipment necessary for the furnishing of electric current to the Class A lamp street light circuits, and also to furnish all poles, wires, conduits, lamps, arms, and all other appliances and the electric current, together with the maintenance of such poles, wires, conduits, lamps and arms, and appliances for Class B lamps for the lighting of the streets, avenues, boulevards, places, drives and ways in the City of San Diego, California, for a period of twelve (12) months from and after the 1st day of July, 1938, to-wit, to and including the 30th day of June, 1939, for all the lights that were installed and burning as of July 1, 1938, as shown by the plans on file in the office of the City Engineer of said City, and according to the specifications contained in Document No. 308288, on file in the office of the City Clerk of said City, which said Document No. 308288 and said plans are by reference thereto made a part of this agreement as fully as though written out and incorporated into the body hereof.

Said Company hereby agrees that it will be bound by each and every part of said plans and specifications, and do and cause to be done all of said work, as specified in said specifications, as the same may be interpreted by the City Manager of said City, unless an appeal shall be taken to the Council of said City, and in case said Company is dissatisfied with or feels aggrieved by the decision of said Council, then and only in that case may such differences be redressed by the appropriate processes of law.

Said Company agrees to furnish all the electric current, transformers, lines, switches and other materials and equipment necessary for the furnishing of electric current to Class A lamp street lighting circuits in said City, for said period of twelve (12) months from and after the 1st day of July, 1938, to-wit: to and including the 30th day of June, 1939, for the sum of One and 55/100 Dollars (\$1.55) per lamp per month for each 600 candle power lamp burning until midnight; the sum of One and 15/100 Dollars (\$1.15) per lamp per month for each 400 candle power lamp burning until midnight; the sum of Eighty-five Cents (\$0.85) per lamp per month for each 250 candle power lamp burning until midnight; the sum of One and 80/100 Dollars (\$1.80) per lamp per month for each 600 candle power lamp burning all night; the sum of One and 40/100 Dollars (\$1.40) per lamp per month for each 400 candle power lamp burning all night; the sum of One and 05/100 Dollars (\$1.05) per lamp per month for each 250 candle power lamp burning all night; and the sum of Seventy-five cents (\$0.75) per lamp per month for each 100 candle power lamp burning all night; also, to furnish all of said poles, wires, conduits, lamps, arms and other appliances, and said electric current for lighting of said streets, avenues, boulevards, places, drives and ways in said City of San Diego, and maintain such poles, wires, conduits, lamps, arms and appliances for Class B lamps for said period of twelve (12) months from and after the 1st day of July, 1938, to-wit: to and including the 30th day of June, 1939, for the sum of Three and 50/100 Dollars (\$3.50) per lamp per month for each 600 candle power lamp; the sum of Three Dollars (\$3.00) per lamp per month for each 400 candle power lamp; the sum of Two and 50/100 Dollars (\$2.50) per lamp per month for each 250 candle power lamp; and the sum of One and 80/100 Dollars (\$1.80) per lamp per month for each 100 candle power lamp. All of said rates are as set forth in the published schedule of the Railroad Commission of the State of California, a copy of which is filed in the office of the City Clerk of said City, under Document No. 308735. Said rates shall at all times be subject to such change or modification by the Railroad Commission of California, as said Commission may from time to time direct in the exercise of its jurisdiction.

And said Company further agrees to install and maintain Class B lights in addition to those now installed, upon notification from the Council so to do, at and for the price of Three and 50/100 Dollars (\$3.50) per lamp per month for each 600 candle power lamp; the price of Three Dollars (\$3.00) per lamp per month for each 400 candle power lamp; the price of Two and 50/100 Dollars (\$2.50) per lamp per month for each 250 candle power lamp; and the price of One and 80/100 Dollars (\$1.80) per lamp per month for each 100 candle power lamp; subject to the aforesaid changes by the said Railroad Commission; the said lights to be installed at the places designated by said Council, and to be in accordance with the specifications contained in said Document No. 308288. Provided, however, that said Company shall not be required by said City to place additional lamps at a distance greater than 650 feet from any series street light circuit serving similar lamps.

It is hereby agreed that any change in the location of lamps from those positions mentioned in the plans filed in the office of the City Engineer of said City shall be made at the expense of the City of San Diego; and it is further agreed that such expense shall be the actual cost to said Company of any required change in location of lamps.

Said Company further agrees to use reasonable diligence in providing a regular and uninterrupted supply of electricity at the lamp terminal, and said Company will rebate to the City any and all sums due said City by reason of the failure, for any cause whatever, of any of said lamps to burn, as required by the provisions of said specifications; and said Company further agrees with said City to repair and relight any Class B lamp which for any cause whatever has ceased to burn within a reasonable time after notification by the City Manager of said City, after said lamp has failed to properly burn.

The City shall have the right at all times to make such measurements of electricity as it may deem proper, for the purpose of ascertaining that the said Company is complying with the specifications contained in said Document No. 308288.

And said City, in consideration of the faithful performance by said Company of each, every and all of the agreements and covenants on the part of said Company undertaken by it to be performed, hereby agrees with said Company to pay it the sums of money for each class of lamps and the candle power thereof as hereinabove set forth; and such additional sums as may be prescribed by said Railroad Commission, for each lamp actually furnishing a light, subject to such rebate as may be made on account of outages. Provided, however, that if the said Railroad Commission shall fix a lower rate for such services, the City shall be required to pay only the said lower rate while the same is in force; and said City will further pay to the said Company at the same rate for any and all other lights that may be established by the Company at the request of the City, in manner and form as above provided. All such payments shall be made monthly in warrants of the said City, duly and properly drawn upon the Arc Light Fund of said City, and upon presentation by the Company of its claims therefor in the proper form.

Said Company further agrees to save said City harmless from any and all claims of laborers, workmen and mechanics for labor done, and from all claims of materialmen for materials or supplies furnished for the performance of said work, in so far as the same relates to Class B lamps only, and to hold said City harmless from all actions for damages arising out of the performance of the work to be done under this contract, and to defend at its own cost any and all such actions, and to secure indemnity insurance, or take such other actions as shall indemnify and hold harmless the said City from any and all claims and liability by reason of the Workmen's Compensation, Insurance and Safety Act of the State of California, in force January 1st, 1914, in so far only as the same relates to Class B lamps.

Said Company further agrees to furnish said City with a certificate of the insurance carrier with whom said Company is carrying a policy of insurance, acknowledging full liability, and covering all employees connected with the work specified in this contract, in so far only as the same relates to Class B lamps, and insuring said Company against loss or liability by reason of the Workmen's Compensation, Insurance and Safety Act of the State of California, in force January 1st, 1914; said certificate of the insurance carrier to bear the date of the expiration of said policy.

It is mutually agreed and understood that said Company shall, and said Company hereby agrees and undertakes to protect and hold harmless the said City from and against any and all damages, cost or expense of whatsoever character, occasioned or growing out of, or in any manner arising from the performance, or attempted performance, of the obligations of this contract undertaken by said Company, in so far only as the same relate to the performance or attempted performance of the obligations as to Class B lamps.

And said Company further agrees and herein undertakes to hold said City harmless from any and all claims for the use or infringement of any patent, or claim of patent, or for any cause whatsoever arising by reason of said City entering into the within contract, in so far only as it relates to Class B lamps; provided, always, however, that said Company shall not be liable, and shall not be held liable, for damages caused by riots, acts of the public enemy, acts of God, or unauthorized state or municipal interference.

It is mutually agreed between the parties hereto that in no case unauthorized by the Charter of the City of San Diego, or the general laws in effect in said City, shall said City, or any department, board or officer thereof, be liable for any portion of said contract price.

IN WITNESS WHEREOF, this contract is executed by a majority of the members of the Council of said City, under and pursuant to a resolution authorizing such execution, and said Company has caused this instrument to be executed, and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized, this 19th day of July, 1938.

(SEAL) ATTEST:
J.M.ASHLEY, City Clerk
By FRED W. SICK, Deputy.

THE CITY OF SAN DIEGO,
By P.J.BENBOUGH
W.C.CRANDALL
ADDISON E. HOUSH
HERBERT E. FISH
BRUCE R. STANNARD
JOHN S. SIEBERT
Members of the Council

(SEAL) ATTEST:
J.A.CANNON, Secretary.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
By W.F.RABER, President

I HEREBY APPROVE the form of the foregoing Contract this 14 day of July, 1938.
D.L.AULT, City Attorney.
By H.B.DANIEL, Assistant City Attorney.

CERTIFICATE OF AUDITOR AND COMPTROLLER. I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the foregoing contract with the San Diego Consolidated Gas & Electric Company can be incurred without a violation of any of the provisions of the Charter of the City of San Diego; and I do hereby further certify, in conformity with the requirements of Section 80 of the Charter of the City of San Diego that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said moneys now actually in the Treasury, together with the moneys anticipated to come into the Treasury to the credit of said appropriation, are otherwise unencumbered.

Dated July 7, 1938.
G.F.WATERBURY
Auditor and Comptroller of the City of San Diego.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract for overhead Street Lighting for 1938-39. Being Document No. 309022.
J.M.ASHLEY
City Clerk of the City of San Diego, California,

By Helen M. Wilby Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, That DALEY CORPORATION, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and SAINT PAUL-MERCURY INDEMNITY COMPANY OF SAINT PAUL, a corporation organized and existing under and by virtue of the laws of the State of Delaware, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Twenty-five hundred dollars (\$2500.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 14th day of July, 1938.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego to furnish and deliver for the City's requirements, asphaltic base; asphalt wearing surface, San Diego type; sheet asphalt wearing surface; and plant mixed surfacing, for street patching and repairs, for the period beginning July 1, 1938, and ending June 30, 1939; in accordance with the plans and specifications referred to in said contract, and for the contract prices therein set forth.

NOW, THEREFORE, if the said principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

DALEY CORPORATION, Principal.
By G.R.DALEY, President.

(SEAL) ATTEST:
C.D.MOORE

SAINT PAUL-MERCURY INDEMNITY COMPANY OF SAINT PAUL
Surety

By GEORGE E. LAFFEY
Its Attorney-in-Fact.

(SEAL)

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 14th day of July, 1938, before me, C.D.Moore a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared G.R.Daley known to me to be the President and _____ known to me to be the Secretary of the Corporation that executed the within instrument, known to me to be the persons who executed the within Instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal, at my office in the County of San Diego, the day and year in this certificate first above written.

My Commission Expires,
August 31st, 1940.
(SEAL)

C.D.MOORE
Notary Public in and for the County of San Diego,
State of California.

STATE OF CALIFORNIA,)
COUNTY OF LOS ANGELES,)ss

On this 14th day of July, 1938, before me, a Notary Public, within and for the said County and State, personally appeared George E. Laffey to me personally known, who being duly sworn, upon oath did say that he is the Agent and Attorney-in-Fact of and for the Saint Paul-Mercury Indemnity Company of Saint Paul, Saint Paul, Minnesota, a corporation, created, organized and existing under and by virtue of the laws of the State of Delaware, that the corporate seal affixed to the foregoing within instrument is the seal of the said Company; that the seal was affixed and the said instrument was executed by the authority of its Board of Directors; and he did also acknowledge that he executed the said instrument as the free act and deed of said Company.

(SEAL) PAUL W. ROSTER, JR, Notary Public
My Commission expires,
July 26, 1941.

I hereby approve the form of the within Bond, this 18th day of July, 1938.

D.L.AULT, City Attorney
By H.B.DANIEL, Asst. City Attorney.

I hereby approve the form of the foregoing bond this 18th day of July, 1938.

R.W.FLACK, City Manager

C O N T R A C T

THIS AGREEMENT, made and entered into At The City of San Diego, State of California, this 14th day of July, 1938, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, party of the first part, and hereinafter sometimes designated as the City, and DALEY CORPORATION, a corporation organized and existing under and by virtue of the laws of the State of California, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said Contractor by said City, in manner and form as hereinafter provided, said Contractor hereby covenants and agrees to and with said City to furnish and deliver to said City, from time to time as ordered and required by the Director of Public Works of said City,

Asphaltic Base; Asphalt Wearing Surface, San Diego Type; Sheet Asphalt Wearing Surface; and plant mixed Surfacing, for street patching and repairs in The City of San Diego, California, for the period beginning July 1, 1938, and ending June 30, 1939; all in accordance with the specifications therefor contained in Document No. 308108, on file in the office of the City Clerk of said City, a copy of which said specifications is attached hereto, marked "Exhibit A," and made a part hereof.

Deliveries of the above specified materials shall be made f.o.b. City's trucks at the foot of Ward Road, Mission Valley, San Diego, California.

Said Contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

Asphalt base, f.o.b. trucks at the location herein designated, at the following prices, based on a minimum of 700 tons:

In tonnage of from 1 to 10 tons in any one day, \$5.00 per ton.
In tonnage of from 10 to 20 tons in any one day, \$4.75 per ton.
In tonnage of from 20 to 50 tons in any one day, \$3.75 per ton.
In tonnage of from 50 to 100 tons in any one day, \$3.25 per ton.
In tonnage above 100 tons in any one day, \$3.00 per ton.

Asphaltic wearing surface, San Diego type, and/or sheet asphalt wearing surface, f.o.b. trucks at the location herein designated, at the following prices, based on a minimum of 900 tons:

- In tonnage of from 1 to 5 tons in any one day, \$5.00 per ton.
- In tonnage of from 5 to 10 tons in any one day, \$5.00 per ton.
- In tonnage of from 10 to 20 tons in any one day, \$4.75 per ton.
- In tonnage over 20 tons in any one day, \$4.25 per ton.

Plant mixed surfacing, f.o.b. trucks at the location herein designated, at the following prices, based on a minimum of 1500 tons:

- In 50 ton lots in any one day, \$3.25 per ton.
- In 100 ton lots in any one day, \$3.00 per ton.
- Over 100 ton lots in any one day, \$2.75 per ton.

Said City, in consideration of the furnishing and delivery of said materials by said Contractor, according to the terms of this contract, and the faithful performance of all the obligations and covenants by said Contractor herein undertaken and agreed upon, and the acceptance of said materials by said City, will pay said Contractor the following sums, to-wit:

For asphalt base, f.o.b. trucks at the location herein designated, at the following prices, based on a minimum of 700 tons:

- In tonnage of from 1 to 10 tons in any one day, \$5.00 per ton.
- In tonnage of from 10 to 20 tons in any one day, \$4.75 per ton.
- In tonnage of from 20 to 50 tons in any one day, \$3.75 per ton.
- In tonnage of from 50 to 100 tons in any one day, \$3.25 per ton.
- In tonnage above 100 tons in any one day, \$3.00 per ton.

For asphaltic wearing surface, San Diego type, and/or sheet asphalt wearing surface, f.o.b. trucks at the location herein designated, at the following prices, based on a minimum of 900 tons:

- In tonnage of from 1 to 5 tons in any one day, \$5.00 per ton.
- In tonnage of from 5 to 10 tons in any one day, \$5.00 per ton.
- In tonnage of from 10 to 20 tons in any one day, \$4.75 per ton.
- In tonnage over 20 tons in any one day, \$4.25 per ton.

For plant mixed surfacing, f.o.b. trucks at the location herein designated, at the following prices, based on a minimum of 1500 tons:

- In 50 ton lots in any one day, \$3.25 per ton.
- In 100 ton lots in any one day, \$3.00 per ton.
- Over 100 ton lots in any one day, \$2.75 per ton.

said payments to be made as follows:

At the end of each calendar month the City Manager will make an estimate of the amount of materials furnished and delivered by the contractor during the preceding month, or since the previous estimate, classified and computed on the basis of the items and unit prices hereinabove named. From the total thus computed a deduction of ten per cent (10%) will be made, and the remainder will be paid to the Contractor. The ten per cent (10%) deducted as above set forth shall not become due and payable until the completion of the contract, and until release shall have been executed and filed as hereinafter provided, and until five days shall have elapsed after the expiration of the period within which liens may be filed under the provisions of Title 4, part 3, Code of Civil Procedure of the State of California. When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager and when a release of all claims against the City of San Diego, under or by virtue of this contract, shall have been executed by the Contractor, and when five days shall have elapsed after the expiration of the period within which liens may be filed, as hereinabove provided, final payment will be made, at such time and in such manner as provided by law, of any balance due, including the percentage withheld as above stated, or such portion thereof as may be due the contractor.

Said Contractor hereby agrees that it will be bound by each and every part of this contract, and deliver and cause to be delivered all of said materials, as herein specified.

No interest in this agreement shall be transferred by the Contractor to any other party, and any such transfer shall cause annulment of this contract, so far as The City of San Diego is concerned. All rights of action, however, for any breach of this contract are reserved to said City.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of the City of San Diego, or the general laws in effect in said City, shall said City or any department, board or officer thereof, be liable for any portion of the contract price; also that no extra materials shall be furnished by said Contractor unless authorized and directed by resolution of said Council to that effect.

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of the City of San Diego, pursuant to and under Resolution No. 67817 of the Council authorizing such execution, and the Contractor has caused this instrument to be executed and its corporate name and seal to be hereunto affixed by its duly authorized officers, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO.
By R.W.FLACK, City Manager.

DALEY CORPORATION
By G.R.DALEY, President.

(SEAL)
STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 14th day of July, 1938, before me, C.D.Moore, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared G.R.Daley known to me to be the President and _____ known to me to be the Secretary of the Corporation that executed the within instrument, known to me to be the persons who executed the within Instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal, at my office in the County of San Diego, the day and year in this certificate first above written.

C.D.MOORE
Notary Public in and for the County of San Diego,
State of California.

(SEAL)
My Commission Expires
August 31st, 1940.

I hereby approve the form of the foregoing contract, this 18th day of July, 1938.
D.L.AULT, City Attorney
By H.B.DANIEL, Asst. City Attorney.

SPECIFICATIONS FOR ASPHALTIC BASE; ASPHALT
WEARING SURFACE, SAN DIEGO TYPE; SHEET AS-
PHALT WEARING SURFACE; AND PLANT MIXED SUR-
FACING, FOR STREET PATCHING AND REPAIRS.

Quote on supplying the City of San Diego's requirements of a asphaltic base; asphalt wearing surface, San Diego type; and sheet asphalt wearing surface, in accordance with those certain specifications on file in the office of the City Clerk of said City, and designated as Specifications Series 2-29 For Public Improvements, and marked Document No. 275153; also plant mixed surfacing, in accordance with the following specifications:

Aggregate:

Mineral aggregate shall be of the material and quality and conform to the tests provided in Section 20 (b) of the Standard Specifications of the State of California, Department of Public Works, Division of Highways, Edition of January, 1935.

Grading of Aggregate:

Passing 5/16" screen		100%
" #3 mesh sieve	90% to	100%
" #10 " "	45% to	60%
" #40 " "	25% to	40%
" #200 " "	6% to	11%

Bituminous Binder:

Bituminous binder shall consist of 5% to 7% Type MC-2 Grade E liquid asphalt.

The gravel or crushed stone shall be furnished in two sizes which shall be stored in separate bins. One bin shall contain that portion of the material retained on a ten (10) mesh sieve and the other bin shall contain that portion of the material passing a ten (10) mesh sieve. The two sizes of material shall be combined in the proper proportions as directed by the Engineer at the time of mixing. All material shall be accurately proportioned by weight.

Mixing:

The mineral aggregate and liquid asphalt shall be mixed in a pug mill or other approved type of mixer. Mixing shall continue for a period of at least thirty (30) seconds after all ingredients are in the mixer and until a uniform mixture of unchanging appearance is obtained, with all the particles of aggregate thoroughly coated with liquid asphalt.

This asphaltic base; asphalt wearing surface, San Diego type; sheet asphalt wearing surface; and plant mixed surfacing will be used for street patching and repairs, and will be the City's requirements of asphaltic base; asphalt wearing surface, San Diego type; sheet asphalt wearing surface; and plant mixed surfacing, for the period from July 1, 1938 to July 1, 1939.

Deliveries to be made f.o.b., City's trucks at a location designated by bidder in bid submitted; said location to be within the corporate limits of the City of San Diego, California, or within a distance of five miles of the corporate limits of said City, when and as requested by the Director of Public Works of said City.

Bidder will show net price with all discounts deducted. Unless bidder specifically states that sales tax is included or is not included in his bid, such bid will be interpreted as including such and no tax will be paid by the City in addition to the bid price.

Payments will be made monthly to the successful bidder for asphaltic base, asphalt wearing surface, San Diego type, sheet asphalt wearing surface, and plant mixed surfacing, purchased in accordance with purchase orders and deliveries, until 90% of the asphaltic base, asphalt wearing surface, San Diego type, sheet asphalt wearing surface, and plant mixed surfacing to be purchased under the contract, has been paid for.

Payment for the final 10% of the asphaltic base, asphalt wearing surface, San Diego type, sheet asphalt wearing surface, and plant mixed surfacing delivered, will not be made until completion of the contract, and until the releases shall have been executed and filed as hereinafter provided, and until five days shall have elapsed after expiration of period within which liens may be filed under the provisions of Title 4, Part 3, of Code of Civil Procedure of the State of California, approximately 35 days after completion of contract.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Daley Corporation for asphalt paving material. Being Document No. 309038.

J.M. ASHLEY

City Clerk of the City of San Diego, California.

By Helen M. Willig Deputy.

A G R E E M E N T

THIS AGREEMENT, made and entered into this 1st day of July, 1938, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter referred to as the City, and the UNITED STATES FOREST SERVICE, hereinafter referred to as the Government; WITNESSETH:

THAT WHEREAS, for many years the City has been paying a portion of the expense in maintaining a lookout on Lyons Peak during the fire season, and for the past three years has likewise contributed to the expense of maintaining San Diego River Fire Guard in the vicinity of El Capitan Dam, and desires to continue so to do for the fiscal year 1938-39;

NOW, THEREFORE, in consideration of the premises, and of the matters and things hereinafter mentioned, the parties hereto agree together as follows:

The City agrees to pay to the Government during the fiscal year 1938-39 the total sum of Seven Hundred and Twenty Dollars (\$720.00), payable at the rate of One Hundred and Twenty Dollars (\$120.00) per month, toward the expense of the maintenance by the Government of Lyons Peak Fire Lookout Service, and the additional sum of Six Hundred Dollars (\$600.00), payable at the rate of One Hundred Dollars (\$100.00) per month during said period, toward the expense of maintaining by the Government of the San Diego River Fire Guard. Said monthly payments shall be made by the City during the fire season of said fiscal year and will be deposited with the Regional Fiscal Agent, Forest Service, 760 Market Street, San Francisco, California, when and as requested by the Forest Supervisor.

The Government agrees to select, supervise and equip the men for the positions of Lyons Peak Lookout and San Diego River Fire Guard, and to maintain said Lyons Peak Lookout and San Diego River Fire Guard service during the fire season of the fiscal year 1938-39, which said fiscal year begins July 1, 1938, to insure efficient fire protection to watersheds and mutual benefits to the parties to this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first hereinabove written.

THE CITY OF SAN DIEGO,
By R.W. BLACK, City Manager

UNITED STATES FOREST SERVICE
By A.P.DEAN,Forest Supervisor

I HEREBY APPROVE the form of the foregoing Agreement, this 2d day of July, 1938.
D.L.AULT, City Attorney
By H.B.DANIEL, Assistant City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with United States Forest Service for Lookout at Lyons Peak. Being Document No. 309039.

J.M.ASHLEY
City Clerk of the City of San Diego, California
By Helen M. Willig Deputy.

A G R E E M E N T

WHEREAS, VIRGIL S. KIPP, is the owner of Lots 28 & 29 Block 9 Subdivision La Jolla Park, San Diego County, State of California, and,
WHEREAS, the provisions of Ordinance No. 837 (New Series) of the Ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 11th day of July, 1938, by me that I will, for and in consideration of the permission granted me to remove 70 feet of curbing on Fay and Pearl streets adjacent to the above described property, bind me to, and do hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of the City of San Diego.

I further agree that this agreement shall be binding on me, my heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

VIRGIL S. KIPP
Owner's Name
1130 Bank of America Bldg.
Address

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 11th day of July, A.D. Nineteen Hundred and thirty-eight, before me, Mary McAllister, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared VIRGIL S. KIPP known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

MARY McALLISTER
Notary Public in and for the County of San Diego,
State of California.

(SEAL)

RECORDED JUL 26 1938 56 Min. past 10 A.M. In Book 807 At Page 65 of Official Records, San Diego Co., Cal. Recorded At Request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H.I.ERB
E. DRUMMOND

I certify that I have correctly transcribed this document in above mentioned book.
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from Virgil S. Kipp to the City of San Diego, California. Being Document No. 309046.

J.M.ASHLEY
City Clerk of the City of San Diego, California.
By Helen M. Willig Deputy.

A G R E E M E N T

WHEREAS, Robert St. John Gardiner, are, is the owner of Lots "C", D E F G H I & J" Block (281) Subdivision Horton's Addition in the City of San Diego, County of San Diego, State of California According to map thereof on file in the office of County Recorder, said S.D. Co. and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 15th day of July, 1938, by Robert St. John Gardiner that he will, for and in consideration of the permission granted agrees to remove (45) feet of curbing on Fifth Ave. street adjacent to the above described property, bind himself to, and does hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of the City of San Diego.

He further agrees that this agreement shall be binding on the owner, his heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

ROBERT ST. JOHN GARDINER
Owner's Name
2400 5th Ave.
Address.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 15th day of July, A.D. Nineteen Hundred ant thirty-eight, before me, Ethel Jelinek a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Robert St. John Gardiner known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

ETHEL JELINEK

Notary Public in and for the County of San Diego,
State of California.

(SEAL)

My Commission Expires,
June 10, 1941.

RECORDED JUL 26 1938 57 Min. past 10 A.M. In Book 807 At Page 66 of Official Records, San Diego Co., Cal. Recorded At Request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H.I.ERB

I certify that I have correctly transcribed this document in above mentioned book.

E. DRUMMOND

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from Robert St. John Gardiner to the City of San Diego, California. Being Document No. 309047.

J.M.ASHLEY

City Clerk of the City of San Diego, California.

By Helen M. Wilby Deputy.

AGREEMENT

WHEREAS, Frank H. Woolman is the owner of Lot E Block 360 Subdivision Hortons Addition, San Diego, and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 20th day of July, 1938, by Frank H. Woolman, that I will, for and in consideration of the permission granted me to remove 28 feet of curbing on First street adjacent to the above described property, bind myself to, and I hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of the City of San Diego.

I further agree that this agreement shall be binding on my heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

FRANK H. WOOLMAN

Owner's Name

116 E. Redwood St.

San Diego, California.

Address.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 20th day of July, A.D. Nineteen Hundred and thirty-eight, before me, Jessie Kanagy a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Frank H. Woolman known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

JESSIE KANAGY

Notary Public in and for the County of San Diego,
State of California.

(SEAL)

RECORDED JUL 26 1938 58 Min. past 10 A.M. In Book 807 At Page 66 Of Official Records, San Diego Co., Cal. Recorded At Request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB

I certify that I have correctly transcribed this document in above mentioned book.

E. DRUMMOND

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from Frank H. Woolman to City of San Diego, California. Being Document No. 309093.

J.M.ASHLEY

City Clerk of the City of San Diego, California.

By Helen M. Wilby Deputy.

PREFERENTIAL, NON-EXCLUSIVE USE AND OCCUPANCY PERMIT

THIS PERMIT AGREEMENT, made this 13th day of July, 1938, between THE CITY OF SAN DIEGO, acting by and through the Superintendent of Parks thereof, hereinafter sometimes designated as the "City", party of the first part; and BUREAU OF MINES OF SAN DIEGO COUNTY, party of the Second Part, WITNESSETH:

THAT WHEREAS, under and subject to the provisions of Ordinance No. 1013 (New Series) of the ordinances of the City, non-commercial, local societies, groups and organizations engaged in civic, social, educational, cultural, recreational or philanthropic work or activities, may, at the discretion of the Park Department of the City and subject to ratification by the City Council, be permitted to establish and maintain regular meeting places and headquarters in certain buildings belonging to the City located in Balboa Park; and

WHEREAS, the party of the second part is a non-commercial body engaged in Furnishing information to general public regarding laws of mining and homesteading and regulations thereunder.

NOW, THEREFORE, in consideration of the covenants and agreements to be kept and performed by the party of the second part and upon the terms and conditions for the purposes, all as hereinafter contained, the City does hereby grant to the party of the second part a revocable, preferential, but non-exclusive, permit for the use and occupancy of THE SOUTH-EAST ROOM IN THE ADMINISTRATION BUILDING.

This permit is granted upon the following terms and conditions, and the party of the second part, in consideration of the granting thereof, hereby covenants and agrees that it will faithfully keep, perform and in all respects be bound by each and every such term and condition, to-wit:

- (1) OF THIS PERMIT.
- (2) Party of the second part shall save the City harmless from any claim of damage or injury to person or property that may result from such occupancy.
- (3) That the City shall not be required to incur any expense or obligation to improve, repair or reconstruct any portion of the building or portion covered by the permit; and that the party of the second part shall, at its own expense, at all times maintain the building or space covered by this permit in a safe, clean and sanitary condition and promptly, when required so to do by the Park Department, make any repairs of damage or depreciation resulting from the occupancy.
- (4) Party of the second part shall pay to the City for such use and occupancy the sum of No Dollars (\$0.00).
- (5) That the party of the second part shall be required to be responsible for and to pay all charges for light, heat and water furnished for or by reason of such occupancy.
- (6) That full jurisdiction and control of the premises covered by this permit shall be and remain in the Park Department, and this permit shall be revocable at any time and at the uncontrolled discretion of the Park Department.
- (7) That the general public shall not be wholly or permanently excluded from the building or portion of building covered by this permit; provided, however, that reasonable restrictions may be made, consistently with the right of the public to the use and enjoyment of the park and the building therein, to enable the party of the second part to use the premises for the purposes for which the same are allocated. Any such restrictions shall, before the same are put into effect, be submitted to and receive the written approval of the Park Department.
- (8) That the use and occupancy provided for by this permit shall also be subject to such uniform and proper rules and regulations as the Park Department are authorized to make and enforce under the provisions of said Ordinance No. 1013 (New Series), for the use, occupancy, maintenance and care of such buildings or part of buildings as are authorized to be allocated for partial use and occupancy under said ordinance.

IN WITNESS WHEREOF, This permit is executed by the City of San Diego, acting by and through the Superintendent of Parks of said City, party of the first part, and the party of the second part, BUREAU OF MINES OF SAN DIEGO COUNTY, the day and year in this permit first above written.

THE CITY OF SAN DIEGO
By J.G.MORLEY,
By W.ALLEN PERRY
Superintendent of Parks

BUREAU OF MINES OF SAN DIEGO COUNTY
CHAS. H. REED
Secretary - Engineer.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Occupancy Permit with Bureau of Mines of S.D.County. Being Document No. 309135.

J.M.ASHLEY
City Clerk of the City of San Diego, California.

By Helen M. Wallis Deputy.

A G R E E M E N T

THIS AGREEMENT, made and entered into this 29th day of July, 1938, by and between THE CITY OF SAN DIEGO, a municipal corporation, First Party, sometimes hereinafter called the Owner, and M.H.Golden, Second Party, sometimes hereinafter called the Contractor.

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1. The Contract Documents. The complete contract consists of the following documents, to-wit: The Advertisement for Bids, the Information for Bidders, the Accepted Bid, the General Conditions, the Agreement, the Complete Specifications, the Complete Plans and Addenda. Any and all obligations of the First Party and the Contractor are fully set forth and described therein.

All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all said documents. The documents comprising the complete contract are sometimes hereinafter referred to as the Contract Documents.

2. The Work. Said Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor and material necessary to perform and complete in a good and workmanlike manner, the work of constructing Police Headquarters, City Jail and Court Rooms, together with facilities necessary or convenient in connection therewith, as called for, and in the manner designated, and in strict conformity with, the Plans and Specifications adopted by the Council of the City of San Diego, California, which said Plans and Specifications are entitled, respectively, "Contract Documents with Specifications for Police Headquarters, City Jail and Court Rooms, Market Street Jail Site, San Diego, California," and are on file in the office of the City Clerk of the City of San Diego, bearing Document No. 308975, and which Plans and Specifications are identified by the signatures of the parties to this Agreement. It is understood and agreed that said tools, equipment, apparatus, facilities, labor and material shall be furnished and said work performed and completed as required in said Plans and Specifications under the direction and supervision of, and subject to the approval of The City of San Diego, or its representatives.

3. Contract Price. The First Party agrees to pay and the Contractor agrees to accept, in full payment for the work above agreed to be done, the sum of Three Hundred Eighty-five Thousand Three Hundred Twenty-one Dollars (\$385,321.00), subject to additions and deductions as provided in the Contract Documents.

4. Disputes Pertaining to Payment for Work. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which said Second Party may be required to do, or respecting the size of any payment to said Second Party during the performance of this contract, said dispute shall be decided by the Owner, and the decision of the latter shall be final and conclusive.

5. Permits: Compliance with Law. The Second Party shall, at his expense, obtain all necessary permits and licenses, easements, etc., for the construction of the project, give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations relating the work and to the preservation of the public health and safety.

6. Inspection by Owner. The Second Party shall at all times maintain proper facilities and provide safe access for inspection by the First Party to all parts of the work, and to the shops wherein the work is in preparation. Where the Specifications require work to be specially tested or approved, it shall not be tested or covered up without timely notice to the Architect of its readiness for inspection and without the approval thereof or consent thereto by the latter. Should any such work be covered up without such notice, approval, or consent, it must, if required by the Architect, be uncovered for examination at the Second Party's expense.

7. Extra and/or Additional Work and Changes. Should said First Party at any time during the progress of said work request any alterations, deviations, additions or omissions from said Specifications or Plans or other Contract Documents it shall be at liberty to do so, and the same shall in no way affect or make void the contract, but will be added to or deducted from the amount of said contract price, as the case may be, by a fair and reasonable valuation.

The estimated cost of a proposed change shall be established in one or more of the following methods:

(a) By an acceptable lump sum proposal from the Contractor.
(b) By unit prices contained in the Contractor's original bid and incorporated in the Contract Documents or fixed by subsequent agreement between the Owner and the Contractor.

(c) By a supplemental schedule of prices contained in the Contractor's original bid and incorporated in the Contract Documents.

(d) On a cost-plus-limited basis not to exceed a specified limit. Work on a cost-plus-limited basis is defined as the cost of labor, materials, and insurance, plus the percentage named in the Contract Documents, if any, but in no event to exceed 15%, to cover superintendence, general expense, and profit. A change figured on this basis will state the estimated limit of total cost as a maximum payment by the Owner to the Contractor for the work contemplated by the change.

No extra work shall be performed or change be made unless in pursuance of a written order from the First Party, stating that the extra work or change is authorized and no claim for an addition to the contract sum shall be valid unless so ordered.

8. Time for Completion - Extension of Time. All work under this contract shall be completed within a period of one hundred and eighty (180) consecutive calendar days commencing five (5) days from and after the notice by the First Party to the Second Party to begin work.

If said Second Party shall be delayed in said work by the acts or neglect of said First Party, or its employees or those under it by contract or otherwise, or by changes ordered in the work, or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Second Party's control, or by delay authorized by the First Party, or by any cause which the Architect shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the Architect may decide.

This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

9. Employment of Aliens. Pursuant to the provisions of Sections 1850 to 1854, inclusive, of the Labor Code of California:

No contractor or subcontractor or agent or representative thereof shall knowingly employ or cause or allow to be employed on public work any alien - meaning thereby any person not a born or fully naturalized citizen of the United States - except in cases of extraordinary emergency caused by fire, flood, or danger to life or property, or except on work upon public military or naval defenses or works in time of war. Within thirty days after any alien is permitted to work upon public work due to an extraordinary emergency, the contractor shall file with the awarding body a verified report setting forth the nature of the extraordinary emergency, the name of the alien, and each date he was permitted to work. Failure to file the report within the thirty day period shall be prima facie evidence that no extraordinary emergency existed. Every contractor and subcontractor shall keep an accurate record showing the name and citizenship of each workman employed by him, in connection with public work. The record shall be kept open at all reasonable hours to the inspection of the awarding body and to the Division of Labor Statistics and Law Enforcement.

For each violation of the above stipulation, said contractor shall forfeit to The City of San Diego as a penalty the sum of Ten Dollars (\$10.00) for each alien knowingly employed in the execution of this agreement, by him or by any subcontractor under him, for each calendar day, or portion thereof, during which such alien is permitted or required to labor in violation of this stipulation and the provision of said Article 4.

10. Certain Facilities to be Provided and Maintained. The Second Party shall provide and maintain until the completion of the contract facilities at the site of the project for the use of those representatives or agents of the Federal Emergency Administrator of Public Works who are assigned to the inspection of the Project. Such facilities shall consist of adequate quarters convenient to the work and for the sole use of such representatives or agents. Such quarters shall be provided with light, heat and telephone service, and shall be furnished with suitable table, desk and chairs.

11. Signs. The Contractor shall furnish and erect, on the site of the project, at points and in positions to be designated by the First Party, signs in such quantity and of such dimensions as are set forth in said Specifications or other Contract Documents as will be designated by the First Party, which signs shall bear the legend:

"P.W.A.
FEDERAL EMERGENCY
ADMINISTRATION OF PUBLIC WORKS
MUNICIPAL BUILDINGS.
PROJECT NO. 1596-F."

12. Inspection and Testing of Materials. The Contractor shall notify the First Party a sufficient time in advance of the manufacture or production of materials, to be supplied by him under this contract, in order that the First Party may arrange for mill or factory inspection and testing of same.

Any materials shipped by the Contractor from the factory prior to having satisfactorily passed such testing and inspection by the First Party's representative, or prior to the receipt of notice from said representative that such testing and inspection will not be required, shall not be incorporated on the job.

The Contractor shall also furnish to the First Party, in triplicate, certified copies of all required factory and mill test reports.

13. Termination of Breach, etc. If the Second Party should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he or any of his subcontractors should violate any of the provisions of the contract, the Owner may serve written notice upon him and his surety of its intention to terminate the contract, such notice to contain the reasons for such intention to terminate the contract, and, unless within ten days after the serving of such notice, such violation shall cease and satisfactory arrangements for correction thereof be made, the contract shall, upon the expiration of said ten days, cease and terminate. In the event of any such termination, the Owner shall immediately serve written notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and perform the contract, provided, however, that if the surety within fifteen days after the serving upon it of notice of termination does not give the Owner written notice of its intention to take over and perform the contract or does not commence performance thereof within thirty days from the date of the serving of such notice, the Owner may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable, for the account and at the expense of the Contractor, and the Contractor and his surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may without liability for so doing take possession of and utilize in completing the work, such materials, appliances, plant and other property belonging to the Contractor as may be on the site of the work and necessary therefor.

14. Owner's Right to Withhold Certain Amounts and make Application thereof. In addition to the amount which the Owner may retain under Paragraph 38 of this Agreement until the final completion and acceptance of all work covered by the contract, the Owner may withhold from payment to the Contractor such an amount or amounts as in its judgment may be necessary to pay just claims against the Contractor or any subcontractors for labor and services rendered and materials furnished in and about the work. The Owner may apply such withheld amount or amounts to the payment of such claims in its discretion. In so doing the Owner shall be deemed the agent of the Contractor and any payment so made by the Owner shall be considered as a payment made under the contract by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payment made in good faith. Such payment may be made without prior judicial determination of the claim or claims.

15. Notice and Service Thereof. Any notice from one party to the other under the contract shall be in writing and shall be dated and signed by the party giving such notice, or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in the following manner, namely, (a) if the notice is given to the First Party, by personal delivery thereof to the authorized representative of said First Party, or by depositing the same in the United States mails, enclosed in a sealed envelope, addressed to the First Party for the attention of said First Party, postage prepaid and registered; (b) if the notice is given to the Second Party, by personal delivery thereof to said Second Party or to his duly authorized representative at the site of the Project, or by depositing the same in the United States mails, enclosed in a sealed envelope, addressed to said Second Party at his office address, postage prepaid and registered; and (c) if the notice is given to the surety or any other person, by personal delivery to such surety or other person, or by depositing the same in the United States mails, enclosed in a sealed envelope, addressed to such surety or person, as the case may be, at the address of such surety or person, last communicated by him to the party giving the notice, postage prepaid and registered.

16. Assignment of Contract. Neither the contract, nor any part thereof, nor any moneys due or to become due thereunder may be assigned by the Second Party without the prior written approval of the First Party.

17. Subcontracting. No part of the contract shall be sublet by the Second Party without the prior written approval of the First Party.

18. Compliance with Specifications of Materials. Whenever in the specifications, any material or process is indicated or specified by patent or proprietary name and/or by name of manufacturer, such specifications shall be deemed to be used for the purpose of facilitating description of the material and/or process desired, and shall be deemed to be followed by the words "Or Equivalent," and the Contractor may offer any material or process which shall be equal in every respect to that so indicated or specified; provided, however, that if the material, process, or article offered by the Contractor is not, in the opinion of the Owner's engineer or architect, equal in every respect to that specified, then the Contractor must furnish the material, process or article specified or one that in the opinion of the Owner's engineer or architect is the equal thereof in every respect.

19. Contract Security. The Contractor shall furnish a surety bond (form attached) in an amount at least equal to 100 per cent of the contract price as security for the faithful performance of this contract. The Contractor shall also furnish a separate surety bond (form attached) in an amount at least equal to 50 per cent of the contract price as security for the payment of all persons performing labor and furnishing materials in connection with this contract.

20. Contractor's Insurance. The Contractor shall not commence work under this contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

(a) Compensation Insurance. The Contractor shall take out and maintain during the life of this contract Workmen's Compensation Insurance for all of his employees employed at the site of the project, and, in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of his employees not otherwise protected.

(b) Public Liability and Property Damage Insurance. The Contractor shall take out and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect him and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from his operations under this contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:

Public Liability Insurance, in an amount not less than \$50,000 for injuries, including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than \$100,000 on account of one accident, and Property Damage Insurance in an amount not less than \$50,000.00.

21. Proof of Carriage of Insurance. The Contractor shall furnish the Owner with satisfactory proof of carriage of the insurance required.

22. Qualifications for Employment. No person under the age of sixteen (16) years and no person currently serving sentence in a penal or correctional institution shall be employed to perform any work under this contract. No person whose age or physical condition is such as to make his employment dangerous to his health or safety or to the health and safety of others shall be employed to perform any work under this contract; Provided, That this sentence shall not operate against the employment of physically handicapped persons, otherwise employable, where such persons may be safely assigned to work which they can able perform. There shall be no discrimination because of race, creed, color, or political affiliations, in the employment of persons for work on the Project under this contract. All employees engaged in work on the Project under this contract shall have the right to organize and bargain collectively through representatives of their own choosing, and such employees shall be free from interference, restraint, and coercion of employers in the designation of such employees' representatives, in self-organization, and in other concerted activities of such employees, for the purpose of collective bargaining or other mutual aid or protection, and no person seeking employment under this contract and no person employed under this contract shall be required as a condition of initial or continued employment to join any company union or to refrain from joining, organizing or assisting a labor organization of such person's own choosing.

23. Labor Preference and Employment Service. With respect to all skilled, semi-skilled and unskilled workers employed on the Project.

(a) Preference in employment shall be given to persons from the public relief rolls where such persons are available and qualified to perform the work to which the employment relates, and

(b) To the fullest extent possible workers appropriate to be secured through employment services shall be chosen from list of qualified workers submitted by local employment agencies designated by the United States Employment Service: PROVIDED, That union workers, skilled, semi-skilled and unskilled, shall not be required to register at such local employment agencies but, if such workers are desired by the employer they shall be obtained through union locals in a customary manner which will insure compliance with subparagraph (a) of this paragraph. In the event, however, that employers who wish to employ union workers are not furnished with qualified workers by the union locals within 48 hours (Sundays and holidays excluded) after request is filed by the employer, all workers shall be chosen from lists of qualified workers submitted by local agencies designated by the United States Employment Service.

24. Nondiscrimination. Except as specifically provided above, workers who are qualified by training and experience and who, as above outlined, are referred for work on the project under this contract, shall not be discriminated against on any ground whatsoever.

25. Hours of Work. Except in

(a) Emergencies, which are defined as unforeseen occurrences and combinations of circumstances involving the public welfare or the protection of work already done under this contract or which endanger life or property and call for immediate action or remedy;

(b) Special and unusual circumstances rendering it infeasible or impractical to require adherence to the applicable limitations of hours herein set forth, skilled, semi-skilled and unskilled workers employed to perform work on the Project under this contract shall not be permitted to work thereon more than 8 hours per day or more than 40 hours per week; PROVIDED, That the limitations of hours herein set forth shall not apply to executive, supervisory, administrative, clerical or other non-manual workers* as such.

(*For example, camp assistants, cooks, policemen, storekeepers,)

(timekeepers, watchmen, waterboys and messengers.)

Eight hours of labor shall constitute a legal day's work upon all work done hereunder, with the exception of lathers, plasterers and plasterer's tenders, whose legal days' work shall consist of six hours, and it is expressly stipulated that no workman employed at any time by the Contractor, or by any subcontractor or subcontractors under this contract, upon the work or upon any part of the work contemplated by this contract, shall be required or permitted to work thereon more than eight hours in any one calendar day except as provided in Sections 1810 to 1816 inclusive, of the Labor Code of California, all the provisions whereof are deemed to be incorporated herein; and it is further expressly stipulated that for each and every violation of said last named stipulation, said Contractor shall forfeit, as a penalty to the State of California, ten dollars (\$10.00) for each workman employed in the execution of this contract, or by any subcontractor under this contract, for each calendar day during which said workman is required or permitted to labor more than eight hours in violation of the provisions of said sections of the Labor Code.

In accordance with the applicable provisions of the Labor Code of the State of California; within thirty (30) days after any laborer, workman or mechanic is permitted to work over eight (8) hours in one calendar day due to any such emergency, the Contractor doing the work, or his duly authorized agent, shall file with the Owner a report verified by his oath, setting forth the nature of the said emergency, which report shall contain the name of said worker and the hours worked by him on the said day; and the Contractor, and each subcontractor, shall also keep an accurate record showing the names and actual hours worked of all workers employed by him in connection with the work contemplated by this Agreement, which record shall be open at all reasonable hours to the inspection of the Owner, or its officers or agents and to the Chief of the Division of Labor Statistics and Law Enforcement of the Department of Industrial Relations, his deputies and agents.

26. Wage Rates. Pursuant to the Charter of the City of San Diego, the Council of said City has ascertained the general prevailing rate of per diem wages and rates for legal holiday and overtime work in the locality in which this work is to be performed, for each craft or type of workman or mechanic needed to execute this contract. The prevailing wages so determined are as follows:

Legal holidays include Sundays and Saturdays, where crafts work a five day week, and other overtime when permitted by law, to be paid for at the rate of time and one-half.

NOTE: LATHERS, PLASTERERS AND PLASTERERS' TENDERS WORK A SIX HOUR DAY, FIVE DAY WEEK.

Trade or Occupation	Per Diem Wage.	Hourly Wage Rate.
Asbestos Workers	\$ 10.00	\$ 1.25
Auto Mechanic	6.00	.75
Bricklayer	12.00	1.50
Bricklayers' Tenders	7.00	.87 $\frac{1}{2}$
Blacksmith	6.00	.75
Blademan	6.00	.75
Backfill Machine Operator	6.00	.75
Carpenter (rough and finish)	8.00	1.00
Bulldozer Operator	6.00	.75
Carpet and Linoleum Worker	8.00	1.00
Composition Floor Finished	10.00	1.25
Cement Finishers	10.00	1.25
Caulkers	6.00	.75
Clerks	6.00	.75
Concrete Spreaders	5.00	.62 $\frac{1}{2}$
Concrete Tampers	5.00	.62 $\frac{1}{2}$
Cooks (1st Cook)	6.00	.75
Cooks (2nd Cook)	4.80	.60
Crane Operator	9.00	1.12 $\frac{1}{2}$
Cast Stone Operator	9.00	1.12 $\frac{1}{2}$
Drillers and Jack Hammer Men	7.00	.87 $\frac{1}{2}$
Drill Sharpeners	6.00	.75
Electrical Workers	10.00	1.25
Elevator Constructor	10.20	1.27 $\frac{1}{2}$
Elevator Constructor's Helper	7.14	.89 $\frac{1}{4}$
Engineers: compressor operator, hoisting, Portable, quarries, tractors over 50 HP, rollers, mixers, concrete mixermen, asphalt plants, stone derricks	10.00	1.25
Engineers: bridge and structural	10.00	1.25
Engineers: pile driver, derrick barges cableways	10.00	1.25
Engineers' firemen and appra	7.00	.87 $\frac{1}{2}$
Flunkey	4.00	.50
Glass Workers	8.00	1.00
Granite Setters	12.00	1.50
Granite Cutters	9.00	1.12 $\frac{1}{2}$
Gunit Mixermen	6.00	.75
Gunit Nozzelman	10.00	1.25
Gunit Gunman	7.00	.87 $\frac{1}{2}$
Gunit Rodman	10.00	1.25
Gunit Groundmen (wire)	10.00	1.25
Gunit Reboundman	5.00	.62 $\frac{1}{2}$
Hardware Floorman	9.00	1.12 $\frac{1}{2}$
House Movers	8.00	1.00
Iron Workers: Structural	11.00	1.37 $\frac{1}{2}$
Ornamental	11.00	1.37 $\frac{1}{2}$
Machinery Movers	11.00	1.37 $\frac{1}{2}$
Riggers	11.00	1.37 $\frac{1}{2}$
Welders (Electric or Acct)	11.00	1.37 $\frac{1}{2}$
Stone Derrick Men	11.00	1.37 $\frac{1}{2}$
Reinforcing Steel Workers	9.00	1.12 $\frac{1}{2}$
Apprentices of the above classifications	6.00	.75
Laborers, building and common	5.00	.62 $\frac{1}{2}$
Laborers, cement	5.00	.62 $\frac{1}{2}$
Lathers (6 Hour day)	9.00	1.50
Marble Workers	10.00	1.25
Marble Workers' Helpers	6.00	.75
Millmen - planing mill dept.	8.00	1.00
Millmen - sash and door	7.00	.87 $\frac{1}{2}$
Millwrights	9.00	1.12 $\frac{1}{2}$
Model Castors	9.00	1.12 $\frac{1}{2}$
Model Makers	12.00	1.50
Model Sculptors	14.00	1.75
Mosaic and terrazzo Workers	10.00	1.25
Mosaic and terrazzo wkr. helper	6.00	.75
Materialmen	6.00	.75
Painters	8.00	1.00
Pile Driver Foremen	12.00	1.50
Pile Drivers and Wharf Builders	10.00	1.25
Plasterers (6 hour day)	9.00	1.50
Plasterers' Tender (6 hour day)	8.10	1.35
Plumbers	10.00	1.25
Powderman	6.00	.75
Pumpman	6.00	.75
Roofers, foremen	8.00	1.00
Roofers, journeymen	7.00	.87 $\frac{1}{2}$
Roofers, kettlemen	5.30	.66 $\frac{1}{4}$
Sheet Metal Worker	9.00	1.12 $\frac{1}{2}$
Shovel and Dragline Operators (less than 1 yd.\$1.00 hr.)	10.00	1.25
Shovel Operators - underground	11.00	1.37 $\frac{1}{2}$
Shovel Cranemen - underground	9.50	1.18-3/4
Shovel fireman and watchman	7.00	.87 $\frac{1}{2}$
Shovel oiler	6.00	.75
Sprinkler Fitters	10.00	1.25
Steam Fitter	10.00	1.25
Stone Setters	12.00	1.50
Stone Cutter	9.00	1.12 $\frac{1}{2}$
Tile Setters	10.00	1.25
Tile Setters' Helpers	6.00	.75
Teamsters	5.00	.62 $\frac{1}{2}$
Road Grader Operators	6.00	.75
Tractor Opr. - under 50HP	6.00	.75

Timekeepers	\$ 6.00	.75
Trenching Mach. Opr.	10.00	1.25
Truck Driver - under 15,500 lbs;	5.44	.68
Truck Driver - over 15,500 lbs.	6.00	.75
Watchman	5.00	.62 $\frac{1}{2}$
Welders	11.00	1.37 $\frac{1}{2}$
Skilled labor not hereinabove enumerated	8.00	1.00

Legal holidays, including Sundays and Saturdays where crafts work a five day work week, and other overtime when permitted by law, to be paid for at the rate of time and one-half.

The foregoing schedule of per diem wages is based on a working day of eight (8) hours, with the exception of the wage rates for lathers, plasterers and plasterers' tenders, which are based on a six (6) hour day. The hourly wage rate prescribed hereinabove is the per diem rate divided by the aforementioned number of hours constituting a working day.

It shall be mandatory upon the Contractor and upon any subcontractor under him, to pay not less than the said specified rates to all laborers, workmen and mechanics employed by them in the execution of the contract.

It is hereby further agreed that the Contractor shall forfeit to The City of San Diego as a penalty, ten dollars (\$10.00) for each laborer, workman or mechanic employed for each calendar day or proportion thereof; such laborer, workman, or mechanic is paid less than the said stipulated rates for any work done under the contract, by him or by any subcontractor under him. The Contractor, and each subcontractor, shall keep or cause to be kept an accurate record showing the names and occupations of all laborers, workmen and mechanics employed by him in connection with the execution of this contract or any subcontracts thereunder, and showing also the actual per diem wages paid to each of such workers, which record shall be open at all reasonable hours to the inspection of the Owner awarding this contract, its officers and agents, and to the Chief of the Division of Labor Statistics and Law Enforcement of the State Department of Industrial Relations, his deputies and agents.

In case it becomes necessary for the Contractor or any subcontractor to employ on the Project under this contract any person in a trade or occupation (except executive, supervisory, administrative, clerical or other non-manual workers as such*) for which no minimum wage rate is herein specified, the Contractor shall immediately notify the Owner who will promptly thereafter determine the prevailing rate for such Additional trade or occupation and shall furnish the Contractor with the minimum rate based thereon. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

(* For example, camp assistants, cooks, policemen, storekeepers, timekeepers, watchmen, waterboys and messengers.)

27. Posting Minimum Wage Rates. The Contractor shall post at conspicuous points on the site of the project a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned.

28. Payment of Employees. The Contractor and each of his subcontractors shall pay each of his employees engaged in work on the project under this contract in full (less deductions made mandatory by law) in cash and not less often than once each week.

29. Convict-Made Materials. No materials manufactured or produced in a penal or correctional institution shall be incorporated in the Project under this contract.

30. Domestic and Foreign Materials. Only such unmanufactured articles, materials, and supplies as have been mined or produced in the United States of America, and only such manufactured articles, materials, and supplies as have been manufactured in the United States of America, substantially all from articles, materials, or supplies, mined, produced, or manufactured, as the case may be, in the United States of America, shall be employed under this contract in the construction of the project.

31. Accident Prevention. Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, buildings and construction codes shall be observed. Machinery, equipment, and other hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law.

32. Inspection. The Federal Emergency Administrator of Public Works, his authorized representatives and agents, shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

33. Construction Reports. The Contractor shall submit to the Owner schedules of costs and quantities of materials and of other items, which schedules shall be in such form and shall be supported as to correctness by such of the estimates upon which they are based as the Owner may require. The Contractor shall also submit to the Owner the following records on forms to be supplied by the Owner:

(a) Detailed Estimate, and

(b) Periodical Estimates for Partial Payment.

34. Reports to U.S. Department of Labor. The Contractor shall furnish to the United States Department of Labor, as early as practicable, the names and addresses of all of his subcontractors. The Contractor and each of his subcontractors shall report monthly to said Department, not later than the 5th day following the close of each calendar month, on forms and in accordance with instructions to be supplied by the Owner, the number of persons directly employed under his contract who, during the particular calendar month, were on his payrolls, the aggregate amount of each of said payrolls, the man-hours worked, and the total expenditures for materials, which expenditures shall be itemized.

35. Reports to the Owner. The Contractor shall report monthly directly to the Owner not later than the 5th day following the close of each calendar month, on forms and in accordance with instructions to be supplied by the Owner, the total number of persons who were directly employed under his contract during the particular calendar month.

36. Pay Rolls of Contractors and Subcontractors. The Contractor and each of his subcontractors shall prepare his pay rolls on forms prescribed and in accordance with instructions to be furnished by the Owner. Not later than the 7th day following the payment of wages, each such Contractor shall transmit to the Owner a certified legible copy and two conformed copies of each such pay roll. Each such pay roll shall be sworn to in accordance with the "Regulations Issued Pursuant to the So-Called Kick-Back Statute," which Regulations are herein elsewhere set forth. The Contractor and each of his subcontractors shall submit reports on forms as and when required by the Owner, covering the purchases of and requisitions for materials, together with such other information as may be required to determine the progress and status of work under this contract.

37. Project Date and Records. Promptly following the preparation of periodical pay rolls of the Contractor and of each of his subcontractors, the Contractors shall furnish the Owner with such number as may be required of certified copies of such pay rolls on forms to be supplied by the Owner. Such certified copies of such pay rolls shall be

accompanied by such substantial proof that all bills for services rendered and materials supplied have been duly paid as herein required and by such other data as the Owner may require.

38. Payment. (a) Not later than the 15th day of each calendar month, the Owner will make partial payment to the Contractor on the basis of a duly certified approval estimate of the work performed during the preceding calendar month by the Contractor, but the Owner will retain ten per cent (10%) of the amount of each such estimate until final completion and acceptance of all work covered by this contract.

(b) The Contractor shall pay (1) for all transportation and utility services not later than the 20th day of the calendar month following that in which such services are rendered, (2) for all materials, tools, and other expendible equipment to the extent of ninety per cent (90%) of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used, and (3) to each of his subcontractors, not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his subcontractors, to the extent of each such subcontractor's interest therein.

39. KICK-BACK STATUTE.-

The so-called Kick-Back Statute is Public, No. 324, Seventy-third Congress, approved June 13, 1934 (48 Stat. 948), and reads as follows:

AN ACT to effectuate the purpose of certain statutes concerning rates of pay for labor, by making it unlawful to prevent anyone from receiving the compensation contracted for thereunder, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled.

That whoever shall induce any person employed in the construction, prosecution, or completion of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States or in the repair thereof to give up any part of the compensation to which he is entitled under his contract of employment, by force, intimidation, threat of procuring dismissal from such employment or by any other manner whatsoever, shall be fined not more than \$5,000, or imprisoned not more than five years, or both.

Sec. 2. To aid in the enforcement of the above section, the Secretary of the Treasury and the Secretary of the Interior jointly shall make reasonable regulations for contractors or subcontractors on any such building and work, including a provision that each contractor and subcontractor shall furnish weekly a sworn affidavit with respect to the wages paid each employee during the preceding week.

(2) REGULATIONS ISSUED PURSUANT TO SO-CALLED KICK-BACK STATUTE. -

Pursuant to the provisions of Public, No. 324, Seventy-third Congress, approved June 13, 1934 (48 Stat. 948), concerning rates of pay for labor, the Secretary of the Treasury and the Secretary of the Interior have jointly made the following regulations:

Section 1. (This section quotes the Kick-Back Statute.)

Section 2. Each contractor and subcontractor engaged in the construction, prosecution, or completion of any building or work of the United States or of any building or work financed in whole or in part by loans or grants from the United States, or in the repair thereof, shall furnish each week an affidavit with respect to the wages paid each employee during the preceding week. Said affidavit shall be in the following form:

STATE OF _____)
COUNTY OF _____) ss:

I, _____ (name of the party signing the affidavit), _____ (Title), do hereby certify that I am the employee of _____ (name of contractor or subcontractor), who supervises the payment of the employees of said contractor (subcontractor); that the attached pay roll is a true and accurate report of the full weekly wages due and paid to each person employed by the said contractor (subcontractor) for the construction of _____ (project), for the weekly pay roll from the _____ day of _____ 193____; to the _____ day of _____, 193____; that no rebates or deductions from any wages due any such person as set out on the attached pay roll have been directly or indirectly made; and that, to the best of my knowledge and belief, there exists no agreement or understanding with any person employed on the project, or any person whatsoever, pursuant to which it is contemplated that I or anyone else shall, directly or indirectly, by force, intimidation, threat, or otherwise, induce or receive any deductions or rebates in any manner whatsoever from any sum paid or to be paid to any person at any time for labor performed or to be performed under the contract for the above named project.
Sworn to before me this _____
day of _____, 193____.

Section 3. Said affidavit shall be executed and sworn to by the officer or employee of the contractor or subcontractor who supervises the payment of its employees.

Said affidavit shall be delivered, within seven days after the payment of the pay roll to which it is attached, to the Government representative in charge at the site of the particular project in respect of which it is furnished, who shall forward the same promptly to the Federal agency having control of such project. If no Government representative is in charge of the site, such affidavit shall be mailed within such seven day period to the Federal agency having control of the project.

Section 4. At the time upon which the first affidavit with respect to the wages paid to employees is required to be filed by a Contractor or subcontractor pursuant to the requirements of these regulations, there shall also be filed in the manner required by Section 3 hereof a statement under oath by the Contractor or subcontractor, setting forth the name of its officer or employee who supervises the payment of employees, and that such officer or employee is in a position to have full knowledge of the facts set forth in the form of affidavit required by Section 2 hereof. A similar affidavit shall be immediately filed in the event of a change in the officer or employee who supervises the payment of employees. In the event that the Contractor or subcontractor is a corporation, such affidavit shall be executed by its president or a vice president. In the event that the Contractor or subcontractor is a partnership, such affidavit shall be executed by a member of the firm.

Section 5. These regulations shall be made a part of each contract executed after the effective date hereof by the Government for any of the purposes enumerated in Section 2 hereof.

Section 6. These regulations shall become effective on January 15, 1935.

(3) CONSTRUCTION OF REGULATIONS.-

The clause in the pay roll affidavit which reads "***" that the attached pay roll is a true and accurate report of the full weekly wages due and paid to each person employed by the said contractor "***" is construed to mean:

- (a) Wages due are the wages earned during the pay period by each person employed by the Contractor, less any deductions required by law.
- (b) At the time of signing the affidavit, the wages due each employee have either been paid to him in full or are being held subject to claim by him.
- (c) Such unpaid wages will be paid in full on demand of the employee entitled to receive them.

The clause "that no rebates or deductions from any wages due any such person as set out on the attached pay roll have been directly or indirectly made" does not apply to any legitimate deductions mentioned above which enter into the computation of full weekly wages due.

The "Regulations Issued Pursuant to So-Called Kick-Back Statute" shall not be construed to prohibit deductions required by law.

40. Definitions. The following terms as used in this contract are respectively defined as follows:

- (a) "Subcontractor"; A person, firm or corporation supplying labor and materials or labor for work at the site of the project.
- (b) "Work on the Project"; Work to be performed, including work normally done, at the location of the project.

IN WITNESS WHEREOF, four (4) identical counterparts of this Agreement, each of which shall for all purposes be deemed an original thereof, have been duly executed by a majority of the members of the Council of the City of San Diego, under and pursuant to a resolution authorizing such execution, and the Contractor has caused these presents to be executed, and its corporate name and seal to be hereunto attached by its proper officers, thereunto duly authorized, the day and year first hereinabove written.

(SEAL) ATTEST:
J.M.ASHLEY, City Clerk

THE CITY OF SAN DIEGO, First Party
By WESLEY C. CRANDALL
RAYMOND M. WANSLEY
ADDISON E. HOUSH
HERBERT E. FISH
BRUCE R. STANNARD
JOHN S. SIEBERT
Members of the Council.

M.H.GOLDEN, Second Party

(If executed by an individual or partnership contractor, appropriate changes shall be made in the last preceding paragraph.)

I hereby approve the form and legality of the foregoing contract this 29th day of July, 1938.

D.L.AULT
City Attorney of the City of San Diego.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS: The Council of the City of San Diego, State of California, by Resolution No. 67970, passed July 29, 1938, has awarded to M.H.Golden, hereinafter designated as the "Principal," a contract for constructing Police Headquarters, City Jail and Court Rooms, together with facilities necessary or convenient in connection therewith; and

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract;

NOW, THEREFORE, we, the Principal, and United States Fidelity and Guaranty Company, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, hereinafter called the "City," in the penal sum of Three Hundred Eighty-five Thousand Three Hundred Twenty-one Dollars (\$385,321.00), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless The City of San Diego, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, four (4) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named on the 29th day of July, 1938.

M.H.GOLDEN, Principal

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY, Surety
By R. VICTOR VENBERG, Attorney in Fact

(If executed by an individual or partnership contractor, appropriate changes shall be made in the last preceding paragraph.)

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 29th day of July in the year one thousand nine hundred and Thirty Eight before me, E. W. Higgins, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared R. Victor Venberg known to me to be the duly authorized Attorney-in-fact of the United States Fidelity and Guaranty Company, and the same person whose name is subscribed to the within instrument as the Attorney-in-fact of said Company, and the said R. Victor Venberg duly acknowledged to me that he subscribed the name of the United States Fidelity and Guaranty Company thereto as Surety and his own name as Attorney-in-Fact.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)
My Commission Expires
Feb. 27, 1941.

E.W.HIGGINS
Notary Public in and for San Diego County,
State of California.

I hereby approve the form of the within Bond this 29 day of July, 1938.
D.L.AULT
City Attorney of the City of San Diego.

Approved by a majority of the members of the Council of the City of San Diego, this 29th day of July, 1938.

WESLEY C. CRANDALL
RAYMOND M. WANSLEY
ADDISON E. HOUSH
HERBERT E. FISH
BRUCE R. STANNARD
JOHN S. SIEBERT
Members of the Council.

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, the Council of the City of San Diego, State of California, by Resolution No. 67970, passed July 29, 1938, has awarded to M.H.Golden, hereinafter designated as the "Principal," a contract for constructing Police Headquarters, City Jail and Court Rooms, together with facilities necessary or convenient in connection therewith; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract, providing that if said Principal, or any of his or its subcontractors, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the Surety on this bond will pay the same to the extent hereinafter set forth;

NOW, THEREFORE, We, the Principal, and United States Fidelity and Guaranty Company, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, hereinafter called the "City," in the penal sum of One Hundred Ninety-Three Thousand Dollars (\$193,000.00), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, his or its heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, as required by the provisions of an Act of the Legislature of the State of California, entitled, "An Act to secure the payment of claims of persons employed by contractors upon public works, and the claim of persons who furnish materials, supplies, teams, implements, or machinery used or consumed by such contractors in the performance of such work, and prescribing the duties of certain public officers with respect thereto," approved May 10, 1919, as amended, and provided that the persons, companies or corporations so furnishing said materials, provisions, provender, or other supplies, teams, appliances or power used in, upon, for or about the performance of the work contracted to be executed or performed, or any person, company or corporation renting or hiring teams or implements or machinery or power for or contributing to said work to be done, or any person who performs work or labor upon the same, or any person who supplies both work and materials therefor, shall have complied with the provisions of said Act, then said surety will pay the same in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond such reasonable attorney's fee, as shall be fixed by the court, awarded and taxed as in the above mentioned Statute provided.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under said Act, so as to give a right of action to them or their assigns in any suit brought upon this bond.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, four (4) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 29th day of July, 1938.

M.H.GOLDEN, Principal

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY, Surety
By R. VICTOR VENBERG, Attorney-in-fact.

(If executed by an individual or partnership contractor, appropriate changes shall be made in the last preceding paragraph.)

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 29th day of July in the year one thousand nine hundred Thirty-eight, before me, E.W.Higgins, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared R. Victor Venberg known to me to be the duly authorized Attorney-in-Fact of the United States Fidelity and Guaranty Company, and the same person whose name is subscribed to the within instrument as the Attorney-in-fact of said Company, and the said R. Victor Venberg duly acknowledged to me that he subscribed the name of United States Fidelity and Guaranty Company thereto as Surety and his own name as Attorney-in-fact.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)
My Commission Expires,
Feb. 27, 1941.

E.W.HIGGINS
Notary Public in and for San Diego County,
State of California.

I hereby approve the form of the within Bond this 29 day of July, 1938.

D.L.AULT

City Attorney of the City of San Diego.

Approved by a majority of the members of the Council of the City of San Diego this 29th day of July, 1938.

WESLEY C. CRANDALL
RAYMOND M. WANSLEY
ADDISON E. HOUSH
HERBERT E. FISH
BRUCE R. STANNARD
JOHN S. SIEBERT
Members of the Council.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with M.H. Golden for the construction of Police Headquarters, City Jail and Court Rooms, Market Street Jail Site with the exception of notice to bidders and specifications. Being Document No. 309258.

J.M. ASHLEY

City Clerk of the City of San Diego, California.

By Helen M. Willey Deputy.

REVOCABLE PERMIT

WHEREAS, the United States of America acquired, under a deed of exchange dated November 4, 1937, from the City of San Diego for a Marine Corps Rifle Range, that part of a parcel of land known as Pueblo Lot No. 1311 lying easterly of Pacific Boulevard and southerly of Miramar Road; and

WHEREAS, the State of California proposes to undertake certain improvements on Pacific Boulevard (State Highway XI-SD-2-SD), necessitating excavation and embankment slopes to encroach on the aforesaid Pueblo Lot No. 1311 in the City of San Diego, contiguous to the State Highway on the easterly side, south of Miramar Road, between Engineering Stations 259+ and 280+; and

WHEREAS, application has been submitted by the State of California for permission to go on the aforesaid Government property for the purpose of constructing excavation and embankment slopes in connection with the project of the State to improve Pacific Boulevard, San Diego, California; and

WHEREAS, the granting of the permission requested will in no way interfere with the activities of the United States of America on the site of the aforesaid Marine Corps Rifle Range and is deemed to be mutually beneficial to the parties hereto:

NOW, THEREFORE, in consideration of the premises, the United States of America, represented by the Secretary of the Navy, hereinafter referred to as the Permitter, hereby grants permission to the State of California, hereinafter referred to as the Permittee, in connection with a contemplated project for the improvement of Pacific Boulevard, San Diego, California, to go on the site of the Marine Corps Rifle Range, San Diego, embraced within Pueblo Lot 1311, to construct excavation and embankment slopes between Engineering Stations 259+ and 280+ as shown on photostats of blueprints of Miscellaneous Map No. 36, dated January 3, 1938, Sheets 23 and 24, marked Exhibit "A" and Exhibit "B", respectively, hereto attached and made a part hereof.

THIS PERMIT is granted subject to the following provisions and conditions:

1. This permit shall be indeterminate and revocable at any time at the option and discretion of the Secretary of the Navy.
2. The Permittee, at its sole expense, will maintain the area covered by this permit in a proper condition to the satisfaction of the Permitter or its duly authorized representative, and in the event the privilege herein granted is terminated for any reason, the Permittee agrees to return the land in question in a condition satisfactory to the Permitter.
3. No structure or other improvements will be placed on the tract covered by this permit and no work of any kind will be undertaken without prior approval of the Permitter.
4. The Permittee may extend its drainage structures and excavation and embankment slopes where such extensions are required in connection with the construction of the State Highway and will not interfere with the activities of the Marine Corps Rifle Range as determined by the duly authorized representative of the Permitter.
5. The Permitter shall not under or by reason of this permit or by reason of anything contained herein incur any expense or liability whatsoever and the said Permittee will hold and save the Permitter harmless from and against any and all claims of any nature or kind that may arise from anything connected with or growing out of this permit not attributable to any act of the United States, its officers or agents.
6. The Permittee is not to be considered as acquiring hereunder any permanent interest whatever in the land of the United States.
7. This permit is restricted and shall not be assigned or succeeded to in any manner, except by operation of law, without the consent in writing obtained beforehand of the Permitter, and in case of such assignment or succession so consented to, all of the foregoing provisions and conditions shall apply to such substituted Permittee.
8. In all matters in connection with this permit requiring the approval or the action of the Secretary of the Navy, the Commandant, Eleventh Naval District, San Diego, California, is hereby designated and empowered to act as his local representative.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Navy Department this 24th day of June, 1938.

UNITED STATES OF AMERICA
By WILLIAM D. LEAHY
Acting Secretary of the Navy

THIS PERMIT is also executed by the State of California in acknowledgment of the acceptance of the terms and conditions therein set forth.

STATE OF CALIFORNIA
Department of Public Works
By EARL LEE KELLY
State Director of Public Works

(SEAL)

Approved as to form:
F.B. DUNKEE, Attorney.

APPROVED

C.H. PURCELL

State Highway Engineer

By G. McCOY

Assistant State Highway Engineer

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Revocable Permit from U.S.of America for embankment slopes . Being Document No.309262.

J.M.ASHLEY
City Clerk of the City of San Diego, California

By Helen M. Wilby Deputy.

PREFERENTIAL USE AND OCCUPANCY PERMIT

THIS AGREEMENT, made this 23rd day of July, 1938, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, acting by and through the Park Director of said City, hereinafter sometimes designated as the "City", party of the first part, and THE COUNTY OF SAN DIEGO, a political subdivision of the State of California, acting by and through the Chairman of the Board of Supervisors of said County, hereinafter sometimes designated as the "County", party of the second part, WITNESSETH:

THAT WHEREAS, the County is sponsor of various W.P.A. projects under the Works Progress Administration for Southern California, and is desirous of securing and maintaining headquarters for the same in the building formerly known as the Federal Building in Balboa Park; and

WHEREAS, the maintenance of said headquarters and space for such various W.P.A. projects will be of great value to the people of the City and County of San Diego in that it will assist materially in alleviating conditions of unemployment now locally prevailing; and

WHEREAS, said building is not now being used and the use of same, as aforesaid, will not interfere with the general enjoyment of said Balboa Park by the general public; and said use will be in furtherance of the general public interest and welfare; NOW, THEREFORE:

In consideration of the covenants and agreements to be kept and performed by the party of the second part, and upon the terms and conditions, and for the purposes, all as hereinafter contained, the City does hereby grant to the party of the second part a Preferential Permit for the use and occupancy of the building formerly known as the Federal Building, for the purposes only of maintaining headquarters and providing working space for said County-sponsored W.P.A. projects.

In consideration of the granting of this permit the County hereby covenants and agrees that it will faithfully keep and perform and in all respects be bound by each and all of the following terms and conditions, to-wit:

1. That the cars of each and every employee in any wise connected with said W.P.A. projects using said building shall be parked in the area south of the Organ Pavilion in said Balboa Park.

2. That the County will furnish or cause to be furnished an officer to regulate the parking of said cars and that the working hours on the various projects to be conducted in said building shall be so arranged that the traffic and parking of cars of workers on said projects shall in no wise interfere with or disturb the regular organ recitals held in Balboa Park.

3. That the County agrees to see to it that during the rest period and lunch hours of the employees working upon said W.P.A. projects such employees shall not be permitted to lounge or eat their lunches upon the lawns in front of said building, but that at such times such employees shall be restricted to areas in the rear of said building; and that it will provide or cause to be provided an employee or officer to police said area and to keep the same neat and clean at all times during its occupancy.

4. It is understood and agreed that the County shall have the right to install partitions and other improvements, fixtures and equipment which it may deem necessary to use in connection with the occupancy of said building from time to time as said County's needs may require; it being further understood and agreed, however, that all such installations made by it hereunder shall be and remain the property of the County and shall be removed by it at its own expense upon the termination of the occupancy provided hereunder, and that the space occupied by the County in said building shall be restored by the County to its former condition, reasonable wear and tear excepted.

5. It is further understood and agreed that the right of occupancy hereby granted is upon a month to month basis and shall be subject to cancellation and termination by either party upon giving thirty (30) days notice, in writing, to the other.

6. It is understood and agreed that the County shall provide, or cause to be provided, its own janitor service in connection with the occupancy of said building and to maintain the grounds immediately surrounding the same at all times in a clean and presentable condition consistent with the maintenance of other similarly occupied buildings in Balboa Park.

7. It is understood and agreed that in lieu of the payment of rent for the occupancy of said building the County shall pay to said City, from time to time upon demand by the City, an amount or amounts equal to the cost to the City of carrying insurance upon said building during the period said building is occupied by the County hereunder; provided, however, that the amount payable by the County shall not exceed the amount of \$306.00 per year of such occupancy or such proportionate amount thereof as the actual period of occupancy, if a fractional portion of the year, bears to said yearly sum.

8. It is further understood and agreed that the use and occupancy permitted hereunder shall be subject to such uniform and proper rules and regulations as the Park Department of the City is authorized to make and enforce under the provisions of Ordinance No.1013 (New Series) of the ordinances of said City for the use, occupancy, maintenance and care of such building or parts of buildings as are authorized to be allocated for partial use and occupancy under said ordinance.

IN WITNESS WHEREOF, this permit is executed by THE CITY OF SAN DIEGO, acting by and through the Park Director, thereunto duly authorized by the City Council; and THE COUNTY OF SAN DIEGO, acting by and through the Chairman of the Board of Supervisors, thereunto duly authorized by said Board, the day and year first hereinabove written.

THE CITY OF SAN DIEGO,
Party of First Part,
By J.G.MORLEY, Park Director

(SEAL)

THE COUNTY OF SAN DIEGO,
Party of Second Part,
By T. LeROY RICHARDS
Chairman of Board of Supervisors of said County.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Occupancy Permit with County of S.D. for housing W.P.A. in Federal Building in Balboa Park. Being Document No. 309302.

J.M.ASHLEY
City Clerk of the City of San Diego, California.

By Helen M. Wilby Deputy

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, HERMAN GOLDBERGER, an individual doing business under the firm name and style of Herman Goldberger Agency, as Principal, and American Surety Company of New York, a corporation organized and existing under and by virtue of the laws of the State of New York, as surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of THREE HUNDRED FORTY-SEVEN DOLLARS (\$347.00), lawful money of the United States, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said principal hereby binds himself, his heirs, executors, administrators and assigns, and the said surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 29th day of July, 1938.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 29th day of July, 1938, entered into the annexed contract with the said City of San Diego, to furnish and deliver to said City:

Magazines and newspapers subscriptions for the period beginning September 1, 1938 and ending August 31, 1939, all in accordance with said contract and with the specifications referred to in said contract.

NOW, THEREFORE, if the said principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the said principal has hereunto subscribed his name, and the said surety has caused this instrument to be executed, and its corporate name and seal to be hereunto attached, by its proper officers, thereunto duly authorized, this 29th day of July, 1938.

HERMAN GOLDBERGER, Principal
doing business under the firm name and
style of Herman Goldberger Agency.

AMERICAN SURETY COMPANY OF NEW YORK, Surety
By A.M. WOLD, Resident Vice President.

(SEAL) ATTEST:

I. TAYLOR, Resident Assistant Secretary.

STATE OF CALIFORNIA,)
COUNTY OF LOS ANGELES,) ss

On this 29th day of July, A.D. 1938, before me, Howard McCulloch, a Notary Public in and for Los Angeles County, State of California, residing therein, duly commissioned and sworn, personally appeared A.M. Wold personally known to me to be the Resident Vice-President and I. Taylor personally known to me to be the Resident Assistant Secretary of the AMERICAN SURETY COMPANY OF NEW YORK, the Corporation described in and that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

HOWARD McCULLOCH
Notary Public in and for the County of Los Angeles,
State of California.

(SEAL)
My Commission Expires,
Oct. 21, 1940.

I hereby approve the form of the within Bond, this 2nd day of Aug, 1938.
D.L.AULT, City Attorney
By J.H. McKINNEY, Deputy.

I hereby approve the within Bond this _____ day of _____, 1938.
R.W. FLACK, City Manager

C O N T R A C T

THIS AGREEMENT, made and entered into at the City of San Diego, County of San Diego, State of California, this 29th day of July, 1938, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the Party of the First Part, and hereinafter sometimes designated as the "City," and HERMAN GOLDBERGER, an individual doing business under the firm name and style of Herman Goldberger Agency, Party of the Second Part, and hereinafter sometimes designated as the "Contractor", WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said Contractor by said City, in manner and form as hereinafter provided, said Contractor hereby covenants and agrees to and with said City to furnish and deliver to said City:

Magazine and newspaper subscriptions for the period beginning September 1, 1938 and ending August 31, 1939.
all in accordance with the specifications therefor contained in Document No. 308637, on file in the office of the City Clerk of said City, which said document is by reference here to made a part of this contract as fully as though written out and incorporated into the body hereof.

Said Contractor hereby agrees to furnish and deliver said magazines and newspapers hereinabove described at and for the price of One Thousand Three Hundred Eighty-four and 95/100 Dollars (\$1384.95).

Said City, in consideration of the faithful performance by said Contractor of each, every and all of the covenants and agreements on the part of said Contractor undertaken by him to be performed, and the acceptance by the City as herein provided, will pay said Contractor, in warrants drawn upon the proper fund of said City, the sum of One Thousand Three Hundred Eighty-four and 95/100 Dollars (\$1384.95), as follows:

Upon receipt of such evidence of subscriptions by the City Librarian, and acceptance of receipts of all subscriptions by the City Manager, The City of San Diego will pay the Contractor ninety per cent (90%) of the amount of the contract price. When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager of said City, and when a release of all claims against The City of San Diego under or by virtue of the contract shall have been executed by the Contractor, and when five (5) days shall have elapsed after the expiration of the period within which liens may be filed, as hereinabove provided, final payment will be made, at such time, and in such manner as provided by law, of any balance due, including the percentage withheld as above stated, or such portion thereof as may be due the Contractor.

Said Contractor agrees that he will be bound by each and every part of this contract, and furnish and deliver said subscriptions of newspapers and magazines as herein provided.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of said City; shall said City, or any department, board or officer thereof, be liable for any portion of the contract price; also, that no extra work shall be done or material furnished by said Contractor unless authorized and directed by resolution of the Council of the City of San Diego to that effect.

No interest in this agreement shall be transferred by the Contractor to any other party, and any such transfer shall cause annulment of this contract so far as The City of San Diego is concerned. All rights of action, however, for any breach of this contract are reserved to said City.

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through the City Manager of said City, under and pursuant to Resolution No. 67913 of the Council authorizing such execution, and the said Contractor has hereunto subscribed his name the day and year in this agreement first above written.

THE CITY OF SAN DIEGO
By R.W.FLACK, City Manager

HERMAN GOLDBERGER
An individual doing business under the
firm name and style of Herman Goldberger
Agency.

I hereby approve the form of the foregoing Contract this 2nd day of Aug., 1938.
D.L.AULT, City Attorney
By J.H.McKINNEY, Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Herman Goldberger Agency for newspaper & magazine subscriptions of Library. Being Document No. 309334.

J.M.ASHLEY
City Clerk of the City of San Diego, California.
By Nelan M. Willey Deputy.

A G R E E M E N T

THIS AGREEMENT, made and entered into this 5th day of August, 1938, by and between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter referred to as the "City", party of the first part, and WALTER W. COOPER, party of the second part, WITNESSETH:

WHEREAS, by Resolution No. 67985, duly adopted by the Council of the City of San Diego on August 2nd, 1938, the City Manager was authorized and directed to enter into a contract on behalf of the City of San Diego with the said Walter W. Cooper, retaining the services of the said Cooper for the fiscal year 1938-39 as public utility statistician and utility rate counsel for the City, and fixed the compensation to be paid therefor; NOW, THEREFORE,

In consideration of the mutual promises, covenants and agreements hereinafter recited, the parties hereto agree together as follows:

The City hereby retains and employs the party of the second part in the capacity of public utility statistician and utility rate counsel for the fiscal year ending June 30, 1939, at a total compensation of Five Thousand Dollars (\$5000.00), payable as follows:

\$1250.00 upon the execution of this agreement; and a like sum on the first day of December, 1938; and on the first day of March, 1939, and on the first day of June, 1939.

The party of the second part agrees that during said period he will render to the City his personal services as a public utility statistician and utility rate counsel, along such lines and in such matters affecting or dealing with public utilities as may be directed by the City Council, the City Attorney, or the City Manager; and that he will make such investigations, written reports and recommendations in all such matters as he may be requested so to do; that he will assist in the preparation and presentation of and testify as an expert witness in all such matters during said period in any and all suits or actions that may be taken by or against the City, including hearings in which the City may be a party or be interested, as he may be requested so to do; and that in and about the performance of such services the party of the second part, during said fiscal year, will devote a total of four (4) months of his time, at such intervals as may be required by the City.

IN WITNESS WHEREOF, this agreement is executed by The City of San Diego, acting by and through the City Manager of said City, under and pursuant to Resolution No. 67985, authorizing such execution, and the party of the second part has hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO,
Party of the First Part.
By R.W.FLACK, City Manager

WALTER W. COOPER
Party of the Second Part.

I HEREBY APPROVE the form of the foregoing Agreement this 5th day of August, 1938.
D.L.AULT, City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract for Services of Walter W. Cooper as Utility Rate Counsel. Being Document No. 309336.

J.M.ASHLEY
City Clerk of the City of San Diego, California.
By Nelan M. Willey Deputy.

A G R E E M E N T

WHEREAS, Henry S. Hensley is the owner of Lot 13 Block "Q" Subdivision Montclair Addition, San Diego, California and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 26th day of July, 1938, by Henry S. Hensley that he will, for and in consideration of the permission granted agree to remove 8 feet of curbing on Montclair street adjacent to the above described property, binds himself to, and does hereby by these presents agrees to, remove any driveway constructed in

pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of the City of San Diego.

He further agrees that this agreement shall be binding on him, his heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

HENRY S. HENSLEY
Owner's Name
508-32nd Street, San Diego, Calif.
Address

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 26th day of July, A.D. Nineteen Hundred and Thirty-eight before me, T.M. Rosenfeld a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Henry S. Hensley known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

T.M. ROSENFELD
Notary Public in and for the County of San Diego,
State of California.

(SEAL) 5147

RECORDED AUG 5 1938 40 Min. past 9 A.M. In Book 815 At Page 107 of Official Records, San Diego Co., Cal. Recorded At Request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.

V. FUERTH
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from Henry S. Hensley to the City of San Diego. Being Document No. 309220.

J.M. ASHLEY
City Clerk of the City of San Diego, California

By Helen M. Willy Deputy.

A G R E E M E N T

WHEREAS, Lena Altenburg & Ernest Altenburg, the owners of Lot 17-20 Block 223 223 Subdivision Pacific Beach and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 27th day of July, 1938, by Ernest Altenburg that I will, for and in consideration of the permission granted me to remove 60 feet of curbing on Garnet Ave. street adjacent to the above described property, bind me to, and I hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

I further agree that this agreement shall be binding on me, my heirs and assigns and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

ERNEST ALTENBURG
Owner's Name
1120 Agate St. Pacific Beach, Calif.
Address

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 27 day of July, A.D. Nineteen Hundred and 38, before me, Lois Pletcher a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Ernest Altenburg known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Pacific Beach, County of San Diego, State of California, the day and year in this certificate first above written.

LOIS PLETCHER
Notary Public in and for the County of San Diego,
State of California.

(SEAL)
My Commission Expires,
May 23, 1939

RECORDED AUG 5 1938 40 Min. past 9 A.M. In Book 805 At Page 195 of Official Records, San Diego Co., Cal. Recorded At Request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.

SULLIVAN #5
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from Lena & Ernest Altenburg to the City of San Diego, California. Being Document No. 309221.

J.M. ASHLEY
City Clerk of the City of San Diego, California.

By Helen M. Willy Deputy.

A G R E E M E N T

WHEREAS, Catherine C. Burn, is the owner of Lot 25-26, Block 13 Subdivision La Jolla Strand, San Diego, Calif. and,
WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 1st day of August, 1938, by that I will, for and in consideration of the permission granted me to remove 10 feet of curbing on Rosemont street adjacent to the above described property, bind myself to, and I hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of the City of San Diego.

I further agree that this agreement shall be binding on me, my heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

CATHERINE C. BURN
Owner's Name
2240 - 5th Ave. S.D.
Address.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 1st day of August, A.D. Nineteen Hundred and 38, before me, Elizabeth B. Peacock a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Catherine C. Burn known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in La Jolla, County of San Diego, State of California, the day and year in this certificate first above written.

ELIZABETH B. PEACOCK
Notary Public in and for the County of San Diego,
State of California.

(SEAL)
My Commission Expires,
Sept. 10, 1941.

RECORDED AUG 5 1938 40 Min. past 9 A.M. In Book 816 At Page 51 of Official Records, San Diego Co., Cal. Recorded At Request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS
E. BAEPLER
Copyist County Recorder's Office, S.D. County, Calif.

I certify that I have correctly transcribed this document in above mentioned book.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from Catherine C. Burn to the City of San Diego, California. Being Document No. 309321.

J.M. ASHLEY
City Clerk of the City of San Diego, California
By Helen M. Willig Deputy.

A G R E E M E N T

WHEREAS, Richard E. and Ada E. Gaines are the owners of 7402 Fay Ave. La Jolla, Lot 26 Block 1 Subdivision J.G. Burns. Add. La Jolla, and,
WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 2nd day of August, 1938, by Richard E. and Ada E. Gaines that we will, for and in consideration of the permission granted us to remove 10 feet of curbing on Fay street adjacent to the above described property, bind us to, and we hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs us so to do, and comply therewith at our own expense and with no cost or obligation on the part of the City of San Diego.

We further agree that this agreement shall be binding on us and our heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

RICHARD E. GAINES & ADA E. GAINES
Owner's Name
7320 Eads Ave. La Jolla
Address

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 2nd day of August, A.D. Nineteen Hundred and 38, before me, Luther Brown a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Richard E. Gaines and Ada E. Gaines known to me to be the persons described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

LUTHER BROWN
Notary Public in and for the County of San Diego,
State of California.

(SEAL)
My Commission Expires,
March 22, 1940.

RECORDED AUG 5 1938 40 Min. past 9 A.M. In Book 816 At Page 49 of Official Records, San Diego Co., Cal. Recorded At Request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy H. ZERVAS

E. BAEPLER

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from Richard E. Gaines, et ux to the City of San Diego, California. Being Document No. 309322.

J.M. ASHLEY

City Clerk of the City of San Diego, California

By Abraham M. Willy Deputy.

FORM OF CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 8th day of August, 1938, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, by and through its Council, hereinafter sometimes designated as the City, and Chas. Macomber party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

ARTICLE I. That for and in consideration of the covenants and agreements hereinafter contained on the part of the City, and the sums of money hereinafter designated to be paid to the contractor by the City, in manner and form as hereinafter in attached specifications provided, the contractor hereby covenants and agrees to and with the City, to furnish all labor, tools, appliances, equipment, plant and transportation, and any and all other expense necessary or incidental to the performance of certain work hereinafter specified, and to build, erect, construct, complete and install a Frame Cottage at Lower Otay Reservoir all as more particularly and in detail set forth in those certain plans and specifications filed in the office of the City Clerk of The City of San Diego on the 11th day of July, 1938, marked "Document No. 308897," and endorsed Notice to Contractors, Instructions to Bidders, Proposal, Drawings and Specifications Cottage, Lower Otay Reservoir said plans consisting of one sheets and said specifications consisting of 52 sheets; true copies of the Notice to Contractors, proposal of contractor, and plans and specifications are hereunto annexed by reference thereto incorporated herein and made a part hereof as though in this paragraph fully set forth.

ARTICLE II. In consideration of the construction and completion of the work by the contractor herein undertaken, according to the terms of this contract, and the faithful performance of all obligations and covenants by the contractor herein undertaken and agreed upon, the contractor shall be paid as is provided in the specifications attached hereto.

ARTICLE III. The contractor hereby agrees that he will be bound by each and every part of the plans and specifications, and do and cause to be done all of said work and improvement as specified in the specifications and as shown upon the plans, as the same may be interpreted by the Hydraulic Engineer, Division of Development and Conservation of the Water Department of said City, subject to approval by the City Manager and by the Council, evidenced by Resolution.

ARTICLE IV. No interest in this agreement shall be transferred by the Contractor to any other party, and any such transfer shall cause annulment of this contract, so far as The City of San Diego is concerned. All rights of action, however, for any breach of this contract are reserved to said City.

ARTICLE V. The Contractor shall keep harmless and indemnify The City of San Diego, its officers and agents, from all damage, cost or expense that arises or is set up for infringement of patent rights of any one for use by The City of San Diego, its officers or agents, of articles supplied by the Contractor under this contract, of which he is not patentee, or which he is not entitled to use or sell.

ARTICLE VI. The Contractor further agrees and covenants that neither the Contractor, nor any subcontractor, doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic upon any of the work provided for in this contract to be done, shall require or permit any such laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day, in violation of the provisions of Section 653c of the Penal Code of the State of California; and that the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each laborer, workman or mechanic employed by the Contractor or by any subcontractor upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of the provisions of said Section of the Penal Code; and that the Contractor will not knowingly employ or cause or allow to be employed upon any of the work provided in this contract to be done any alien, contrary to the provisions of the Public Works Alien Employment Act of the State of California (Statutes of 1931, Chapter 398); and that the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each alien knowingly employed upon any of the work provided in this contract to be done, by the Contractor or any subcontractor, contrary to the provisions of said statute, for each calendar day, or portion thereof, during which such alien is permitted or required to labor in violation thereof.

It is further required, and the Contractor hereby expressly agrees that no labor other than citizens of the City of San Diego shall be employed on all construction work contemplated by this contract.

ARTICLE VII. The Contractor further agrees that in the performance of the work contemplated by this contract, he will conform to and abide by all the requirements and provisions of the Charter of the City of San Diego, and that not less than the prevailing rate of per diem wages hereinafter specified shall be paid to all laborers, workmen and mechanics employed by the Contractor, or any subcontractor, in the performance of the work contemplated by this contract; and that the contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each laborer, workman or mechanic employed, for each calendar day, or portion thereof, such laborer, workman or mechanic is paid less than the following specified rate for any work done under this contract by the contractor, or by any subcontractor:

<u>Classification</u>	<u>Per Diem Wage of 8 hrs.</u>
Asbestos workers	\$10.00
Auto Mechanic	6.00
Blacksmiths	6.00
Bricklayer	12.00
Bricklayer tender	7.00
Carpenters	8.00
Caulkers	6.00

Cement Finishers	10.00	
Clerks	6.00	
Compressor Operators	10.00	
Concrete Mixermen	10.00	
Concrete Spreaders	5.00	
Concrete Tampers	5.00	
Electricians	10.00	
Laborers, Common	5.00	
Lathers	9.00	6 hr. day
Materialmen	6.00	
Painters	8.00	
Plasterer	9.00	6 hr. day
Plasterer Tender	8.10	6 hr. day
Plumbers	10.00	
Painters	8.00	
Reinforcing Steel Workers (Placers and Tiers)	9.00	
Sheet Metal Workers	9.00	
Tile Setters	10.00	
Tile Setters, Helper	6.00	
Timekeepers	6.00	
Truck Drivers under 15500 lbs.	5.44	
Truck Drivers over 15500 lbs.	6.00	
Watchmen	5.00	
Welders	11.00	

Any craft or employment not specifically mentioned in the foregoing schedule of rates shall be paid not less than \$5.00 per diem of 8 hours.
All of the foregoing wage rates are based on an eight hour day with the exception of the wage rates for lathers, plasterers and plasterer's tenders, which are based on a six hour day.

For overtime work when the same is permitted by law, one and one-half times the foregoing rates. For work performed on Sundays and legal holidays as set forth in Section 10 of the Political Code of the State of California, one and one-half times the above rates.

ARTICLE VIII. It is mutually agreed between the parties hereto that in no case unauthorized by the Charter of the City of San Diego or the general laws in effect in said City, shall said City or any department, board or officer thereof be liable for any portion of the contract price.

IN WITNESS WHEREOF, this contract is executed by the City Manager of the City of San Diego, under and pursuant to a resolution authorizing such execution, and the contractor has hereunto subscribed his name the day and year first hereinabove written.

(SEAL) ATTEST:
J.M.ASHLEY, City Clerk
By FRED W. SICK, Deputy.

THE CITY OF SAN DIEGO
By R.W.FLACK, City Manager.

CHAS. MACOMBER, Contractor..

(If executed by an individual or partnership contractor, appropriate changes shall be made in the last preceding paragraph.)

I hereby approve the form of the foregoing contract, this 8' day of August, 1938.
D.L.AULT
City Attorney of the City of San Diego.
By H.B.DANIEL, Assistant

FORM OF FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That Chas. Macomber as principal, and Hartford Accident & Indemnity Co. of the State of Connecticut as surety, are held and firmly bound unto the City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of Two Thousand Seven Hundred Seventy-four (\$2774.00)(not less than one hundred per cent of estimated contract price), lawful money of the United States of America, to be paid to The City of San Diego, for the payment of which well and truly to be made, we hereby bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 8th day of August, 1938.

Whereas, the said principal has entered into the annexed contract with the City of San Diego to furnish all materials, and all labor, tools, appliances, transportation and other expenses necessary or incidental to the construction, completion and installation of Cottage at Lower Otay in the County of San Diego, State of California, all as more particularly and in detail shown upon those certain plans and specifications filed in the office of the City Clerk of the City of San Diego on the 11th day of July, 1938 marked Document No. 308897 and endorsed Cottage Lower Otay Reservoir; said plans consisting of 1 sheets, and said specifications consisting of 52 sheets, copies of which plans and specifications are attached to said contract and made a part thereof as in said contract provided and reference is hereby made to said contract and to said plans and specifications for a particular description of the work to be done;

NOW THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions and agreements in the said contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of San Diego, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

And the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their seals this 8th day of August, 1938, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST: W.H.WOODWORTH

CHAS. MACOMBER, Principal

HARTFORD ACCIDENT AND INDEMNITY COMPANY
Surety

(SEAL) ATTEST:

J. HAWKINS

By GEO. H. MURCH, Atty in fact.

If executed by an individual or partnership contractor, appropriate changes shall be made in the last preceding paragraph.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,) ss

On this 8th day of August, before me, Marston Burnham, in the year one thousand nine hundred and thirty eight, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Geo. H. Murch known to me to be the duly authorized Attorney-in-Fact of the HARTFORD ACCIDENT and INDEMNITY COMPANY, and the same person whose name is subscribed to the within instrument as the Attorney-in-Fact of the said Company, and the said Geo. H. Murch duly acknowledged to me that he subscribed the name of the HARTFORD ACCIDENT and INDEMNITY COMPANY thereto as Surety and his own name as Attorney-in-Fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

MARSTON BURNHAM

Notary Public in and for San Diego County,
State of California.

(SEAL)

My Commission Expires
April 27, 1942.

I hereby approve the form of the within Bond this 8th day of August, 1938.

D.L.AULT

City Attorney of the City of San Diego.

By H.B.DANIEL, Assistant

Approved by the manager of the City of San Diego this 8th day of August, 1938.

R.W.FLACK

FORM OF LABOR AND MATERIALMEN'S BOND

KNOW ALL MEN BY THESE PRESENTS, That Chas. Macomber as Principal, and Hartford Accidenty Indemnity Co. a corporation organized and existing under and by virtue of the laws of the State of Connecticut as surety, are held and firmly bound unto The City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of _____ Dollars (\$1387.00), (not less than fifty per cent of estimated contract price), lawful money of the United States of America, to be paid to the City of San Diego for the payment of which, well and truly to be made, we hereby bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 8 day of August, 1938.

Whereas, the said principal has entered into the annexed contract with The City of San Diego to furnish all materials, and all labor, tools, appliances, transportation and other expenses necessary or incidental to the construction, completion and installation of Cottage at Lower Otay Res. in the County of San Diego, State of California, all as more particularly and in detail shown upon those certain plans and specifications filed in the office of the City Clerk of said The City of San Diego on the 11th day of July, 1938, marked Document No. 308897, and endorsed Cottage Lower Otay Reservoir; said plans consisting of 1 sheets and said specifications consisting of 52 sheets, copies of which plans and specifications are attached to said contract and made a part thereof as in said Contract provided; and reference is hereby made to said contract and to said plans and specifications for a particular description of the work to be done.

And, whereas, the aforesaid penal sum of _____ Dollars (\$1387.00), being not less than one-half of the total amount payable by the terms of said contract, is intended and is hereby made to inure to and for the used in the said work;

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, his or its heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind as required by the provisions of an act of the Legislature of the State of California entitled "An Act to secure the payment of claims of persons employed by contractors upon public works, and the claim of persons who furnish materials, supplies, teams, implements, or machinery used or consumed by such contractors in the performance of such work, and prescribing the duties of certain public officers with respect thereto", approved May 10, 1919, as amended, then said Surety will pay the same in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fee, as shall be fixed by the court, awarded and taxed as in the above mentioned Statute provided.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under said Act, so as to give a right of action to them or their assigns in any suit brought upon this bond.

And the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their seals this 8th day of August, 1938, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST:

W.H.WOODWORTH

CHAS. MACOMBER, Principal

HARTFORD ACCIDENT AND INDEMNITY COMPANY
Surety

(SEAL) ATTEST:

J. HAWKINS

By GEO. H. MURCH, Atty in fact

If executed by an individual or partnership contractor, appropriate changes shall be made in the last preceding paragraph.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 8th day of August, before me, Marston Burnham, in the year one thousand nine hundred and thirty eight, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Geo. H. Murch known to me to be the duly authorized Attorney-in-Fact of the HARTFORD ACCIDENT and INDEMNITY COMPANY, and the same person whose name is subscribed to the within instrument as the Attorney-in-Fact of the said Company, and the said Geo. H. Murch duly acknowledged to me that he subscribed the name of the HARTFORD ACCIDENT AND INDEMNITY COMPANY thereto as Surety and his own name as Attorney-in-Fact.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

(SEAL)
My Commission Expires,
April 27, 1942.

MARSTON BURNHAM
Notary Public in and for San Diego County,
State of California.

I hereby approve the form of the within Bond this 8th day of August, 1938.
D.L.AULT
City Attorney of the City of San Diego.
By H.B.DANIEL, Assistant

Approved by the manager of the City of San Diego this 8th day of August, 1938.
R.W.FLACK, City Manager

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Chas. Macomber for the construction of a Cottage, Lower Otay Reservoir. Being Document No. 309407.

J.M.ASHLEY
City Clerk of the City of San Diego, California
By Helena M. Willey Deputy.

A G R E E M E N T

WHEREAS, Charles S. Hardy Estate Company, a corporation, is the owner of Lots A & B Block 100 Subdivision Horton's Addition, City of San Diego, and,
WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 29th day of July, 1938, by Charles S. Hardy Estate Company, that it will, for and in consideration of the permission granted W. Church to remove 12 feet of curbing on 9th Ave. street adjacent to the above described property, bind itself to, and it hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs it so to do, and comply therewith at its own expense and with no cost or obligation on the part of the City of San Diego.

It further agrees that this agreement shall be binding on itself, its assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

(SEAL)

CHARLES S. HARDY ESTATE COMPANY, a corp.
By GEORGIE H. WRIGHT, President
By ELIZABETH H. FRAZER, Secretary.
Owner's Name
Address: 521 Arbor Drive, San Diego, Calif.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 29th day of July, 1938, before me, Eugene Glenn, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Georgie H. Wright known to me to be the President and Elizabeth H. Frazer, known to me to be the Secretary of the Corporation that executed the within instrument, known to me to be the persons who executed the within Instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal, at my office in the County of San Diego, the day and year in this certificate first above written.

(SEAL)
My Commission Expires,
Jan. 18, 1942.

EUGENE GLENN
Notary Public in and for the County of San Diego,
State of California.

RECORDED AUG 13 1938 1 Min. past 9 A.M. In Book 807 At Page 253 of Official Records, San Diego Co., Cal. Recorded At Request of City of San Diego.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.
E. DRUMMOND
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from Charles S. Hardy Estate Co., to the City of San Diego, California. Being Document No. 309429.

J.M.ASHLEY
City Clerk of the City of San Diego, California.
By Helena M. Willey Deputy.

A G R E E M E N T

WHEREAS, C.T.Lang are, is the owner of Lot 21-24 Block 24 Subdivision Fairmount Addition to City Heights, and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the Ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 21st day of July, 1938, by C.T.Lang that he will, for and in consideration of the permission granted him to remove 20 feet of curbing on University Ave. street adjacent to the above described property, bind himself to, and does hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of the City of San Diego.

He further agrees that this agreement shall be binding on himself, his heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

C.T.LANG
Owner's Name
4048 Forty-second Street,
San Diego, California.
Address

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 21st day of July, A.D. Nineteen Hundred and 38, before me, John C. Morris a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared C.T.Lang known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

JOHN C. MORRIS
Notary Public in and for the County of San Diego,
State of California.

(SEAL)
My Commission Expires,
Jan. 18, 1941.

RECORDED AUG 13 1938 2 Min. past 9 A.M. In Book 815 At Page 201 of Official Records, San Diego Co., Cal. Recorded At Request of City of San Diego.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.
V. FUERTH
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from C.T.Lang to the City of San Diego, California. Being Document No. 309430.

J.M.ASHLEY
City Clerk of the City of San Diego, California
By Nelson M. Wilby Deputy.

COOPERATIVE AGREEMENT

FOR INVESTIGATION OF SURFACE WATER RESOURCES

Surface Water

THIS AGREEMENT is entered into as of the first day of July, 1938, by the UNITED STATES GEOLOGICAL SURVEY, party of the first part, and the City of San Diego party of the second part.

1. The parties hereto agree that, subject to the availability of appropriations, and in accordance with their respective authorities, there shall be maintained hereafter, unless or until terminated by mutual agreement, a cooperative investigation of the surface water resources of San Diego County, California.

2. For the purposes of this investigation there shall be contributed by each of the parties to this agreement, in the proportions from time to time agreed upon in writing, such funds as are needed and available to cover all of the cost of the necessary field and office work directly related to this investigation, excluding any general administrative or accounting work in the office of either party, and excluding the cost of publication, by either party, of the results of the investigations.

3. In order to accomplish the above objectives the parties hereto agree to contribute:

(a) \$1,800 by the party of the first part during the period from July 1, 1938, to June 30, 1939, of which amount a portion may be held in reserve, for later release if funds permit, in order that the available Federal funds may be distributed proportionately among the cooperating States and municipalities.

(b) \$1,800 by the party of the second part during the period from July 1, 1938, to June 30, 1939.

(c) Such amounts by each party during succeeding periods as may be indicated by the needs of the work and the availability of appropriations, the specific amounts to be determined by mutual agreement and to be definitely set forth by exchange of letters between the parties at or near the beginning of each period.

4. Expenses incurred in the performance of this investigation may be paid by either party in conformity with the laws and regulations respectively governing each party, provided that so far as may be mutually agreeable all expenses shall be paid in the first instance by the party of the first part with appropriate reimbursement thereafter by the party of the second part. Each party to the cooperation shall furnish to the other party such statements or reports of expenditure as may be needed to satisfy fiscal requirements.

5. The field and office work pertaining to this investigation shall be under the direction of an authorized representative of the party of the first part, who shall supervise the work and approve the expenditures of the funds contributed by both parties.

6. The areas to be investigated and the scope of the investigation shall be determined by mutual agreement between the parties hereto or their authorized representatives and the methods of investigation shall be those usually followed by the party of the first part subject to modification by mutual agreement.

7. During the progress of the work all operations and records of either party shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement on formal notice.

8. The original records shall be deposited with the party of the first part and shall become part of the official records. Official copies of all records of the investigation shall be furnished on request to the party of the second part.

9. The results of the work contemplated in this agreement shall be published in the regular official reports of the party of the first part. The party of the second part reserves the right to publish all results of said investigations, it being understood that at least sixty days notice shall be given the party of the first part for the proper assembling and compiling of any data desired for reports by the party of the second part. Publications by either shall contain a statement of the cooperative relations between the parties hereto.

10. This agreement covers the maintenance and repairs of the following gaging stations during the fiscal year ending June 30, 1939, Santa Ysabel Creek near Mesa Grande, San Vicente Creek at Foster, Campo Creek near Campo, Cottonwood Creek above Tecate Creek, Tia Juana River near Dulzura, and Tia Juana River near Nestor.
AUG-3 1938

UNITED STATES GEOLOGICAL SURVEY
By W.C.MENDENHALL, Director

CITY OF SAN DIEGO
By R.W.FLACK, City Manager.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Cooperative Agreement with U.S. Geological Survey. Being Document No. 309460.
J.M.ASHLEY

City Clerk of the City of San Diego, California.

By Helen M. Welch Deputy.

TO R.G.McGINNIS AND R.H.McGINNIS, DOING BUSINESS AS SAN PASQUAL RANCH, AND ALSO GOLDEN STATE LIVESTOCK CORPORATION, A CORPORATION, AND TO ALL PERSONS WHOM THESE PRESENTS MAY CONCERN:

NOTICE IS HEREBY GIVEN that the undersigned The City of San Diego is the lessee with option to purchase of certain premises in the County of San Diego, State of California, described as follows, to-wit:

All that portion of the Rancho San Bernardo, as set forth in Parcel 45 of that certain trust indenture between the San Dieguito Water Company and the Union Bank & Trust Company, Los Angeles, trustee, recorded in the office of the County Recorder of San Diego County, in Book 1020 of Deeds, at page 361, et seq., more particularly described as follows:

Beginning at a stake marked "SB-1" on the map or plat of the survey of said rancho made by Hayes; thence running North 77-1/3° West along the northerly boundary of said rancho 4861.5 feet; thence South 15-1/2° West 6370 feet; thence South 84-1/4° East 4913.2 feet to the easterly boundary of said rancho; thence North 15-1/2° East along the said rancho line 5799.1 feet to the point or place of beginning; EXCEPT that portion lying above the 395 foot contour line, U.S.G.S. datum;

EXCEPTING THEREFROM all that portion thereof conveyed by Fred H. Roberts and Elizabeth Roberts, his wife, to Elbert Ward, by deed dated February 14, 1911, and recorded in Book 528, page 58 of Deeds, in the office of the County Recorder of San Diego County, California.

that said City has obtained knowledge that a building is being constructed on said property; that said knowledge was received on the 7th day of July, 1938; that ten days have not elapsed since said City obtained such knowledge; that said City, by resolution of its Council, adopted the 12th day of July, 1938, Resolution No. 67861, authorizing this notice, will not be responsible for the construction of said building or for any alteration or repairs thereto or for the material or labor used or to be used therein, or for any work done upon said building, or any addition thereto, now upon said land, or which has been performed, furnished or used in any manner or way upon said land or upon the building thereon or addition thereto, or which may hereafter be performed, furnished or used upon said land or building or addition thereto, or for any services of any kind or description in connection therewith.

Dated at San Diego, California, this 12th day of July, 1938,

THE CITY OF SAN DIEGO
By P.J.BENBOUGH, Its Mayor

ATTEST:
J.M.ASHLEY, City Clerk.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 12th day of July, A.D. Nineteen Hundred and Thirty-eight, before me, FRED W. SICK, a Notary Public in and for said County, residing therein duly commissioned and sworn, personally appeared P.J. BENBOUGH, known to me to be the Mayor, and J.M.ASHLEY, known to me to be the City Clerk of the City of San Diego that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the said City, and acknowledged to me that said City executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, in the County of San Diego, State of California, the day and year in this certificate first above written.

FRED W. SICK
Notary Public in and for the County of San Diego,
State of California.

(NOTARIAL SEAL)
My Commission Expires,
May 25, 1939.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

E.H.BROOKS, being first sworn in due form of law, deposes and says:
That he is the Right-of-Way Agent employed by The City of San Diego; that he has read the foregoing notice, the original of which he posted on the property on the 12th day of July, 1938, and that he is familiar with all the facts stated therein, and that the same are true, except such matters therein stated on information and belief, and as to such matters he believes it to be true.

E.H.BROOKS

SUBSCRIBED AND SWORN TO BEFORE ME THIS 12th DAY OF JULY, 1938.
(SEAL)

FRED W. SICK
Notary Public in and for the County of San Diego,
State of California.

RECORDED JUL 13 1938 1 Min. past 3 P.M. In Book 805 At Page 2 of Official Records
San Diego Cal., Cal. Recorded At Request of City Clerk.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.
SULLIVAN #5

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy
of Notice of Non Responsibility re: Golden State Live Stock Corp. lease. Being Document
No. 309464.

J.M. ASHLEY

City Clerk of the City of San Diego, California

By Helen M. Willis Deputy.

BOND #2473095

KNOW ALL MEN BY THESE PRESENTS, That W.J. RUHLE, an individual doing business as
RUHLE & ARTLEY, as Principal and London & Lancashire Indemnity Company of America a corpor-
ation organized and existing under and by virtue of the laws of the State of New York, as
Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in
the County of San Diego, State of California, in the sum of ONE THOUSAND SIX HUNDRED TWENTY-
FIVE DOLLARS (\$1,625.00), lawful money of the United States of America, to be paid to said
The City of San Diego, for the payment of which, well and truly to be made, the said Prin-
cipal hereby binds himself, his heirs, executors, administrators, successors and assigns,
and the said Surety hereby binds itself, its successors and assigns, jointly and severally,
firmly by these presents.

Signed by us and dated this 10th day of August, 1938.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the
said principal has entered into the annexed contract with The City of San Diego, to fur-
nish and deliver to said City -

25 - Harley-Davidson motorcycles, in accordance with the specifications therefor
on file in the office of the City Clerk of said City under Document No. 308766, referred
to in said contract, and for the contract price therein set forth.

NOW, THEREFORE, if the said principal shall faithfully perform the said contract,
then the above obligation to be void; otherwise to remain in full force and effect.

W.J. RUHLE

An individual doing business as
RUHLE & ARTLEY, Principal

ATTEST: W.L. GOODWIN

LONDON & LANCASHIRE INDEMNITY COMPANY OF AMERICA, Surety

By THEODORE M. FINTZELBERG
Attorney in fact.

(SEAL) ATTEST: I.G. BROWN

STATE OF CALIFORNIA,)
CITY OF SAN DIEGO,) ss.

On this 10th day of August, A.D. 1938, before me, John Arthur Jenkins, a Notary
Public in and for the County of San Diego, personally appeared Theodore M. Fintzelberg,
Attorney-in-Fact, of the LONDON & LANCASHIRE INDEMNITY COMPANY OF AMERICA, to me personally
known to be the individual described in and who executed the within instrument, and he ac-
knowledged the execution of the same, and being by me duly sworn, depose and saith, that
he is the said Attorney-in-fact of the Company aforesaid, and that the seal affixed to the
within instrument is the corporate seal of the said Company, and that the said corporate
seal and his signature as such Attorney-in-fact were duly affixed and subscribed to the
said instrument by the authority and direction of the said corporation.

In Witness Whereof, I have hereunto set my hand and affixed my official seal at
my office in the City of San Diego, State of California, the day and year first above
written.

JOHN ARTHUR JENKINS

Notary Public in and for said San Diego, County
of San Diego, State of California.

(SEAL)

My Commission Expires Feb. 4, 1940

Notary Public in and for Co. of San Diego, State of Calif.

SAN DIEGO CHAMBER OF COMMERCE

I hereby approve the form of the within Bond, this 15th day of August, 1938.

D.L. AULT, City Attorney

By H.B. DANIEL, Deputy City Attorney

I HEREBY APPROVE the within bond this _____ day of August, 1938.

R.W. FLACK, City Manager.

C O N T R A C T

THIS AGREEMENT, Made and entered into at The City of San Diego, State of Cali-
fornia, this 15th day of August, 1938, by and between THE CITY OF SAN DIEGO, a municipal
corporation in the County of San Diego, State of California, the party of the first part;
and hereinafter sometimes designated as the City, and W.J. RUHLE, an individual doing busi-
ness as RUHLE & ARTLEY, party of the second part, and hereinafter sometimes designated as
the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter con-
tained on the part of said City, and the sums of money hereinafter designated to be paid
to said contractor by said City, in manner and form as hereinafter provided, said contractor
hereby covenants and agrees to and with said City to furnish and deliver to said City:

25 - Harley-Davidson motorcycles, in accordance with the specifications therefor
on file in the office of the City Clerk of said City under Document No. 308766.

Said contractor hereby agrees to furnish and deliver the material above described
at and for the following prices, to-wit:

SIX THOUSAND FIVE HUNDRED DOLLARS (\$6,500.00).

Said price is the net price after allowing a deduction for 19 Indian motorcycles
traded in, as provided for in said specifications, and includes the California State Sales
Tax.

Said contractor agrees to begin delivery of said material within 45 days from and
after the date of the execution of this contract, and to complete said delivery on or be-
fore the _____ day of _____, 1938.

Said City, in consideration of the furnishing and delivery of said material by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said material by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit: SIX THOUSAND FIVE HUNDRED DOLLARS (\$6500.00), said payments to be made as follows:

Upon delivery of said material, and the acceptance of the same by the of said City, ninety per cent (90%) of the said contract price shall be paid said contractor, and ten per cent (10%) shall not become due and payable until a release shall have been executed and filed as hereinafter provided, and until five (5) days shall have elapsed after the expiration of the period within which liens may be filed under the provisions of Title IV, Part III, of the Code of Civil Procedure of the State of California. When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager of said City, and when a release of all claims against The City of San Diego under or by virtue of the contract shall have been executed by the contractor, and when five (5) days shall have elapsed after the expiration of the period within which liens may be filed, as hereinabove provided, final payment will be made, at such time, and in such manner as provided by law, of any balance due, including the percentage withheld as above stated, or such portion thereof as may be due the contractor.

Said contractor hereby agrees that he will be bound by each and every part of this contract, and deliver and cause to be delivered all of said material, as herein specified.

No interest in this agreement shall be transferred by the contractor to any other party, and any such transfer shall cause annulment of this contract, so far as The City of San Diego is concerned. All rights of action, however, for any breach of this contract are reserved to said City.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of The City of San Diego, or the general laws in effect in said City, shall said City or any department, board or officer thereof, be liable for any portion of the contract price; also that no extra work shall be done by said contractor unless authorized and directed by resolution of said Council to that effect.

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of the City of San Diego, pursuant to and under Resolution No. 67991 of the Council authorizing such execution, and the contractor has subscribed his name hereunto the day and year in this agreement first above written.

THE CITY OF SAN DIEGO.
By R.W.FLACK, City Manager.

W.J.RUHLE
An individual doing business as
RUHLE & ARTLEY, Contractor.

I hereby approve the form of the foregoing contract, this 15th day of August, 1938.

D.L.AULT, City Attorney
By H.B.DANIEL, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Ruhle & Artley for furnishing 25 Police motorcycles. Being Document No. 309530.

J.M.ASHLEY
City Clerk of the City of San Diego, California

By Helen M. Walling Deputy.

A G R E E M E N T

THIS AGREEMENT, made and entered into this 9th day of August, 1938, by and between the City of San Diego, First Party, sometimes hereinafter called the Owner, and Fred W. Weber, Second Party, sometimes hereinafter called the Contractor,

WITNESSETH: that the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1. The Contract Documents. The complete contract consists of the following documents, to-wit: The Advertisement for Bids, the Information for Bidders, the Accepted Bid, the General Conditions, the Agreement, The Complete Specifications, the Complete Plans and Addenda. Any and all obligations of the First Party and the Contractor are fully set forth and described therein.

All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all said documents. The documents comprising the complete contract are sometime hereinafter referred to as the Contract Documents.

2. The Work. Said Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor and material necessary to perform and complete in a good and workmanlike manner, the work of Lockwood Mesa Torrey Pines Pipeline Reconstruction as called for and in the manner designated in, and in strict conformity with, the Plans and Specifications adopted by the Council of the City of San Diego, California, which said Plans and Specifications are entitled, respectively, Notice to Contractors, Instructions to bidders, Proposal Drawings and Specifications, Lockwood Mesa Torrey Pines Pipe Line Reconstruction and which Plans and Specifications are identified by the signatures of the parties to this Agreement. It is understood and agreed that said tools, equipment, apparatus, facilities, labor and material shall be furnished and said work performed and completed as required in said Plans and Specifications under the direction and supervision of, and subject to the approval of the City of San Diego or its representatives.

3. Contract Price. The First Party agrees to pay and the Contractor agrees to accept, in full payment for the work above agreed to be done, the sums stated in the unit prices set forth in the schedule, subject to additions and deductions as provided in the Contract Documents.

4. Disputes Pertaining to Payment for Work. Should any dispute arise respecting the true value of any Work done, of any work omitted, or of any extra work which said Second Party may be required to do, or respecting the size of any payment to said Second Party during the performance of this contract, said dispute shall be decided by the Hydraulic Engineer, subject to written approval of the City Manager and the Council, and said decision shall be final and conclusive.

5. Permits; Compliance with Law. The Second Party shall at his expense, obtain all necessary permits and licenses, easements, etc., for the construction of the project, give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of the public health and safety.

6. Inspection by Owner. The Second Party shall at all times maintain proper facilities and provide safe access for inspection by the First Party to all parts of the work, and to the shops wherein the work is in preparation. Where the Specifications require work to be specially tested or approved, it shall not be tested or covered up without timely notice to the Hydraulic Engineer of its readiness for inspection and without the approval thereof or consent thereto by the latter. Should any such work be covered up without such notice, approval, or consent, it must, if required by the Hydraulic Engineer, be uncovered for examination at the Second Party's expense.

7. Extra and/or Additional Work and Changes. Should said First Party at any time during the progress of said work request any alterations, deviations, additions or omissions from said Specifications or Plans or other Contract Documents it shall be at liberty to do so, and the same shall in no way affect or make void the contract, but will be added to or deducted from the amount of said contract price, as the case may be, by a fair and reasonable valuation.

The estimated cost of a proposed change shall be established in one or more of the following methods:

- (a) By an acceptable lump sum proposal from the Contractor.
- (b) By unit prices contained in the Contractor's original bid and incorporated in the Contract Documents or fixed by subsequent agreement between the Owner and the Contractor.
- (c) By a supplemental schedule of prices contained in the Contractor's original bid and incorporated in the Contract Documents.
- (d) On a cost-plus-limited basis not to exceed a specified limit. Work on a cost-plus-limited basis is defined as the cost of labor materials, and insurance, plus the percentage named in the Contract Documents, if any, but in no event to exceed 15%, to cover superintendence, general expense, and profit. A change figured on this basis will state the estimated limit of total cost as a maximum payment by the Owner to the Contractor for the work contemplated by the change.

No extra work shall be performed or change be made unless in pursuance of a written order from the First Party, stating that the extra work or change is authorized and no claim for an addition to the contract sum shall be valid unless so ordered.

8. Time for Completion - Extension of Time. All work under this contract shall be completed within a period of 175 consecutive calendar days commencing 5 days from and after the notice by the First Party to the Second Party to begin work.

If said Second Party shall be delayed in said work by the acts or neglect of said First Party, or its employees or those under it by contract or otherwise, or by changes ordered in the work, or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Second Party's control, or by delay authorized by the First Party, or by any cause which the Hydraulic Engineer shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the Hydraulic Engineer may decide.

This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

9. Employment of Aliens. Pursuant to the provisions of Sections 1850 to 1854 inclusive of the Labor Code of California:

No contractor or subcontractor or agent or representative thereof shall knowingly employ or cause to allow to be employed on public work any alien - meaning thereby any person not a born or fully naturalized citizen of the United States - except in cases of extraordinary emergency caused by fire, flood, or danger to life or property, or except on work upon public military or naval defenses or works in time of war. Within thirty days after any alien is permitted to work upon public work due to an extra-ordinary emergency, the contractor shall file with the awarding body a verified report setting forth the nature of the extra-ordinary emergency, the name of the alien, and each date he was permitted to work. Failure to file the report within the thirty day period shall be prima facie evidence that no extraordinary emergency existed. Every contractor and subcontractor shall keep an accurate record showing the name and citizenship of each workman employed by him, in connection with public work. The record shall be kept open at all reasonable hours to the inspection of the awarding body and to the Division of Labor Statistics and Law Enforcement.

For each violation of the above stipulation, said contractor shall forfeit to the City of San Diego as a penalty the sum of ten (10) dollars for each alien knowingly employed in the execution of this agreement, by him or by any subcontractor under him, for each calendar day, or portion thereof, during which such alien is permitted or required to labor in violation of this stipulation and the provision of said Article 4.

10. Certain Facilities to be Provided and Maintained. The Contractor shall provide and maintain until the completion of the contract facilities at the site of the project for the use of those representatives or agents of the Federal Emergency Administrator of Public Works who are assigned to the inspection of the project. Such facilities shall consist of adequate quarters convenient to the work and for the sole use of such representatives or agents. Such quarters shall be provided with light, heat and telephone service and shall be furnished with suitable table, desk and chairs.

11. Signs. The Contractor shall furnish and erect, on the site of the project, at points and in positions to be designated by the First Party, signs in such quantity and of such dimensions as are set forth in said Specifications or other Contract Documents as will be designated by the First Party, which signs shall bear the legend:

"P W A
FEDERAL EMERGENCY
ADMINISTRATION OF PUBLIC WORKS"

(Description of Project)
PROJECT NO."

12. Inspection and Testing of Materials. The Contractor shall notify the First Party a sufficient time in advance of the manufacture or production of materials, to be supplied by him under this contract, in order that the First Party may arrange for mill or factory inspection and testing of same.

Any materials shipped by the Contractor from the factory prior to having satisfactorily passed such testing and inspection by the First Party's representative, or prior to the receipt of notice from said representative that such testing and inspection will not be required, shall not be incorporated on the job.

The Contractor shall also furnish to the First Party, in triplicate, certified copies of all required factory and mill test reports.

13. Termination of Breach, etc. If the Second Party should be adjudged a bankrupt or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he or any of his subcontractors should violate any of the provisions of the contract, the Owner may serve written notice upon him and his surety of its intention to terminate the contract, such notice to contain the reasons for such intention to terminate the Contract, and, unless within ten days after the serving of such notice, such violation shall cease and satisfactory arrangements for correction thereof be made, the contract shall, upon the expiration of said ten

days, cease and terminate. In the event of any such termination, the Owner shall immediately serve written notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and perform the contract, provided however, that if the surety within fifteen days after the serving upon it of notice of termination does not give the Owner written notice of its intention to take over and perform the contract or does not commence performance thereof within thirty days from the date of the serving of such notice, the Owner may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable, for the account and at the expense of the Contractor, and the Contractor and his surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may without liability for so doing take possession of and utilize in completing the work, such materials, appliances, plant and other property belonging to the Contractor as may be on the site of the work and necessary therefor.

14. Owner's Right to Withhold Certain Amounts and Make Application thereof. In addition to the amount which the Owner may retain under Paragraph 38 of this Agreement until the final completion and acceptance of all work covered by the contract, the Owner may withhold from Payment to the Contractor such an amount or amounts as in its judgment may be necessary to pay just claims against the Contractor or any subcontractors for labor and services rendered and materials furnished in and about the work. The Owner may apply such withheld amount or amounts to the payment of such claims in its discretion. In so doing the Owner shall be deemed the agent of the Contractor and any payment so made by the Owner shall be considered as a payment made under the contract by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payment made in good faith. Such payment may be made without prior judicial determination of the claim or claims.

15. Notice and Service Thereof. Any notice from one party to the other under the contract shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in the following manner, namely, (a) if the notice is given to the First Party, by personal delivery thereof to the Hydraulic Engineer of said First Party, or by depositing the same in the United States Mails, enclosing in a sealed envelope, addressed to the First Party for the attention of said Hydraulic Engineer, postage prepaid and registered; (b) if the notice is given to the Second Party, by personal delivery thereof to said Second Party or to his duly authorized representative at the site of the Project, or by depositing the same in the United States mails, enclosed in a sealed envelope, addressed to said Second Party at 540 W. 3rd St. Downey, Calif., postage prepaid and registered; and (c) if the notice is given to the surety or any other person, by personal delivery to such surety or other person, or by depositing the same in the United States mails, enclosed in a sealed envelope, addressed to such surety or person, as the case may be, at the address of such surety or person, as the case may be, at the address of such surety or person last communicated by him to the party giving the notice, postage prepaid and registered.

16. Assignment of Contract. Neither the contract, nor any part thereof, nor any moneys due or to become due thereunder may be assigned by the Second Party without the prior written approval of the First Party.

17. Subcontracting. No part of the contract shall be sublet by the Second Party without the prior written approval of the First Party.

18. Compliance with Specifications of Materials. Whenever in the specifications, any material or process is indicated or specified by patent or proprietary name and/or by name of manufacturer, such specifications shall be deemed to be used for the purpose of facilitating description of the material and/or process desired, and shall be deemed to be followed by the words "Or Equivalent", and the Contractor may offer any material or process which shall be equal in every respect to that so indicated or specified; provided, however, that if the material, process, or article offered by the Contractor is not, in the opinion of the Owner's engineer or architect, equal in every respect to that specified, then the Contractor must furnish the material, process or article specified or one that in the opinion of the Owner's engineer or architect is the equal thereof in every respect.

19. Contract Security. The Contractor shall furnish a surety bond (form attached) in an amount at least equal to 100 per cent of the contract price as security for the faithful performance of this contract. The Contractor shall also furnish a separate surety bond (form attached) in an amount at least equal to 50 per cent of the contract price as surety for the payment of all persons performing labor and furnishing materials in connection with this contract.

20. Contractor's Insurance. The Contractor shall not commence work under this contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

(a) Compensation Insurance. The Contractor shall take out and maintain during the life of this contract Workmen's Compensation Insurance for all of his employees employed at the site of the project and, in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workman's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Workman's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide General Liability Insurance for the protection of his employees not otherwise protected.

(b) Public Liability and Property Damage Insurance. The Contractor shall take out and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect him and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from his operations under this contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:

Public Liability Insurance, in an amount not less than \$50,000.00 for injuries, including accidental death, to any one person, and, subject to the same limit for each person, in an amount not less than \$100,000.00 on account of one accident, and Property Damage Insurance in an amount not less than \$50,000.00.

21. Proof of Carriage of Insurance. The Contractor shall furnish the Owner with satisfactory proof of carriage of the insurance required.

22. Qualification for Employment. No person under the age of sixteen (16) years and no person currently serving sentence in a penal or correctional institution shall be employed to perform any work under this contract. No person whose age or physical condition is such as to make his employment dangerous to his health or safety or to the health and safety of others shall be employed to perform any work under this contract; Provided, that this sentence shall not operate against the employment of physically handicapped persons, otherwise employable, where such persons may be safely assigned to work which they can ably perform. There shall be no discrimination because of race, creed, color, or political affiliations, in the employment of persons for work on the Project under this contract. All employees engaged in work on the Project under this contract shall have the right to organize

and bargain collectively through representatives of their own choosing, and such employees shall be free from interference, restraint, and coercion of employers in the designation of such employees' representatives, in self-organization, and in other concerted activities of such employees, for the purpose of collective bargaining or other mutual aid or protection, and no person seeking employment under this contract and no person employed under this contract shall be required as a condition of initial or continued employment to join any company union or to refrain from joining, organizing, or assisting a labor organization of such person's own choosing.

23. Labor Preference and Employment Service. With respect to all skilled, semi-skilled and unskilled workers employed on the project.

(a) Preference in employment shall be given to persons from the public relief rolls where such persons are available and qualified to perform the work to which the employment relates, and

(b) To the fullest extent possible workers appropriate to be secured through employment services shall be chosen from list of qualified workers submitted by local employment agencies designated by the United States Employment Service: PROVIDED, that Union workers, skilled, semi-skilled and unskilled, shall not be required to register at such local employment agencies but, if such workers are desired by the employer they shall be obtained through union locals in a customary manner which will insure compliance with sub paragraph (a) of this paragraph. In the event, however, that employers who wish to employ union workers are not furnished with qualified workers by the union locals within 48 hours (Sundays and holidays excluded) after request is filed by the employer, all workers shall be chosen from lists of qualified workers submitted by local agencies designated by the United States Employment Service.

24. Nondiscrimination. Except as specifically provided above, workers who are qualified by training and experience and who as above outlined, are referred for work on the project under this contract, shall not be discriminated against on any ground whatsoever.

25. Hours of Work. Except in

(a) Emergencies, which are defined as unforeseen occurrences and combinations of circumstances involving the public welfare or the protection of work already done under this contract of which endanger life or property and call for immediate action or remedy;

(b) Special and unusual circumstances rendering it infeasible or impractical to require adherence to the applicable limitations of hours herein set forth, skilled, semi-skilled and unskilled workers employed to perform work on the Project under this contract shall not be permitted to work thereon more than 8 hours per day or more than 40 hours per week; PROVIDED, That the limitations of hours herein set forth shall not apply to Executive, supervisory, administrative, clerical or other non-manual workers as such.

Eight hours of labor shall constitute a legal day's work upon all work done hereunder, and it is expressly stipulated that no workman employed at any time by the Contractor, or by any subcontractor or subcontractors under this contract, upon the work or upon any part of the work contemplated by this contract, shall be required or permitted to work thereon more than eight hours in any one calendar day except as provided in Sections 1810 to 1816 inclusive of the Labor Code of California, all the provisions whereof are deemed to be incorporated herein; and it is further expressly stipulated that for each and every violation of said last named stipulation, said Contractor shall forfeit, as a penalty to the State of California, Ten Dollars (\$10.00) for each workman employed in the execution of this contract, or by any subcontractor under this contract, for each calendar day during which said workman is required or permitted to labor more than eight hours in violation of the provisions of said Sections of the Labor Code.

In accordance with the applicable provisions of the Labor Code of the State of California, within thirty (30) days after any laborer, workman or mechanic is permitted to work over eight (8) hours in one calendar day due to any such emergency, the Contractor doing the work, or his duly authorized agent, shall file with the City of San Diego a report verified by his oath, setting forth the nature of the said emergency, which reports shall contain the name of said worker and hours worked by him on the said day; and the Contractor, and each subcontractor, shall also keep an accurate record showing the names and actual hours worked of all workers employed by him in connection with the work contemplated by this Agreement, which record shall be open at all reasonable hours to the inspection of the City of San Diego or its officers or agents and to the Chief of the Division of Labor Statistics and Law Enforcement of the Department of Industrial Relations, his deputies and agents.

26. Wage Rates. Pursuant to the Statutes of the State of California, or local law thereto applicable, the Council of the City of San Diego has ascertained the general prevailing rate of per diem wages and rates for legal holiday and overtime work in the locality in which this work is to be performed, for each craft or type of workman or mechanic needed to execute this contract. The prevailing wages so determined are as follows:

Classification	Per Diem Wage of 8 hrs.	Hourly Wage Rate	Rate for Legal Holidays and Overtime.
Auto Mechanic	\$ 6.00	.75	Time and $\frac{1}{2}$
Blacksmiths	6.00	.75	do
Blade Men	6.00	.75	do
Backfill Machine Operators	6.00	.75	do
Bulldozer Operators	6.00	.75	do
Carpenters	8.00	1.00	do
Caulkers	6.00	.75	do
Cement Finishers	10.00	1.25	do
Clerks	6.00	.75	do
Compressor Operators	10.00	1.25	do
Concrete Mixermen	10.00	1.25	do
Concrete Spreaders	5.00	.62 $\frac{1}{2}$	do
Concrete Tampers	5.00	.62 $\frac{1}{2}$	do
Crane Operators	9.00	1.12 $\frac{1}{2}$	do
Dragline Operators	10.00	1.25	do
Drillers	7.00	.87 $\frac{1}{2}$	do
Drill Sharpeners	6.00	.75	do
Electricians	10.00	1.25	do
Hoist Operators	10.00	1.25	do
Laborers, Common	5.00	.62 $\frac{1}{2}$	do
Materialmen	6.00	.75	do
Mechanics	6.00	.75	do
Mechanic Trouble Shooters	6.00	.75	do
Painters	8.00	1.00	do
Pipe Layers	6.00	.75	do
Pipe Fitters	10.00	1.25	do
Pipe Wrappers	5.60	.70	do
Powdermen	6.00	.75	do
Pump Men	6.00	.75	do

Reinforcing Steel Workers (Placers and Tiers)	9.00	1.12 $\frac{1}{2}$	do
Road Grader Operators	6.00	.75	do
Shovel Operators 1 yard or over	10.00	1.25	do
Under 1 yard	8.00	1.00	do
Shovel Cranesmen	9.00	1.12 $\frac{1}{2}$	do
Shovel Firemen	7.00	.87 $\frac{1}{2}$	do
Shovel Oilers	6.00	.75	do
Structural Steel Workers	11.00	1.37 $\frac{1}{2}$	do
Teamsters	5.00	.62 $\frac{1}{2}$	do
Tractor Operators over 50 H.P.	10.00	1.25	do
Tractor Operators under 50 H.P.	6.00	.75	do
Timekeepers	6.00	.75	do
Trenching Machine Operators	10.00	1.25	do
Truck Drivers under 15500#	5.44	.68	do
Truck Drivers over 15500#	6.00	.75	do
Watchmen	5.00	.62 $\frac{1}{2}$	do
Welders	11.00	1.37 $\frac{1}{2}$	do
Yarners	5.60	.70	do

The foregoing schedule of per diem wages is based on a working day of 8 hours. The hourly wage rate prescribed hereinabove is the per diem rate divided by the aforementioned number of hours constituting a working day.

It shall be mandatory upon the Contractor and upon any subcontractor under him, to pay not less than the said specified rates to all laborers, workmen and mechanics employed by them in the execution of the contract.

It is hereby further agreed that the Contractor shall forfeit to the City of San Diego as a penalty, ten dollars (\$10.00) for each laborer, workman or mechanic employed for each calendar day or proportion thereof, such laborer, workman, or mechanic is paid less than the said stipulated rates for any work done under the contract, by him or by any subcontractor under him. The Contractor, and each subcontractor, shall keep or cause to be kept an accurate record showing the names and occupations of all laborers workmen and mechanics employed by him in connection with the execution of this contract or any subcontracts thereunder, and showing also the actual per diem wages paid to each of such workers, which record shall be open at all reasonable hours to the inspection of the City of San Diego, awarding this contract, its officers and agents, and to the chief of the Division of Labor Statistics and Law Enforcement of the State Department of Industrial Relations, his deputies and agents.

In case it becomes necessary for the Contractor or any subcontractor to employ on the Project under this contract any person in a trade or occupation (except executive, supervisory, administrative, clerical or other non-manual workers as such) for which no minimum wage rate is herein specified, the Contractor shall immediately notify the Owner who will promptly thereafter determine the prevailing rate for such additional trade or occupation and shall furnish the Contractor with the minimum rate based thereon. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

27. Posting Minimum Wage Rates. The Contractor shall post at conspicuous points on the site of the project a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned.

28. Payment of Employees. The Contractor and each of his subcontractors shall pay each of his employees engaged in work on the project under this contract in full (less deductions made mandatory by law) in cash and not less often than once each week.

29. Convict-Made Materials. No materials manufactured or produced in a penal or correctional institution shall be incorporated in the Project under this contract.

30. Domestic and Foreign Materials. Only such unmanufactured articles, materials, and supplies as have been mined or produced in the United States of America, and only such manufactured articles, materials, and supplies as have been manufactured in the United States of America substantially all from articles, materials, or supplies, mined, produced, or manufactured, as the case may be, in the United States of America, shall be employed under this contract in the construction of the project.

31. Accident Prevention. Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and other hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law.

32. Inspection. The Federal Emergency Administrator of Public Works, his authorized representatives and agents, shall be permitted to inspect all work, materials, pay rolls, records of personnel, invoices of materials, and other relevant data and records.

33. Construction Reports. The Contractor shall submit to the Owner schedules of costs and quantities of materials and of other items, which schedules shall be in such form and shall be supported as to correctness by such of the estimates upon which they are based as the Owner may require. The Contractor shall also submit to the Owner the following records on forms to be supplied by the Owner:

- (a) Detailed Estimate, and
- (b) Periodical Estimates for Partial Payment.

34. Reports to U.S. Department of Labor. The Contractor shall furnish to the United States Department of Labor, as early as practicable, the names and addresses of all of his subcontractors. The Contractor and each of his subcontractors shall report monthly to said Department, not later than the 5th day following the close of each month, on forms and in accordance with instructions to be supplied by the Owner, the number of persons directly employed under his contract who, during the particular calendar month, were on his pay rolls, the aggregate amount of each of said pay rolls, the man-hours worked, and the total expenditures for materials, which expenditures shall be itemized.

35. Reports to the Owner. The Contractor shall report monthly directly to the Owner not later than the 5th day following the close of each calendar month, on forms and in accordance with instructions to be supplied by the Owner, the total number of persons who were directly employed under his contract during the particular calendar month.

36. Pay Rolls of Contractors and Subcontractors. The Contractor and each of his subcontractors shall prepare his pay rolls on forms prescribed and in accordance with instructions to be furnished by the Owner. Not later than the 7th day following the payment of wages, each such Contractor shall transmit to the Owner a certified legible copy and two conformed copies of each such pay roll. Each such pay roll shall be sworn to in accordance with the "Regulations Issued Pursuant to the So-Called Kick-Back Statute", which Regulations are herein elsewhere set forth. The Contractor and each of his subcontractors shall submit reports on forms as and when required by the Owner, covering the purchase of and requisitions for materials, together with such other information as may be required to determine the progress and status of work under this contract.

37. Project Data and Records. Promptly following the preparation of periodical pay rolls of the Contractor and of each of his subcontractors, the Contractors shall furnish the Owner with such number as may be required of certified copies of such pay rolls on forms to be supplied by the Owner. Such certified copies of such pay rolls shall be accompanied by such substantial proof that all bills for services rendered and materials supplied have been duly paid as herein required and by such other data as the Owner may require.

38. Payment. (a) Not later than the 15th day of each calendar month, the Owner will make partial payment to the Contractor on the basis of a duly certified approval estimate of the work performed during the preceding calendar month by the Contractor, but the Owner will retain 10 per cent of the amount of each such estimate until final completion and acceptance of all work covered by this contract.

(b) The Contractor shall pay (1) for all transportation and utility services not later than the 20th day of the calendar month following that in which such services are rendered, (2) for all materials, tools, and other expendible equipment to the extent of 90 per cent of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used, and (3) to each of his subcontractors, not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his subcontractors, to the extent of each such subcontractor's interest therein.

39. Compliance with Kick-Back Statute and Regulation. The Contractor and each of his subcontractors shall comply with the following statute and regulations issued pursuant thereto:

(1) KICK-BACK STATUTE. - The so-called Kick-Back Statute is Public, No. 324, Seventy-third Congress, approved June 13, 1934 (48 Stat. 948), and reads as follows:

AN ACT to effectuate the purpose of certain statutes concerning rates of pay for labor, by making it unlawful to prevent anyone from receiving the compensation contracted for thereunder, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

That whoever shall induce any person employed in the construction, prosecution, or completion of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States or in the repair thereof to give up any part of the compensation to which he is entitled under his contract of employment, by force, intimidation, threat of procuring dismissal from such employment, or by any other manner whatsoever, shall be fined not more than \$5,000.00, or imprisoned not more than five years, or both.

Sec. 2. To aid in the enforcement of the above section, the Secretary of the Treasury and the Secretary of the Interior jointly shall make reasonable regulations for contractors or subcontractors on any such building and work, including a provision that each contractor and subcontractor shall furnish weekly a sworn affidavit with respect to the wages paid each employee during the preceding week.

(2) REGULATIONS ISSUED PURSUANT TO SO-CALLED KICK-BACK STATUTE.- Pursuant to the provisions of Public, No. 324, Seventy-third Congress, approved June 13, 1934 (48 Stat. 948) concerning rates of pay for labor, the Secretary of the Treasury and the Secretary of the Interior have jointly made the following regulations:

Section 1. (This section quotes the Kick-Back Statute).

Section 2. Each contractor and subcontractor engaged in the construction, prosecution, or completion of any building or work of the United States or of any building or work financed in whole or in part by loans or grants from the United States, or in the repair thereof, shall furnish each week an affidavit with respect to the wages paid each employee during the preceding week. Said affidavit shall be in the following form:

STATE OF _____)
COUNTY OF _____) ss

I, _____ (name of the party signing the affidavit), _____ (Title), do hereby certify that I am the employee of _____ (Name of contractor or subcontractor), who supervises the payment of the employees of said contractor (subcontractor); that the attached pay roll is a true and accurate report of the full weekly wages due and paid to each person employed by the said contractor (subcontractor) for the construction of _____ (project), for the weekly pay roll period from the _____ day of _____, 193____; to the _____ day of _____, 193____; that no rebates or deductions from any wages due any such person as set out on the attached pay roll have been directly or indirectly made; and that, to the best of my knowledge and belief, there exists no agreement or understanding with any person employed on the project, or any person whatsoever, pursuant to which it is contemplated that I or anyone else shall, directly or indirectly, by force, intimidation, threat or otherwise, induce or receive any deductions or rebates in any manner whatsoever from any sum paid or to be paid to any person at any time for labor performed or to be performed under the contract for the above named project.

Sworn to before me this _____ day of _____, 193____.

Section 3. Said affidavit shall be executed and sworn to by the officer or employee of the contractor or subcontractor who supervises the payment of its employees.

Said affidavit shall be delivered, within seven days after the payment of the pay roll to which it is attached, to the Government representative in charge at the site of the particular project in respect of which it is furnished, who shall forward the same promptly to the Federal agency having control of such project. If no Government representative is in charge of the site, such affidavit shall be mailed within such seven day period to the Federal agency having control of the project.

Section 4. At the time upon which the first affidavit with respect to the wages paid to employees is required to be filed by a contractor or subcontractor pursuant to the requirements of these regulations, there shall also be filed in the manner required by Section 3 hereof a statement under oath by the Contractor or subcontractor, setting forth the name of its officer or employee who supervises the payment of employees, and that such officer or employee is in a position to have full knowledge of the facts set forth in the form of affidavit required by Section 2 hereof. A similar affidavit shall be immediately filed in the event of a change in the officer or employee who supervises the payment of employees. In the event that the Contractor or subcontractor is a corporation, such affidavit shall be executed by its president or a vice president. In the event that the Contractor or subcontractor is a partnership, such affidavit shall be executed by a member of the firm.

Section 5. These regulations shall be made a part of each contract executed after the effective date hereof by the Government for any of the purposes enumerated in Section 2 hereof.

Section 6. These regulations shall become effective on January 15, 1935.

(3) CONSTRUCTION OF REGULATIONS. - The clause in the pay roll affidavit which reads "--that the attached pay roll is a true and accurate report of the full weekly wages due and paid to each person employed by the said contractor--" is construed to mean:

(a) Wages due are the wages earned during the pay period by each person employed by the Contractor, less any deductions required by law.
(b) At the time of signing the affidavit, the wages due each employee have either been paid to him in full or are being held subject to claim by him.
(c) Such unpaid wages will be paid in full on demand of the employee entitled to receive them.
The clause "---that no rebates or deductions from any wages due any such person as set out on the attached pay roll have been directly or indirectly made" does not apply to any legitimate deductions mentioned above which enter into the computation of full weekly wages due.

The "Regulations Issued Pursuant to So-Called Kick-Back Statute" shall not be construed to prohibit deductions required by law.

40. Definitions. The following terms as used in this contract are defined as follows:

(a) "Subcontractor": A person, firm, or corporation supplying labor and materials or labor for work at the site of the project.

(b) "Work on the Project": Work to be performed, including work normally done, at the location of the project.

IN WITNESS WHEREOF, four (4) identical counterparts of this Agreement, each of which shall for all purposes be deemed an original thereof, have been duly executed by a majority of the members of the Council of the City of San Diego, under and pursuant to a resolution authorizing such execution, and the Contractor has caused these presents to be executed, and its corporate name and seal to be hereunto attached by its proper officers, thereunto duly authorized, the day and year first hereinabove written.

THE CITY OF SAN DIEGO, First Party
By P.J.BENBOUGH
W.C.CRANDALL
RAYMOND M. WANSLEY
ADDISON E. HOUSH
HERBERT E. FISH
BRUCE R. STANNARD
JOHN S. SIEBERT
Members of the Council

(SEAL) ATTEST:
J.M.ASHLEY, City Clerk
By FRED W. SICK, Deputy.

FRED W. WEBER, Second Party

(If executed by an individual or partnership contractor, appropriate changes shall be made in the last preceding paragraph.)

I hereby approve the form and legality of the foregoing contract this 9th day of August, 1938.

D.L.AULT, City Attorney
By H.B.DANIEL, Asst. City Attorney.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS: the Council of the City of San Diego, State of California, by Resolution No. 68016, passed August 9th, 1938, has awarded to Fred W. Weber hereinafter designated as the "Principal", a contract for constructing Lockwood Mesa Torrey Pines Pipe Line Reconstruction; and

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract,

NOW, THEREFORE, we, the Principal and The Aetna Casualty and Surety Company as Surety, are held and firmly bound unto the City of San Diego, hereinafter called the "City" in the penal sum of Twenty-thousand five hundred twenty-six and 50/100 Dollars (\$20,526.50) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of San Diego, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, four (4) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and surety above named, on the 9th day of August, 1938.

FRED W. WEBER, Principal.

THE AETNA CASUALTY AND SURETY COMPANY, Surety.
By PAUL WOLCOTT, Resident Vice-President.

(SEAL) ATTEST:
A.P.MULLER, Resident Assistant Secretary.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,) ss

On this 9th day of August, in the year nineteen hundred thirty-eight, before me, Frances S. Bowers, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Paul Wolcott, known to me to be the Resident Vice-President and A.P.Muller, known to me to be the Resident Assistant Secretary of the Aetna Casualty and Surety Company, the corporation which executed the within and annexed instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

FRANCES S. BOWERS
Notary Public in and for said San Diego County,
State of California.

(SEAL)

(If executed by an individual or partnership contractor, appropriate changes shall be made in the last preceding paragraph.)

I hereby approve the form of the within Bond this 9th day of August, 1938.

D.L.AULT, City Attorney
By H.B.DANIEL, Asst. City Attorney.

Approved by a majority of the members of the Council of the City of San Diego this 9th day of August, 1938.

(SEAL) ATTEST:

J.M.ASHLEY, City Clerk
By FRED W. SICK, Deputy.

P.J.BENBOUGH
W.C.CRANDALL
RAYMOND M. WANSLEY
ADDISON E. HOUSH
HERBERT E. FISH
BRUCE R. STANNARD
JOHN S. SIEBERT
Members of the Council.

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS, That WHEREAS, the Council of the City of San Diego, State of California, by Resolution No. 68016, passed August 9th, 1938, has awarded to FRED W. WEBER hereinafter designated as the "Principal", a contract for constructing a Lockwood Mesa Torrey Pines Pipe Line Reconstruction and,

WHEREAS, said Principal is required to furnish a bond in connection with said contract, providing that if said Principal, or any of his or its sub-contractors, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the Surety on this bond will pay the same to the extent hereinafter set forth;

NOW, THEREFORE, We, the Principal and The Aetna Casualty and Surety Company as Surety, are held and firmly bound unto the City of San Diego, hereinafter called the "City" in the penal sum of Ten Thousand two hundred sixty three and 25/100 Dollars (\$10,263.25) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, his or its heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, as required by the provisions of an act of the Legislature of the State of California, entitled "An Act to secure the payment of claims of persons employed by contractors upon public works, and the claim of persons who furnish materials, supplies, teams, implements, or machinery used or consumed by such contractors in the performance of such work, and prescribing the duties of certain public officers with respect thereto", approved May 10, 1919, as amended, and provided that the persons, companies or corporations so furnishing said materials, provisions, provender, or other supplies, teams, appliances or power used in, upon, for or about the performance of the work contracted to be executed or performed, or any person, company or corporation renting or hiring teams or implements or machinery or power for or contributing to said work to be done, or any person who performs work or labor upon the same, or any person who supplies both work and materials therefor, shall have complied with the provisions of said Act, then said Surety will pay the same in or to an amount not exceeding the amount herein above set forth; and also will pay in case suit is brought upon this bond, such reasonable attorney's fee, as shall be fixed by the court, awarded and taxed as in the above mentioned Statute provided.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under said Act so as to give a right of action to them or their assigns in any suit brought upon this bond.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF 4 identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 9th day of August, 1938.

FRED W. WEBER, Principal.

(SEAL) ATTEST:

A.P.MULLER, Resident Assistant Secretary.

THE AETNA CASUALTY AND SURETY COMPANY, Surety.
By PAUL WOLCOTT, Resident Vice-President.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 9th day of August, in the year nineteen hundred thirty-eight, before me, Frances S. Bowers, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Paul Wolcott, known to me to be the Resident Vice-President and A.P. Muller, known to me to be the Resident Assistant Secretary of The Aetna Casualty and Surety Company, the corporation which executed the within and annexed instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

FRANCES S. BOWERS
Notary Public in and for said San Diego County,
State of California.

(If executed by an individual or partnership contractor, appropriate changes shall be made in the last preceding paragraph.)

I hereby approve the form of the within Bond this 9th day of August, 1938.

D.L.AULT, City Attorney
By H.B.DANIEL, Asst. City Attorney.

Approved by a majority of the members of the Council of the City of San Diego, this 9th day of August, 1938.

(SEAL) ATTEST:
J.M.ASHLEY, City Clerk
By FRED W. SICK, Deputy.

P.J.BENBOUGH
W.C.CRANDALL
RAYMOND M. WANSLEY
ADDISON E. HOUSH
HERBERT E. FISH
BRUCE R. STANNARD
JOHN S. SIEBERT
Members of the Council.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Fred W. Weber for the reconstruction of the Lockwood Mesa-Torrey Pines Pipe Line. Being Document No. 309552.

J.M.ASHLEY
City Clerk of the City of San Diego, California.
By Helen M. Wilby Deputy.

A G R E E M E N T

WHEREAS, James E. Reeves M.D. is the owner of 2526 Presidio Drive Lot 19, Block D Subdivision Presidio Hills and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the Ordinances of the City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 16th day of August, 1938, by J.E.Reeves that he will, for and in consideration of the permission granted him to remove 12 feet of curbing on Presidio Drive adjacent to the above described property; bind himself to, and he hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of the City of San Diego.

He further agrees that this agreement shall be binding on himself, his heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

J.E.REEVES M.D.
Owner's Name
704 Medico-Dental Bldg. San Diego, Cal.
Address.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 16th day of August, A.D. Nineteen Hundred and Thirty-eight, before me, Alice H. Merritt a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared J.E.Reeves, M.D. known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

ALICE H. MERRITT
Notary Public in and for the County of San Diego,
State of California.

(SEAL)

RECORDED AUG 22 1938 10 Min. past 2 P.M. In Book 807 At Page 347 of Official Records, San Diego Co., Cal. Recorded At Request of City Clerk.

ROGER N. HOWE, County Recorder
By Deputy D. COLE
E. DRUMMOND

I certify that I have correctly transcribed this document in above mentioned book.
Copyist County Recorder's Office, S.D.County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from James E. Reeves to the City of San Diego, California. Being Document No. 309603.

J.M.ASHLEY
City Clerk of the City of San Diego, California.
By Helen M. Wilby Deputy.

A G R E E M E N T

WHEREAS, Henry F. Schnell is the owner of Lots 45-48, Block 24, Re-Subdivision of Block "K" & "L" of Teralta, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 1037, filed in the office of the Recorder of said San Diego County, March 8, 1907, and

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the Ordinances of the City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 18 day of August, 1938, by Henry F. Schnell that he will, for and in consideration of the permission granted to him to remove 117 feet of curbing on El Cajon Ave. & Copeland Street adjacent to the above described property, bind himself to, and does hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of the City of San Diego.

He further agrees that this agreement shall be binding on him, his heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

HENRY F. SCHNELL
Owner's Name
945 C St.
Address.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 18 day of August, A.D. Nineteen Hundred and Thirty-Eight, before me, C.A. Maher a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Henry F. Schnell known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL) C.A. MAHER
Notary Public in and for the County of San Diego,
State of California.

RECORDED AUG 22 1938 11 Min. past 2 P.M. In Book 807 At Page 349 of Official Records, San Diego Co., Cal. Recorded At Request of City Clerk.

ROGER N. HOWE, County Recorder
By Deputy D. COLE

I certify that I have correctly transcribed this document in above mentioned book.

E. DRUMMOND

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from Henry F. Schnell to the City of San Diego, California. Being Document No. 309604.

J.M. ASHLEY
City Clerk of the City of San Diego, California

By Helen M. Willey Deputy.

FORM OF CONTRACT

THIS AGREEMENT, made and entered into this 16th day of August, 1938, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, acting by and through its Council, and THE COUNTY OF SAN DIEGO, a political subdivision of the State of California, acting by and through its Board of Supervisors, parties of the first part, hereinafter sometimes referred to as the "Owner", and O.B. McClintock Company party of the second part, hereinafter sometimes designated as the "Contractor", WITNESSETH:

ARTICLE I.

That for and in consideration of the covenants and agreements hereinafter contained upon the part of the "Owner", and the sums of money hereinafter designated to be paid to the Contractor by the Owner, in manner and form as hereinafter in attached specifications provided, the Contractor hereby covenants and agrees to and with the "Owner", to furnish all labor, tools, appliances, equipment, plant and transportation and any and all other expense necessary or incidental to the performance of certain work hereinafter specified for furnishing and installing the Burglar Alarm Systems in the City & County Administration Building on the Civic Center Site on the tidelands between Ash Street and Grape Street, in the City of San Diego, in the County of San Diego, State of California, all as more particularly and in detail set forth in those certain plans and specifications filed in the office of the City Clerk of the City of San Diego on the 18th day of July, 1938, which said specifications are marked Document No. 309030, and endorsed: Specifications for furnishing & installing complete the Burglar Alarm Systems in the San Diego City & County Administration Building, and which said plans are marked Document No. 309030, and endorsed: Plans for Burglar Alarm Systems for Civic Center Administration Building; said plans consisting of 2 sheets and said specifications consisting of 25 sheets. True copies of the Notice Inviting Bids, Proposal of Contractor, and Specifications are hereunto annexed, marked Exhibit "A", by reference thereto incorporated herein and made a part hereof as though in this paragraph fully set forth; likewise said plans are by reference thereto incorporated herein and made a part hereof as though in this paragraph fully set forth.

ARTICLE II.

In consideration of the construction and completion of the work by the Contractor herein undertaken, according to the terms of this contract, and the faithful performance of all the obligations and covenants by the Contractor herein undertaken and agreed upon, the Contractor shall be paid as is provided in the Specifications attached hereto.

ARTICLE III.

The Contractor hereby agrees that he will be bound by each and every part of the plans and specifications, and do and cause to be done all of said work and improvement as specified in the specifications and as shown upon the plans, as the same may be interpreted by the Architects named in said specifications in charge of the work, subject to the approval of the Council of the City of San Diego and the Board of Supervisors of the County of San Diego.

ARTICLE IV.

No interest in this agreement shall be transferred by the Contractor to any other party, and any such transfer shall cause annulment of this contract so far as the "Owner" is concerned. All rights of action, however, for any breach of this contract are reserved to said "Owner".

The Contractor shall be obligated to perform directly and without sub-contracting not less than twenty-five per centum (25%) of the project, to be calculated on the basis of the contract price and the cost of the materials, supplies and equipment furnished by the "Owner".

ARTICLE V.

The Contractor shall keep harmless and indemnify the City of San Diego and the County of San Diego, its officers and agents, from all damage, cost or expense that arises or is set up for infringement of patent rights of any one for use by said City and/or said County, its officers or agents, of articles supplied by the Contractor under this contract, of which he is not patentee, or which he is not entitled to use or sell; all as more particularly provided in paragraph XXXVII of the General Conditions which form a part of this Contract.

ARTICLE VI

The Contractor further agrees and covenants that neither the Contractor, nor any sub-contractor, doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic upon any of the work provided for in this contract to be done, shall require or permit any such laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day, in violation of the provisions of Section 653c of the Penal Code of the State of California; and that the Contractor shall forfeit as a penalty to the City of San Diego and to the County of San Diego

Ten (\$10.00) Dollars for each laborer, workman or mechanic employed by the Contractor or any sub-contractor upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of the provisions of said Section of the Penal Code; and that the Contractor will not knowingly employ or cause or allow to be employed upon any of the work provided in this contract to be done, any alien, contrary to the provisions of the Public Works Alien Employment Act of the State of California (Stats. of 1931, Ch. 398); and that the Contractor shall forfeit as a penalty to said City and said County Ten (\$10.00) Dollars for each alien knowingly employed upon any of the work provided in this contract to be done, by the Contractor or any sub-contractor, contrary to the provisions of said statute, for each calendar day, or portion thereof, during which such alien is permitted or required to labor in violation thereof.

ARTICLE VII.

The Contractor further agrees that in the performance of the work contemplated by this contract, he will conform to and abide by all the requirements and provisions of the Charter of the City of San Diego and of the Public Works Wage Rate Act of the State of California (Div. II, Part 7, Chap. 1, Articles 1, 2 and 3 of the California Labor Code); and that not less than the prevailing rate of per diem wages hereinafter specified shall be paid to all laborers, workmen and mechanics employed by the Contractor, or any sub-contractor, in the performance of the work contemplated by this contract; and that the Contractor shall forfeit as a penalty to said City and said County Ten (\$10.00) Dollars for each laborer, workman or mechanic employed, for each calendar day, or portion thereof, such laborer, workman or mechanic is paid less than the following specified rate for any work done under this contract by the Contractor, or by any sub-contractor;

Position	8-Hour Day	Pay Scale Day
Asbestos Workers		\$ 10.00
Bricklayer		12.00
Bricklayers' Tenders		7.00
Blacksmith		6.00
Carpenter (Rough and Finish)		8.00
Composition Floor Finisher		10.00
Cement Finishers		10.00
Caulkers		6.00
Clerks		6.00
Compressor Operator		10.00
Concrete Mixermen		10.00
Concrete Spreaders		5.00
Concrete Tampers		5.00
Electrical Workers		10.00
Engineers - hoisting, portable, quarries, tractors over 50 H.P. rollers, mixers		10.00
Glass Workers		8.00
Iron Workers: Ornamental, Structural, Mch. movers, etc.		11.00
Apprentices		6.00
Laborers, building and common		5.00
Laborers, cement		5.00
Millmen - Planing mill department		8.00
Millmen - sash and door		7.00
Millwrights		9.00
Materialmen		6.00
Painters		8.00
Plasterers (6 hour day)		9.00
Plasterers' Tenders (6 hour day)		8.10
Reinforcing Steel Workers		9.00
Sheet Metal Workers		9.00
Teamsters		5.00
Tractor Operators - Under 50 H.P.		6.00
Timekeepers		6.00
Truck Driver - under 15,500 pounds		5.44
Truck Driver - over 15,500 pounds		6.00
Watchman		5.00
Welders		11.00
Skilled labor not hereinabove enumerated		8.00

Legal holidays; including Sundays and Saturdays where crafts work a five day work week, and other overtime when permitted by law, to be paid for at the rate of time and one-half.

All of the above wage rates are based on an eight hour day with the exception of the wage rates for plasterers and plasterers' tenders, which are based on a six hour day. The hourly wage rate is the per diem rate hereinabove prescribed divided by the aforementioned number of hours constituting a working day.

ARTICLE VIII.

It is mutually agreed between the parties hereto that in no case unauthorized by the Charter of the City of San Diego or the Charter of the County of San Diego, or the general laws in effect in said City and in said County, shall said City or said County, or any department, board or officer thereof, be liable for any portion of the contract price.

IN WITNESS WHEREOF, this contract is executed by a majority of the members of the Council of the City of San Diego and by a majority of the Board of Supervisors of the County of San Diego, under and pursuant to resolutions authorizing such execution, and the Contractor has caused these presents to be executed, and its corporate name and seal to be hereunto attached by its proper officers thereunto duly authorized, the day and year first hereinabove written.

THE CITY OF SAN DIEGO,
By P.J.BENBOUGH
RAYMOND M. WANSLEY
ADDISON E. HOUSH
HERBERT E. FISH
JOHN S. SIEBERT
Members of the Council

(SEAL) ATTEST:
J.M.ASHLEY, City Clerk
By FRED W. SICK, Deputy.

(SEAL) ATTEST:
J.B.McLEES, County Clerk
By C.BUCKLEY, Deputy

THE COUNTY OF SAN DIEGO
By WALTER BELLON
T. LeROY RICHARDS
JOHN P. FADDIS
HARVEY D. HICKS
B.A.SWEET
Board of Supervisors

(SEAL) ATTEST:
B.C.FOTLAND

O.B.McCLINTOCK CO. Contractor
By H.A. NOYES, Assistant Treasurer

(If executed by an individual or partnership contractor, appropriate changes shall be made in the last preceding paragraph.)

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 16th day of August, 1938, before me, Fred W. Sick a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared H.A.Noyes known to me to be the Assistant Treasurer of the Corporation that executed the within instrument, known to me to be the person who executed the within Instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the County of San Diego, the day and year in this certificate first above written.

FRED W. SICK
Notary Public in and for the County of San Diego,
State of California.

(SEAL)
My Commission Expires,
May 15, 1939.

I hereby approve the form of the foregoing contract, this 16th day of August, 1938.

D.L.AULT
City Attorney of the City of San Diego.
By H.B.DANIEL
Assistant City Attorney.

I hereby approve the form of the foregoing contract, this 18th day of August, 1938.

JAMES B. ABBEY
District Attorney of the County of San Diego
By V.C.WINNEK
Deputy District Attorney.

C O P Y
O.B.MC CLINTOCK COMPANY, Inc.

Minneapolis, Minnesota
August 8, 1938.

Mr.H.A.Noyes,
Asst. Treasurer & Asst. Secretary
O.B.McClintock Company
c/o Grant Hotel
San Diego, California
Dear Mr. Noyes:

This letter is your authority, by order of the Board of Directors, to sign and seal contracts for and in the name of the O.B.McClintock Company, a Minnesota corporation.

Yours very truly,
O.B.McClintock Company
By J.B.McClintock
Executive Vice President.

(SEAL) ATTEST:
R.W.Bentzen, Secretary.
RWB:JR

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of Power of Attorney from O.B.McClintock Company to H.A.Noyes, on file in the office of the City Clerk under Document No. 309560.

(SEAL)

J.M.ASHLEY, City Clerk
By FRED W. SICK, Deputy.

LIBERTY MUTUAL INSURANCE COMPANY
Boston, Massachusetts,
(Herein called Company)
CERTIFICATE OF INSURANCE

This is to Certify that O.B.MC CLINTOCK COMPANY

Name

139 Lyndale Avenue North, Minneapolis, Minnesota

Address

is at the date of this certificate, insured by the company with respect to the business operations hereinafter described, for the types of insurance and in accordance with the provisions of the current policy contracts in use by said company, hereinafter described.

WORKMEN'S COMPENSATION

Policy Number WC-534776-Minn.

Date of Expiration December 31, 1938.

Workmen's Compensation Acts with respect to which the policy affords insurance.

Description of Operations by Manual Classification in states with respect to which the policy affords insurance.

CALIFORNIA

Installing burglar alarm system.
Complete coverage within the limits stated for the type of insurance mentioned covering all the assured's operations in connection with the assured's contract on P.W.A. Docket.

Policy Number	Type of Policy	PUBLIC LIABILITY		Limits of Liability			Expira- tion Date
		<u>Bodily Injuries</u>		<u>Property Damage</u>	Aggregate for Policy Period		
		Each Person	Each Accident	Each Accident			
PL-504265-Minn.	Contractor's Public Liability	\$50,000	\$100,000	\$50,000		12/31/38	

The limit of liability stated above as applicable to "each person" is the limit of the company's liability with respect to bodily injury to or death of one person in any one accident. The limit of liability stated above as applicable to "each accident" is, subject to the foregoing provisions respecting each person, the limit of the company's liability with respect to bodily injury to or death of two or more persons in any one accident. Location of Operations: City Treasure's Office, San Diego, California
Description of Operations: As described above.
Policy shall not be cancelled or changed until ten days after the Director of Housing of the Federal Emergency Administration of Public Works at Washington, D.C. has received written notice as evidenced by return receipt of registered letter.
TO: CITY TREASURE'S OFFICE, San Diego, California.

CLARK E. WOODWARD, Secretary
Dated 8/12/38

LIBERTY MUTUAL INSURANCE COMPANY
S. BRUCE BLACK, President
Countersigned REX R. WALLACE
Resident or Authorized Representative.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, the Council of the City of San Diego, by Resolution No. 68032, passed August 16, 1938, and the Board of Supervisors of the County of San Diego, by Resolution passed August 15, 1938, have awarded to O.B.Mc CLINTOCK COMPANY hereinafter designated as the "Principal", a Contract for furnishing and installing complete the Burglar Alarm Systems in the City and County Administration Building on the Civic Center Site on the tidelands between Ash Street and Grape Street, in the City of San Diego, California; and

WHEREAS, said Principal is required under the terms of said contract to furnish a Bond for the faithful performance of said contract;

NOW, THEREFORE, We, the Principal, and THE FIDELITY AND CASUALTY COMPANY OF NEW YORK, a Corporation organized and existing under the laws of the State of New York, 80 Maiden Lane, New York City, N.Y., and authorized to do a surety business in the State of California, as Surety, are held and firmly bound unto the CITY OF SAN DIEGO, hereinafter called the "City", and unto the COUNTY OF SAN DIEGO, hereinafter called the "County", in the penal sum of Three thousand one hundred and no/100 Dollars (\$3,100.00), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of San Diego and the County of San Diego, their officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

And the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, THE ABOVE BOUNDEN PARTIES have executed this instrument under their seals this 16th day of August, 1938, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(SEAL) ATTEST:
B.C.FOTLAND

O.B.McCLINTOCK COMPANY, Principal.
By H.A.NOYES, Assistant Treasurer.

THE FIDELITY AND CASUALTY COMPANY OF NEW YORK
Surety.
By C.J.STAFFORD, Attorney

(SEAL) ATTEST:
B.C.FOTLAND

If executed by an individual or partnership contractor, appropriate changes shall be made in the last preceding paragraph.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 16th day of August in the year One Thousand Nine Hundred and Thirty-eight before me, Zelda B. Melacon a Notary Public in and for the said County of San Diego, residing therein, duly commissioned and sworn, personally appeared C.J.Stafford known to me to be the Attorney of The Fidelity and Casualty Company of New York, the Corporation that executed the within instrument, and known to me to be the person who executed the said instrument on behalf of the Corporation therein named and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of San Diego the day and year in this certificate first above written.

(SEAL)
My Commission Expires,
Mar. 12, 1942.

ZELDA B. MELANCON
Notary Public in and for the County of San Diego,
State of California.

I hereby approve the form of the within Bond this 16th day of August, 1938.

D.L.AULT
City Attorney of the City of San Diego, California.
By H.B.DANIEL, Assistant City Attorney.

Approved by a majority of the members of the Council of the City of San Diego, this 17th day of August, 1938.

(SEAL) ATTEST:
J.M.ASHLEY, City Clerk
By FRED W. SICK, Deputy.

P.J.BENBOUGH
RAYMOND M. WANSLEY
ADDISON E. HOUSH
HERBERT E. FISH
JOHN S. SIEBERT
Members of the Council

I hereby approve the form of the within Bond this 18th day of August, 1938.

JAMES B. ABBEY
District Attorney of the County of San Diego, California
By V. C. WINNEK
Deputy District Attorney.

Approved by a majority of the Board of Supervisors of the County of San Diego this 18th day of August, 1938.

(SEAL) ATTEST:
J.B.McLEES, County Clerk
By C. BUCKLEY, Deputy.

WALTER BELLON
T. LeROY RICHARDS
JOHN P. FADDIS
HARVEY D. HICKS
B. A. SWEET
Board of Supervisors

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS, That WHEREAS, the Council of the City of San Diego, State of California, by Resolution No. 68032, passed August 16, 1938, and the Board of Supervisors of the County of San Diego, State of California, by Resolution passed August 15, 1938, have awarded to O.B.McCLINTOCK COMPANY hereinafter designated as the "Principal" a Contract for furnishing and installing complete the Burglar Alarm Systems in the City and County Administration Building on the Civic Center Site on the tidelands between Ash Street and Grape Street, in the City of San Diego, California; and

WHEREAS, said Principal is required to furnish a Bond in connection with said Contract, providing that if said Principal, or any of his or its sub-contractors, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the Surety on this Bond will pay the same to the extent hereinafter set forth;

NOW, THEREFORE, We, the Principal, and THE FIDELITY AND CASUALTY COMPANY OF NEW YORK, a Corporation organized and existing under the laws of the State of New York, 80 Maiden Lane, New York City, N.Y., and authorized to do a surety business in the State of California, as Surety, are held and firmly bound unto the CITY OF SAN DIEGO, hereinafter called the "City" and unto the COUNTY OF SAN DIEGO, hereinafter called the "County", in the penal sum of Fifteen hundred fifty and no/100 Dollars (\$1,550.00), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said principal, his or its heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind as required by the provisions of an Act of the Legislature of the State of California, entitled, "An Act to secure the payment of claims of persons employed by contractors upon public works, and the claim of persons who furnish materials, supplies, teams, implements, or machinery used or consumed by such contractors in the performance of such work, and prescribing the duties of certain public officers with respect thereto," approved May 10, 1919, as amended, and provided that the persons, companies or corporations so furnishing said materials, provisions, provender, or other supplies, teams, appliances or power used in, upon, for or about the performance of the work contracted to be executed or performed, or any person, company or corporation renting or hiring teams or implements or machinery or power for or contributing to said work to be done, or any person who performs work or labor upon the same, or any person who supplies both work and materials therefor, shall have complied with the provisions of said Act, then said Surety will pay the same in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fee as shall be fixed by the court, awarded and taxed as in the above mentioned Statute provided.

This Bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under said Act, so as to give a right of action to them or their assigns in any suit brought upon this bond.

And the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their seals this 16th day of August, 1938, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(SEAL) ATTEST:
B.C.FOTLAND

O.B.McCLINTOCK COMPANY, Principal
By H.A.NOYES, Assistant Treasurer

(SEAL) ATTEST:
B.C.FOTLAND

THE FIDELITY AND CASUALTY COMPANY OF NEW YORK, Surety.
By C.J.STAFFORD, Attorney.

If executed by an individual or partnership contractor, appropriate changes shall be made in the last preceding paragraph.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 16th day of August in the year One Thousand Nine Hundred and Thirty-eight before me Zelda B. Melancon a Notary Public in and for the said County of San Diego residing therein, duly commissioned and sworn, personally appeared C.J.Stafford known to me to be the Attorney of The Fidelity and Casualty Company of New York, the Corporation that executed the within instrument, and known to me to be the person who executed the said instrument on behalf of the Corporation therein named and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of San Diego the day and year in this certificate first above written.

(SEAL)
My Commission Expires,
Mar. 12, 1942.

ZELDA B. MELANCON
Notary Public in and for the County of San Diego,
State of California.

I hereby approve the form of the within Bond this 16th day of August, 1938.

D.L.AULT
City Attorney of the City of San Diego, California.
By H.B.DANIEL
Assistant City Attorney.

Approved by a majority of the members of the Council of the City of San Diego, this 17th day of August, 1938.

(SEAL) ATTEST:
J.M.ASHLEY, City Clerk
By FRED W. SICK, Deputy City Clerk.

P.J.BENBOUGH
RAYMOND M. WANSLEY
ADDISON E. HOUSH
HERBERT E. FISH
JOHN S. SIEBERT
Members of the Council

I hereby approve the form of the within Bond this 18th day of August, 1938.

JAMES B. ABBEY
District Attorney of the County of San Diego, California.
By V.C.WINNEK
Deputy District Attorney.

Approved by a majority of the Board of Supervisors of the County of San Diego, this 18th day of August, 1938.

(SEAL) ATTEST:
J.B.McLEES, County Clerk
By C. BUCKLEY, Deputy.

WALTER BELLON
T. LeROY RICHARDS
JOHN P. FADDIS
HARVEY D. HICKS
B.A.SWEET
Board of Supervisors.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with O.B.McClintock Co. for installation of Burglar Alarm System in City-County Building. Being Document No. 309645.

J.M.ASHLEY
City Clerk of the City of San Diego, California.

By Helen M. Welch Deputy.

FORM OF CONTRACT

THIS AGREEMENT, made and entered into this 16 day of August, 1938, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, acting by and through its Council, and THE COUNTY OF SAN DIEGO, a political subdivision of the State of California, acting by and through its Board of Supervisors, parties of the first part, hereinafter sometimes referred to as the "Owner", and M.J.FIELDING dba FIELDING ELECTRIC party of the second part, hereinafter sometimes designated as the "Contractor", WITNESSETH:

ARTICLE I.

That for and in consideration of the covenants and agreements hereinafter contained upon the part of the "Owner", and the sums of money hereinafter designated to be paid to the Contractor by the Owner, in manner and form as hereinafter in attached specifications provided, the Contractor hereby covenants and agrees to and with the "Owner", to furnish all labor, tools, appliances, equipment, plant and transportation and any and all other expense necessary or incidental to the performance of certain work hereinafter specified for furnishing and installing the Electrical Fixtures in the City and County Administration Building on the Civic Center Site on the tidelands between Ash Street and Grape Street, in the City of San Diego, in the County of San Diego, State of California, all as more particularly and in detail set forth in those certain plans and specifications filed in the office of the City Clerk of the City of San Diego on the 18 day of July, 1938, which said specifications are marked Document No. 309031, and endorsed: "Specifications for Furnishing & installing complete the electrical fixtures in the Civic Center Adm. Bldg." and which said plans are marked Document No. 309031, and endorsed "Plans for Electrical Fixtures for Civic Center Administration Bldg."; said plans consisting of 14 sheets and said specifications consisting of 25 sheets. True copies of the Notice Inviting Bids, Proposal of Contractor, and Specifications are hereunto annexed, marked Exhibit "A", by reference thereto incorporated herein and made a part hereof as though in this paragraph fully set forth; likewise said plans are by reference thereto incorporated herein and made a part hereof as though in this paragraph fully set forth.

ARTICLE II.

In consideration of the construction and completion of the work by the Contractor herein undertaken, according to the terms of this contract, and the faithful performance of all the obligations and covenants by the Contractor herein undertaken and agreed upon, the Contractor shall be paid as is provided in the Specifications attached hereto.

ARTICLE III.

The Contractor hereby agrees that he will be bound by each and every part of the plans and specifications, and do and cause to be done all of said work and improvement as specified in the specifications and as shown upon the plans, as the same may be interpreted by the Architects named in said specifications in charge of the work, subject to the approval of the Council of the City of San Diego and the Board of Supervisors of the County of San Diego.

ARTICLE IV.

No interest in this agreement shall be transferred by the Contractor to any other party, and any such transfer shall cause annulment of this contract so far as the "Owner" is concerned. All rights of action, however, for any breach of this contract are reserved to said "Owner".

The Contractor shall be obligated to perform directly and without sub-contracting, not less than twenty-five per centum (25%) of the project, to be calculated on the basis of the contract price and the cost of the materials, supplies and equipment furnished by the "Owner".

ARTICLE V.

The Contractor shall keep harmless and indemnify the City of San Diego and the County of San Diego, its officers and agents, from all damage, cost or expense that arises or is set up for infringement of patent rights of any one for use by said City and/or said County, its officers or agents, of articles supplied by the Contractor under this contract, of which he is not patentee, or which he is not entitled to use or sell; all as more particularly provided in paragraph XXXVII of the General Conditions which form a part of this Contract.

ARTICLE VI.

The Contractor further agrees and covenants that neither the Contractor, nor any sub-contractor, doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic upon any of the work provided for in this contract to be done, shall require or permit any such laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day, in violation of the provisions of Section 653c of the Penal Code of the State of California; and that the Contractor shall forfeit as a penalty to the City of San Diego and to the County of San Diego Ten (\$10.00) Dollars for each laborer, workman or mechanic employed by the Contractor or by any sub-contractor upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of the provisions of said Section of the Penal Code; and that the Contractor will not knowingly employ or cause or allow to be employed upon any of the work provided in this contract to be done, any alien, contrary to the provisions of the Public Works Alien Employment Act of the State of California (Stats. of 1931, Ch. 398); and that the Contractor shall forfeit as a penalty to said City and said County Ten (\$10.00) Dollars for each alien knowingly employed upon any of the work provided in this contract to be done, by the Contractor or any sub-contractor, contrary to the provisions of said statute, for each calendar day, or portion thereof, during which such alien is permitted or required to labor in violation thereof.

ARTICLE VII.

The Contractor further agrees that in the performance of the work contemplated by this contract, he will conform to and abide by all the requirements and provisions of the Charter of the City of San Diego and of the Public Works Wage Rate Act of the State of California (Div. II, Part 7, Chap. 1, Articles 1, 2 and 3 of the California Labor Code); and that not less than the prevailing rate of per diem wages hereinafter specified shall be paid to all laborers, workmen and mechanics employed by the Contractor, or any sub-contractor, in the performance of the work contemplated by this contract; and that the Contractor shall forfeit as a penalty to said City and said County Ten (\$10.00) Dollars for each laborer, workman or mechanic employed, for each calendar day, or portion thereof, such laborer, workman or mechanic is paid less than the following specified rate for any work done under this contract by the Contractor, or by any sub-contractor;

<u>Position</u>	<u>8 Hour Day</u>	<u>Pay Scale Day</u>
Asbestos Workers		\$ 10.00
Bricklayer		12.00
Bricklayers' Tenders		7.00
Blacksmith		6.00
Carpenter (Rough and Finish)		8.00
Composition Floor Finisher		10.00
Cement Finishers		10.00
Caulkers		6.00
Clerks		6.00
Compressor Operator		10.00
Concrete Mixermen		10.00
Concrete Spreaders		5.00
Concrete Tampers		5.00
Electrical Workers		10.00
Engineers - hoisting, portable, quarries, tractors over 50 H.P., rollers, mixers		10.00
Glass Workers		8.00
Iron Workers: Ornamental, Structural, Mchy. movers, etc.		11.00
Apprentices		6.00
Laborers, building and common		5.00
Laborers, cement		5.00
Millmen - Planing mill department		8.00
Millmen - sash and door		7.00
Millwrights		9.00
Materialmen		6.00
Painters		8.00
Plasterers (6 hour day)		9.00
Plasterers' Tenders (6 hour day)		8.10
Reinforcing Steel Workers		9.00
Sheet Metal Workers		9.00
Teamsters		5.00
Tractor Operators - Under 50 H.P.		6.00
Timekeepers		6.00
Truck Driver - under 15,500 pounds		5.44
Truck Driver - over 15,500 pounds		6.00
Watchman		5.00
Welders		11.00
Skilled labor not hereinabove enumerated		8.00

Legal holidays, including Sundays and Saturdays where crafts work a five day work week, and other overtime when permitted by law, to be paid for at the rate of time and one-half.

All of the above wage rates are based on an eight hour day with the exception of the wage rates for plasterers and plasterers' tenders, which are based on a six hour day. The hourly wage rate is the per diem rate hereinabove prescribed divided by the aforementioned number of hours constituting a working day.

ARTICLE VIII.

It is mutually agreed between the parties hereto that in no case unauthorized by the Charter of the City of San Diego or the Charter of the County of San Diego, or the general laws in effect in said City and in said County, shall said City or said County, or any department, board or officer thereof, be liable for any portion of the contract price.

IN WITNESS WHEREOF, this contract is executed by a majority of the members of the Council of the City of San Diego and by a majority of the Board of Supervisors of the County of San Diego, under and pursuant to resolutions authorizing such execution, and the Contractor has executed these presents the day and year first hereinabove written.

(SEAL) ATTEST:
J.M.ASHLEY, City Clerk
By FRED W. SICK,

(SEAL) ATTEST:
J.B.MCLEES, County Clerk
By C.BUCKLEY, Deputy

THE CITY OF SAN DIEGO
By P.J.BENBOUGH
RAYMOND M. WANSLEY
ADDISON E. HOUSH
HERBERT E. FISH
JOHN S. SIEBERT
Members of the Council

THE COUNTY OF SAN DIEGO
By WALTER BELLON
T. LeROY RICHARDS
JOHN P. FADDIS
HARVEY D. HIGGS
B.A.SWEET
Board of Supervisors

M.J.FIELDING, dba
FIELDING ELECTRIC
Contractor

(If executed by an individual or partnership contractor, appropriate changes shall be made in the last preceding paragraph.)

I hereby approve the form of the foregoing contract, this 16th day of August, 1938.
D.L.AULT
City Attorney of the City of San Diego.
By H.B.DANIEL
Assistant City Attorney.

I hereby approve the form of the foregoing contract, this 18 day of August, 1938.
JAMES B. ABBEY
District Attorney of the County of San Diego.
By V. C. WINNEK
Deputy District Attorney.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, the Council of the City of San Diego, by Resolution No. 68031, passed Aug. 16, 1938, and the Board of Supervisors of the County of San Diego, by Resolution, passed Aug. 15, 1938 have awarded to M.J.Fielding DBA FIELDING ELECTRIC hereinafter designated as the "Principal", a Contract for furnishing and installing complete the Electrical Fixtures in the City and County Administration Building on the Civic Center Site on the tidelands between Ash Street and Grape Street, in the City of San Diego, California; and

WHEREAS, said Principal is required under the terms of said Contract to furnish a Bond for the faithful performance of said contract;

NOW, THEREFORE, We, the Principal, and UNITED STATES FIDELITY AND GUARANTY CO. as Surety, are held and firmly bound unto the CITY OF SAN DIEGO, hereinafter called the "City", and unto the COUNTY OF SAN DIEGO, hereinafter called the "County", in the penal sum of Fourteen Thousand Seven Hundred Dollars (\$14,700.00), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of San Diego and the County of San Diego, their officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

And the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this 16th day of August, 1938, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

M.J.FIELDING, DBA
FIELDING ELECTRIC
Principal
By M.J.FIELDING

UNITED STATES FIDELITY AND GUARANTY CO. Surety.
R. VICTOR VENBERG, Attorney in fact.

(SEAL) ATTEST:
E.W.HIGGINS

If executed by an individual or partnership contractor, appropriate changes shall be made in the last preceding paragraph.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 16th day of August in the year one thousand nine hundred and Thirty-eight, before me, E.W.Higgins a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared R.Victor Venberg known to me to be the duly authorized Attorney-in-fact of the UNITED STATES FIDELITY AND GUARANTY COMPANY, and the same person whose name is subscribed to the within instrument as the Attorney-in-fact of said Company, and the said R. Victor Venberg duly acknowledged to me that he subscribed the name of the UNITED STATES FIDELITY AND GUARANTY COMPANY thereto as Surety and his own name as Attorney-in-Fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)
My Commission Expires,
Feb. 27, 1941.

E.W.HIGGINS
Notary Public in and for San Diego County,
State of California.

I hereby approve the form of the within Bond this 16th day of August, 1938.

D.L.AULT
City Attorney of the City of San Diego, California
By H.B.DANIEL
Assistant City Attorney.

I hereby approve the form of the within Bond this 18 day of August, 1938.

JAMES B. ABBEY
District Attorney of the County of San Diego, California.
By V.C.WINNEK
Deputy District Attorney.

Approved by a majority of the Board of Supervisors of the County of San Diego this 18th day of August, 1938.

(SEAL) ATTEST:
J.B.McLEES, County Clerk
By C. BUCKLEY, Deputy.

WALTER BELLON
T.LEROY RICHARDS
JOHN P. FADDIS
HARVEY D. HICKS
B.A.SWEET
Board of Supervisors

Approved by a majority of the members of the Council of the City of San Diego this 17th day of August, 1938.

(SEAL) ATTEST:
J.M.ASHLEY, City Clerk
By FRED W. SICK, Deputy.

P.J.BENBOUGH
RAYMOND M. WANSLEY
ADDISON E. HOUSH
HERBERT E. FISH
JOHN S. SIEBERT
Members of the Council

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS, That WHEREAS, the Council of the City of San Diego, State of California, by Resolution No. 68031, passed Aug. 16, 1938, and the Board of Supervisors of the County of San Diego, State of California, by Resolution, passed Aug. 15, 1938, have awarded to M.J.Fielding DBA Fielding Electric hereinafter designated as the "Principal", a Contract for furnishing and installing complete the Electrical Fixtures in the City and County Administration Building on the Civic Center Site on the Tidelands between Ash Street and Grage Street, in the City of San Diego, California; and

WHEREAS, said Principal is required to furnish a Bond in connection with said Contract, providing that if said Principal, or any of his or its sub-contractors, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the Surety on this Bond will pay the same to the extent hereinafter set forth;

NOW, THEREFORE, We, the Principal, and UNITED STATES FIDELITY AND GUARANTY CO. as Surety, are held and firmly bound unto the CITY OF SAN DIEGO, hereinafter called the "City" and unto the COUNTY OF SAN DIEGO, hereinafter called the "County", in the penal sum of Seven thousand three hundred and fifty dollars (\$7350.00), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said principal, his or its heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind as required by the provisions of an Act of the Legislature of the State of California, entitled, "An Act to secure the payment of claims of persons employed by contractors upon public works, and the claim of persons who furnish materials, supplies, teams, implements, or machinery used or consumed by such contractors in the performance of such work, and prescribing the duties of certain public officers with respect thereto," approved May 10, 1919, as amended, and provided that the persons, companies or corporations so furnishing said materials, provisions, provender, or other supplies, teams, appliances or power used in, upon, for or about the performance of the work contracted to be executed or performed, or any person, company or corporation renting or hiring teams or implements or machinery or power for or contributing to said work to be done, or any person who performs work or labor upon the same, or any person who supplies both work and materials therefor, shall have complied with the provisions of said Act, then said Surety will pay the same in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fee as shall be fixed by the court, awarded and taxed as in the above mentioned Statute provided.

This Bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under said Act, so as to give a right of action to them or their assigns in any suit brought upon this bond.

And the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their seals this 16th day of August, 1938, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

M.J.FIELDING dba
FIELDING ELECTRIC
Principal
By M.J.FIELDING

UNITED STATES FIDELITY AND GUARANTY CO.
Surety.
By R. VICTOR VENBERG, Attorney-in-fact.

(SEAL) ATTEST:
E.W.HIGGINS

If executed by an individual or partnership contractor, appropriate changes shall be made in the last preceding paragraph.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 16th day of August in the year one thousand nine hundred and Thirty-Eight, before me, E.W.Higgins, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared R. Victor Venberg known to me to be the duly authorized Attorney-in-Fact of the UNITED STATES FIDELITY AND GUARANTY COMPANY, and the same person whose name is subscribed to the within instrument as the Attorney-in-fact of said Company, and the said R. Victor Venberg duly acknowledged to me that he subscribed the name of the UNITED STATES FIDELITY AND GUARANTY COMPANY thereto as Surety and his own name as Attorney-in-fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

E. W. HIGGINS
Notary Public in and for San Diego County,
State of California.

(SEAL)
My Commission Expires,
Feb. 27, 1941.

I hereby approve the form of the within Bond this 16 day of August, 1938

D.L.AULT
City Attorney of the City of San Diego, California
By H.B.DANIEL
Assistant City Attorney.

Approved by a majority of the members of the Council of the City of San Diego, this 17th day of August, 1938.

P.J.BENBOUGH
RAYMOND M. WANSLEY
ADDISON E. HOUSH
HERBERT E. FISH
JOHN S. SIEBERT
Members of the Council

(SEAL) ATTEST:
J.M.ASHLEY, City Clerk
By FRED W. SICK, Deputy City Clerk

I hereby approve the form of the within Bond this 18 day of August, 1938.

JAMES B. ABBEY
District Attorney of the County of San Diego, California
By V. C. WINNEK
Deputy District Attorney.

Approved by a majority of the Board of Supervisors of the County of San Diego this 18th day of August, 1938.

WALTER BELLON
T. LeRoy RICHARDS
JOHN P. FADDIS
HARVEY D. HICKS
B. A. SWEET
Board of Supervisors

(SEAL) ATTEST:
J.B.McLEES, County Clerk
By C. BUCKLEY, Deputy.

UNITED STATES FIDELITY AND GUARANTY COMPANY
LOS ANGELES, CAL.
111 West 7th Street
August 27th, 1938.

City Clerk
City of San Diego
San Diego, California.

Re: Fielding Electric - 12-1451-38
Contract - furnish and install all
electrical work for the City and
County Administration Building.

Gentlemen:

Copy of the Certificate of Authority of the United States Fidelity and Guaranty Company to transact business as a surety company in the State of California is on file with the Federal Emergency Administration of Public Works, Los Angeles, California, and said Certificate is in full force and effect.

YOURS VERY TRULY,
UNITED STATES FIDELITY AND GUARANTY COMPANY
By H.V.D. JOHNS, Attorney-in-fact.

(SEAL)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with M.J.Fielding for furnishing and installing complete electrical fixtures in City-County Administration Building. Being Document No. 309646.

J.M.ASHLEY
City Clerk of the City of San Diego, California.

By Helen M. Wallig Deputy.

FORM OF CONTRACT

THIS AGREEMENT, made and entered into this 16th day of August, 1938, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, acting by and through its Council, and THE COUNTY OF SAN DIEGO, a political subdivision of the State of California, acting by and through its Board of Supervisors, parties of the first part, hereinafter sometimes referred to as the "Owner", and Herring-Hall-Marvin Save Company, a corporation, party of the second part, hereinafter sometimes designated as the "Contractor", WITNESSETH:

ARTICLE I.

That for and in consideration of the covenants and agreements hereinafter contained upon the part of the "Owner", and the sums of money hereinafter designated to be paid to the Contractor by the Owner, in manner and form as hereinafter in attached specifications provided, the Contractor hereby covenants and agrees to and with the "Owner", to furnish all labor, tools, appliances, equipment, plant and transportation and any and all other expense necessary or incidental to the performance of certain work hereinafter specified for furnishing and installing the Vault Doors in the City and County Administration Building on the Civic Center Site on the tidelands between Ash Street and Grape Street, in the City of San Diego, in the County of San Diego, State of California, all as more particularly and in detail set forth in those certain plans and specifications filed in the office of the City Clerk of the City of San Diego on the 18th day of July, 1938, which said specifications are marked Document No. 309032, and endorsed: "Specifications for furnishing & installing complete the vault doors in the San Diego City & County Administration Building," and which said plans are marked Document No. 309032, and endorsed: "Plans for vault doors for Civic Center Administration Building"; said plans consisting of sheets and said specifications consisting of 26 sheets. True copies of the Notice Inviting Bids, Proposal of Contractor, and Specifications are hereunto annexed, marked Exhibit "A" by reference thereto incorporated herein and made a part hereof as though in this paragraph fully set forth; likewise said plans are by reference thereto incorporated herein and made a part hereof as though in this paragraph fully set forth.

ARTICLE II.

In consideration of the construction and completion of the work by the Contractor herein undertaken, according to the terms of this contract, and the faithful performance of all the obligations and covenants by the Contractor herein undertaken and agreed upon, the Contractor shall be paid as is provided in the Specifications attached hereto.

ARTICLE III.

The Contractor hereby agrees that he will be bound by each and every part of the plans and specifications, and do and cause to be done all of said work and improvement as specified in the specifications and as shown upon the plans, as the same may be interpreted by the Architects named in said specifications in charge of the work, subject to the approval of the Council of the City of San Diego and the Board of Supervisors of the County of San Diego.

ARTICLE IV.

No interest in this agreement shall be transferred by the Contractor to any other party, and any such transfer shall cause annulment of this contract so far as the "Owner" is concerned. All rights of action, however, for any breach of this contract are reserved to said "Owner".

The Contractor shall be obligated to perform directly and without sub-contracting, not less than twenty-five per centum (25%) of the project, to be calculated on the basis of the contract price and the cost of the materials, supplies and equipment furnished by the "Owner".

ARTICLE V.

The Contractor shall keep harmless and indemnify the City of San Diego and the County of San Diego, its officers and agents, from all damage, cost or expense that arises or is set up for infringement of patent rights of any one for use by said City and/or said County, its officers or agents, of articles supplied by the Contractor under this contract, of which he is not patentee, or which he is not entitled to use or sell; all as more particularly provided in paragraph XXXVII of the General Conditions which form a part of this Contract.

ARTICLE VI.

The Contractor further agrees and covenants that neither the Contractor, nor any sub-contractor, doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic upon any of the work provided for in this contract to be done, shall require or permit any such laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day, in violation of the provisions of Section 653c of the Penal Code of the State of California; and that the Contractor shall forfeit as a penalty to the City of San Diego and to the County of San Diego Ten (\$10.00) Dollars for each laborer, workman or mechanic employed by the Contractor or by any sub-contractor upon any of the work by this contract provided to be done for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of the provisions of said Section of the Penal Code; and that the Contractor will not knowingly employ or cause or allow to be employed upon any of the work provided in this contract to be done, any alien, contrary to the provisions of the Public Works Alien Employment Act of the State of California (Stats. of 1931, Ch. 398); and that the Contractor shall forfeit as a penalty to said City and said County Ten (\$10.00) Dollars for each alien knowingly employed upon any of the work provided in this contract to be done, by the Contractor or any sub-contractor, contrary to the provisions of said statute, for each calendar day, or portion thereof, during which such alien is permitted or required to labor in violation thereof.

ARTICLE VII.

The Contractor further agrees that in the performance of the work contemplated by this contract, he will conform to and abide by all the requirements and provisions of the Charter of the City of San Diego and of the Public Works Wage Rate Act of the State of California (Div. II, Part 7, Chap. 1, Articles 1, 2 and 3 of the California Labor Code); and that not less than the prevailing rate of per diem wages hereinafter specified shall be paid to all laborers, workmen and mechanics employed by the Contractor, or any sub-contractor in the performance of the work contemplated by this contract; and that the Contractor shall forfeit as a penalty to said City and said County Ten (\$10.00) Dollars for each laborer, workman or mechanic employed, for each calendar day, or portion thereof, such laborer, workman or mechanic is paid less than the following specified rate for any work done under this contract by the Contractor, or by any sub-contractor;

<u>Position</u>	<u>8 Hour day</u>	<u>Pay Scale Day</u>
Asbestos Workers		\$ 10.00
Bricklayer		12.00
Bricklayers' Tenders		7.00
Blacksmith		6.00
Carpenter (Rough and Finish)		8.00
Composition Floor Finisher		10.00
Cement Finishers		10.00

Caulkers	6.00
Clerks	6.00
Compressor Operator	10.00
Concrete Mixermen	10.00
Concrete Spreaders	5.00
Concrete Tampers	5.00
Electrical Workers	10.00
Engineers - hoisting, portable, quarries, tractors over 50 H.P., rollers mixers	10.00
Glass Workers	8.00
Iron Workers:Ornamental,Structural, Mchy. movers, etc.	11.00
Apprentices	6.00
Laborers, building and common	5.00
Laborers, cement	5.00
Millmen - Planing mill department	8.00
Millmen - sash and door	7.00
Millwrights	9.00
Materialmen	6.00
Painters	8.00
Plasterers (6 hour day)	9.00
Plasterers' Tenders (6 hour day)	8.10
Reinforcing Steel Workers	9.00
Sheet Metal Workers	9.00
Teamsters	5.00
Tractor Operators - Under 50 H.P.	6.00
Timekeepers	6.00
Truck Driver - under 15,500 pounds	5.44
Truck Driver - over 15,500 pounds	6.00
Watchman	5.00
Welders	11.00
Skilled labor not hereinabove enumerated	8.00

Legal holidays, including Sundays and Saturdays where crafts work a five day work week, and other overtime when permitted by law, to be paid for at the rate of time and one-half.

All of the above wage rates are based on an eight hour day with the exception of the wage rates for plasterers and plasterers' tenders, which are based on a six hour day. The hourly wage rate is the per diem rate hereinabove prescribed divided by the aforementioned number of hours constituting a working day.

ARTICLE VIII.

It is mutually agreed between the parties hereto that in no case unauthorized by the Charter of the City of San Diego or the Charter of the County of San Diego, or the general laws in effect in said City and in said County, shall said City or said County, or any department, board or officer thereof, be liable for any portion of the contract price.

IN WITNESS WHEREOF, this contract is executed by a majority of the members of the Council of the City of San Diego and by a majority of the Board of Supervisors of the County of San Diego, under and pursuant to resolutions authorizing such execution, and the Contractor has caused these presents to be executed, and its corporate name and seal to be hereunto attached by its proper officers thereunto duly authorized, the day and year first hereinabove written.

(SEAL) ATTEST:
J.M.ASHLEY, City Clerk
By FRED W. SICK, Deputy.

THE CITY OF SAN DIEGO,
By P.J.BENBOUGH
RAYMOND M. WANSLEY
ADDISON E. HOUSH
HERBERT E. FISH
JOHN S. SIEBERT
Members of the Council

(SEAL) ATTEST:
J.B.McLEES, County Clerk
By C. BUCKLEY, Deputy.

THE COUNTY OF SAN DIEGO
By WALTER BELLON
T. LeROY RICHARDS
JOHN P. FADDIS
HARVEY D. HICKS
B.A.SWEET
Board of Supervisors

(SEAL) ATTEST:
C.E.MILLER, Asst. Secretary.

HERRING²HALL-MARVIN SAFE COMPANY, Contractor
Per J.S.NICOLSON, Secretary and Treasure

(If executed by an individual or partnership contractor, appropriate changes shall be made in the last preceding paragraph.)

I hereby approve the form of the foregoing contract, this 16th day of August, 1938.
D.L.AULT
City Attorney of the City of San Diego
By H.B.DANIEL
Assistant City Attorney.

I hereby approve the form of the foregoing contract, this 18 day of August, 1938.
JAMES B. ABBEY
District Attorney of the County of San Diego
By V. C. WINNEK
Deputy District Attorney.

No. 178232

THE TRAVELERS
THE TRAVELERS INSURANCE COMPANY
THE TRAVELERS INDEMNITY COMPANY
CONTRACTOR'S INSURANCE CERTIFICATE.

This is to certify that policies, certificates or endorsements of insurance as described below have been issued by The Travelers Insurance Company and/or The Travelers Indemnity Company to the contractor for whom this Certificate is issued and are in force at this time. If canceled or changed during the periods of coverage as stated herein in such manner as to affect this Certificate, written notice will be given to the Principal at whose request this Certificate has been issued.

- 1. Name and address of Owner or Contractor to whom Certificate is issued (herein called "Principal"). City of San Diego and County of San Diego, California.
- 2. Location of operations of Principal to which this Certificate applies. Civic Centre, San Diego, California.
- 3. Name and address of Contractor for whom this Certificate is issued (herein called "Employer" or "Assured"). Herring-Hall-Marvin Safe Company, Hamilton, Ohio.
- 4. Policies and Certificates in force - Direct Liability.
 - (a) Compensation Policy in state named in Item 2. Policy Number PaUB8656701. Effective Date Jan. 1, '38. Expiration Date Jan. 1, '39. Limits of Liability: None.
 - (b) Public Liability Policy--personal injuries. Policy Number DEX2484406. Effective Date Jan. 1, '38. Expiration Date Jan. 1, '39. Limits of Liability \$50,000 each person; \$100,000 each accident.
 - (c) Property Damage--Policy or Certificate. Policy Number DEX2484406. Effective Date Jan. 1, '38. Expiration Date Jan. 1, '39. Limits of Liability \$5,000 each accident; \$25,000 aggregate.

The following business operations are covered under the policies or certificates listed, subject, however, to any exceptions for Property Damage noted below:

Furnishing and installing vault doors at Civic Centre as per contract.
Liability for damage to property caused by (Enter "Explosions of any character" or "Explosions of any character or building or structure collapse".) is excluded for operations classified as _____ Code No. _____.

5. Endorsements and Certificates in force--Protective Liability.		End.	Form	Effective Date	Expiration Date	Limits of Liability.
(a) Protective Public Liability--personal injuries						\$ each person \$ each accident
(b) Protective Property Damage						\$ each accident

All operations sublet by the Principal and included as part of the Assured's contract with the Principal are covered if entries so indicating are made herein.

Branch _____ THE TRAVELERS INSURANCE COMPANY
Dated 8/17/38 _____ THE TRAVELERS INDEMNITY COMPANY
STARKWEATHER & SHEPLEY, INC.
By ROBERT M. PENE

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, the Council of the City of San Diego, by Resolution No. 68030, passed August 16, 1938, and the Board of Supervisors of the County of San Diego, by Resolution passed August 15, 1938, have awarded to Herring-Hall-Marvin Safe Company hereinafter designated as the "Principal", a Contract for furnishing and installing complete the Vault Doors in the City and County Administration Building on the Civic Center Site on the tidelands between Ash Street and Grape Street, in the City of San Diego, California; and

WHEREAS, said Principal is required under the terms of said contract to furnish a Bond for the faithful performance of said contract;

NOW, THEREFORE, We, the Principal, and The Fidelity and Casualty Company of New York, a Corporation organized and existing under the laws of the State of New York, 80 Maiden Lane, New York City, N.Y. and authorized to do a surety business in the State of California, as Surety, are held and firmly bound unto the CITY OF SAN DIEGO, hereinafter called the "City", and unto the COUNTY OF SAN DIEGO, hereinafter called the "County", in the penal sum of Seven thousand, eight hundred and twenty-five Dollars (\$7,825.00), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of San Diego and the County of San Diego, their officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

And the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this 16th day of August, 1938, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(SEAL) ATTEST: HERRING-HALL-MARVIN SAFE COMPANY, Principal.
C.E.MILLER, Ass't. Secretary. By J.S.NICOLSON, Secretary and Treasurer.

(SEAL) THE FIDELITY AND CASUALTY COMPANY OF NEW YORK, SURETY
By C.J.STAFFORD, Attorney.

If executed by an individual or partnership contractor, appropriate changes shall be made in the last preceding paragraph.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,) ss

On this 16th day of August in the year One Thousand Nine Hundred and thirty-eight before me Zelda B. Melancon a Notary Public in and for the said County of San Diego residing therein, duly commissioned and sworn, personally appeared C.J.Stafford known to me to be the Attorney of The Fidelity and Casualty Company of New York, the Corporation that executed the within instrument, and known to me to be the person who executed the said instrument on behalf of the Corporation therein named and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of San Diego the day and year in this certificate first above written.

ZELDA B. MELANCON
Notary Public in and for the County of San Diego,
State of California.
(SEAL)
My Commission Expires Mar. 12, 1942.

I hereby approve the form of the within Bond this 16th day of August, 1938.

D.L.AULT
City Attorney of the City of San Diego, California
By H. B. DANIEL
Assistant City Attorney.

Approved by a majority of the members of the Council of the City of San Diego, this 17th day of August, 1938.

(SEAL) ATTEST:
J.M.ASHLEY, City Clerk
By FRED W. SICK, Deputy.

P.J.BENBOUGH
RAYMOND M. WANSLEY
ADDISON E. HOUSH
HERBERT E. FISH
JOHN S. SIEBERT
Members of the Council

I hereby approve the form of the within Bond this 18 day of August, 1938.

JAMES B. ABBEY
District Attorney of the County of San Diego, California
By V.C.WINNEK
Deputy District Attorney.

Approved by a majority of the Board of Supervisors of the County of San Diego this 18th day of August, 1938.

(SEAL) ATTEST:
J.B. McLEES, County Clerk
By C. BUCKLEY, Deputy.

WALTER BELLON
T. LeROY RICHARDS
JOHN P. FADDIS
HARVEY D. HICKS
B.A.SWEET
Board of Supervisors

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS, That WHEREAS, the Council of the City of San Diego, State of California, by Resolution No. 68030, passed Aug. 16, 1938, and the Board of Supervisors of the County of San Diego, State of California, by Resolution, passed Aug. 15, 1938, have awarded to Herring-Hall-Marvin Safe Company, hereinafter designated as the "Principal", a Contract for furnishing and installing complete the Vault Doors in the City and County Administration Building on the Civic Center Site on the tidelands between Ash Street and Grape Street, in the City of San Diego, California; and

WHEREAS, said Principal is required to furnish a Bond in connection with said Contract, providing that if said Principal, or any of his or its sub-contractors, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the Surety on this Bond will pay the same to the extent hereinafter set forth.

NOW, THEREFORE, We, the Principal, and THE FIDELITY and CASUALTY COMPANY OF NEW YORK, a Corporation organized and existing under the laws of the State of New York, 80 Maiden Lane, New York City, N.Y. and authorized to do a surety business in the State of California, as Surety, are held and firmly bound unto the CITY OF SAN DIEGO, hereinafter called the "City" and unto the COUNTY OF SAN DIEGO, hereinafter called the "County", in the penal sum of Three Thousand Nine Hundred and Twelve and 50/100 Dollars (\$3,912.50), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said principal, his or its heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind as required by the provisions of an Act of the Legislature of the State of California, entitled, "An Act to secure the payment of claims of persons employed by contractors upon public works, and the claim of persons who furnish materials, supplies, teams, implements, or machinery used or consumed by such contractors in the performance of such work, and prescribing the duties of certain public officers with respect thereto," approved May 10, 1919, as amended, and provided that the persons, companies or corporations so furnishing said materials provisions, provender, or other supplies, teams, appliances or power used in, upon, for or about the performance of the work contracted to be executed or performed, or any person, company or corporation renting or hiring teams or implements or machinery or power for or contributing to said work to be done, or any person who performs work or labor upon the same, or any person who supplies both work and materials therefor, shall have complied with the provisions of said Act, then said Surety will pay the same in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fee as shall be fixed by the court, awarded and taxed as in the above mentioned Statute provided.

This Bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under said Act, so as to give a right of action to them or their assigns in any suit brought upon this bond.

And the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their seals this 16th day of August, 1938, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(SEAL) ATTEST:
C.E.MILLER, Ass't. Secretary.

HERRING-HALL-MARVIN SAFE COMPANY, Principal
Per J.S.NICOLSON, Secretary and Treasurer

(SEAL)

THE FIDELITY AND CASUALTY COMPANY OF NEW YORK
Surety.
By C.J.STAFFORD, Attorney

If executed by an individual or partnership contractor, appropriate changes shall be made in the last preceding paragraph.

JAMES B. ABBEY
District Attorney of the County of San Diego,
California.

By V.C. WINNEK
Deputy District Attorney.

Approved by a majority of the Board of Supervisors of the County of San Diego
this 18th day of August, 1938.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 16th day of August in the year One Thousand Nine Hundred and Thirty-eight, before me Zelda B. Melancon a Notary Public in and for the said County of San Diego, residing therein, duly commissioned and sworn, personally appeared C.J. Stafford known to me to be the Attorney of The Fidelity and Casualty Company of New York, the Corporation that executed the within instrument, and known to me to be the person who executed the said instrument on behalf of the Corporation therein named and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of San Diego the day and year in this certificate first above written.

ZELDA B. MELANCON

Notary Public in and for the County of San Diego,
State of California.

(SEAL)

My Commission Expires,
Mar. 12, 1942.

I hereby approve the form of the within Bond this 16th day of August, 1938.

D.L. AULT

City Attorney of the City of San Diego, California.

By H.B. DANIEL

Assistant City Attorney.

Approved by a majority of the members of the Council of the City of San Diego, this 17th day of August, 1938.

P.J. BENBOUGH

RAYMOND M. WANSLEY

ADDISON E. HOUSH

HERBERT E. FISH

JOHN S. SIEBERT

Members of the Council

(SEAL) ATTEST:

J.M. ASHLEY, City Clerk

By FRED W. SICK, Deputy City Clerk.

I hereby approve the form of the within Bond this 18th day of August, 1938.

WALTER BELLON

T. LeROY RICHARDS

JOHN P. FADDIS

HARVEY D. HICKS

B.A. SWEET

Board of Supervisors.

(SEAL) ATTEST:

J.B. McLEES, County Clerk

By C. BUCKLEY, Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Herring-Hall-Marvin Safe Co. for furnishing and installing complete Vault Doors in City-County Bldg. Being Document No. 309644.

J.M. ASHLEY

City Clerk of the City of San Diego, California.

By Helen M. Willig Deputy.

UNDERTAKING FOR STREET LIGHTING

FIVE POINTS LIGHTING DISTRICT NO. 1.

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of THREE HUNDRED DOLLARS (\$300.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 22nd day of August, 1938.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into contract with said The City of San Diego, under and pursuant to Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), to do all work upon INDIA STREET, KETTNER BOULEVARD, CALIFORNIA STREET, MOORE STREET, HANCOCK STREET, HARASTHY STREET, ANDREWS STREET, WINDER STREET, within the limits and as particularly described in Resolution of Intention No. 67551, adopted by said City May 10, 1938, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, Principal

(SEAL) ATTEST:

J.A. CANNON, Secretary.

By L.M. KLAUBER, Vice President

THE AETNA CASUALTY AND SURETY COMPANY, Surety.

(SEAL) ATTEST:

E.L. TOLSON, Resident Assistant Secretary.

By PAUL WOLCOTT, Resident Vice-President.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 22nd day of August, in the year nineteen hundred thirty-eight, before me, FRANCES S. BOWERS, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Paul Wolcott, known to me to be the Resident Vice-President and E.L. Tolson, known to me to be the Resident Assistant Secretary of The Aetna Casualty and Surety Company, the corporation which executed the within and annexed instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

FRANCES S. BOWERS

Notary Public in and for said San Diego County,
State of California.

(SEAL)

I hereby approve the form of the foregoing Undertaking this 23rd day of August, 1938.

D.L.AULT, City Attorney
By J.H.McKINNEY, Deputy City Attorney.

I HEREBY CERTIFY that the Council of the City of San Diego did by Resolution No. 67977 passed and adopted on the 2nd day of August, 1938, require and fix the sum of \$300.00 as the penal sum of the foregoing Undertaking.

(SEAL) J.M.ASHLEY
City Clerk of the City of San Diego.
By FRED W. SICK Deputy.

CONTRACT FOR STREET LIGHTING
FIVE POINTS LIGHTING DISTRICT NO. 1.

THIS AGREEMENT, made and entered into this 23rd day of August, 1938, by and between SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party; and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Council of the City of San Diego, has been awarded the contract for the work hereinafter mentioned,

NOW THEREFORE, the respective parties hereto do promise and agree as follows, to-wit:

Said first party, for the consideration hereinafter mentioned, promises and agrees with the said second party, that it will do and perform, or cause to be done and performed, in a good and workmanlike manner, under the supervision of the City Engineer of said City, all of the following work, to-wit: The furnishing of electric current for the lighting of the ornamental street lights located on the following streets, in the City of San Diego, California, to-wit:

- INDIA STREET, between Andrews Street and Chalmers Street;
- KETTNER BOULEVARD, between Winder Street and Chalmers Street;
- CALIFORNIA STREET, between the southwesterly prolongation of the northwesterly line of Pringle Street and the southwesterly prolongation of the northwesterly line of Winder Street;
- MOORE STREET, between Noell Street and California Street;
- HANCOCK STREET, between Harasthy Street and Chalmers Street;
- HARASTHY STREET, between Pacific Highway and California Street;
- ANDREWS STREET, between California Street and India Street; and
- WINDER STREET, between Hancock Street and Kettner Boulevard.

Such furnishing of electric current shall be for a period of one year from and including August 5, 1938, to and including August 4, 1939.

All of said work shall be done strictly in accordance with the plans and specifications contained in the report of the City Engineer of said City, being document entitled: "Engineer's Report and Assessment for Five Points Lighting District No. 1", filed May 14, 1938 in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of One Thousand One Hundred Ninety-eight and 80/100 Dollars (\$1,198.80) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Five Points Lighting District No. 1 Fund."

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of One Thousand One Hundred Ninety-eight and 80/100 Dollars (\$1,198.80), shall be paid out of any other fund than said special fund designated as "Five Points Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), and acts amendatory thereof and supplemental thereto, and that in pursuance of said Act an assessment has been levied for said sum of One Thousand One Hundred Ninety-eight and 80/100 Dollars (\$1,198.80).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said Act of the Legislature, will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached by its proper officers thereunto duly authorized, and the said second party has caused these presents to be executed by a majority of the members of the Council of said City of San Diego, and attested by the City Clerk of said City, the day and year first hereinabove written.

(SEAL) ATTEST:
J.A.CANNON, Secretary.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
By L. M. KLAUBER, Vice President

(SEAL) ATTEST:
J.M.ASHLEY, City Clerk
By FRED W. SICK, Deputy.

THE CITY OF SAN DIEGO.
By P.J.BENBOUGH
W.C.CRANDALL
RAYMOND M. WANSLEY
ADDISON E. HOUSH
HERBERT E. FISH
BRUCE R. STANNARD
JOHN S. SIEBERT
Members of the Council.

I hereby approve the form of the foregoing Contract, this 23rd day of August, 1938.

D.L.AULT, City Attorney
By J.H.McKINNEY, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract for Street Lighting Five Points Lighting Dict. No. 1. Being Document No. 309656.

J.M.ASHLEY
City Clerk of the City of San Diego, California

By Helen M. Willey Deputy.

UNDERTAKING FOR STREET LIGHTING.
UNIVERSITY AVENUE LIGHTING DISTRICT NO. 1.

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of TWO HUNDRED SEVENTY-FIVE DOLLARS (\$275.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 22nd day of August, 1938.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into contract with said The City of San Diego, under and pursuant to Chapter 247 of the Statutes of the State of California, approved June 6, 1913, (Statutes of 1913, page 421), to do all work upon UNIVERSITY AVENUE, between the northerly prolongation of the east line of Texas Street and the southerly prolongation of the east line of the Alley in Block 209, University Heights; and

30TH STREET, between Lincoln Avenue and Wightman Street, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, Principal
By L.M.KLAUBER, Vice President

(SEAL) ATTEST:
J.A.CANNON, Secretary

THE AETNA CASUALTY AND SURETY COMPANY
By PAUL WOLCOTT, Resident Vice-President

(SEAL) ATTEST:
E.L.TOLSON, Resident Assistant Secretary.

STATE OF CALIFORNIA,) ss
COUNTY OF SAN DIEGO,)

On this 22nd day of August, in the year nineteen hundred thirty-eight before me, Frances S. Bowers, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Paul Wolcott, known to me to be the Resident Vice-President and E. L. Tolson, known to me to be the Resident Assistant Secretary of The Aetna Casualty and Surety Company, the corporation which executed the within and annexed instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

FRANCES S. BOWERS
Notary Public in and for said San Diego County,
State of California.

(SEAL)

I hereby approve the form of the foregoing Undertaking this 23rd day of August, 1938.

D.L.AULT, City Attorney
By J.H.McKINNEY, Deputy City Attorney.

I HEREBY CERTIFY that the Council of the City of San Diego did by Resolution No. 67976 passed and adopted on the 2nd day of August, 1938, require and fix the sum of \$275.00 as the penal sum of the foregoing Undertaking.

J.M.ASHLEY
City Clerk of the City of San Diego.
By FRED W. SICK
Deputy.

(SEAL)

CONTRACT FOR STREET LIGHTING
UNIVERSITY AVENUE LIGHTING DISTRICT NO.1

THIS AGREEMENT, made and entered into this 23rd day of August, 1938, by and between SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Council of the City of San Diego, has been awarded the contract for the work hereinafter mentioned,

NOW, THEREFORE, the respective parties hereto do promise and agree as follows, to-wit:

Said first party, for the consideration hereinafter mentioned, promises and agrees with the said second party, that it will do and perform, or cause to be done and performed, in a good and workmanlike manner, under the supervision of the City Engineer of said City, all of the following work, to-wit: The furnishing of electric current for the lighting of the ornamental street lights located on the following streets in the City of San Diego, California, to-wit:

UNIVERSITY AVENUE, between the northerly prolongation of the east line of Texas Street and the southerly prolongation of the east line of the Alley in Block 209, University Heights; and

30TH STREET, between Lincoln Avenue and Wightman Street.

Such furnishing of electric current shall be for a period of one year from and including August 7, 1938, to-wit, to and including August 6, 1939.

All of said work shall be done strictly in accordance with the plans and specifications contained in the report of the City Engineer of said City, being document entitled: "Engineer's Report and Assessment for University Avenue Lighting District No. 1", filed May 20, 1938 in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of One Thousand Ninety-nine and 20/100 Dollars (\$1,099.20) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "University Avenue Lighting District No. 1 Fund."

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of One Thousand Ninety-nine and 20/100 Dollars (\$1,099.20) shall be paid out of any other fund than said special fund designated as "University Avenue Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), and acts amendatory thereof and supplemental thereto, and that in pursuance of said Act an assessment has been levied for said sum of One Thousand Ninety-nine and 20/100 Dollars (\$1,099.20).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said Act of the Legislature, will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached by its proper officers thereunto duly authorized, and the said second party has caused these presents to be executed by a majority of the members of the Council of said City of San Diego, and attested by the City Clerk of said City, the day and year first hereinabove written.

(SEAL) ATTEST:
J.A.CANNON, Secretary

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
By L.M.KLAUBER, Vice President.

THE CITY OF SAN DIEGO
By P.J.BENBOUGH
W.C.CRANDALL
RAYMOND M. WANSLEY
ADDISON E. HOUSH
HERBERT E. FISH
BRUCE R. STANNARD
JOHN S. SIEBERT
Members of the Council.

(SEAL) ATTEST:
J.M.ASHLEY, City Clerk
By FRED W. SICK, Deputy.

I hereby approve the form of the foregoing Contract, this 23rd day of August, 1938.
D.L.AULT, City Attorney
By J.H.MCKINNEY, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract for University Avenue Lighting District #1. Being Document No. 309658.
J.M.ASHLEY

City Clerk of the City of San Diego, California

By Helen M. Wallig Deputy.

UNDERTAKING FOR STREET LIGHTING SAN DIEGO LIGHTING DISTRICT NO. 1.

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of SEVEN THOUSAND NINE HUNDRED NINETY-NINE DOLLARS (\$7,999.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 22nd day of August, 1938.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into contract with said The City of San Diego, under and pursuant to Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421) to do all work upon INDIA STREET, COLUMBIA STREET, STATE STREET, UNION STREET, FRONT STREET, FIRST AVENUE, SECOND AVENUE, THIRD AVENUE, FOURTH AVENUE, FIFTH AVENUE, SIXTH AVENUE, SEVENTH AVENUE, EIGHTH AVENUE, NINTH AVENUE, TENTH AVENUE, ELEVENTH AVENUE, TWELFTH AVENUE, SIXTEENTH STREET, ASH STREET, A STREET, B STREET, C STREET, BROADWAY, E STREET, F STREET, MARKET STREET, IMPERIAL AVENUE and NATIONAL AVENUE, within the limits and as particularly described in Resolution of Intention No. 67529, adopted by said Council on May 3, 1938, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

(SEAL) ATTEST:
J.A.CANNON, Secretary.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, Principal
By L.M.KLAUBER, Vice President.

(SEAL) ATTEST:
E.L.TOLSON, Resident Assistant Secretary.

THE AETNA CASUALTY AND SURETY COMPANY, Surety,
By PAUL WOLCOTT, RESIDENT Vice President.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 22nd day of August, in the year nineteen hundred thirty-eight, before me, Frances S. Bowers, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Paul Wolcott, known to me to be the Resident Vice-President and E.L. Tolson, known to me to be the Resident Assistant Secretary of the Aetna Casualty and Surety Company, the corporation which executed the within and annexed instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

FRANCES S. BOWERS
Notary Public in and for said San Diego County,
State of California.

I hereby approve the form of the foregoing Undertaking this 23rd day of August, 1938.
D.L. AULT, City Attorney
By J.H. McKINNEY, Deputy City Attorney.

I HEREBY CERTIFY that the Council of the City of San Diego did by Resolution No. 67975 passed and adopted on the 2nd day of August, 1938, require and fix the sum of \$7,999.00 as the penal sum of the foregoing Undertaking.

(SEAL)

J.M. ASHLEY
City Clerk of the City of San Diego.
By FRED W. SICK,
Deputy.

CONTRACT FOR STREET LIGHTING SAN DIEGO LIGHTING DISTRICT NO. 1.

THIS AGREEMENT, made and entered into this 23rd day of August, 1938, by and between SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Council of the City of San Diego, has been awarded the contract for the work hereinafter mentioned,

NOW, THEREFORE, the respective parties hereto do promise and agree as follows, to-wit:

Said first party, for the consideration hereinafter mentioned, promises and agrees with the said second party, that it will do and perform, or cause to be done and performed, in a good and workmanlike manner, under the supervision of the City Engineer of said City, all of the following work, to-wit:

The furnishing of electric current for the lighting of the ornamental street lights located on the following streets, in the City of San Diego, California, to-wit:

INDIA STREET, between Ivy Street and Broadway;
COLUMBIA STREET, between Beech Street and Broadway;
STATE STREET, between Elm Street and Broadway;
UNION STREET, between B Street and Broadway;
FRONT STREET, between B Street and Broadway;
FIRST AVENUE, between Beech Street and Broadway;
SECOND AVENUE, between B Street and Broadway;
THIRD AVENUE, between A Street and Market Street;
FOURTH AVENUE, between Ivy Street and Market Street;
FIFTH AVENUE, between Laurel Street and K Street;
SIXTH AVENUE, between A Street and Island Avenue;
SEVENTH AVENUE, between Beech Street and F Street;
EIGHTH AVENUE, between Beech Street and Market Street;
NINTH AVENUE, between B Street and Market Street;
TENTH AVENUE, between B Street and Market Street;
ELEVENTH AVENUE, between B Street and Market Street;
TWELFTH AVENUE, between Russ Boulevard and Imperial Avenue;
SIXTEENTH STREET, between C Street and the south line of Sherman's Addition;
ASH STREET, between Seventh Avenue and Eighth Avenue;
A STREET, between India Street and Eighth Avenue;
B STREET, between Kettner Boulevard and Twelfth Avenue;
C STREET, between Kettner Boulevard and Twelfth Avenue;
BROADWAY, between Pacific Highway and Sixteenth Street;
E STREET, between India Street and Sixteenth Street;
F STREET, between Columbia Street and Sixteenth Street;
MARKET STREET, between the east line of State Street produced south and Sixteenth

Street;

IMPERIAL AVENUE, between National Avenue and Thirteenth Street; and
NATIONAL AVENUE, between Twelfth Avenue and Sixteenth Street.

Such furnishing of electric current shall be for the period of one year from and including July 1, 1938, to-wit, to and including June 30, 1939.

All of said work shall be done strictly in accordance with the plans and specifications contained in the report of the City Engineer of said City, being document entitled, "Engineer's Report and Assessment for San Diego Lighting District No. 1", filed May 7, 1938, in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of Thirty-one Thousand Nine Hundred Ninety-two and 30/100 Dollars (\$31,992.30) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "San Diego Lighting District No. 1 Fund."

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of Thirty-one Thousand Nine Hundred Ninety-two and 30/100 Dollars (\$31,992.30) shall be paid out of any other fund than said special fund designated as "San Diego Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), and acts amendatory thereof and supplemental thereto, and that in pursuance of said Act an assessment has been levied for said sum of Thirty-one Thousand Nine Hundred Ninety-two and 30/100 Dollars (\$31,992.30).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said Act of the Legislature, will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached by its proper officers thereunto duly authorized, and the said second party has caused these presents to be executed by a majority of the members of the Council of said City of San Diego, and attested by the City Clerk of said City, the day and year first hereinabove written.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
By L.M.KLAUBER, Vice President

(SEAL) ATTEST:
J.A.CANNON, Secretary.

THE CITY OF SAN DIEGO
By P.J.BENBOUGH
W.C.GRANDALL
RAYMOND M. WANSLEY
ADDISON E. HOUSH
HERBERT E. FISH
BRUCE R. STANNARD
JOHN S. SIEBERT
Members of the Council

(SEAL) ATTEST:
J.M.ASHLEY, City Clerk
By FRED W. SICK, Deputy.

I hereby approve the form of the foregoing Contract, this 23rd day of August, 1938.
D.L.AULT, City Attorney
By J.H.McKINNEY, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract for San Diego Lighting District #1. Being Document No. 309657:

J.M.ASHLEY
City Clerk of the City of San Diego, California
By Helen M. Willy Deputy.

A G R E E M E N T

WHEREAS, Edna Quinn is the owner of Lot 3 Block two (2) Subdivision Edgemont according to map thereof No. 1294 filed in the Office of the Recorder of San Diego County, Oct. 7-1910; and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 19th day of August, 1938, by Edna Quinn that she will, for and in consideration of the permission granted her to remove 106 feet of curbing on El Cajon Blvd. & 46th Street adjacent to the above described property, bind herself to, and she hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs her so to do, and comply therewith at her own expense and with no cost or obligation on the part of the City of San Diego.

She further agrees that this agreement shall be binding on herself, her heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

EDNA QUINN
Owner's Name
2801 L Street
Address

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)) ss

On this 19th day of August, A.D. Nineteen Hundred and 38, before me, Fred W. Sick a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Edna Quinn known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

FRED W. SICK
Notary Public in and for the County of San Diego,
State of California.

(SEAL)

RECORDED AUG 25 1938 43 Min. past 9 A.M. In Book 809 At Page 374 of Official Records, San Diego Co., Cal. Recorded At Request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy D. COLE

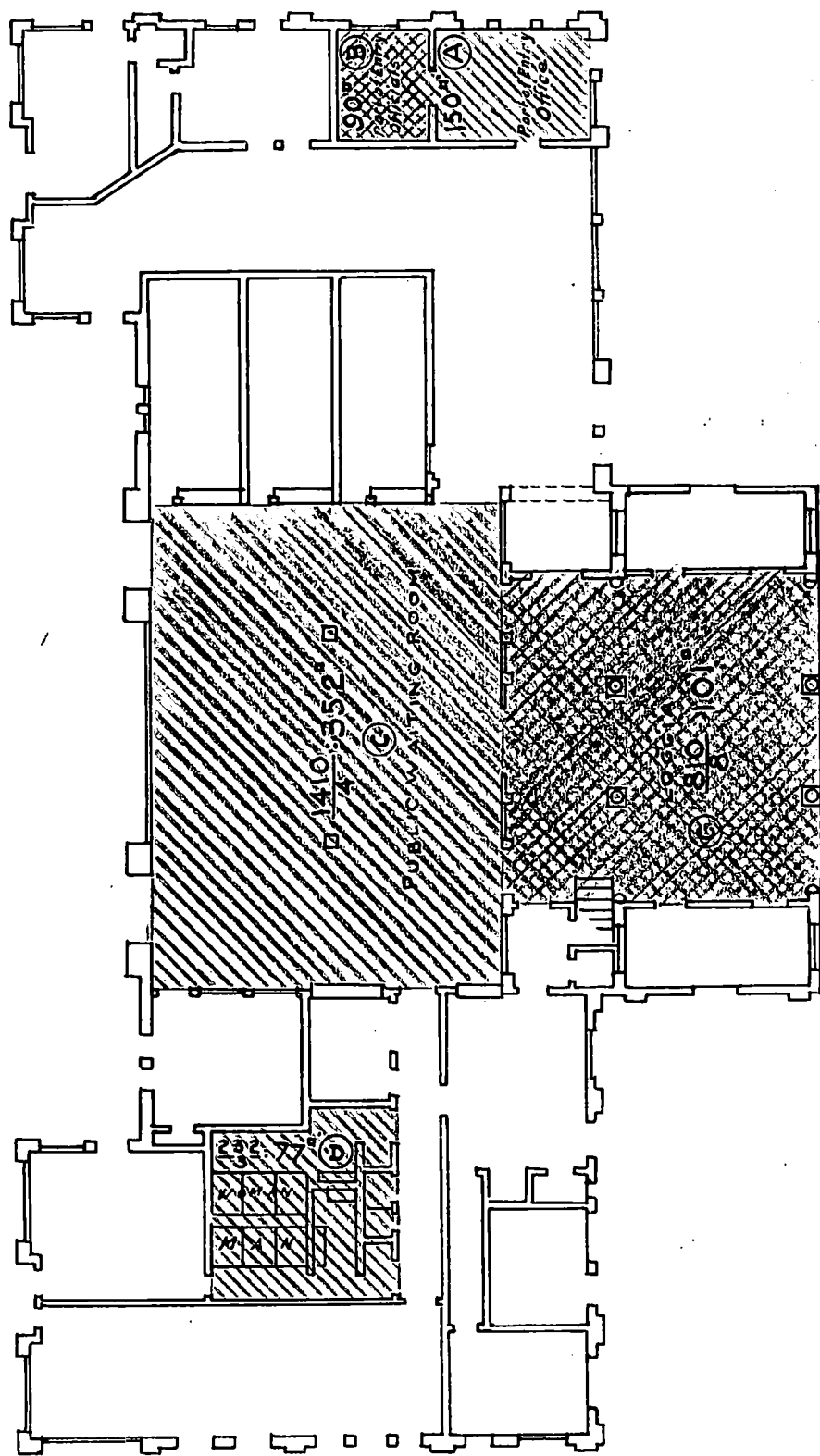
I certify that I have correctly transcribed this document in above mentioned book.

I.W.M.SAMPLE
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from Edna Quinn to the City of San Diego, California. Being Document No. 309681.

J.M.ASHLEY
City Clerk of the City of San Diego, California.

By Helen M. Willy Deputy.



FIRST FLOOR PLAN

SYMBOLS		TABULATION OF SQUARE FOOTAGE FOR THE USE OF THE CITY OF SAN DIEGO	
A	Port of Entry Office	150	2400
B	Port of Entry Officials	90	
C	Public Waiting Rooms 1410' City Rental Based on 1/4 Area	352	
C	Loggia 810' City Rental Based on 1/8 Area	101	
D	Public Rest Rooms 232' City Rental Based on 1/3 Area	77	
E	Department of Commerce Teletype 189'	189	
E	Department of Commerce Teletype 428'	428	
F	Department of Commerce	220	
G	U.S. Weather Bureau Office	355	
H	U.S. Weather Bureau Instrument Deck 3280' Rental Based on 1/10 Area	328	
I	Stair Ways	100	
J	Control Room	110	
Total Square Feet		2400	
2400' x 10' = \$ 240.00			

COPIED FROM
PLANS BY:

MARSHALL B. SYLVESTER
309. COMMON WEALTH. BLDG. SANDIEGO.

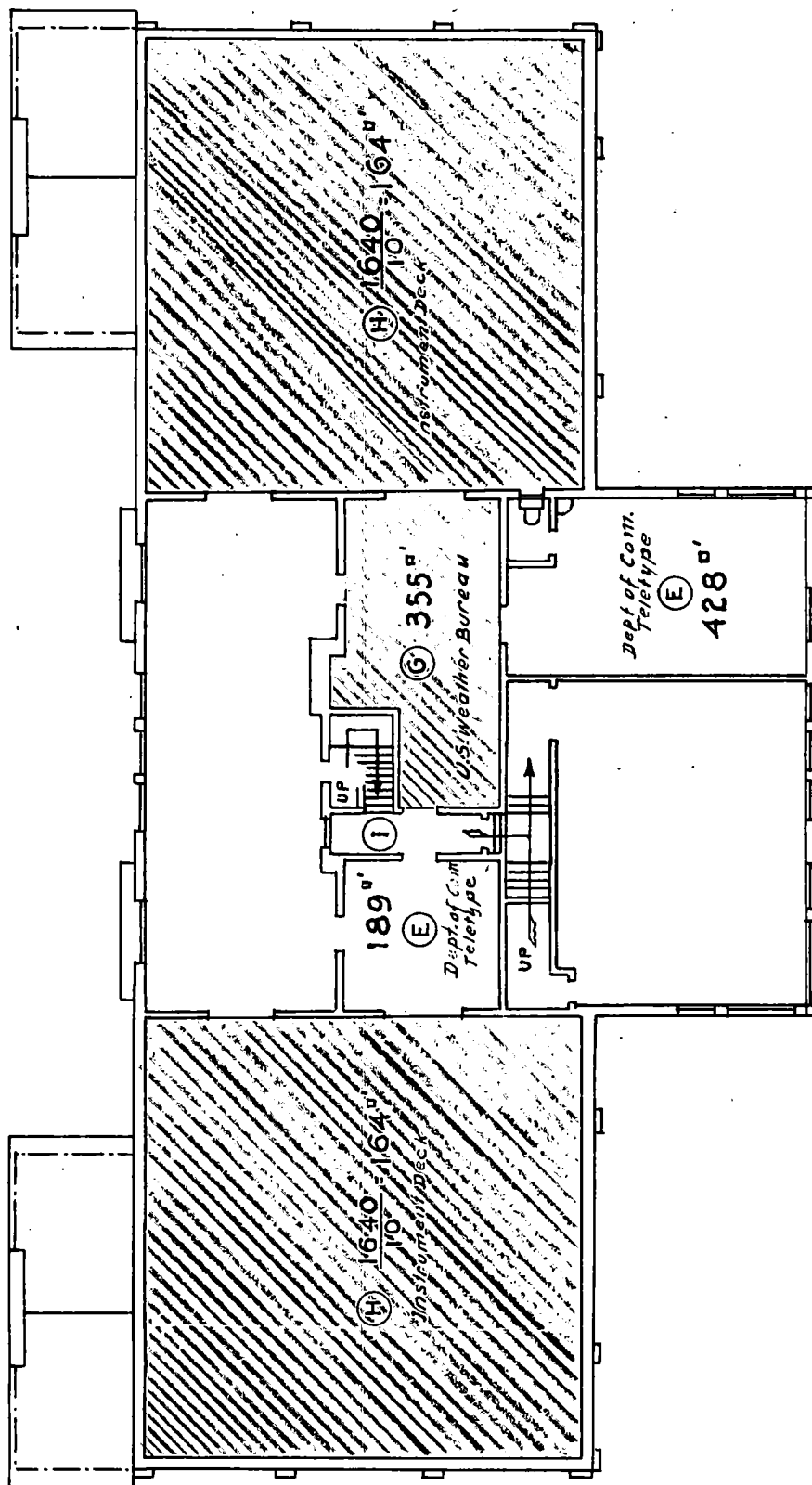
SHEET 2
OF 2 SHEETS

DRAWN BY
TRACED - A.P.F.
CHECKED "

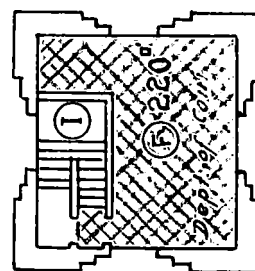
Port Director

HARBOR DEPARTMENT-CITY OF SAN DIEGO
LINDBERG-FIELD ADMINISTRATION BLDG.
RENTED SPACE ALLOCATED TO CITY OF SANDIEGO.

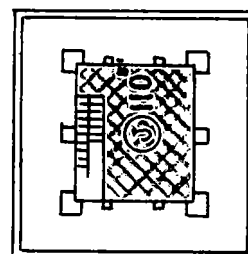
DATE 8-9-38.
SCALE 1/16" = 1.0'
DRAWING NO
106-B



SECOND FLOOR PLAN



THIRD FLOOR PLAN



CONTROL ROOM

COPIED FROM
PLANS BY:

MARSHALL B. SYLVESTER
309. COMMON WEALTH BLDG. SAN DIEGO.

SHEET 1
OF 2 SHEETS

DRAWN BY
TRACED "A.P.F."
CHECKED"

Port Director

HARBOR DEPARTMENT - CITY OF SAN DIEGO.
LINDBERG-FIELD ADMINISTRATION BLDG.
RENTED SPACE ALLOCATED TO CITY OF SAN DIEGO.

DATE 8-9-38.
SCALE 1/16" = 1.0'
DRAWING NO.
106-B

new plans to be submitted later

A G R E E M E N T

WHEREAS, J. Dowd is the owner of Pueblo Lot 239 Block -- Subdivision Lying north of Ingram St. and between Easterly line of Riley St. and Gaines St. ap. 328 ft. and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the Ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 18 day of August, 1938, by J. Dowd that he will, for and in consideration of the permission granted him to remove 58 feet of curbing on Ingraham Street adjacent to the above described property, bind himself to, and does hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of the City of San Diego.

He further agrees that this agreement shall be binding on himself, his heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

J. DOWD
Owner's Name
4717 El Cajon Ave.
Address.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)

On this 18 day of August, A.D. Nineteen Hundred and 38, before me, the undersigned a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared J. Dowd known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in Ocean Beach, County of San Diego, State of California, the day and year in this certificate first above written.

OLIVER E. OWEN
Notary Public in and for the County of San Diego,
State of California.

(SEAL)
My Commission Expires,
Nov. 28, 1940.

RECORDED AUG 25 1938 48 Min. past 9 A.M. In Book 817 At Page 293 of Official Records, San Diego Co., Cal. Recorded At Request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy D. COLE

I certify that I have correctly transcribed this document in above mentioned book
O. PRYOR

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from J. Dowd to the City of San Diego, California. Being Document No. 309682.

J.M. ASHLEY
City Clerk of the City of San Diego, California

By Helen M. Willy Deputy.

L E A S E

THIS INDENTURE OF LEASE, made and entered into this 18th day of August, 1938, by and between the RYAN AERONAUTICAL COMPANY, a corporation, as Lessor, hereinafter sometimes referred to as the "Ryan Company," and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, acting by and through the Harbor Commission of The City of San Diego, as Lessee, WITNESSETH:

That the Ryan Company does by these presents demise and let unto the said City certain portions of and space in that certain building as now constructed and as about to be enlarged by said Ryan Company, on a portion of Lindbergh Field, which said building is constructed and operated as an administration and air terminal building, pursuant to the provisions of a certain lease bearing date the 1st day of September, 1938, by and between the said City as Lessor, and the said Ryan Company as Lessee. The portions of the said building and the space therein hereby let are more particularly shown and described upon the plats marked, respectively, "Exhibit A," and "Exhibit B," hereto attached and made a part of this lease, as follows:

The space indicated by the letter "A" on said Exhibit A, being Port of Entry Office, consisting of 150 square feet.

The space indicated by the letter "B" on said Exhibit A, being Port of Entry Officials Room, consisting of 90 square feet.

The space indicated by the letters "C" and "C-1" on said Exhibit A, being a portion of the Public Waiting Room and Loggia, consisting of 453 square feet.

The space indicated by the letter "D" on said Exhibit A, being a portion of the Public Rest Rooms, consisting of 77 square feet.

The space indicated by the letters "E" and "E-1" on said Exhibit B, being a portion of the "Department of Commerce Teletype Office," consisting of 617 square feet.

The space indicated by the letters "F" and "J" on the third floor level of said building, shown on Exhibit B, consisting of 330 square feet.

The space indicated by the letter "G" on said Exhibit B, being a portion of the U.S. Weather Bureau Office, consisting of 355 square feet.

The space indicated by the letter "H" on said Exhibit B, being a portion of the Instrument Deck, consisting of 328 square feet.

The space hereinabove listed comprising a total of 2400 square feet.

TO HAVE AND TO HOLD said portions of said premises for a term of five (5) years from the effective date of this lease, at and for the monthly rental during said term of two hundred forty dollars (\$240.00), payable monthly in advance on the first day of each and every calendar month of said term; provided, however, that as to any of the space leased to the City hereunder which is not ready for occupancy by reason of the reconstruction and enlargement of said building by the lessor, the City shall not be required to pay rental therefor until the same is ready for occupancy, and that pending such time the monthly rental payable by the City as herein provided for shall be reduced at the rate of ten cents

(10¢) per square foot for any such unavailable space.

The Ryan Company shall supply and furnish at its own cost all necessary electric light, water, gas, heat and janitor service required in the occupancy and maintenance of said premises.

Said City shall have the right to use and occupy the premises hereby leased, or to sublet all or any portion thereof for governmental or administrative purposes, municipal county, state or Federal.

The City shall have the right to a renewal of this lease upon the same terms and conditions, if it shall so elect, for an additional period of five (5) years.

In the event the City shall elect to take over the ownership and operation of said building, as provided in that certain lease between said City as Lessor and said Ryan Company as Lessee, hereinabove mentioned, at any time during the original five (5) year term of this lease, or any continuation or renewal thereof, then this lease shall thereupon terminate, and the obligation of the City to pay rent for the space hereby leased shall immediately cease.

Reference is hereby made to paragraph or subdivision (3) in that certain lease, dated the 18th day of August, 1938, by and between said City as Lessor and said Ryan Company as Lessee, which said paragraph reads as follows:

"(3) The lessee hereby agrees to indemnify and hold harmless said lessor and the leased property from any fine, lien, penalty or forfeiture which shall or may accrue from or by reason of the construction, enlargement, improvement or repair of any building or structure on said premises, or by reason of any use of said premises by the lessee; and it further agrees to indemnify and hold harmless the said lessor from any liability or claim of liability, and to pay any judgment rendered against said lessor, and to reimburse the lessor for any expense incurred by it, by reason of any action or suit at law or in equity brought against it, in which it is made a party, by reason of the erection, improvement, enlargement or repair of any such building or structure, or by reason of the occupancy or use by the lessee of the premises herein granted, or in any way relating to or connected with the use of the premises. For the purpose of this paragraph the term 'expense' shall be construed to include all costs incurred by the lessor in the defense or settlement of said action or suit, including attorney's fees, filing fees, salaries and expenses of any officials or employees of said lessor while engaged in the defense or settlement of said action or suit."

It is expressly understood and agreed by and between the parties hereto that neither this lease nor the use and/or occupancy of the portion of said building by said City or its sublessees hereunder shall, to any degree or extent whatsoever, affect, abrogate or lessen the obligation of the said Ryan Company set forth in said foregoing paragraph.

It is further expressly understood and agreed by and between the parties hereto that upon the execution and going into effect of this lease, that that certain lease heretofore entered into between the Ryan School of Aeronautics, Ltd., a corporation, as Lessor, being the predecessor in interest of the Ryan Aeronautical Company, a corporation, Lessor herein, and The City of San Diego, dated March 18, 1932, which said lease is on file in the office of the City Clerk of the City of San Diego, bearing Document No. 275108, recorded in Book 7, page 272, Records of said City Clerk, as said lease was amended by agreement between the parties thereto dated April 8, 1937, which said agreement is on file in the office of the City Clerk of said City, bearing Document No. 302268, and recorded in Book 9, page 341, Records of said City Clerk, shall forthwith terminate, and that all of the rights and obligations of the respective parties thereunder shall thereupon cease and determine; it being the intent and purpose that the lease hereby entered into shall in all respects supercede and extinguish said amended lease.

IN WITNESS WHEREOF, said Lessor has caused this instrument to be executed, and its corporate name and seal to be hereunto affixed, by its proper officers thereunto duly authorized, and a majority of the members of the Harbor Commission of the City of San Diego have hereunto subscribed their names as and for the act of said City, Lessee herein, the day and year first hereinabove written.

(SEAL)

RYAN AERONAUTICAL COMPANY, Lessor
By T. CLAUDE RYAN, President

THE CITY OF SAN DIEGO, Lessee
By R.H. Van DEMAN
EMIL KLIKA
Members of the Harbor Commission
of the City of San Diego.

I hereby approve the form of the foregoing Lease, this 15 day of August, 1938.

D.L. AULT, City Attorney
By H.B. DANIEL, Assistant City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease between Ryan Aeronautical Co. & Harbor Commission for office space. Being Document No. 309830.

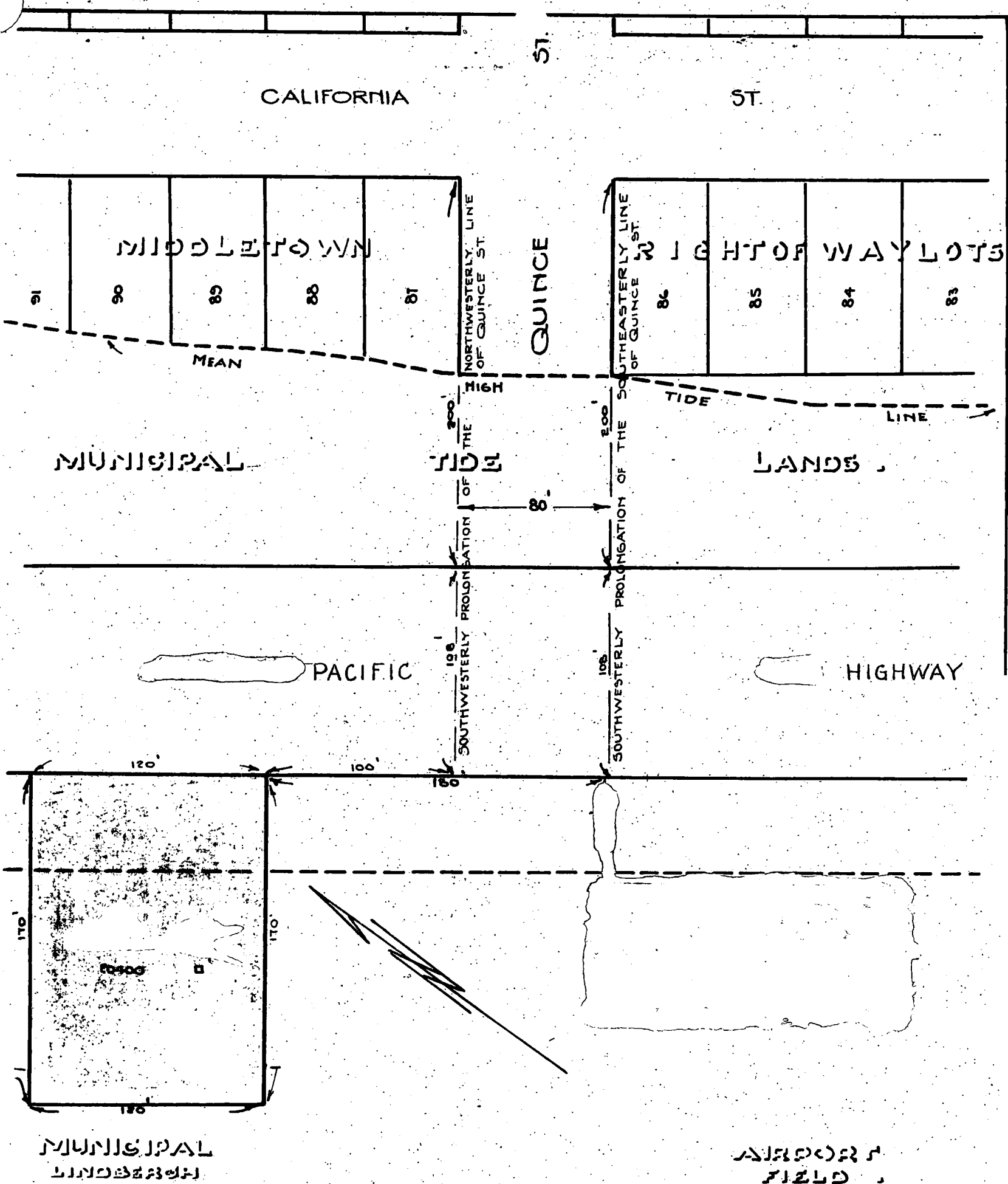
J.M. ASHLEY
City Clerk of the City of San Diego, California.

By Helen M. Willey Deputy.

L E A S E

THIS INDENTURE OF LEASE, made and entered into this 18th day of August, 1938, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, acting by and through the Harbor Commission of said City, as Lessor, herein-after called the City, and RYAN AERONAUTICAL COMPANY, a corporation, as Lessee, WITNESSETH:

That the City, lessor as aforesaid, does by these presents demise and let unto the lessee, upon the terms and conditions and for the purposes and uses hereinafter recited, and the lessee hereby hires and accepts from the City, upon the terms and conditions and for the uses and purposes hereinafter recited, all those lands bordering and extending into the Bay of San Diego, and being a portion of those lands conveyed to the City of San Diego by the State of California under the provisions of that certain Act of the Legislature, entitled, "An Act conveying certain tidelands and lands lying under inland navigable waters situated in the Bay of San Diego to the City of San Diego in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof," approved on the first day of May, 1911, and as subsequently amended, particularly described as follows, to-wit:



Drawn by J. V. H.
 Traced by J. V. H.
 Checked by M. N. D.
 Approved by

J. W. Gunnar
 PORT DIRECTOR.

HARBOR DEPARTMENT CITY OF SAN DIEGO

RYAN SCHOOL OF AERONAUTICS LT.

LEASE.

Date Dec. 24, '31
 Scale 1" = 60'
 Drawing No.

12 B

Beginning at the intersection of the northwesterly line of Quince Street with the southwesterly line of California Street; thence southwesterly along the northwesterly line of Quince Street and the southwesterly prolongation thereof a distance of 308 feet to a point; thence northwesterly parallel to and distant 308 feet from the southwesterly line of California Street a distance of 100 feet to a point, the last described point being the true point of beginning; thence continuing northwesterly parallel to and distant 308 feet from the southwesterly line of California Street a distance of 120 feet to a point; thence southwesterly at right angles to the last described course a distance of 170 feet to a point; thence southeasterly parallel to and distant 478 feet from the southwesterly line of California Street, a distance of 120 feet to a point; thence northeasterly at right angles to the last described course a distance of 170 feet to the true point of beginning; containing an area of 20,400 square feet, more or less.

The said lands hereinabove described being shown on the map or plat attached hereto, marked "Exhibit A," and made a part hereof.

TO HAVE AND TO HOLD the said premises unto the said lessee for a term beginning on the 1st day of September, 1938, and ending on the 30th day of June, 1957, unless sooner terminated as herein provided, at the following rentals:

For the first four-year portion of said term, the sum of One hundred dollars (\$100.00) per month, payable in advance upon the first day of each and every month;

The right of the Council of the City of San Diego and the Harbor Commission of said City to adjust the rental above provided at the end of said first four-year portion of said term, and/or at the end of each five-year portion of said term thereafter during the remainder of said term, is hereby expressly reserved to said City of San Diego; provided, however, that

For the next five-year portion of said term, the rental shall not exceed the sum of One hundred twenty-five dollars (\$125.00) per month; and

For the next five-year portion of said term, the rental shall not exceed the sum of One hundred fifty dollars (\$150.00) per month; and

For the remaining and final five-year portion of said term, the rental shall not exceed the sum of One hundred seventy-five dollars (\$175.00) per month;

All rentals hereunder shall be due and payable monthly in advance upon the first day of each and every month during the term of this lease.

This lease shall be assignable only by the consent of the Harbor Commission of said City, evidenced by resolution duly passed. The lessee shall have the right to sublet portions of the buildings erected or to be erected upon the leased premises, as hereinafter provided.

The Council of said City, and the Harbor Commission of said City, and the people of said City, hereby reserve the right and privilege to annul, change or modify this lease in such manner as may seem proper, upon the payment to said lessee of reasonable compensation for damages occasioned by said annulment, change or modification. The reasonable compensation herein provided to be paid to the lessee shall be based upon and limited to compensation for the actual value of such buildings, structures and physical improvements placed upon the demised premises by the lessee as are required, authorized or permitted under the terms of this lease, and shall not be held to include compensation to said lessee for any damage to, interference with, or loss of business or franchise occasioned by any such annulment, change or modification.

In addition to the foregoing provisions, it is hereby agreed by the parties to this lease that the same is granted and accepted upon the further terms and conditions hereinafter provided, to-wit:

(1) The business of said lessee to be conducted upon said premises shall include the repairing, maintaining, storing, operating and selling of aircraft; the sale of airplane and automobile gasoline, lubricants and related products, together with the sale of such articles of merchandise as are usually sold by establishments dealing in the hereinabove mentioned business; the operation of a school of aviation and the conducting of all forms of instruction; the operation of local and intercity passenger flying service; and the manufacturing of airplanes, parts, accessories and equipment of all kinds relating to airplanes.

(2) That all plans for buildings, structures and improvements to be erected or placed upon said leased premises shall comply with all the ordinances of the City of San Diego, and shall be subject to the approval of the said Harbor Commission.

(3) That said lessee shall also have the right to use Lindbergh Field for such flying as may be necessary in connection with the operation of the above activities; provided, however, that in the use of said Lindbergh Field said lessee shall be subject to all conditions, rules and regulations which are now or may hereafter be adopted by the Harbor Commission pursuant to the provisions of Ordinance No. 11829 of the ordinances of said City, and ordinances amendatory thereof and supplemental thereto, and likewise to all laws of the United States, State of California, and ordinances of the City of San Diego applicable to the operation of airports and/or aircraft and/or to the leasing of tidelands by said City.

(4) The lessee hereby agrees to indemnify and hold harmless said lessor and the leased property from any fine, lien, penalty or forfeiture which shall or may accrue from or by reason of the erection of any building or structure on said premises, or by reason of any use of said premises or said air port by the lessee; and it further agrees to indemnify and hold harmless the said lessor from all liability or claim of liability, and to pay any judgment rendered against said lessor, and to reimburse the lessor for any expense incurred by it, by reason of any action or suit at law or in equity brought against it, in which it is made a party, by reason of the erection of any such building or structure, or by reason of the occupancy or use by the lessee of the premises herein granted, or in any way relating to or connected with the use of the premises of the lessor. For the purpose of this paragraph the term "expense" shall be construed to include all costs incurred by the lessor in the defense or settlement of said action or suit, including attorney's fees, filing fees, salaries and expenses of any officials or employees of said lessor while engaged in the defense or settlement of said action or suit.

(5) That the said lessee shall at all times carry fire equipment and apparatus satisfactory to the Harbor Commission.

(6) That upon the expiration of the term of this lease, said lessee shall promptly remove any and all structures erected on said premises, at its own cost and expense.

(7) That said City reserves the right to lay water or sewer pipes across said lands, provided that said lessee shall not be disturbed in the possession and use of said premises to any greater degree than may be necessary for such purposes.

(8) In the event that the lessee shall fail to establish and maintain the activities above described upon the said demised land, or shall fail to fulfill in any manner the uses and purposes for which the said premises are leased, as above stated, or shall fail or refuse to perform the obligations by it under this lease undertaken, that then and in that event this lease shall terminate, and said lessee shall have no further rights thereunder, and the said lessee shall remove from said demised premises and shall have no further right or claim thereto, and the said City shall immediately thereupon, without recourse to the courts, have the right to take possession of said premises, and said lessee shall forfeit all rights and claims thereto and thereunder; and said lessee, in accepting this lease, hereby acknowledges the right of said City to take possession of said premises immediately

upon the neglect or refusal of said lessee to comply with the terms and conditions hereinbefore mentioned.

(9) That all wires and wiring serving said leased premises shall be placed underground.

(10) Reference is hereby made to all laws as now existing and as hereafter amended or enacted, applicable to the leasing of tidelands by The City of San Diego, and by such reference all restrictions or conditions imposed, or reservations made, are made a part of this lease with like effect as though the same were expressly set forth herein.

(11) It is hereby expressly understood and agreed by and between the parties hereto that upon the execution and going into effect of this lease, and the execution and going into effect of another lease, hereinafter mentioned, that that certain lease heretofore executed between The City of San Diego and Ryan School of Aeronautics, Ltd., predecessor in interest of Ryan Aeronautical Company, dated March 17, 1932, which said lease is on file in the office of the City Clerk bearing Document No. 275107, and recorded in Book 7, page 270, Records of said City Clerk, shall immediately terminate, and that all rights and obligations thereunder, both of the lessor and of the lessee, shall cease and determine. Provided, however, that it is further understood and agreed that simultaneously with the execution of this lease the parties hereto will enter into a lease upon terms and conditions heretofore agreed upon, covering an area of said tidelands containing approximately 10390 square feet, being the site upon which the Lindbergh Field Administration Building now stands.

IN WITNESS WHEREOF, a majority of the members of the Harbor Commission of the City of San Diego have hereunto subscribed their names as and for the act of said City, and the said lessee has caused this instrument to be executed, and its corporate name and seal to be hereunto affixed, by its proper officers, thereunto duly authorized, the day and year first hereinabove written.

THE CITY OF SAN DIEGO, Lessor
By R. H. Van DEMAN
EMIL KLICKA
Members of the Harbor Commission
of the City of San Diego.

(SEAL)

RYAN AERONAUTICAL COMPANY, Lessee.
By T. CLAUDE RYAN, President.

I hereby approve the form of the foregoing Lease, this 15 day of August, 1938.
D.L.AULT, City Attorney
By H.B.DANIEL, Assistant City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease Between Harbor Commission and Ryan Aeronautical Co. Being Document No. 309831.
J.M.ASHLEY
City Clerk of the City of San Diego, California

By Helen M. Willis Deputy.

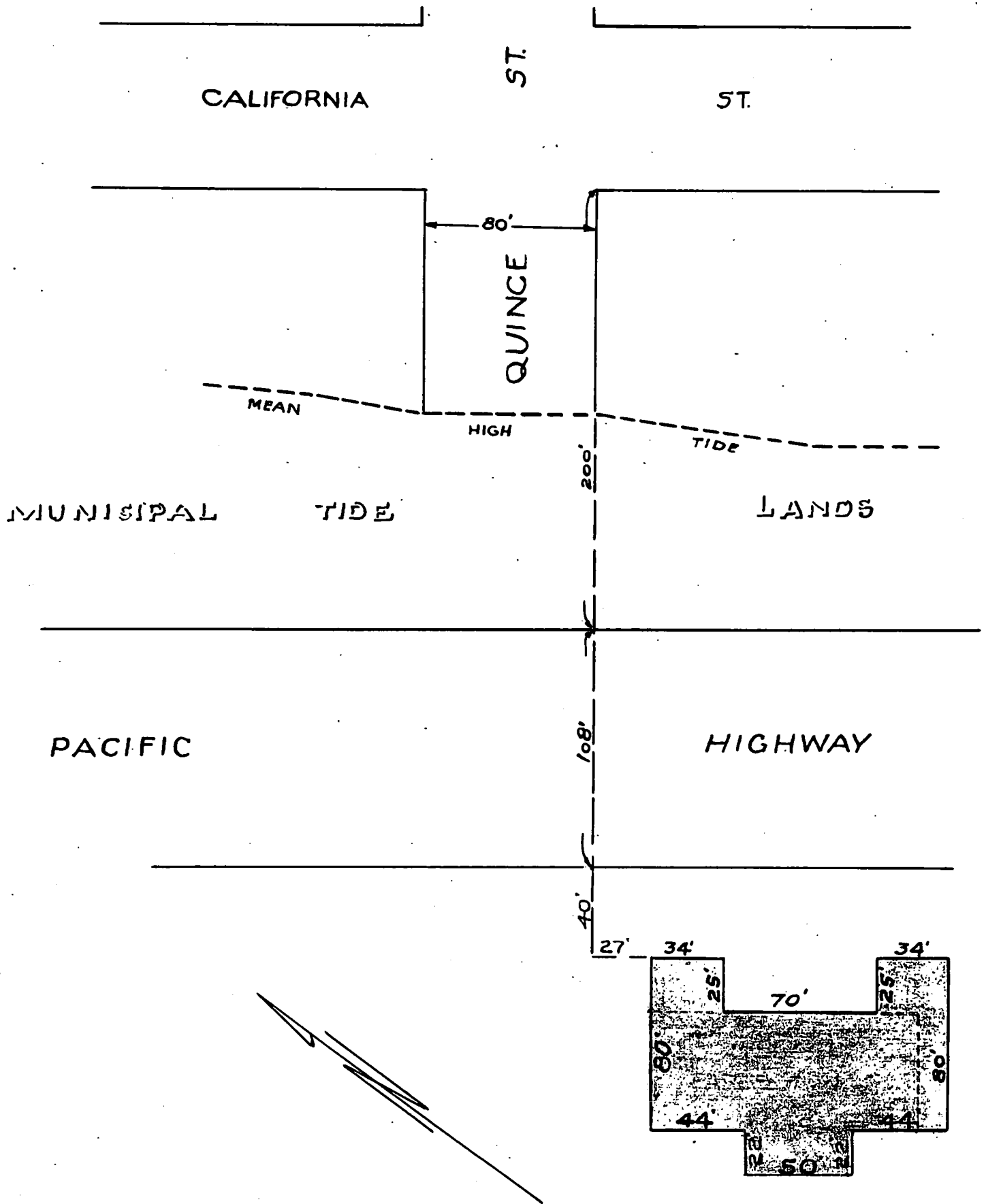
LEASE

THIS INDENTURE OF LEASE, made and entered into this 18th day of August, 1938, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, acting by and through the Harbor Commission of said City, as Lessor, hereinafter called the City, and RYAN AERONAUTICAL COMPANY, a corporation, as Lessee, WITNESSETH:

That, the City, lessor as aforesaid, does by these presents demise and let unto the lessee, upon the terms and conditions and for the uses and purposes hereinafter recited, and the lessee hereby hires and accepts from the City, upon the terms and conditions and for the uses and purposes hereinafter recited, all those lands bordering and extending into the Bay of San Diego, and being a portion of those lands conveyed to The City of San Diego by the State of California under the provisions of that certain Act of the Legislature, entitled, "An Act conveying certain tidelands and lands lying under inland navigable waters situate in the Bay of San Diego to the City of San Diego in furtherance of navigation and commerce and the fisheries, and provided for the government, management and control thereof," approved on the first day of May, 1911, and as subsequently amended, particularly described as follows, to-wit:

Beginning at the intersection of the southeasterly line of Quince Street with the southwesterly line of California Street; thence southwesterly along the southeasterly line of Quince Street and the southwesterly prolongation thereof a distance of 348 feet to a point; thence southeasterly on a line parallel to and distant 348 feet southwesterly from the southwesterly line of California Street a distance of 27 feet to a point, said point being the true point or place of beginning; thence continuing southeasterly on a line parallel to and distant 348 feet southwesterly from the southwesterly line of California Street a distance of 34 feet to a point; thence southwesterly on a line parallel to and distant 61 feet southeasterly from the southwesterly prolongation of the southeasterly line of Quince Street a distance of 25 feet to a point; thence southeasterly on a line parallel to and distant 373 feet southwesterly from the southwesterly line of California Street a distance of 70 feet to a point; thence northeasterly on a line parallel to and distant 131 feet southeasterly from the southwesterly prolongation of the southeasterly line of Quince Street a distance of 25 feet to a point; thence southeasterly on a line parallel to and distant 348 feet southwesterly from the southwesterly line of California Street a distance of 34 feet to a point; thence southwesterly on a line parallel to and distant 165 feet southeasterly from the southwesterly prolongation of the southeasterly line of Quince Street a distance of 80 feet to a point; thence northwesterly on a line parallel to and distant 428 feet southwesterly from the southwesterly line of California Street a distance of 44 feet to a point; thence southwesterly on a line parallel to and distant 121 feet southeasterly from the southwesterly prolongation of the southeasterly line of Quince Street a distance of 22 feet to a point; thence northwesterly on a line parallel to and distant 450 feet southwesterly from the southwesterly line of California Street a distance of 50 feet to a point; thence northeasterly on a line parallel to and distant 71 feet southeasterly from the southwesterly prolongation of the southeasterly line of Quince Street a distance of 22 feet to a point; thence northwesterly on a line parallel to and distant 428 feet southwesterly from the southwesterly line of California Street a distance of 44 feet to a point; thence northeasterly on a line parallel to and distant 27 feet southeasterly from the southwesterly prolongation of the southeasterly line of Quince Street a distance of 80 feet to the true point or place of beginning, containing an area of 10390 square feet.

The said lands hereinabove described being shown on the map or plat attached hereto, marked "Exhibit A," and made a part hereof.



Leased area shown shaded 10390^{sq}'

DRAWN BY *EBH.*
TRACED BY
CHECKED BY
APPROVED

PORT DIRECTOR

HARBOR DEPARTMENT CITY OF SAN DIEGO
MUNICIPAL TIDE LAND LEASE
THE RYAN AERONAUTICAL Co.

Date March 22-38
Scale 1" = 60'
DRAWING No

1-12B

TO HAVE AND TO HOLD the said premises unto the said lessee for the term of thirty-five (35) years, beginning on the 1st day of September, 1938, and ending on the 31st day of August, 1973, unless sooner terminated as herein provided, at the following rentals:

For the first five-year portion of said term, the sum of fifty and 00/100 Dollars (\$50.00) per month;

The right of the Council of the City of San Diego and the Harbor Commission of said City to adjust the rental above provided at the end of said first five-year portion of said term and/or at the end of each five-year portion of said term thereafter during the remainder of said term, is hereby expressly reserved to The City of San Diego; provided, however, that:

For the next five-year portion of said term, the rental shall not exceed the sum of seventy-five dollars (\$75.00) per month; and

For the next five-year portion of said term, the rental shall not exceed the sum of one hundred dollars (\$100.00) per month;

For the next five-year portion of said term, the rental shall not exceed the sum of one hundred twenty-five dollars (\$125.00) per month; and

For the next five-year portion of said term, the rental shall not exceed the sum of one hundred fifty dollars (\$150.00) per month; and

For the next five-year portion of said term, the rental shall not exceed the sum of one hundred seventy-five dollars (\$175.00) per month; and

For the remaining and final five-year portion of said term, the rental shall not exceed the sum of two hundred dollars (\$200.00) per month.

All rentals hereunder shall be due and payable monthly in advance upon the first day of each and every month during the term of this lease.

This lease shall be assignable only by the consent of the Harbor Commission of said City, evidenced by resolution duly passed. The lessee shall have the right to sublet portions of the buildings erected or to be erected upon the leased premises, as hereinafter provided.

The Council of said City, and the Harbor Commission of said City, and the people of said City, hereby reserve the right and privilege to annul, change or modify this lease in such manner as may seem proper, upon the payment to said lessee of reasonable compensation for damages occasioned by said annulment, change or modification. The reasonable compensation herein provided to be paid to the lessee shall be based upon and limited to compensation for the actual value of such buildings, structures and physical improvements placed upon the demised premises by the lessee as are required, authorized or permitted under the terms of this lease, and shall not be held to include compensation to said lessee for any damage to, interference with, or loss of business or franchise occasioned by any such annulment, change or modifications.

In addition to the foregoing provisions, it is hereby agreed by the parties to this lease that the same is granted and accepted upon the further terms and conditions hereinafter provided, to-wit:

(1) The lessee agrees to enlarge that certain building now upon the leased premises, and to use and operate the same as an air terminal building, with proper facilities, including waiting room, ticket office, rest rooms, office and business space for use of the lessee and for sublease or rental by the lessee to The City of San Diego and other individuals, firms and corporations, and to complete said enlargement of said building not later than the 1st day of February, 1939, in accordance with plans and specifications which shall be approved by the Harbor Commission and the Planning Commission of said City.

Said air terminal building shall be the only general air terminal building for Linebergh Field; provided, however, that there is hereby expressly reserved by, and given to the City the right at any time to take over from the lessee the ownership and operation of said terminal building, upon the payment to the lessee of the actual value of said building at the time the same shall be so taken over, and thereupon this lease and all rights of the lessee hereunder shall immediately terminate.

In the event the parties cannot agree as to the actual value of said building the question shall be submitted to a board of three arbitrators, one of whom shall be selected by the City, one by the lessee, and the two so selected shall appoint a third. The finding of said board upon the question of value shall be binding and conclusive upon all parties.

(2) That all plans for the enlargement or improvement of the building erected upon said leased premises shall comply with all the ordinances of the City of San Diego, and shall be subject to the approval of said Harbor Commission and the Planning Commission of said City.

(3) The lessee hereby agrees to indemnify and hold harmless said lessor and the leased property from any fine, lien, penalty or forfeiture which shall or may accrue from or by reason of the construction, enlargement, improvement or repair of any building or structure on said premises, or by reason of any use of said premises by the lessee; and it further agrees to indemnify and hold harmless the said lessor from any liability or claim of liability, and to pay any judgment rendered against said lessor, and to reimburse the lessor for any expense incurred by it, by reason of any action or suit at law or in equity brought against it, in which it is made a party, by reason of the erection, improvement, enlargement or repair of any such building or structure, or by reason of the occupancy or use by the lessee of the premises herein granted, or in any way relating to or connected with the use of the premises. For the purpose of this paragraph the term "expense" shall be construed to include all costs incurred by the lessor in the defense or settlement of said action or suit, including attorney's fees, filing fees, salaries and expenses of any officials or employees of said lessor while engaged in the defense or settlement of said action or suit.

(4) That the said lessee shall at all times carry fire equipment and apparatus satisfactory to the Harbor Commission.

(5) That the restaurant to be conducted in said air terminal building, so long as said building shall be operated by the lessee, shall be the only restaurant permitted by the City to be operated on the tidelands between Juniper Street and Vine Street.

(6) That all wires and wiring serving said leased premises shall be placed underground.

(7) That there shall be allotted and leased to The City of San Diego in said air terminal building, for a term of not less than five (5) years from the date hereof, certain space on the first, second and third floors thereof, as indicated and shown on the architect's plans for said building and the enlargement thereof, and accepted by the lessee; the total of said space being approximately twenty-four hundred (2400) square feet; and that the Ryan Aeronautical Company shall furnish at its own cost electric light, water, gas, heat and janitor service therefor, and that the rental payable by said City for said space and service shall be at the rate of ten cents (10¢) per square foot per month, payable monthly in advance on the first day of each and every calendar month of the term. Provided, that should the City elect to take over the ownership and operation of said air terminal building, then and in that event its lease of said space herein contemplated and its obligations to pay rent for all or any of said space shall thereupon terminate and cease.

(8) Reference is hereby made to all laws as now existing and as hereafter amended or enacted, applicable to the leasing of tidelands by The City of San Diego, and by such reference all restrictions or conditions imposed, or reservations made, are made a part of this lease with like effect as though the same were expressly set forth herein.

IN WITNESS WHEREOF, a majority of the members of the Harbor Commission of the City of San Diego have hereunto subscribed their names as and for the act of said City, and the said lessee has caused this instrument to be executed, and its corporate name and seal to be hereunto affixed, by its proper officers, thereunto duly authorized, the day and year first hereinabove written.

THE CITY OF SAN DIEGO, Lessor
By R. H. VANDEMAN
EMIL KLICKA
Members of the Harbor Commission
of the City of San Diego.

RYAN AERONAUTICAL COMPANY, Lessee.
By T. CLAUDE RYAN, President.

(SEAL)

I hereby approve the form of the foregoing Lease, this 15 day of August, 1938.
D.L. AULT, City Attorney
By H.B. DANIEL, Assistant City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease between Harbor Commission and Ryan Aeronautical Co. Being Document No. 309832.

J.M. ASHLEY

City Clerk of the City of San Diego, California.

By Helen M. Willis Deputy.

LEASE

THIS INDENTURE, made in duplicate, this 22nd day of August, 1938, between M. TREPTL, hereinafter called the Lessor, party of the first part, and THE CITY OF SAN DIEGO, a municipal corporation, hereinafter called the Lessee, party of the second part, WITNESSETH:

That the party of the first part, as Lessor, does hereby demise and let unto the party of the second part as Lessee, and the party of the second part does hereby rent and take, as Lessee, those certain premises in the City of San Diego, County of San Diego, State of California, particularly described as follows:

That certain building occupying Lot J and the South half of Lot K, Block 91, Horton's Addition to the City of San Diego, now occupied by the Police Garage, now known and numbered as 652 Second Avenue;
for the term of one (1) year commencing on the 1st day of September, 1938, and ending on the 31st day of August, 1939.

Yielding and paying therefor during the term thereof the sum of One Thousand Three Hundred Twenty Dollars (\$1320.00), lawful money of the United States of America, payable in advance on the first day of each and every month during said term, in sums or payments as follows: One Hundred Ten Dollars (\$110.00) per month.

PROVIDED, that this lease shall, at the option of said Lessee, be extended for an additional period of one year from said first day of September, 1939, upon such terms and conditions as may be mutually agreed upon; provided, further, that the Lessee, in the event that it shall desire to exercise said option for an additional one-year term, shall give to the Lessor a written notice thereof not less than ninety (90) days prior to the expiration of the term of this lease.

It is expressly understood and agreed by and between the parties hereto that this lease is upon the following conditions and covenants, all of which the Lessee, its legal representatives and assigns hereby covenant and agree to and with the Lessor, his representatives and assigns, fully to observe, keep and perform:

1. Said premises shall be used by the said Lessee for the purposes of a Police Garage.

2. Said premises or any part thereof shall not be assigned, let or underlet, or used or permitted to be used for any purpose other than a Police Garage and purposes connected therewith, without the written consent of the Lessor first obtained and endorsed hereon; and if so assigned, let or underlet, used or permitted to be used without such written consent, the Lessor may re-enter and re-let the premises; and this lease, by such unauthorized act, shall become void if the Lessor shall so determine and elect.

3. It is understood and agreed that the Lessee accepts the premises in the condition that the same now are, but that the Lessee shall be permitted to install and remove any fixtures and make any alterations or improvements upon said premises that may be necessary for the purposes for which said premises are leased; and that any fixture, equipment or partitions installed by the Lessee shall not become the property of the Lessor, and that the Lessee shall, upon the termination of this lease and the surrender of said premises, be permitted to remove the same. As a condition of this right to remove any such fixtures or partitions, the Lessee shall repair any damage caused by such removal and restore said premises to the condition they were in at the time of installation of such fixtures or partitions. And that the Lessee shall, at the termination of this lease, surrender the premises to the Lessor in as good condition as reasonable and proper use thereof will permit, damage by the elements alone excepted.

4. If the building or above-described premises shall be destroyed by fire or other cause, or be so damaged thereby that they become untenable, and are not rendered tenantable by the Lessor within sixty (60) days from the date of injury, this lease may be terminated by either party; that in case the premises are so damaged as not to require a termination of this lease, as above provided, the Lessee shall not be required to pay the rent herein specified during the time that the premises are unfit for occupancy; PROVIDED, However, that if the damage to said premises shall be wholly or chiefly confined to the fixtures or partitions installed therein, the Lessee shall not be relieved from payment of rent; PROVIDED, further, that in no event shall the Lessor be required to repair damage to fixtures or partitions installed in said premises and removable by said Lessee, as herein provided.

5. That if the rent shall be due and unpaid for a period of thirty (30) days after the same shall be come due, and payable, this lease shall, at the option of the Lessor, become null and void.

6. That the Lessee shall not keep or permit to be kept by anyone on the demised premises, any article which the insurance companies may deem extra hazardous or which increases the rate of insurance.

7. That the Lessor shall at his own charge and expense keep the walls, roof and exterior portions of said premises in good repair, but that said Lessor shall not be required to make any repairs to or alterations in the interior of said premises. Said Lessee

shall at its own cost and expense maintain and repair the interior portions thereof.

8. That in case of the violation by the Lessee of any of the terms and conditions of this lease, the Lessor may terminate this lease upon notice and take possession of the premises.

9. That the said Lessee shall pay for all the water used by it upon said premises.

IN WITNESS WHEREOF, the Lessor has hereunto set his hand, and the Lessee, The City of San Diego, acting by and through the City Manager of said City, under and pursuant to Resolution No. 68066 of the Council, authorizing such execution, has caused this instrument to be executed the day and year in this agreement first above written.

M. TREPTE, Lessor

THE CITY OF SAN DIEGO, Lessee
By R. W. FLACK, City Manager.

I HEREBY APPROVE the form of the foregoing Lease this 23rd day of August, 1938.

D.L.AULT, City Attorney

By J.H.McKINNEY, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with M. Trepte for Police Garage. Being Document No. 309910.

J.M.ASHLEY

City Clerk of the City of San Diego, California.

By Helena M. Willey Deputy.

A G R E E M E N T

THIS AGREEMENT, made and entered into this 10th day of August, 1938, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting by and through the City Manager thereof, hereinafter sometimes designated as the City, first party, and TOM ALLEN, second party, WITNESSETH:

THAT WHEREAS, The City of San Diego has heretofore entered into a contract with M. H. Golden for the construction of Police Headquarters, City Jail, Court Rooms, and facilities necessary or convenient in connection therewith, upon the official site designated therefor at the foot of Market Street, in The City of San Diego; and

WHEREAS, the City desires to avail itself of the professional knowledge and experience of second party during the course of construction of said project in and about the inspection and superintendence of the work; and

WHEREAS, second party is willing to act in such capacity;

NOW, THEREFORE, it is mutually understood and agreed between the parties hereto as follows:

That the City does hereby retain second party as Assistant Inspector and Superintendent of Construction Work upon the project hereinabove described, and that in the performance of such services second party shall be under the immediate direction of and report to the Chief Inspector and Superintendent of Construction Work, Herbert E. Moore, or his duly appointed successor.

That the City will pay to second party for the performance of such services at the rate of two hundred fifty dollars (\$250.00) per month, payable monthly.

Second Party does hereby agree to devote his entire time and attention to the performance of the work and duties herein stated, and to accept as full compensation therefor payment at the rate of two hundred fifty dollars (\$250.00) per month.

It is further understood and agreed that it is contemplated that the retention of second party to perform such services shall continue until the completion of said project; provided, however, that the City Manager of said City may in his discretion, and for any reason which may seem to him sufficient, terminate this agreement upon two weeks' written notice to second party; and that in event of such termination the City shall be under no further obligation by reason of this agreement save and except to pay to second party at the stated rate of compensation any moneys due to second party for services performed prior to the effective date of such termination.

IN WITNESS WHEREOF, The City of San Diego has caused this agreement to be signed by its City Manager, pursuant to the authorization of Resolution No. 68017, adopted by the Council of said City on the 9th day of August, 1938, and the second party has hereunto subscribed his name the day and year first hereinabove written.

This agreement is executed in two parts, each one of which shall be deemed an original.

THE CITY OF SAN DIEGO
By R.W.FLACK, City Manager

TOM J. ALLEN, Second Party.

I hereby approve the form of the foregoing Agreement this 10 day of August, 1938.

D.L.AULT, City Attorney

By H.B.DANIEL, Assistant City Attorney.

APPROVED: CIVIL SERVICE COMMISSION.
By R.H.SMITH.

CERTIFICATE OF CITY AUDITOR AND COMPTROLLER. I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of the City of San Diego; and I do hereby further certify, in conformity with the requirements of Section 80 of the Charter of the City of San Diego, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said moneys now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Dated August 10, 1938.

G.F.WATERBURY

(309911) Auditor and Comptroller of the City of San Diego, California.

To be paid out of Ordinance 1429 N.S.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract for Services of Tom Allen as Inspector on Police Headquarters Building. Being Document No. 309911.

J.M.ASHLEY

City Clerk of the City of San Diego, California

By Helena M. Willey Deputy.

A G R E E M E N T

WHEREAS, P.G.Groves and Albert J. Jones are, the owners of Lots C & J Block 1, Subdivision Horton's Addition, and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the Ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 3rd day of September, 1938, by Albert J. Jones that they will, for and in consideration of the permission granted them to remove 8 feet of curbing on Fourth Avenue street adjacent to the above described property, bind them to, and they hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, and comply therewith at their own expense and with no cost or obligation on the part of the City of San Diego.

They further agree that this agreement shall be binding on them, their heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

ALBERT J. JONES
Owner's Name
814 New California Building, San Diego
Address.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO, ss

On this 3rd day of September, A.D. Nineteen Hundred and 38, before me, Lester J. Penry a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Albert J. Jones known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL) LESTER J. PENRY
Notary Public in and for the County of San Diego,
State of California.

RECORDED SEP 13 1938 2 Min. past 9 A.M. In Book 807 At Page 473 of Official Records, San Diego Co., Cal. Recorded At Request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.
E. DRUMMOND

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from P.G.Groves & Albert J. Jones to the City of San Diego, California. Being Document No. 309913.

J.M.ASHLEY
City Clerk of the City of San Diego, California

By Helen M. Willey Deputy.

A G R E E M E N T

WHEREAS, G.A.Willey are, is the owner of Lot 1 Block 6 Subdivision North Florence Hights Addition and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 31st day of August, 1938, by G.A.Willey that he will, for and in consideration of the permission granted him to remove 16 feet of curbing on Montecito Way street adjacent to the above described property, bind him to, and he hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time, as the City Council of San Diego directs me so to do, and comply therewith at owners own expense and with no cost or obligation on the part of the City of San Diego.

I further agree that this agreement shall be binding on said G.A.Willey, his heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

G.A.WILLEY
Owner's Name
4411 Park Blv'd.
Address

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO, ss

On this 31st day of August, A.D. Nineteen Hundred and Thirty-eight, before me, Mary S. Johnston a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared G.A.Willey known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my Office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL) MARY S. JOHNSTON
Notary Public in and for the County of San Diego,
State of California

My Commission Expires,
Sept. 6, 1938.

RECORDED SEP 13 1938 2 Min. past 9 A.M. In Book 807 At Page 475 Of Official Records, San Diego Co., Cal. Recorded At Request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS
E. DRUMMOND

I certify that I have correctly transcribed this document in above mentioned book.

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from G.A. Willey to City of San Diego, California. Being Document No. 309914.

J.M. ASHLEY
City Clerk of the City of San Diego, California.

By Helen M. Willey Deputy.

A G R E E M E N T

WHEREAS, Luis Flores is the owner of Lots 1, 2, 3 Block 179 Mannasse & Schiller's Subdivision and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the Ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 11th day of August, 1938, by Luis Flores that he will, for and in consideration of the permission granted him to remove 5 feet of curbing on Sigsbee Street and 15 feet on Logan Ave., adjacent to the above described property, bind ___ to, and he hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of the City of San Diego.

He further agrees that this agreement shall be binding on himself, his heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

LUIS FLORES
Owner's Name
1710 Logan
Address

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 11th day of August, A.D. Nineteen Hundred and 38, before me, Fred W. Sick a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Luis Flores known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

FRED W. SICK
Notary Public in and for the County of San Diego,
State of California.

(SEAL)

RECORDED SEP 13 1938 2 Min. past 9 A.M. In Book 812 At Page 364 of Official Records, San Diego Co., Cal. Recorded At Request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS
ZETTA J. BEER

I certify that I have correctly transcribed this document in above mentioned book.

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from Luis Flores to City of San Diego, California. Being Document. No. 309915.

J.M. ASHLEY
City Clerk of the City of San Diego, California.

By Helen M. Willey Deputy.

A G R E E M E N T

WHEREAS, Ernest A. Altenburg is the owner of Lot 17 to 20 inclusive, Block 223, Subdivision Pacific Beach and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 19th day of July, 1938, by Ernest A. Altenburg that he will, for and in consideration of the permission granted him to remove 45 feet of curbing on Garnet street adjacent to the above described property, bind himself to, and he hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of the City of San Diego.

He further agrees that this agreement shall be binding on himself, his heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

ERNEST A. ALTENBURG
Owner's Name
1120 Agate St. Pacific Beach
Address

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 19th day of July, A.D. Nineteen Hundred and 38, before me, Fred W. Sick a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Ernest A. Altenburg known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL) FRED W. SICK
Notary Public in and for the County of San Diego,
State of California.

RECORDED SEP 14 1938 18 Min. past 10 A.M. In Book 820 At Page 214 of Official
Records, San Diego Co., Cal. Recorded At Request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book
M. METHENY - 16
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Curb Cutting Agreement from Ernest A. Altenburg to the City of San Diego, California. Be-
ing Document No. 309942.

J.M.ASHLEY
City Clerk of the City of San Diego, California.

By Helen M. Willis Deputy.

A G R E E M E N T

WHEREAS, Moises L. Gardea is the owner of Lots 9 & 10 Block 175 Subdivision Uni-
versity Heights, and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the Ordinances of
The City of San Diego, California, prohibit the removal of any curbing or the installation
of any driveway on any city street prior to signing an agreement with the City to replace
any curbing so removed, at such time as requested so to do by the City Council; NOW, THERE-
FORE,

THIS AGREEMENT, signed and executed this 31st day of August, 1938, by Moises L.
Gardea that he will, for and in consideration of the permission granted him to remove 9 feet
of curbing on Florida Street adjacent to the above described property, bind himself to, and
he hereby by these presents agrees to, remove any driveway constructed in pursuance hereto,
and to replace the curbing at such time as the City Council of San Diego directs him so to
do, and comply therewith at his own expense and with no cost or obligation on the part of
The City of San Diego.

He further agrees that this agreement shall be binding on himself, his heirs and
assigns, and that any sale of the property therein mentioned and described shall be made
subject to the condition and agreements herein named.

MOISES L. GARDEA
Owner's Name
4059 Florida St.
Address

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 31st day of August, A.D. Nineteen Hundred and 38, before me, Fred W. Sick
a Notary Public in and for said County, residing therein, duly commissioned and sworn, per-
sonally appeared Moises L. Gardea known to me to be the person described in and whose name
is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at
my office in San Diego, County of San Diego, State of California, the day and year in this
certificate first above written.

(SEAL) FRED W. SICK
Notary Public in and for the County of San Diego,
State of California.

RECORDED SEP 14 1938 19 Min. past 10 A.M. In Book 820 At Page 214 of Official
Records, San Diego Co., Cal. Recorded At Request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.
M. METHENY - 16
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Curb Cutting Agreement from Moises L. Gardea to the City of San Diego, California. Being
Document No. 309943.

J.M.ASHLEY
City Clerk of the City of San Diego, California

By Helen M. Willis Deputy.

A G R E E M E N T

WHEREAS, John E. Drummond is the owner of Lots 7 & 8 Block 175 Subdivision Univer-
sity Heights and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The
City of San Diego, California, prohibit the removal of any curbing or the installation of any
driveway on any city street prior to signing an agreement with the City to replace any curb-
ing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 31st day of August, 1938, by John E.
Drummond that he will, for and in consideration of the permission granted him to remove 9
feet of curbing on Florida Street adjacent to the above described property, bind himself to,
and he hereby by these presents agrees to, remove any driveway constructed in pursuance here-
to, and to replace the curbing at such time as the City Council of San Diego directs him so

to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

He further agrees that this agreement shall be binding on himself, his heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

JOHN E. DRUMMOND
Owner's Name
4071 Florida
Address

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 31st day of August, A.D. Nineteen Hundred and 38, before me, Fred W. Sick a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared John E. Drummond known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

FRED W. SICK
Notary Public in and for the County of San Diego,
State of California.

(SEAL)
My Commission Expires,
May 15, 1939.

RECORDED SEP 14 1938 18 Min. past 10 A.M. In Book 831 At Page 10 of Official Records, San Diego Co., Cal. Recorded At Request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.
C. JOHNSON

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from John E. Drummond to the City of San Diego, California. Being Document No. 309944.

J.M.ASHLEY
City Clerk of the City of San Diego, California

By Helen M. Wallig Deputy.

A G R E E M E N T

WHEREAS, Perry R. Foreman is the owner of Lots 5 & 6 Block 175 Subdivision University Heights, and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 29th day of August, 1938, by Perry R. Foreman that he will, for and in consideration of the permission granted him to remove 9 feet of curbing on Florida Street adjacent to the above described property, binds himself to, and he hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of the City of San Diego.

He further agrees that this agreement shall be binding on himself, his heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

PERRY R. FOREMAN
Owner's Name
4075 Florida
Address

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 29th day of August, A.D. Nineteen Hundred and thirty-eight, before me, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Perry R. Foreman known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

FRED W. SICK
Notary Public in and for the County of San Diego,
State of California.

(SEAL)

RECORDED SEP 14 1938 18 Min. past 10 A.M. In Book 831 At Page 10 of Official Records, San Diego Co., Cal. Recorded At Request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.
C. JOHNSON

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from Perry R. Foreman to City of San Diego, California. Being Document No. 309945.

J.M.ASHLEY
City Clerk of the City of San Diego, California

By Helen M. Wallig Deputy.

A G R E E M E N T

WHEREAS, Griffing Bancroft is the owner of the Property known as Lots A & B, Block 227, Subdivision Horton's and,
WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California; prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, Signed and executed this 24th day of August, 1938, by Griffing Bancroft that he will, for and in consideration of the permission granted him to remove 100 feet of curbing on 4th & Fir St. street adjacent to the above described property, bind himself to, and does hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of the City of San Diego.

Does further agree that this agreement shall be binding on himself, his heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

GRIFFING BANCROFT
Owner's Name

Address.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 25th day of August, A.D. Nineteen Hundred and thirty-eight, before me, L. Doster a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Griffing Bancroft known to me to be the person described in and whose name he subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL) L. DOSTER
Notary Public in and for the County of San Diego,
State of California.

RECORDED SEP 14 1938 18 Min. past 10 A.M. In Book 830 At Page 8 of Official
Records, San Diego Co., Cal. Recorded At Request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.
O. PRYOR

Copyist County Recorder's Office, S.D.County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from Griffing Bancroft to the City of San Diego, California. Being Document No. 309949.

J.M.ASHLEY
City Clerk of the City of San Diego, California

By Helen M. Willey Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, That J.R.TOWNSEND COMPANY, INC. a corporation, as Principal and GREAT AMERICAN INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of THREE HUNDRED FIFTY-NINE DOLLARS (\$359.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 8th day of September, 1938.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to Furnish and deliver:

1 - 2-3 Ton truck chassis and closed cab,
in accordance with the specifications referred to in said contract, and for the contract price therein set forth.

NOW THEREFORE, if the said principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

J.R.TOWNSEND COMPANY, Principal
By J.R.TOWNSEND, Pres.

(SEAL) ATTEST:
N.W.BAYNE, Secy.Treas.

GREAT AMERICAN INDEMNITY COMPANY, Surety
By L. DOSTER
By E.K.JAMES
Attorneys-in-fact.

(SEAL)

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 8th day of September in the year one thousand nine hundred and thirty-eight, before me R.L.Paine a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared L. Doster and E.K.James known to me to be the Attorneys-in-Fact of the Great American Indemnity Company, the Corporation described in and that executed the within instrument, and also known to me to be the persons who executed it on behalf of the Corporation therein named, and they acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office, in the said County of San Diego, the day and year in this certificate first above written.

(SEAL) R.L.PAINE
Notary Public in and for the County of San Diego,
State of California.

My Commission will expire 1-12-42

I hereby approve the form of the within Bond, this 12th day of September, 1938.

D.L.AULT, City Attorney
By H.B.DANIEL, Asst. City Attorney.

I hereby approve the within Bond this 12th day of September, 1938.

R.W.FLACK, City Manager.

C O N T R A C T

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 12th day of September, 1938, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and J.R.TOWNSEND COMPANY, a corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said Contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City;

1 - 2-3 Ton truck chassis and closed cab, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 309367.

Said Contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

One Thousand Four Hundred Thirty-three and 17/100 Dollars (\$1433.17). Said price includes the California Sales Tax.

Said contractor agrees to begin delivery of said material within 45 days from and after the date of the execution of this contract, and to complete said delivery on or before the 23 day of October, 1938.

Said City, in consideration of the furnishing and delivery of said material by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said material by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit:

One Thousand Four Hundred Thirty-three and 17/100 Dollars (\$1433.17).
said payments to be made as follows:

Upon delivery of said material, and the acceptance of the same by the City Manager of said City, ninety per cent (90%) of the said contract price shall be paid said contractor, and ten per cent (10%) shall not become due and payable until a release shall have been executed and filed as hereinafter provided, and until five (5) days shall have elapsed after the expiration of the period within which liens may be filed under the provisions of Title IV, Part III, of the Code of Civil Procedure of the State of California. When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager of said City, and when a release of all claims against The City of San Diego under or by virtue of the contract shall have been executed by the contractor, and when five (5) days shall have elapsed after the expiration of the period within which liens may be filed, as hereinabove provided, final payment will be made, at such time, and in such manner as provided by law, of any balance due, including the percentage withheld as above stated, or such portion thereof as may be due the contractor.

Said contractor hereby agrees that it will be bound by each and every part of this contract, and deliver and cause to be delivered all of said material, as herein specified.

No interest in this agreement shall be transferred by the contractor to any other party, and any such transfer shall cause annulment of this contract, so far as The City of San Diego is concerned. All rights of action, however, for any breach of this contract are reserved to said City.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of The City of San Diego, or the general laws in effect in said City, shall said City or any department, board or officer thereof, be liable for any portion of the contract price; also that no extra work shall be done by said contractor unless authorized and directed by resolution of said Council to that effect.

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of the City of San Diego, pursuant to and under Resolution No. 68154 of the Council authorizing such execution, and the contractor has caused this instrument to be executed by its proper officers, thereunto duly authorized, and its corporate name and seal to be hereunto affixed by its proper officers, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO.
By R. W. FLACK, City Manager.

J.R.TOWNSEND COMPANY, Contractor
By J.R.TOWNSEND, Pres.

(SEAL) ATTEST:
N.W.BAYNE, Secy.Treas.

I hereby approve the form of the foregoing contract, this 12th day of September, 1938.

D.L.AULT, CITY ATTORNEY
By H.B.DANIEL, Asst. City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with J.R.Townsend Co. Inc. for truck chassis. Being Document No. 309966.

J.M.ASHLEY

City Clerk of the City of San Diego, California.

By Helen M. Willey Deputy.

L E A S E

THIS AGREEMENT OF LEASE, made and entered into this 1st day of September, 1938, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter called the Lessor, and E. RALPH SCHISLER and STEPHEN G. FLETCHER, co-partners doing business under the firm name and style of The Torrey Pines Company, hereinafter called the Lessees, WITNESSETH:

That the Lessor, for and in consideration of the payment of the rents to be paid by the Lessees, as hereinafter set forth, and in consideration of the covenants of the Lessees hereinafter set out and their faithful performance by such Lessees, and upon and subject to the terms, conditions and reservations herein set forth, hereby leases unto the said Lessees that certain real property situated in the County of San Diego, State of California, and particularly described as follows, to-wit:

All that cleared and/or cultivated land lying west of Pacific Highway not included within the bounds of Torrey Pines Park, situated within the following Pueblo lots 1314, 1323, 1324, 1325, 1326, 1330, 1331 and 1333; EXCEPTING City Pump House and Chlorination Station and the land immediately adjacent thereto; EXCEPTING all public streets, roads and highways and EXCEPTING that certain tract of land in Pueblo Lot 1324, particularly described as follows, to-wit:

Beginning at the northeasterly corner of said Pueblo Lot 1324; thence North 89° 40' 35" west along the northerly line of said Pueblo Lot 1324, a distance of 840 feet to an intersection with the easterly line of Torrey Pines Park; thence southerly along a line parallel with and distant 840 feet North 89° 40' 35" West from the easterly line of said Pueblo Lot 1324, being also along the easterly line of said Torrey Pines Park and the southerly prolongation thereof, a distance of 1400 feet to the true point of beginning; thence North 89° 40' 35" West on a line parallel with the northerly line of said Pueblo Lot 1324 to an intersection with the easterly exterior boundary line of said Torrey Pines Park; thence in a general northerly, northwesterly, northeasterly and easterly direction along the courses of said exterior boundary line of said Torrey Pines Park to an intersection with a line drawn parallel with and distant 840 feet North 89° 40' 35" West from the easterly line of said Pueblo Lot 1324; thence southerly along said last described parallel line to the true point of beginning, containing 20 acres; the land included in this lease being 302.66 acres.

TO HAVE AND TO HOLD the said premises and each and every parcel thereof unto the said Lessees, for a period of one (1) year, beginning on the 1st day of September, 1938, and ending on the 31st day of August, 1939, at a rental of Two and 50/100 Dollars (\$2.50) per acre per year, payable semi-annually in advance during the term of this lease.

In consideration of the covenants herein contained the parties hereto agree as follows:

First. That the above described premises are leased to said Lessees for farming purposes and for no other purposes, and Lessees agree to care for same and the crops thereon according to the rules of good husbandry.

Second. That the Lessees will pay the said rental promptly at the times when the same shall become payable, as above provided.

Third. That the City reserves all gas, oil and mineral rights in and on said premises herein leased, with the right to go upon said property and prospect or drill for oil, gas and minerals.

Fourth. The City reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of same, and/or for the purpose of drilling, operating and maintaining wells and pipelines on said premises, and for the purpose of making repairs to or developing the water system of said City; but the City shall be under no obligation to furnish, and the Lessees shall have no right to require, the City to furnish water for the use of the Lessees on said premises at any time, except during the months of November, December, January, February and March of each year; and it is hereby agreed between the parties hereto that during the months hereinbefore mentioned the City agrees to sell water required by the Lessees for use upon the said premises, said water to be paid for by the Lessees at the current rate and subject to the regulations and conditions contained in Ordinance No. 861 (New Series) and Ordinance No. 817 (New Series), and amendments thereto, of the ordinances of The City of San Diego.

It is further agreed by and between the parties hereto that in connection with the above agreement with respect to the furnishing of water, that the City shall be under no obligation whatever with respect to providing pipelines for the distribution of said water on the said premises; and the Lessees hereby agree to bear all the expense arising from the necessity for expending funds in the construction of pipelines or other appurtenances necessary for the distribution of water.

Fifth. That the Lessees shall keep and maintain said premises in as good repair and condition as they may receive them at their own expense (ordinary wear and tear and the acts of God excepted) and the said City shall not be called upon to make any expenditures or repairs on said premises.

Sixth. Lessees shall bear the entire expense arising by reason of the construction of any improvements on the said premises, and the said Lessees shall have the privilege, upon the termination of this lease, of removing from said demised premises, at their own expense, all buildings and improvements which have been placed thereon.

Seventh. All buildings erected by Lessees on said demised premises shall conform to all requirements of the Building Ordinance of the City of San Diego.

Eighth. Said Lessees agree that on the last day of said term, or other sooner termination of this lease, the said Lessees shall and will peaceably and quietly leave, surrender and yield up unto said City the said premises, in as good state and condition as the same are now in or may be put into, reasonable use and wear thereof and damage by the elements excepted.

Ninth. It is further agreed by and between the parties hereto that in case of the violation by the Lessees of any of the terms and conditions of this lease, the City may either terminate this lease upon notice and take possession of the premises, or may enter and possess the same as the agent of the Lessees and for its account.

It is understood and agreed by and between the parties hereto that this lease shall not be assigned or transferred, nor shall the said Lessees have the right to sublet the leased premises, or any part thereof, without permission of the City Manager of the City of San Diego.

It is understood and agreed that a waiver by the Lessor of any default hereunder shall not be considered, nor held to be, a waiver of any subsequent or other default, and also that consent to the subletting of said premises or any part thereof, or to the assignment of this lease, shall not be construed or considered as a consent to any other or subsequent subletting or assignment.

IT IS HEREBY EXPRESSLY UNDERSTOOD AND AGREED that, anything herein to the contrary notwithstanding, the City shall have, and said City hereby reserves, the right to terminate this lease at any time and take possession of the said demised premises, and every part thereof; provided, however, that the City shall, as a condition to the exercise of said right of termination, give to the Lessees at least thirty days' notice of its intention so to do. Such notice may be served upon some person in charge of said demised premises, or may be posted on said demised premises; and said City shall pay to the Lessees a sum which shall be sufficient to compensate the Lessees for the damage which the Lessees may suffer by reason of the termination of said lease by the City, as above provided, prior to the expiration of the term as herein fixed. If the City and the Lessees cannot agree upon the amount of such compensation, then it shall be determined by a board of arbitrators to consist of three members, one of whom shall be chosen by the City and one by the Lessees, and the two so chosen shall select a third. A decision of the majority shall be binding upon the parties hereto.

And it is further agreed that in the event this lease is cancelled, as herein provided, or upon the termination of the terms of the lease, as herein provided, that the Lessees hereby agree to furnish the City with a good and sufficient quitclaim deed to all premises described herein.

IN WITNESS WHEREOF, this lease is executed by The City of San Diego, acting by and through the City Manager of said City, and said Lessees have hereunto subscribed their names, the day and year first hereinabove written.

THE CITY OF SAN DIEGO, Lessor
By R.W.FLACK, City Manager.

STEPHEN G. FLETCHER
E. RALPH SCHISLER
Co-partners doing business under the
firm name and style of The Torrey Pines
Company.
Lessees.

I HEREBY APPROVE the form of the foregoing Lease this 18th day of September, 1938.

D.L.AULT, City Attorney
By H.B.DANIEL, Asst. City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with E. Ralph Schisler & Stephen G. Fletcher. Being Document No. 310014.

J.M.ASHLEY
City Clerk of the City of San Diego, California

By Helen M. Willis Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, That SMITH BOOTH USHER COMPANY, a corporation, as Principal and GLOBE INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of ONE THOUSAND SIX HUNDRED FOUR DOLLARS (\$1,604.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 13th day of September, 1938.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to Furnish and deliver:

2 - Galion single drive motor patrol graders,
in accordance with the specifications referred to in said contract, and for the contract price therein set forth.

NOW, THEREFORE, if the said principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

(SEAL) ATTEST:
F.B.WHITTAM, Sec'y.

SMITH BOOTH USHER COMPANY, Principal
By C.E.BAKER, Pres.

(SEAL)

GLOBE INDEMNITY COMPANY, Surety
By E.L.COLE, Attorney in fact.

STATE OF CALIFORNIA,)
COUNTY OF LOS ANGELES,)ss

On this 13th day of September in the year 1938, before me, C.T.Joy, a Notary Public in and for the County and State aforesaid, personally appeared E.L.Cole known to me to be the person whose name is subscribed to the within instrument as the attorney-in-fact of GLOBE INDEMNITY COMPANY and acknowledged to me that he subscribed the name of the said Company thereto as principal, and his own name as Attorney-in-Fact.

(SEAL)
My Commission Expires,
June 14, 1942.

C.T.JOY
Notary Public in and for said County and State.

I hereby approve the form of the within Bond, this ____ day of September, 1938.
D.L.AULT, City Attorney.

I hereby approve the within Bond this ____ day of September, 1938.
R.W.FLACK, City Manager.

C O N T R A C T

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 14th day of September, 1938, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and SMITH BOOTH USHER COMPANY, a corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City:

2 - Galion single drive motor patrol graders, in accordance with the specifications therefor on file in the office of the City Clerk of the City of San Diego, California, under Document No. 309367.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

Six Thousand Four Hundred Twelve and 78/100 Dollars (\$6,412.78). Said price includes the California State Sales Tax.

Said contractor agrees to begin delivery of said material within ____ days from and after the date of the execution of this contract, and to complete said delivery on or before the ____ day of ____, 1938.

Said City, in consideration of the furnishing and delivery of said material by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said material by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit:

Six Thousand Four Hundred Twelve and 78/100 Dollars (\$6,412.78);
said payments to be made as follows:

Upon delivery of said material, and the acceptance of the same by the City Manager of said City, ninety per cent (90%) of the said contract price shall be paid said contractor, and ten per cent (10%) shall not become due and payable until a release shall have been executed and filed as hereinafter provided, and until five (5) days shall have elapsed after the expiration of the period within which liens may be filed under the provisions of Title IV, Part III, of the Code of Civil Procedure of the State of California. When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager of said City, and when a release of all claims against The City of San Diego under or by virtue of the contract shall have been executed by the contractor, and when five (5) days shall have elapsed after the expiration of the period within which liens may be filed, as hereinabove provided, final payment will be made, at such time, and in such manner as provided by law, of any balance due, including the percentage withheld as above stated, or such portion thereof as may be due the contractor.

Said contractor hereby agrees that it will be bound by each and every part of this contract, and deliver and cause to be delivered all of said material, as herein specified.

No interest in this agreement shall be transferred by the contractor to any other party, and any such transfer shall cause annulment of this contract, so far as The City of San Diego is concerned. All rights of action, however, for any breach of this contract are reserved to said City.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of The City of San Diego, or the general laws in effect in said City, shall said City or any department, board or officer thereof, be liable for any portion of the contract price; also that no extra work shall be done by said contractor unless authorized and directed by resolution of said Council to that effect.

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of the City of San Diego, pursuant to and under Resolution No. 68153 of the Council authorizing such execution, and the contractor has caused this contract to be executed by its proper officers, thereunto duly authorized, and its corporate name and seal to be hereunto attached, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO.

By R.W.FLACK, City Manager.

SMITH BOOTH USHER COMPANY, Contractor
By C.E.BAKER, Pres.

(SEAL) ATTEST:
F.B.WHITTAM, Sec'y.

I hereby approve the form of the foregoing contract, this 14th day of September, 1938.

D.L.AULT, City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Smith Booth Usher Co. for two motor patrol graders. Being Document No. 310022.

J.M.ASHLEY

City Clerk of the City of San Diego, California.

By Helena M. Wilby Deputy.

L E A S E

THIS INDENTURE OF LEASE, made and entered into this 8th day of September, 1938, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, acting by and through the Harbor Commission of said City, as Lessor, hereinafter sometimes called the City, and SHELL OIL COMPANY, a California corporation, hereinafter designated as the Lessee, WITNESSETH:

That the City, Lessor as aforesaid, does by these presents demise and let unto the Lessee, upon the terms and conditions, and for the purposes and uses hereinafter recited, and the Lessee hereby hires and accepts from the City, upon the terms and conditions and for the uses and purposes hereinafter recited, all those lands bordering and extending into the Bay of San Diego, and being a portion of those lands conveyed to The City of San Diego by the State of California under the provisions of that certain Act of the Legislature entitled, "An Act conveying certain tidelands and lands lying under inland navigable waters situated in the Bay of San Diego to the City of San Diego, in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof," approved on the first day of May, 1911, and as subsequently amended, more particularly described as follows, to-wit:

Beginning at a point on the mean high tide line where said mean high tide line would be intersected by the southwesterly prolongation of the northwesterly line of Crosby Street; thence southwesterly along the southwesterly prolongation of the northwesterly line of Crosby Street to an intersection with the U.S. Pierhead line as established in 1912; thence north 50° 50' west along said U.S. Pierhead line to a point where said Pierhead line would be intersected by a line drawn parallel to and distant 100 feet northwesterly from the southwesterly prolongation of the northwesterly line of Crosby Street; thence northeasterly along a line drawn parallel to and distant 100 feet northwesterly from the southwesterly prolongation of the northwesterly line of Crosby Street to an intersection with the mean high tide line; thence southeasterly along said mean high tide line to the point of beginning.

The lands hereinabove described being shown on the map or plat attached hereto, marked Exhibit "A", and made a part of this lease.

TO HAVE AND TO HOLD the said premises and each and every parcel thereof unto the said Lessee, for the period of ten (10) years, beginning on the 1st day of October, 1938, and ending on the 30th day of September, 1948, unless sooner terminated as herein provided, at the following rentals:

For the first two-year portion of said term, Seventy-five Dollars (\$75.00) per month;

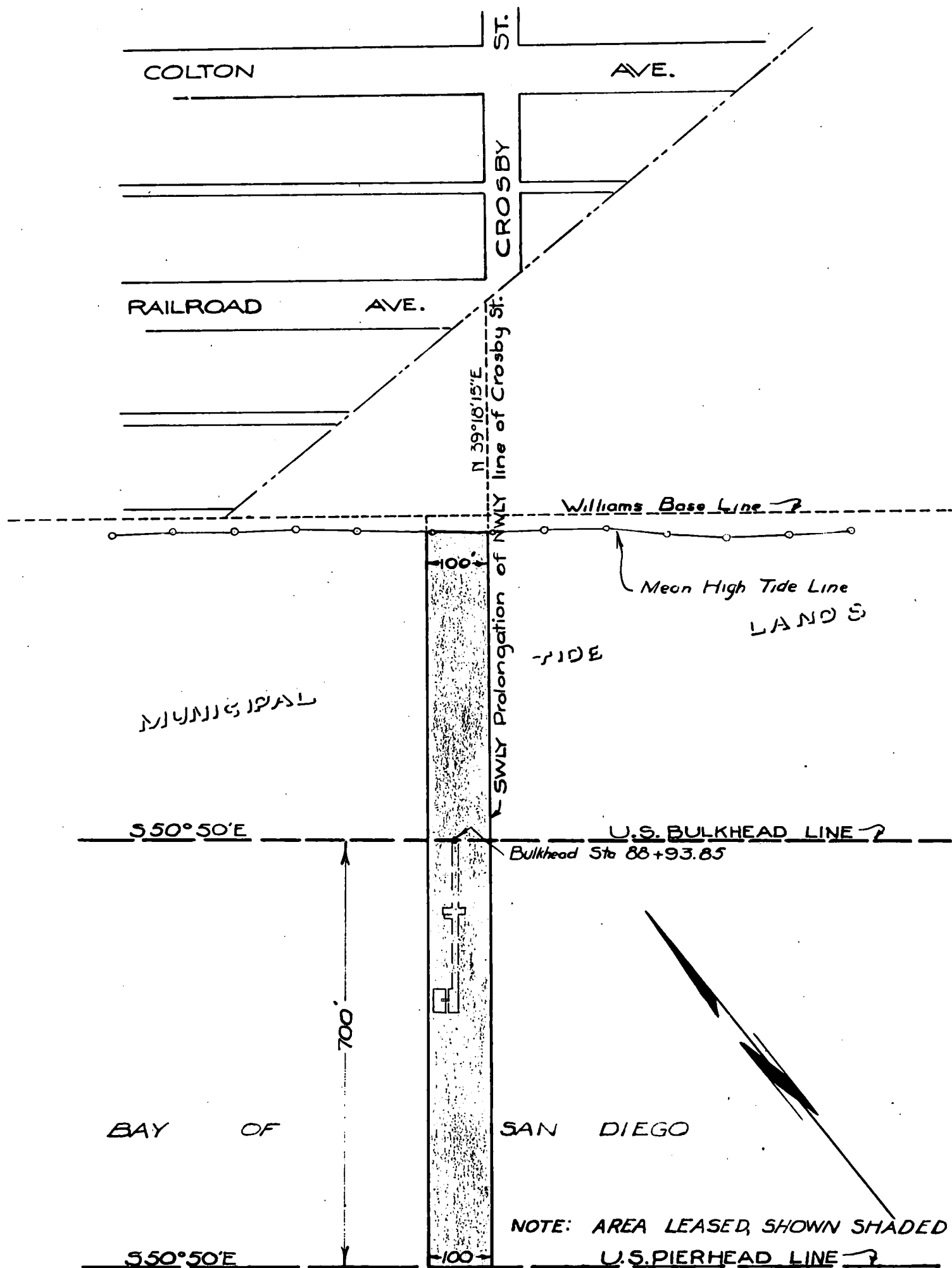
For the last eight-year portion of said term, One hundred Dollars (\$100.00) per month;

All rentals hereunder shall be due and payable monthly in advance upon the first day of each and every month during the term of this lease.

In addition to the rentals hereinabove provided to be paid, the Harbor Commission of said City may assess a tax of one-half cent (1/2¢) per barrel of forty-two (42) gallons for all oil passing over the dock to be constructed on said leased premises.

Neither the whole, nor any part of this lease shall be assignable or transferable, nor shall the Lessee have the right to sublet the leased premises, or any part thereof, without the consent of the Harbor Commission, evidenced by resolution duly adopted.

The Council of said City, and the Harbor Commission of said City, and the people of said City, hereby reserve the right and privilege to annul, change or modify this lease in such manner as may seem proper, upon the payment to said Lessee of reasonable compensa-



Drawn by EAdC.
Traced by EAdC.
Checked by
Approved by

Port Director

HARBOR DEPARTMENT CITY OF SAN DIEGO
TIDELAND AND WHARF LEASE
SHELL OIL COMPANY

Date June 9, 1938
Scale 1"=200'

DRAWING NO.
101-B

tion for damages occasioned by said annulment, change or modification. The reasonable compensation herein provided to be paid to the Lessee shall be based upon and limited to compensation for the actual value of such buildings, structures and physical improvements placed upon the demised premises by the Lessee, as are required, authorized or permitted under the terms of this lease, and shall not be held to include compensation to said Lessee for any damage to, interference with, or loss of business or franchise occasioned by any such amendment, change or modification.

In addition to the foregoing provisions, it is hereby agreed by the parties to this lease that the same is granted and accepted upon the further terms and conditions hereinafter provided, to-wit:

(1) That the demised premises shall be used only and exclusively for the purpose of maintaining and operating thereon wharves and trestles, or both. That said Lessee shall have the right to construct, maintain and operate upon such wharves or trestles, and remove therefrom, pipe lines for the transportation of oil, water and gas, and other substances, and lines for telephone, telegraph, light and/or power purposes, and also such building, structures, appliances and appurtenances as may be necessary or convenient for the proper use and enjoyment of said wharves and trestles and for the loading and discharging of cargo upon or from vessels thereat. That said Lessee shall also have the right to dock or cause to be docked vessels at such wharves or trestles for the purpose of loading or discharging cargo, subject to such regulations as are now in force or may be hereafter prescribed by the proper authority of The City of San Diego, covering the dockage of vessels at wharves in the Bay of San Diego.

(2) That all plans for buildings, structures, wharves and improvements to be erected or placed upon said leased premises shall comply with all the ordinances and regulations of The City of San Diego, and shall be subject to the approval of the Harbor Commission and the Planning Commission of said City.

(3) That upon the expiration of the term of this lease, or upon the sooner termination thereof, as herein provided, said Lessee shall promptly remove from said premises such wharves, trestles, pipe lines, lines for telephone, telegraph, light and/or power purposes, and such buildings, structures, appliances and appurtenances as may have been constructed by said Lessee on said premises.

(4) At no time during the life of this lease shall The City of San Diego be required to make any improvement on or for the benefit of the said leased lands hereinabove described; and it is expressly understood that The City of San Diego shall not bear any of the costs of any dredging whatever from the said leased premises to deep water channel, which will be necessitated by reason of filling done by said The City of San Diego.

(5) It is further stipulated and agreed that this lease is made upon the express condition that the said Lessee will make such provisions for the disposal of surface storm waters emptying into the Bay of San Diego, at any point where said described tidelands would be reclaimed by the said Lessee of said tidelands, as may be required of it by the Harbor Commission of the City of San Diego. It is further understood and agreed that the cost of making such provisions for the disposal of such storm waters shall be borne wholly by the said Lessee.

(6) In the event that the U.S. Bulkhead Line shall at any time be re-established and moved channelward, then and in that event said Lessee shall have all the additional ground between the 1912 Bulkhead Line and any new bulkhead line, and shall pay rental therefor at such rate as may be determined upon by the Harbor Commission of the City of San Diego.

(7) In the event that the Lessee shall fail to fulfill in any manner the uses and purposes for which the said premises are leased, as above stated, or shall fail or refuse to perform the obligations by it under this lease undertaken, then and in that event this lease shall terminate, and said Lessee shall have no further rights thereunder, and the said Lessee shall remove from said demised premises and shall have no further right or claim thereto, and the said City shall immediately thereupon, without recourse to the Courts, have the right to take possession of said property, and said Lessee shall forfeit all rights and claims thereto and thereunder; and said Lessee, in accepting this lease, hereby acknowledges the right of said City to take possession of said premises immediately upon the neglect or refusal of said Lessee to comply with the terms and conditions hereinbefore mentioned.

(8) Reference is hereby made to all laws as now existing, and as hereafter amended or enacted applicable to the leasing of tidelands by The City of San Diego, and by such reference all restrictions or conditions imposed or reservations made thereby are made a part of this lease, with like effect as though the same were expressly set forth herein.

(9) It is hereby expressly understood and agreed by and between the parties hereto that upon the execution and going into effect of this lease, that that certain lease heretofore executed between The City of San Diego and Shell Oil Company, a California corporation, which said lease is dated February 1, 1935, and is on file in the office of the City Clerk of said City, bearing Document No. 292242, and recorded in Book 8, page 274, Records of said City Clerk, shall immediately terminate, and that all rights and obligations thereunder, both of the Lessor and of the Lessee, shall cease and determine.

IN WITNESS WHEREOF, a majority of the members of the Harbor Commission of The City of San Diego have hereunto subscribed their names, as and for the act of said City, and the said Lessee has caused this instrument to be executed, and its corporate name and seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first hereinabove written.

THE CITY OF SAN DIEGO, Lessor
By R.H. VanDEMAN
EMIL KLICKA
Members of the Harbor Commission
of the City of San Diego.

SHELL OIL COMPANY, Lessee.
By L.C. McLAREN, Vice-President.

(SEAL)
A.R. BRADLEY, Secretary.
APPROVED: DETAIL: HWW

I hereby approve the form of the foregoing Lease, this 29 day of July, 1938.

D.L. AULT, City Attorney
By H.B. DANIEL, Assistant City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Tideland Lease with Shell Oil Company. Being Document No. 310032.

J.M. ASHLEY
City Clerk of the City of San Diego, California

By Helen M. Willig Deputy.

A G R E E M E N T

WHEREAS, Hetta Conway is the owner of Residence at 3544 India St. Lot 12 Block 146 Subdivision Middletown, San Diego, Calif. and,
WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,
THIS AGREEMENT, signed and executed this 10th day of Sep't., 1938, by Hetta Conway that she will, for and in consideration of the permission granted her to remove 18 feet of curbing on India St. adjacent to the above described property, bind her to, and she hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs her so to do, and comply therewith at her own expense and with no cost or obligation on the part of the City of San Diego.
She further agrees that this agreement shall be binding on Hetta Conway, her heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.
HETTA CONWAY
Owner's Name
3544 India Street, San Diego, Calif.
Address.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 13th day of September, A.D. Nineteen Hundred and thirty-eight, before me, Estelle L. Monroy a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Hetta Conway known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.
ESTELLE L. MONROY
Notary Public in and for the County of San Diego,
State of California.

(SEAL)
My Commission Expires
January 13, 1940.

RECORDED SEP 20 1938 6 Min. past 3 P.M. In Book 832 At Page 67 of Official Records, San Diego Co., Cal. Recorded At Request of Grantee.
ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS
I certify that I have correctly transcribed this document in above mentioned book.
E. DRUMMOND
Copyist County Recorder's Office, S.D. County, Calif.
I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from Httta Conway to City of San Diego, California. Being Document No. 310047.
J.M.ASHLEY
City Clerk of the City of San Diego, California.
By Nelson M. Willey Deputy.

A G R E E M E N T

WHEREAS, Dorothy V. Groene is the owner of Lot 35-36 Block 126 Subdivision City Heights and,
WHEREAS, the provisions of Ordinance No. 837 (New Series) of the Ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,
THIS AGREEMENT, signed and executed this 7th day of Sept., 1938, by Dorothy V. Groene that she will, for and in consideration of the permission granted her to remove 10 feet of curbing on Marlborough street adjacent to the ~~the~~ above described property, bind to, and I hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.
I further agree that this agreement shall be binding on myself, my heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.
DOROTHY V. GROENE
Owner's Name
3605 Landis St.
Address.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 7th day of Sept., A.D. Nineteen Hundred and thirty-eight, before me, Mary Anderson a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Dorothy V. Groene known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my Office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.
MARY ANDERSON
Notary Public in and for the County of San Diego,
State of California.

(SEAL)

RECORDED SEP 20 1938 7 Min. past 3 P.M. In Book 832 At Page 68 of Official Records, San Diego Co., Cal. Recorded At Request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.

E. DRUMMOND

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from Dorothy V. Groene to the City of San Diego, California. Being Document No. 310048.

J.M. ASHLEY

City Clerk of the City of San Diego, California.

By Helen M. Willey Deputy.

A G R E E M E N T

WHEREAS, S.D. Archer is the owner of Lot 28 Block 110 Subdivision University Hts. and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the Ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 3rd day of September, 1938, by S.D. ARCHER that he will, for and in consideration of the permission granted him to remove 10 feet of curbing on El Cajon Blvd. adjacent to the above described property, bind himself to, and he hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

He further agrees that this agreement shall be binding on himself, his heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

S.D. ARCHER

Owner's Name

2944 El Cajon Blvd.

Address.

STATE OF CALIFORNIA,)
 COUNTY OF SAN DIEGO,) ss

On this 7th day of September, A.D. Nineteen Hundred and thirty-eight, before me, J.F. Carlson a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared S.D. Archer known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

J.F. CARLSON

Notary Public in and for the County of San Diego, State of California.

(SEAL)

My Commission Expires,
 March 7th, 1940.

RECORDED SEP 20 1938 8 Min. past 3 P.M. In Book 812 At Page 452 Of Official Records, San Diego Co., Cal. Recorded At Request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.

ZETTA J. BEER

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from S.D. Archer to City of San Diego, California. Being Document No. 310049.

J.M. ASHLEY

City Clerk of the City of San Diego, California.

By Helen M. Willey Deputy.

A G R E E M E N T

WHEREAS, Leila F. Williams is the owner of Lot 25 & 26 Block 38 Subdivision Re-subdivision of Lots H & I of Teralta and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 12th day of Sept., 1938, by Leila F. Williams that she will, for and in consideration of the permission granted her to remove 16 feet of curbing on Orange Ave. adjacent to the above described property, bind herself to, and she hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs her so to do, and comply therewith at her own expense and with no cost or obligation on the part of The City of San Diego.

She further agrees that this agreement shall be binding on her, her heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

LEILA F. WILLIAMS

Owner's Name

4204 Swift

Address

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 12th day of September, A.D. Nineteen Hundred and 38, before me, Fred W. Sick a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Leila F. Williams known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL) FRED W. SICK
Notary Public in and for the County of San Diego,
State of California.

RECORDED SEP 20 1938 9 Min. past 3 P.M. In Book 816 of Page 433 of Official
Records, San Diego Co., Cal. Recorded At Request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.
E. Baeppler
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from Leila F. Williams to the City of San Diego, California. Being Document No. 310050.

J.M.ASHLEY
City Clerk of the City of San Diego, California
By Helen M. Wilby Deputy

A G R E E M E N T

WHEREAS, Earl P. Andreen is the owner of property - 877 Armada Ter. Lot 9 & 10 Block 5 Subdivision Ironston, San Diego and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway, on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 10th day of September, 1938, by the owner that he will, for and in consideration of the permission granted him to remove 16 feet of curbing on Armada street adjacent to the above described property, bind to to, and do hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of the City of San Diego.

He further agrees that this agreement shall be binding on himself, his heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

EARL P. ANDREEN
Owner's Name
877 Armada Terrace
Address

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 10th day of September, A.D. Nineteen Hundred and thirty-eight, before me, Annette K. Uehling a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Earl P. Andreen known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL) ANNETTE K. UEHLING
Notary Public in and for the County of San Diego,
State of California.
My Commission Expires,
Jan. 7, 1942.

RECORDED SEP 20 1938 5 Min. past 3 P.M. In Book 812 At Page 451 of Official
Records, San Diego Co., Cal. Recorded At Request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.
ZETTA J. BEER
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from Earl P. Andreen to City of San Diego, California. Being Document No. 310051.

J.M.ASHLEY
City Clerk of the City of San Diego, California.
By Helen M. Wilby Deputy;

CERTIFIED COPY POWER OF ATTORNEY FROM
GLOBE INDEMNITY COMPANY.

KNOW ALL MEN BY THESE PRESENTS: That the GLOBE INDEMNITY COMPANY, a New York Corporation, having its principal office in the City, County and State of New York, pursuant to the following By-Law, which was adopted by the Directors of the said Company on February 11, 1931, to-wit:

Article V, Section I, Provides "The President, any Vice-President, or any other Officer designated by the Board shall have power and authority to appoint Resident Vice-

Presidents, Resident Secretaries, Resident Assistant Secretaries, and Attorneys in fact, and to give such appointees full power and authority to sign, and to seal with the Company's seal, where required, all policies, bonds, recognizances, stipulations and all underwriting undertakings, and he may at any time in his judgment remove any such appointees and revoke any authority given to them."

does hereby nominate, constitute and appoint Will H. Bates, C.A.Braun, Otis Harris and E.B.Yohe, all of Columbus, Ohio, its true and lawful agents and Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, as surety, any and all bonds and undertakings, in penalties not exceeding Three Hundred Thousand Dollars (\$300,000.00) each, in its business of guaranteeing the fidelity of persons holding places of public or private trust and guaranteeing the performance of contracts (Other than insurance policies) and all bonds or other undertakings, in penalties limited as aforesaid, required or permitted in all actions or proceedings or by law required or permitted.

All such bonds and undertakings as aforesaid to be signed for the Company and the Seal of the Company attached thereto by the said Will H. Bates, alone.

And furthermore, all such bonds and undertakings in penalties not exceeding One Hundred Thousand Dollars (\$100,000.00) each, may be signed for the Company and the Seal of the Company attached thereto by any one of the said Otis Harris, C.A.Braun or E.B.Yohe, alone.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company as fully and amply, to all intents and purposes, as if they were duly executed by the regularly elected officers of said Company.

IN WITNESS WHEREOF, the GLOBE INDEMNITY COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereto affixed this 8th day of July, 1936.

(Corporate Seal)

(Signed) M.A.CRAIG, Vice-President.

STATE OF NEW YORK,)
COUNTY OF NEW YORK) ss

On this 8th day of July, A.D. 1936 before the subscriber, a Notary Public of the State of New York, duly commissioned and qualified, came M.A.CRAIG, Vice-President of the GLOBE INDEMNITY COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposed and said, that he is the officer of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation, and that Article V, Section 1, of the By-laws of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of New York the day and year first above written.

(Signed) A.J.CLEFFI

Notary Public, New York Co., No. 73, Reg. No. 7 C
163 Commission Expires March 30, 1937.

(Notarial Seal)

I, the undersigned, assistant secretary of the Globe Indemnity Company, a New York Corporation, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing on the reverse side hereof is a full, true and correct copy, remains in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Company at the City of New York this 9th day of September, 1938.

(SEAL)

A.C.HOFFMAN, Assistant Secretary

STATE OF OHIO,)
COUNTY OF FRANKLIN,) ss

Personally appeared before me, a Notary Public in and for said State and County, WILL H. BATES who being by me duly sworn, upon his oath doth say that he is an Attorney-in-Fact named in the attached Power of Attorney issued by the Globe Indemnity Company on July 8th, 1936 to Will H. Bates and others, and that the authority granted by the said Power of Attorney has not been revoked nor rescinded.

Subscribed and sworn to before me
this 14th day of Sept. 1938.

WILL H. BATES

OTIS HARRIS

OTIS HARRIS, Notary Public Franklin Co. O.
My Commission Expires April 20, 1940.

B O N D

KNOW ALL MEN BY THESE PRESENTS, That, we, THE SEAGRAVE CORPORATION, as Principal, and GLOBE INDEMNITY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of New York, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of SIX THOUSAND NINE HUNDRED AND SEVENTY-TWO DOLLARS (\$6,972.00), lawful money of the United States, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said principal and surety hereby bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

Signed by us, and dated this 9 day of September, 1938.

THE CONDITION of the above and foregoing obligation are such, that whereas, the said principal on the ___ day of September 1938, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City:

Two (2) SEAGRAVE Model 12J-1, Stannard V-12 cylinder triple combination 1250 gallon pumping engines, hose cars and 100 gallon water tanks;
in accordance with specifications filed with and forming a part of the contractor's bid, and in accordance with the specifications on file in the office of the City Clerk of said City under Document No. 309387.

NOW, THEREFORE, if the said principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the said principal and surety have caused this instrument to be executed, and their corporate names and seals to be hereunto attached by their proper officers, thereunto duly authorized, the day and year first hereinabove written.

(SEAL) ATTEST:
L.C.BLACK, Secy.

THE SEAGRAVE CORPORATION, Principal
By H.B.SPAIN, Prest.

(SEAL) ATTEST:
R.E.CHENEY

GLOBE INDEMNITY COMPANY, Surety
By WILL H. BATES, Attorney-in-fact

I hereby approve the form of the foregoing bond this 19 day of September, 1938.
D.L.AULT, City Attorney
By H.B.DANIEL, Asst. City Attorney.

I hereby approve the foregoing bond this 19th day of September, 1938.
R.W.FLACK, City Manager.

C O N T R A C T

THIS AGREEMENT, made and entered into this 19th day of September, 1938, between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, acting by and through the City Manager of said City, party of the first part, hereinafter sometimes designated as the City, and THE SEAGRAVE CORPORATION, party of the second part, hereinafter sometimes referred to as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City:

Two (2) SEAGRAVE Model 12J-1, Standard V-12 cylinder triple combination 1250 gallon pumping engines, hose cars and 100 gallon water tanks; in accordance with specifications filed with and forming a part of the contractor's bid, and in accordance with the specifications on file in the office of the City Clerk of said City under Document No. 309387,

Said contractor agrees to deliver said apparatus and equipment to The City of San Diego via steamer freight within one hundred forty (140) calendar days from and after the execution of this contract.

Said contractor further agrees to furnish and deliver said apparatus and equipment hereinabove described at and for the price of twenty-seven thousand eight hundred eighty-seven and 25/100 dollars (\$27,887.25). Said price includes the California Sales Tax.

Said City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of said contractor undertaken by it to be performed, and the acceptance of said apparatus and equipment by the City Manager of said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of Twenty-seven thousand eight hundred eighty-seven and 25/100 dollars (\$27,887.25), as follows:

Upon complete delivery of said apparatus and equipment, and the acceptance of the same by the City Manager of said City, ninety per cent (90%) of the said contract price shall be paid said contractor, and ten per cent (10%) shall not become due and payable until a release shall have been executed and filed as hereinafter provided, and until five (5) days shall have elapsed after the expiration of the period within which liens may be filed under the provisions of Title IV, Part III, of the Code of Civil Procedure of the State of California. When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager of said City, and when a release of all claims against The City of San Diego under or by virtue of the contract shall have been executed by the contractor, and when five (5) days shall have elapsed after the expiration of the period within which liens may be filed, as hereinabove provided, final payment will be made, at such time, and in such manner as provided by law, of any balance due, including the percentage withheld as above stated, or such portion thereof as may be due the contractor.

Said contractor agrees that it will be bound by each and every part of this contract, and furnish and deliver said apparatus and equipment as herein provided.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of said City shall said City, or any department, board or officer thereof, be liable for any portion of the contract price; also that no extra work shall be performed or material or equipment furnished by said contractor unless authorized and directed by resolution of the Council of the City of San Diego to that effect.

No interest in this agreement shall be transferred by the contractor to any other party, and any such transfer shall cause annulment of this contract, so far as The City of San Diego is concerned. All rights of action, however, for any breach of this contract are reserved to said City.

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of the City of San Diego, pursuant to and under Resolution No. 68166 of the Council authorizing such execution, and the contractor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers the day and year in this agreement first above written.

THE CITY OF SAN DIEGO
By R.W.FLACK, City Manager.

THE SEAGRAVE CORPORATION, Contractor.
By H.B.SPAIN, Prest.

(SEAL) ATTEST:
L.C.BLACK, Secy.

I hereby approve the form of the foregoing contract this 19th day of September, 1938.
D.L.AULT, City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Seagrave Corp. for Two fire engines. Being Document No. 310082.

J.M.ASHLEY
City Clerk of the City of San Diego, California
By Helen M. Wilby Deputy.

L E A S E

THIS AGREEMENT, made and entered into this 14th day of September, 1938, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter designated as the City, and N.J.PEAVEY, of Pacific Beach, California, hereinafter designated as the Lessee; WITNESSETH:

That the City, for and in consideration of the payment of the rents to be paid by the Lessee, as hereinafter set forth, and in consideration of the covenants of the Lessee hereinafter set out and their faithful performance by such Lessee, and upon and subject to the terms, conditions and reservations herein set forth, does by these presents lease, demise and let unto the said Lessee the following described property, situate in the County of San Diego, State of California, to-wit:

Pueblo Lot 1240 of the Pueblo Lands of San Diego, according to Map thereof made by James Pascoe, filed as Miscellaneous Map No. 36 in the office of the County Recorder of San Diego County, California; being 120 acres of land, more or less; For a term of one (1) year, beginning on the 10th day of September, 1938, and ending on the 9th day of September, 1939, at the following rental: Forty-five Dollars payable in advance at the office of the Lessor annually during said term.

In consideration of the covenants herein contained the parties hereto agree as follows:

First. That the above described premises are leased to said lessee for stock grazing purposes only, and for no other purpose or purposes.

Second. That this lease shall not be assigned or transferred, nor shall the said lessee have the right to sublet the leased premises, or any part thereof, without the consent in writing of the Council of said City.

Third. That the City reserves all gas, oil and mineral rights in and on said premises herein leased, with the right to go upon said property and prospect or drill for oil, gas and minerals.

Fourth. That the lessee shall keep and maintain said premises in as good repair and condition as he may receive them at his own expense (ordinary wear and tear and the acts of God excepted) and the said City shall not be called upon to make any expenditures or repairs on said premises.

Fifth. The City reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of same, and/or for the purpose of drilling, operating and maintaining wells and pipelines on said premises, and for the purpose of making repairs to or developing the water system of said City; but the City shall not be required to furnish any water on said premises, except for domestic purposes, where mains and connections are installed, and then only according to the terms of Ordinances No'd 8210, 817 (New Series), 861 (New Series), and amendments thereto.

Sixth. That the said lessee, paying the said rent and performing the covenants and agreements aforesaid, shall and may at all times during the said term, peaceably and quietly have, hold and enjoy the said premises for the term aforesaid.

Seventh. Said lessee agrees that on the last day of said term, or other sooner termination of this lease, the said lessee shall and will peaceably and quietly leave, surrender and yield up unto said City the said premises, in as good state and condition as the same are now in or may be put into, reasonable use and wear thereof and damage by the elements excepted.

Eighth. It is understood and agreed by the said parties that the said City may terminate this lease at any time by giving sixty (60) days' notice of such termination to the lessee, and by tendering to said lessee a proportionate part of any rentals paid in advance by said lessee.

Ninth. It is further agreed by and between the parties hereto that in case of the violation by the lessee of any of the terms and conditions of this lease, the City may either terminate this lease upon notice and take possession of the premises, or may enter and possess the same as the agent of the lessee and for its account.

Tenth. That Lessee will keep all pasture fences in repair at his own expense, such fences and all other improvements to become the property of the Lessor upon the termination of this lease.

Eleventh. Lessor reserves all sand and gravel rights in and on said premises herein leased, and shall always have the right of ingress and egress at all times on said demised premises for the purpose of exercising said reserved rights.

It is understood and agreed that a waiver by the City of any default hereunder shall not be considered, nor held to be, a waiver of any subsequent or other default, and also that consent to the subletting of said premises or any part thereof, or to the assignment of this lease, shall not be construed or considered as a consent to any other or subsequent subletting or assignment.

It is understood and agreed that if the Lessee shall make default in the performance of any of the terms, conditions or covenants of this lease by the Lessee to be kept, observed or performed, Lessee will in such case pay to the City the expenses and costs incurred by the City in any action which may be commenced by the City based on, or arising out of, any such default, including a reasonable attorney's fee.

IN WITNESS WHEREOF, this agreement is executed by the City of San Diego, acting by and through the City Manager of said City, and said Lessee has hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO, Lessor,
By R.W.FLACK, City Manager

N.J.PEAVEY, Lessee

I HEREBY APPROVE the form of the foregoing Lease this 13th day of September, 1938.
D.L.AULT, City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with N.J.Peavey on P.L.1240. Being Document No. 310086.
J.M.ASHLEY

City Clerk of the City of San Diego, California

By Helen M. Wallig Deputy.

A G R E E M E N T

WHEREAS, FOSTER AND KLEISER COMPANY is the Lessee of Lot 4 Block D Subdivision Estudillo-Caprone Addition and,

WHEREAS, the provisions of Ordinance No. 1212 of the ordinances of the City of San Diego prohibit the erection of buildings or structures on said property to the front property line on University Street; and,

WHEREAS, the undersigned has heretofore applied to the Council of the City of San Diego for a special permit to erect a sign on the above-mentioned property, closer to the front property line than permitted by said ordinance; and,

WHEREAS, the Council of said City has by Resolution No. 68249 suspended the provisions of said ordinance with respect to said property and has granted permission to the undersigned to erect a sign to the front property line on the condition and for and in consideration that the undersigned will at any later date, when requested by the City of San Diego, move said sign from said front property line back to the line established and designated by the said City of San Diego. Now, THEREFORE,

WITNESS THIS AGREEMENT, signed and executed this 14th day of September, 1938, by FOSTER AND KLEISER COMPANY that we will, for and in consideration of the permission granted us to erect a sign on the above described property to the front property line, bind us to, and we hereby by these presents agree, to move any sign erected in pursuance hereof back from the front property line to the established line designated by the City of San Diego, as

shown in Document No. 1212 on file in the office of the City Clerk of said City, and at such time as the City of San Diego directs us to move said sign to the line designated; that we will move said sign and comply therewith at our own expense and with no cost or obligation on the part of the City of San Diego.

We further agree that this agreement shall be binding on FOSTER & KLEISER heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

FOSTER AND KLEISER COMPANY, Lessee
By S.J.DRESDEN, Branch Manager
2260 Columbia
Address

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 13th day of September, A.D. Nineteen Hundred and thirty-eight, before me, Florelle Beu a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared S.J.Dresden known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)
My Commission Expires,
May 20, 1942.

FLORELLE BEU
Notary Public in and for the County of San Diego,
State of California.

RECORDED SEP 26 1938 35 Min. past 3 P.M. In Book 833 At Page 133 of Official Records, San Diego Co., Cal. Recorded At Request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS
L. SHANNON
Copyist County Recorder's Office, S.D. County, Calif.

I certify that I have correctly transcribed this document in above mentioned book.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Owner Foster & Kleiser Co. to City of San Diego for moving buildings when University Avenue is widened. Being Document No. 310096.

J.M.ASHLEY
City Clerk of the City of San Diego, California.

By Helen M. Wilby Deputy.

A G R E E M E N T

WHEREAS, H.C.Weber is the owner of Property Lot 10 Block ___ Subdivision Hyman Addition, La Jolla, Calif., and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 19 day of Sept., 1938, by Herman C. Weber that I will, for and in consideration of the permission granted to remove 14 feet of curbing on Electric street adjacent to the above described property, bind myself to, and I hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at I own expense and with no cost or obligation on the part of the City of San Diego.

I further agree that this agreement shall be binding on myself, my heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

HERMAN C. WEBER
Owner's Name
6911 La Jolla Blv'd.
Address

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 19 day of Sept., A.D. Nineteen Hundred and 38, before me, Robert W. Good, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared H.C.Weber known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in La Jolla, County of San Diego, State of California, the day and year in this certificate first above written.

ROBERT W. GOOD
Notary Public in and for the County of San Diego,
State of California.

(SEAL)
My Commission Expires,
April 4, 1940.

RECORDED SEP 26 1938 35 Min. past 3 P.M. In Book 816 At Page 491 of Official Records, San Diego Co., Cal. Recorded At Request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS
E. BAEPLER
Copyist County Recorder's Office, S.D. County, Calif.

I certify that I have correctly transcribed this document in above mentioned book.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from H.C.Weber to the City of San Diego, California. Being Document No. 310121.

J.M.ASHLEY
City Clerk of the City of San Diego, California.

By Helen M. Wilby Deputy.

A G R E E M E N T

WHEREAS, Pear Pearson is the owner of the property Lot 14-15 Block 194 Subdivision City Hghts. San Diego, and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 1st day of August, 1938, by the owners that he will, for and in consideration of the permission granted him to remove 15 feet of curbing on Boundary street adjacent to the above described property, bind himself to, and does hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of the City of San Diego.

He further agrees that this agreement shall be binding on himself, his heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

PEAR PEARSON
Owner's Name
3821 Boundary St.
Address

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)^{ss}

On this 17th day of September, A.D. Nineteen Hundred and thirty-eight, before me, Lucile H. Treece a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Pear Pearson known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

LUCILE H. TREECE
Notary Public in and for the County of San Diego,
State of California.

(SEAL)

RECORDED SEP 26 1938 35 Min. past 3 P.M. In Book 837 At Page 29 of Official Records, San Diego Co., Cal. Recorded At Request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book
ZETTA J. BEER

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from Pear Pearson to the City of San Diego, California, Being Document No. 310158.

J.M. ASHLEY
City Clerk of the City of San Diego, California

By Helen M. Willy Deputy.

A G R E E M E N T

WHEREAS, Clarence A. Mann, is the owner of 3629 Boundary St. Lot 17, Block 1, Subdivision City Heights, and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the Ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 12th day of September, 1938, by Clarence A. Mann that he will, for and in consideration of the permission granted him to remove 5 feet of curbing on Boundary street adjacent to the above described property, bind himself to, and does hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of the City of San Diego.

He further agrees that this agreement shall be binding on himself, his heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

CLARENCE A. MANN
Owner's Name
3629 Boundary St.
Address

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)^{ss}

On this 12th day of Sept. A.D. Nineteen Hundred and thirty-eight, before me, H.M. ROYLE, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Clarence A. Mann known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

H.M. ROYLE
Notary Public in and for the County of San Diego,
State of California.

(SEAL)

My Commission Expires,
October 8, 1939.

RECORDED SEP 26 1938 35 Min. past 3 P.M. In Book 837 At Page 28 of Official Records, San Diego Co., Cal. Recorded At Request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS
ZETTA J. BEER
Copyist County Recorder's Office, S.D. County, Calif.

I certify that I have correctly transcribed this document in above mentioned book.
I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from Clarence A. Mann to the City of San Diego, California. Being Document No. 310163.

J.M.ASHLEY,
City Clerk of the City of San Diego, California
By Helen M. Willig Deputy.

A G R E E M E N T

WHEREAS, James W. Sweeney is the owner of 3621 Boundary St. Lot ____ Block 1, Subdivision City Heights, and,
WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,
THIS AGREEMENT, signed and executed this 12th day of Sept., 1938, by James W. Sweeney that he will, for and in consideration of the permission granted him to remove 5 ft. feet of curbing on Boundary St. adjacent to the above described property, bind him to, and he hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of the City of San Diego.
He further agrees that this agreement shall be binding on himself, his heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

JAMES W. SWEENEY
Owner's Name
3621 Boundary St.
Address

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss.

On this 12th day of Sept., A.D. Nineteen Hundred and thirty-eight before me, Naomi Kollertz a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared James W. Sweeney known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

NAOMI KOLLERTZ
Notary Public in and for the County of San Diego,
State of California.

(SEAL)
My Commission Expires,
Sept. 15, 1940.

RECORDED SEP 26 1938 35 Min. past 3 P.M. In Book 833 At Page 133 of Official Records, San Diego Co., Cal. Recorded At Request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS
L. SHANNON
Copyist County Recorder's Office, S.D. County, Calif.

I certify that I have correctly transcribed this document in above mentioned book.
I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from James W. Sweeney to City of San Diego, California. Being Document No. 310164.

J.M.ASHLEY
City Clerk of the City of San Diego, California
By Helen M. Willig Deputy.

A G R E E M E N T

WHEREAS, The McCaffrey Company is the owner of the South Half of Lot D, and all of Lot E in Block 43 Subdivision New San Diego, and,
WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,
THIS AGREEMENT, signed and executed this 21st day of September, 1938, by The McCaffrey Company that they will, for and in consideration of the permission granted them to remove 25 feet of curbing on Columbia Street adjacent to the above described property, bind themselves to, and do hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, and comply therewith at their own expense and with no cost or obligation on the part of the City of San Diego.
We further agree that this agreement shall be binding on said company, its successors and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

H. STYRIS
For THE MC CAFFREY COMPANY
Owner's Name
825 Columbia Street
Address

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 21 day of September, A.D. Nineteen Hundred and thirty-eight, before me, John Arthur Jenkins a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Herb Styris for The McCaffrey Company known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

JOHN ARTHUR JENKINS
Notary Public in and for the County of San Diego,
State of California.

(SEAL)

My Commission Expires,
Feb. 4, 1940.

Notary Public in and for Co. of San Diego, State of Calif.
SAN DIEGO CHAMBER OF COMMERCE

RECORDED SEP 26 1938 35 Min. past 3 P.M. In Book 833 At Page 132 of Official
Records, San Diego Co., Cal. Recorded At Request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.

L. SHANNON

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from The McCaffrey Co. to the City of San Diego, California. Being Document No. 310165.

J.M. ASHLEY
City Clerk of the City of San Diego, California.

By Helen M. Wilby Deputy.

A G R E E M E N T

WHEREAS, George M. Davis is the owner of Lot 27, Block 54, Subdivision Normal Heights, and

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 23rd day of September, 1938, by George M. Davis that he will, for and in consideration of the permission granted him to remove 10 feet of curbing on Madison Avenue adjacent to the above described property, bind himself to, and he hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of the City of San Diego.

He further agrees that this agreement shall be binding on himself, his heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

GEORGE M. DAVIS
Owner's Name
3537 Madison Ave.
Address

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 23rd day of September, A.D. Nineteen Hundred and 38, before me, Fred W. Sick a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared George M. Davis known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

FRED W. SICK
Notary Public in and for the County of San Diego,
State of California.

(SEAL)

RECORDED SEP 30 1938 35 Min. past 9 A.M. In Book 819 At Page 390 of Official
Records, San Diego Co., Cal. Recorded At Request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.

NOLA N. PFAHLER

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from George M. Davis to the City of San Diego, California. Being Document No. 310232.

J.M. ASHLEY
City Clerk of the City of San Diego, California

By Helen M. Wilby Deputy.

A G R E E M E N T

WHEREAS, Mrs. Lillian Normile is the owner of Lots A.B.C.D.E & F, Block 228, Subdivision Horton's Addition and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of the City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THERE-

FORE,
THIS AGREEMENT, signed and executed this 24th day of September, 1938, by Mrs. Lillian Normile that she will, for and in consideration of the permission granted her to remove 20 feet of curbing on Elm street adjacent to the above described property, bind herself to, and she hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs her so to do, and comply therewith at her own expense and with no cost or obligation on the part of the City of San Diego.
She further agrees that this agreement shall be binding on herself, her heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

MRS. LILLIAN NORMILE
Owner's Name
2525 Locust St.
Address

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 28th day of Sept., A.D. Nineteen Hundred and Thirty-eight, before me, William H. Noble a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Mrs. Lillian Normile known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

WILLIAM H. NOBLE
Notary Public in and for the County of San Diego,
State of California.

(SEAL)
My Commission Expires,
January 29, 1939.

RECORDED OCT 7 1938 26 Min. past 1 P.M. In Book 837 At Page 154 of Official Records, San Diego Co., Cal. Recorded At Request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy D. COLE

I certify that I have correctly transcribed this document in above mentioned book
ZETTA J. BEER
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from Mrs. Lillian Normile to the City of San Diego, California. Being Document No. 310270.

J.M.ASHLEY
City Clerk of the City of San Diego, California.

By Helen M. Willig Deputy.

A G R E E M E N T

WHEREAS, Everett Lee McCan is the owner of 50 x 128.5 ft. Lot X Block 1262, Sub-division Pueblo Land and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 26th day of September, 1938, by Everett Lee McCan that I will, for and in consideration of the permission granted me to remove 10 feet of curbing on Girard Ave. street adjacent to the above described property, bind to, and _____ hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of the City of San Diego.

I further agree that this agreement shall be binding on me or any heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

EVERETT LEE McCAN
Owner's Name
7416 Girard Ave. La Jolla
Address

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 28th day of Sept. A.D. Nineteen Hundred and 38, before me, Marjorie Bates a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Everett Lee McCan known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in La Jolla, County of San Diego, State of California, the day and year in this certificate first above written.

MARJORIE BATES
Notary Public in and for the County of San Diego,
State of California.

(SEAL)
MARJORIE BATES, Notary Public
in and for the County of San Diego,
State of California.
My Commission Expires March 25, 1942.

RECORDED OCT 7 1938 25 Min. past 1 P.M. In Book 837 At Page 153 Of Official Records, San Diego Co., Cal. Recorded At Request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy D. COLE

I certify that I have correctly transcribed this document in above mentioned book.
ZETTA J. BEER
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from Everett Lee McCan to City of San Diego, California, Being Document No. 310271.

J.M.ASHLEY
City Clerk of the City of San Diego, California.

By Helen M. Willey Deputy.

A G R E E M E N T

WHEREAS, HELLER INVESTMENT COMPANY is the owner of Lot 4, Block 20, Subdivision Montemar Ridge Unit No. 1, and,

WHEREAS, the provisions of Ordinance No. 355 NS of the ordinances of the City of San Diego prohibit the erection of buildings or structures on said property to the front property line on Lytton Street; and,

WHEREAS, the undersigned has heretofore applied to the Council of the City of San Diego for a special permit to erect a light standard on the above-mentioned property, closer to the front property line than permitted by said ordinance; and,

WHEREAS, the Council of said City has by Resolution No. 68315 suspended the provisions of said ordinance with respect to said property and has granted permission to the undersigned to erect a light standard to within 2' of the front property line on the condition and for and in consideration that the undersigned will at any later date, when requested by the City of San Diego, move said light standard from said front property line back to the line established and designated by the said City of San Diego. NOW, THEREFORE,

WITNESS THIS AGREEMENT, signed and executed this 20th day of September, 1938, by Heller Investment Company that we will, for and in consideration of the permission granted us to erect a light standard on the above described property to within 2' of the front property line, bind ourselves to, and we hereby by these presents agree, to move any light standard erected in pursuance hereof back from the front property line to the established line designated by the City of San Diego, as shown in Document No. _____ on file in the office of the City Clerk of said City, and at such time as the City of San Diego directs us to move said light standard to the line designated; that we will move said light standard and comply therewith at our own expense and with no cost or obligation on the part of the City of San Diego.

We further agree that this agreement shall be binding on us, our successors and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

HELLER INVESTMENT COMPANY
By ELWYN M. HELLER, Sec.
Owner's Name
908 San Diego Trust & Savings Bldg.
San Diego, California.
Address.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 20th day of September, 1938, before me, Ethel Jelinek a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Elwyn M. Heller known to me to be the Secretary of the Corporation that executed the within instrument, known to me to be the person who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal, at my office in the County of San Diego, the day and year in this certificate first above written.

ETHEL JELINEK
Notary Public in and for the County of San Diego,
State of California.

(SEAL)
My Commission Expires,
June 10, 1941.

RECORDED OCT 7 1938 21 Min. past 1 P.M. In Book 839 At Page 133 of Official Records, San Diego Co., Cal. Recorded At Request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy D. COLE

I certify that I have correctly transcribed this document in above mentioned book.
RUTH HUBBARD
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Owner, Heller Investment Co. Being Document No. 310310.

J.M.ASHLEY
City Clerk of the City of San Diego, California.

By Helen M. Willey Deputy.

NOTICE OF COMPLETION AND ACCEPTANCE OF THE WORK PERFORMED AND MATERIALS FURNISHED BY CHARLES MACOMBER UNDER THE CONTRACT FOR THE CONSTRUCTION OF A COTTAGE AT THE LOWER OTAY RESERVOIR, WHICH SAID CONTRACT IS DATED AUGUST 8, 1938, AND IS ON FILE IN THE OFFICE OF THE CITY CLERK OF THE CITY OF SAN DIEGO AS DOCUMENT NO. 309407.

TO WHOM IT MAY CONCERN: NOTICE IS HEREBY GIVEN by the City of San Diego, owner, that the work performed by Charles Macomber under the contract for the construction of a cottage at the Lower Otay Reservoir, which said contract is dated August 8, 1938, and is on file with the City Clerk of the City of San Diego, as Document No. 309407, was completed to the satisfaction of the City's Hydraulic Engineer and the City Manager of said City on September 30th, 1938.

YOU ARE FURTHER NOTIFIED, that the City Council of the City of San Diego on October 4, 1938, by Resolution duly and regularly passed and adopted, officially accepted the said work performed by said Charles Macomber. Certified copy of said resolution of the City Council accepting said work is attached hereto and made a part of this notice the same as though fully set out herein.

Dated at San Diego, California, this 4th day of October, 1938.

(SEAL)

THE CITY OF SAN DIEGO
By J.M.ASHLEY, City Clerk
By FRED W. SICK, Deputy.

RESOLUTION NO. 68310
RESOLUTION ACCEPTING THE WORK PERFORMED UNDER CONTRACT
FOR CONSTRUCTION OF COTTAGE AT LOWER OTAY RESERVOIR.

WHEREAS, it appears by communication from the Hydraulic Engineer, dated October 3rd, 1938, on file with the City Clerk as Document No. 310297, that the work to be performed by Charles Macomber under the contract for the construction of a cottage at the Lower Otay Reservoir, which said contract is dated August 8, 1938, and is on file in the office of the City Clerk as Document No. 309407, has been performed and completed in accordance with the plans, drawings and specifications therefor to the satisfaction of the City's Hydraulic Engineer, who, together with the City Manager, recommends the acceptance thereof by the City, NOW, THEREFORE,

BE IT RESOLVED by the Council of the City of San Diego, as follows:
That the materials furnished and the work performed in the construction of a cottage at the Lower Otay Reservoir by Charles Macomber, the contractor under said contract, be, and the same are accepted by the City of San Diego; and that any and all moneys withheld from said contractor under the provisions of said contract shall be payable at the time, in the manner, upon the conditions, and subject to the provisions, all as set forth in paragraph 35 of the contract-specifications.

BE IT FURTHER RESOLVED, that the City Clerk be, and he is hereby instructed forthwith to file for record, or cause to be filed for record on behalf of the City of San Diego with the County Recorder of the County of San Diego a notice of completion and acceptance of said contract work.

Passed and adopted by the said Council of the said City of San Diego, California, this 4th day of October, 1938, by the following vote, to-wit:

YEAS-Councilmen: Wansley, Housh, Fish, Stannard, Siebert and Mayor Benbough

NAYS-Councilmen: None

ABSENT-Councilman: Crandall

ATTEST: P.J.BENBOUGH

Mayor of the City of San Diego, California

J.M.ASHLEY

City Clerk of the City of San Diego, California

By FRED W. SICK

(SEAL)

Deputy.

I HEREBY CERTIFY that the above and foregoing resolution was passed by the Council of the said City of San Diego, at the time and by the vote, above stated.

J.M.ASHLEY

City Clerk of the City of San Diego, California

By FRED W. SICK

(SEAL)

Deputy.

I HEREBY CERTIFY that the above to be a full, true and correct copy of Resolution No. 68310 of the Council of the City of San Diego, California, as adopted by said Council October 4, 1938.

(SEAL)

J.M.ASHLEY, City Clerk.

By FRED W. SICK, Deputy.

RECORDED OCT 4 1938 - 1 Min. past 2 P.M. In Book 828 At Page 94 of Official Records, San Diego Co., Cal. Recorded At Request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy D. COLE

I certify that I have correctly transcribed this document in above mentioned book

H. KNIGHT

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Notice of Completion for construction of Cottage at Lower Otay Reservoir. Being Document No. 310311.

J.M.ASHLEY

City Clerk of the City of San Diego, California.

By Nelson M. Willey Deputy.

UNDERTAKING FOR STREET LIGHTING.
ADAMS AVENUE LIGHTING DISTRICT NO. 1.

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, A CORPORATION ORGANIZED and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of TWO HUNDRED TWENTY-FIVE DOLLARS (\$225.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 7th day of October, 1938.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into contract with said The City of San Diego, under and pursuant to the provisions of the "Lighting District Ordinance of 1938," to do all work upon ADAMS AVENUE, between Boundary Street and 36th Street, in the City of San Diego, California, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof.

NOW, THEREFORE, the condition of this obligation is such that if the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY

By A.E. HOLLOWAY, Vice Pres.

Principal.

(SEAL) ATTEST:
J.A.CANNON, Secretary.

THE AETNA CASUALTY AND SURETY COMPANY, Surety
By PAUL WOLCOTT, Resident Vice-President.

(SEAL) ATTEST:
E.L.TOLSON, Resident Assistant Secretary.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 7th day of October, in the year nineteen hundred thirty-eight, before me, Frances S. Bowers, a Notary Public in and for said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Paul Wolcott, known to me to be the Resident Vice-President and E.L.TOLSON, known to me to be the Resident Assistant Secretary of The Aetna Casualty and Surety Company, the corporation which executed the within and annexed instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL) FRANCES. S. BOWERS
Notary Public in and for said San Diego County,
State of California.

I hereby approve the form of the foregoing Undertaking this 7th day of October, 1938.
D.L.AULT, City Attorney
By J.H.McKINNEY, Deputy City Attorney.

I HEREBY CERTIFY that the Council of the City of San Diego did by Resolution No. 68200 passed and adopted on the 13th day of September, 1938, require and fix the sum of \$225.00 as the penal sum of the foregoing Undertaking.

(SEAL) J.M.ASHLEY
City Clerk of the City of San Diego.
By FRED W. SICK
Deputy.

CONTRACT FOR STREET LIGHTING.
ADAMS AVENUE LIGHTING DISTRICT NO. 1.

THIS AGREEMENT, made and entered into this 11th day of October, 1938, by and between SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Council of the City of San Diego, has been awarded the contract for the work hereinafter mentioned,

NOW, THEREFORE, The respective parties hereto do promise and agree as follows, to-wit:

Said first party, for the consideration hereinafter mentioned, promises and agrees with the said second party, that it will do and perform, or cause to be done and performed, in a good and workmanlike manner, under the supervision of the City Engineer of said City, all of the following work, to-wit: The furnishing of electric current for the lighting of the ornamental street lights located on ADAMS AVENUE, between Boundary Street and 36th Street, in the City of San Diego, California; Such furnishing of electric current shall be for a period of one year from and including August 28, 1938, to-wit, to and including August 27, 1939.

All of said work shall be done strictly in accordance with the plans and specifications contained in the report of the City Engineer of said City, being document entitled, "Engineer's Report and Assessment for Adams Avenue Lighting District No. 1", filed July 1, 1938 in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of Nine Hundred Dollars (\$900.00) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Adams Avenue Lighting District No. 1 Fund."

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of Nine Hundred Dollars (\$900.00) shall be paid out of any other fund than said special fund designated as "Adams Avenue Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of the provisions of the "Lighting District Ordinance of 1938", and that in pursuance of the provisions of said ordinance an assessment has been levied for said sum of Nine Hundred Dollars (\$900.00).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said "Lighting District Ordinance of 1938", will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached by its proper officers thereunto duly authorized, and the said second party has caused these presents to be executed by a majority of the members of the Council of said City of San Diego, and attested by the City Clerk of said City, the day and year first hereinabove written.

(SEAL) ATTEST:
J.A.CANNON, Secretary.
SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
By A.E. HOLLOWAY, Vice Pres.

(SEAL) ATTEST:
J.M.ASHLEY, City Clerk
By FRED W. SICK, Deputy.

THE CITY OF SAN DIEGO
By P.J.BENBOUCH
ADDISON E. HOUSH
HERBERT E. FISH
BRUCE R. STANNARD
JOHN S. SIEBERT
Members of the Council.

I hereby approve the form of the foregoing Contract, this 7th day of October, 1938.
D.L.AULT, City Attorney
By J.H.McKINNEY, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract for Adams Ave. Lighting Dist. #1. Being Document No. 310372.

J.M.ASHLEY
City Clerk of the City of San Diego, California

By Helen M. Walling Deputy.

UNDERTAKING FOR STREET LIGHTING.
UNIVERSITY AVENUE LIGHTING DISTRICT NO. 3.

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, A CORPORATION organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of FIVE HUNDRED NINETY-SIX DOLLARS (\$596.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 7th day of October, 1938.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into contract with said The City of San Diego, under and pursuant to the provisions of the "Lighting District Ordinance of 1938", to do all work upon UNIVERSITY AVENUE, between Boundary Street and Euclid Avenue; 34TH STREET, between the westerly prolongation of the north line of University Avenue and the westerly prolongation of the south line of Lot 4, Block 192, Amended Map of City Heights; and 43RD STREET, between the south line of University Avenue and a line parallel to and distant 150 feet south of the south line of University Avenue, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
By A.E.HOLLOWAY, Vice Pres.
Principal.

(SEAL) ATTEST:
J.A.CANNON, Secretary.

THE AETNA CASUALTY AND SURETY COMPANY, Surety
By PAUL WOLCOTT, Resident Vice-President.

(SEAL) ATTEST:
E.L.TOLSON, Resident Assistant Secretary.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,) ss

On this 7th day of October, in the year nineteen hundred thirty-eight, before me, Frances S. Bowers, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Paul Wolcott, known to me to be the Resident Vice-President and E.L.Tolson, known to me to be the Resident Assistant Secretary of The Aetna Casualty and Surety Company, the corporation which executed the within and annexed instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

FRANCES S. BOWERS
Notary Public in and for said San Diego County,
State of California.

(SEAL)

I hereby approve the form of the foregoing Undertaking this 7th day of October, 1938.

D.L.AULT, City Attorney
By J.H.McKINNEY, Deputy City Attorney.

I HEREBY CERTIFY that the Council of the City of San Diego did by Resolution No. 68037 passed and adopted on the 16th day of August, 1938, require and fix the sum of \$596.00 as the penal sum of the foregoing Undertaking.

(SEAL) J.M.ASHLEY
City Clerk of the City of San Diego.
By FRED W. SICK
Deputy.

CONTRACT FOR STREET LIGHTING.
UNIVERSITY AVENUE LIGHTING DISTRICT NO. 3.

THIS AGREEMENT, made and entered into this 11th day of October, 1938, by and between SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Council of the City of San Diego, has been awarded the contract for the work hereinafter mentioned,

NOW, THEREFORE, the respective parties hereto do promise and agree as follows, to-wit:

Said first party, for the consideration hereinafter mentioned, promises and agrees with the said second party, that it will do and perform, or cause to be done and performed, in a good and workmanlike manner, under the supervision of the City Engineer of said City, all of the following work, to-wit: The Furnishing of electric current for the lighting of the ornamental street lights located on the following streets, in the City of San Diego, California, to-wit:

UNIVERSITY AVENUE, between Boundary Street and Euclid Avenue;
34TH STREET, between the westerly prolongation of the north line of University Avenue and the westerly prolongation of the south line of Lot 4, Block 192, Amended Map of City Heights; and
43RD STREET, between the south line of University Avenue and a line parallel to and distant 150 feet south of the south line of University Avenue.

Such furnishing of electric current shall be for a period of one year from and including August 7, 1938, to-wit, to and including August 6, 1939.

All of said work shall be done strictly in accordance with the plans and specifications contained in the report of the City Engineer of said City, being document entitled, "Engineer's Report and Assessment for University Avenue Lighting District No. 3", filed May 27, 1938 in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of Two Thousand Three Hundred Eighty and 80/100 Dollars (\$2,380.80) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "University Avenue Lighting District No. 3 Fund."

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of Two Thousand Three Hundred Eighty and 80/100 Dollars (\$2,380.80) shall be paid out of any other fund than said special fund designated as "University Avenue Lighting District No. 3 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of the provisions of the "Lighting District Ordinance of 1938", and that in pursuance of the provisions of said ordinance, an assessment has been levied for said sum of Two Thousand Three Hundred Eighty and 80/100 Dollars (\$2,380.80).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said "Lighting District Ordinance of 1938", will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached by its proper officers thereunto duly authorized, and the said second party has caused these presents to be executed by a majority of the members of the Council of said City of San Diego, and attested by the City Clerk of said City, the day and year first hereinabove written.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
By A.E.HOLLOWAY, Vice Pres.

(SEAL) ATTEST:
J.A.CANNON, Secretary.

THE CITY OF SAN DIEGO
By P.J.BENBOUGH
ADDISON E. HOUSH
HERBERT E. FISH
BRUCE R. STANNARD
JOHN S. SIEBERT
Members of the Council.

(SEAL) ATTEST:
J.M.ASHLEY, City Clerk
By FRED W. SICK, Deputy.

I hereby approve the form of the foregoing Contract, this 7th day of October, 1938.

D.L.AULT, City Attorney
By J.H.MCKINNEY, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract for University Avenue Lighting District #3. Being Document No. 310373.

J.M.ASHLEY
City Clerk of the City of San Diego, California.

By Helen M. Wallig Deputy.

UNDERTAKING FOR STREET LIGHTING OCEAN BEACH LIGHTING DISTRICT NO. 1.

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of TWO HUNDRED EIGHTY-TWO DOLLARS (\$282.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 7th day of October, 1938.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into contract with said The City of San Diego, under and pursuant to the provisions of the "Lighting District Ordinance of 1938", to do all work upon ABBOTT STREET, between Newport Avenue and West Point Loma Boulevard; NEWPORT AVENUE, between Abbott Street and Sunset Cliffs Boulevard; SANTA MONICA AVENUE, between Abbott Street and Bacon Street; BACON STREET, between Newport Avenue and Santa Monica Avenue; and VOLTAIRE STREET, between Abbott Street and Froude Street; in the City of San Diego, California, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, Principal
By A.E.HOLLOWAY, Vice Pres.

(SEAL) ATTEST:
J.A.CANNON, Secretary.

THE AETNA CASUALTY AND SURETY COMPANY, Surety
By PAUL WOLCOTT, Resident Vice-President

(SEAL) ATTEST:
E.L.TOLSON, Resident Assistant Secretary.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,) ss

On this 7th day of October, in the year nineteen hundred thirty-eight, before me, Frances S. Bowers, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Paul Wolcott, known to me to be the Resident Vice-President and E.L. Tolson, known to me to be the Resident Assistant Secretary of The Aetna Casualty and Surety Company, the corporation which executed the within and annexed instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL) FRANCES S. BOWERS
Notary Public in and for said San Diego County,
State of California.

I hereby approve the form of the foregoing Undertaking this 7th day of October, 1938.

D.L. AULT, City Attorney
By J.H. McKINNEY, Deputy City Attorney.

I HEREBY CERTIFY that the Council of the City of San Diego did by Resolution No. 68116 passed and adopted on the 31st day of August, 1938, require and fix the sum of \$282.00 as the penal sum of the foregoing Undertaking.

(SEAL) J.M. ASHLEY
City Clerk of the City of San Diego.
By FRED W. SICK
Deputy.

CONTRACT FOR STREET LIGHTING.
OCEAN BEACH LIGHTING DISTRICT NO. 1.

THIS AGREEMENT, made and entered into this 11th day of October, 1938, by and between SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Council of the City of San Diego, has been awarded the contract for the work hereinafter mentioned,

NOW, THEREFORE, the respective parties hereto do promise and agree as follows, to-wit:

Said first party, for the consideration hereinafter mentioned, promises and agrees with the said second party, that it will do and perform, or cause to be done and performed, in a good and workmanlike manner, under the supervision of the City Engineer of said City, all of the following work, to-wit: The furnishing of electric current for the lighting of the ornamental street lights located on the following streets, in the City of San Diego, California, to-wit:

ABBOTT STREET, between Newport Avenue and West Point Loma Boulevard;
NEWPORT AVENUE, between Abbott Street and Sunset Cliffs Boulevard;
SANTA MONICA AVENUE, between Abbott Street and Bacon Street;
BACON STREET, between Newport Avenue and Santa Monica Avenue; and
VOLTAIRE STREET, between Abbott Street and Froude Street.

Such furnishing of electric current shall be for the period of one year, from and including August 14, 1938, to-wit, to and including August 13, 1939.

All of said work shall be done strictly in accordance with the plans and specifications contained in the report of the City Engineer of said City, being document entitled: "Engineer's Report and Assessment for Ocean Beach Lighting District No. 1", filed June 17, 1938, in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of One Thousand One Hundred Twenty-four and 40/100 Dollars (\$1,124.40) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Ocean Beach Lighting District No. 1 Fund."

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of One Thousand One Hundred Twenty-four and 40/100 Dollars (\$1,124.40) shall be paid out of any other fund than said special fund designated as "Ocean Beach Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of the provisions of the "Lighting District Ordinance of 1938", and that in pursuance of the provisions of said ordinance an assessment has been levied for said sum of One Thousand One Hundred Twenty-four and 40/100 Dollars (\$1,124.40).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said "Lighting District Ordinance of 1938", will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached by its proper officers thereunto duly authorized, and the said second party has caused these presents to be executed by a majority of the members of the Council of said City of San Diego, and attested by the City Clerk of said City, the day and year first hereinabove written.

(SEAL) ATTEST:
J.A. CANNON, Secretary.
SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
By A.E. HOLLOWAY, Vice Presi

ATTEST: (SEAL)
J.M.ASHLEY, City Clerk
By Fred W. Sick, Deputy.

THE CITY OF SAN DIEGO
By P.J.BENBOUGH
ADDISON E. HOUSH
HERBERT E. FISH
BRUCE R. STANNARD
JOHN S. SIEBERT
Members of the Council.

I hereby approve the form of the foregoing Contract, this 7 day of October, 1938.
D.L.AULT, City Attorney
By J.H.McKINNEY, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract for Ocean Beach Lighting Dist. #1. Being Document No. 310374.
J.M.ASHLEY

City Clerk of the City of San Diego, California

By Helen M. Willig Deputy.

UNDERTAKING FOR STREET LIGHTING.
MISSION BEACH LIGHTING DISTRICT NO.2.

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of THREE HUNDRED THIRTY-THREE DOLLARS (\$333.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated This 7th day of October, 1938.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into contract with said The City of San Diego, under and pursuant to the provisions of the "Lighting District Ordinance of 1938", to do all work upon MISSION BOULEVARD, between the southerly extremity of said Mission Boulevard and the southerly line of San Fernando Place, in Mission Beach, in the City of San Diego, California, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, Principal
By A.E.HOLLOWAY, Vice Pres.

(SEAL) ATTEST:
J.A.CANNON, Secretary

THE AETNA CASUALTY AND SURETY COMPANY, Surety.
By PAUL WOLCOTT, Resident Vice-President.

(SEAL) ATTEST:
E.L.TOLSON, Resident Assistant Secretary.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 7th day of October, in the year nineteen hundred thirty-eight, before me, Frances S. Bowers, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Paul Wolcott, known to me to be the Resident Vice-President and E.L.Tolson, known to me to be the Resident Assistant Secretary of THE AETNA CASUALTY AND SURETY COMPANY, the corporation which executed the within and annexed instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

FRANCES S. BOWERS
Notary Public in and for said San Diego County,
State of California.

(SEAL)

I hereby approve the form of the foregoing Undertaking this 7th day of October, 1938.

D.L.AULT, City Attorney
By J.H.McKINNEY, Deputy City Attorney.

I HEREBY CERTIFY that the Council of the City of San Diego did by Resolution No. 68199 passed and adopted on the 13th day of September, 1938, require and fix the sum of \$333.00 as the penal sum of the foregoing Undertaking.

(SEAL) J.M.ASHLEY
City Clerk of the City of San Diego.
By FRED W. SICK
Deputy.

CONTRACT FOR STREET LIGHTING.
MISSION BEACH LIGHTING DISTRICT NO.2.

THIS AGREEMENT, made and entered into this 11th day of October, 1938, by and between SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Council of the City of San Diego, has been awarded the contract for the work hereinafter mentioned,

NOW, THEREFORE, the respective parties hereto do promise and agree as follows, to-wit:

Said first party, for the consideration hereinafter mentioned, promises and agrees with the said second party, that it will do and perform, or cause to be done and performed, in a good and workmanlike manner, under the supervision of the City Engineer of said City, all of the following work, to-wit: The furnishing of electric current for the lighting of the street lamps on mast arms attached to the poles located in MISSION BOULE-

VARD, between the southerly extremity of said Mission Boulevard and the southerly line of San Fernando Place, in Mission Beach, in the City of San Diego, California, together with the maintenance of said mast arms, wires and lamps on said Mission Boulevard, between the limits above mentioned. Such furnishing of electric current and such maintenance of appliances shall be for a period of one year from and including August 17, 1938, to-wit, to and including August 16, 1939.

All of said work shall be done strictly in accordance with the plans and specifications contained in the report of the City Engineer of said City, being document entitled: "Engineer's Report and Assessment for Mission Beach Lighting District No. 2", filed June 24, 1938 in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of Two Hundred Sixty-six and 40/100 Dollars (\$266.40) in twelve equal monthly installments, drawn upon the Street Light Fund of said City.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of One Thousand Sixty-five and 60/100 Dollars (\$1065.60) in twelve equal monthly installments, drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Mission Beach Lighting District No. 2 Fund."

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of One Thousand Sixty-five and 60/100 Dollars (\$1065.60) shall be paid out of any other fund than said special fund designated as "Mission Beach Lighting District No. 2 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of the provisions of the "Lighting District Ordinance of 1938", and that in pursuance of the provisions of said ordinance an assessment has been levied for said sum of One Thousand Sixty-five and 60/100 Dollars (\$1065.60).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said "Lighting District Ordinance of 1938", will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, other than said sum of Two Hundred Sixty-six and 40/100 Dollars (\$266.40), nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached by its proper officers thereunto duly authorized, and the said second party has caused these presents to be executed by a majority of the members of the Council of said City of San Diego, and attested by the City Clerk of said City, the day and year first hereinabove written.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
By A.E.HOLLOWAY, Vice Pres.

(SEAL) ATTEST:
J.A.CANNON, Secretary.

THE CITY OF SAN DIEGO
By P.J.BENBOUGH
ADDISON E. HOUSH
HERBERT E. FISH
BRUCE R. STANNARD
JOHN S. SIEBERT
Members of the Council.

(SEAL) ATTEST:
J.M.ASHLEY, City Clerk
By FRED W. SICK, Deputy.

I hereby approve the form of the foregoing Contract, this 7 day of October, 1938.
D.L.AULT, City Attorney
By J.H.McKINNEY, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract for Mission Beach Lighting District #2. Being Document No. 310375.
J.M.ASHLEY
City Clerk of the City of San Diego, California.

By Helen M. Wallig Deputy.

A G R E E M E N T

THIS AGREEMENT, made and entered into this 1st day of July, 1938, by and between the City of San Diego, a municipal corporation, by and through the Director of Public Health of said City under the authority vested in said Director of Public Health by the provisions of Section 60 of the Charter of said City, and the San Diego Humane Society for the Prevention of Cruelty to Children and Animals, a non-profit corporation, hereinafter called the Society, organized under and by virtue of the laws of the State of California, WITNESSETH:

I.

That said Society is hereby delegated to perform the operations outlined in City Ordinance No. 292 New Series, and in the amendments thereto, such duties being known as the work of the City Pound.

II.

That said Society agrees to provide its own shelter, food, transportation, employees and other incidentals necessary to the carrying out of said ordinance and amendments thereto. Such shelter shall be open daily (legal holidays and Sundays excepted), Monday to Friday, from 8:00 o'clock a.m. to 5:00 o'clock p.m., Saturday from 8:00 a.m. to 12:00 p.m. It is understood and agreed that said Society shall have the right to the free use of the old city pound premises when necessary for field stock.

III.

The duly authorized representatives of said Society so engaged in work under the provisions of said Pound Ordinance of the City of San Diego shall comply with the qualifications relative to appointment, and shall be given and shall perform such duties as are prescribed by said Pound Ordinance.

IV.

That nothing inferred or implied in this contract shall prevent the Society from engaging in and financing other humane work not mentioned in this contract.

V.

That for and in consideration of the obligations imposed upon the Society by this contract, the City of San Diego hereby agrees to provide the Society with license tags, license receipt books, and other necessary pound blank forms; and to pay to the Society the sum of Eight Thousand Eight Hundred Dollars (\$8,800.00) as allowed in the annual appropriation ordinance of said City, payable as follows: The sum of Eight Thousand Eight Hundred Dollars (\$8,800.00) in twelve equal monthly installments. Said installments shall be paid by warrant drawn on the Treasury of the City of San Diego on the last working day of and for each calendar month through the term of the contract.

VI.

That this agreement shall continue in force from and after its execution to and including June 30, 1939. This agreement may be abrogated by the Director of Public Health of said City by giving sixty (60) days' notice to the Society of the election of said Director of Public Health so to do; or by the Society by giving sixty (60) days' notice to the Director of Public Health so to do.

IN WITNESS WHEREOF, the City of San Diego, by and through its Director of Public Health, has executed this agreement, and the Society, by and through the President and Secretary of the organization, has caused this agreement to be executed, the day and year first above written.

(SEAL)

Approved: R.W.FLACK, City Manager.

THE CITY OF SAN DIEGO
By ALEX M. LESEM, M.D.
Director of Public Health.

SAN DIEGO HUMANE SOCIETY FOR THE PREVENTION
OF CRUELTY TO CHILDREN AND ANIMALS.

MRS. W.R.B.PRENTICE, President.

(SEAL) ATTEST:

(MRS.) M.R.LYONS, Secretary.

I hereby approve the form of the foregoing Agreement this 21st day of July, 1938.
D.L.AULT, City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with S.D.Humane Society for operating City Pound. Being Document No. 310398.
J.M.ASHLEY

City Clerk of the City of San Diego, California.

By Helen M. Wilby Deputy.

LEASE

THIS INDENTURE, made in duplicate, this 30 day of September, 1938, between GEORGE W. MARSTON, hereinafter called the Lessor, party of the first part, and THE CITY OF SAN DIEGO, a municipal corporation, hereinafter called the Lessee, party of the second part, WITNESSETH:

That the party of the first part, as Lessor, does hereby demise and let unto the party of the second part, as Lessee, and the party of the second part does hereby rent and take, as Lessee, that certain real property, together with all improvements thereon, situate in the City of San Diego, County of San Diego, State of California, particularly described as follows:

Lots G.H and I, as shown on Amended Map of Hinton Subdivision No. 1507, filed in the Office of the County Recorder of San Diego County, California; ALSO, that portion of Lot J, according to Amended Map of Hinton Subdivision and those portions of Lots 3 and 4, Block 423, Old San Diego, according to the Map thereof made by James Pascoe in the year 1870, filed as Miscellaneous Map No. 40, in the Office of said County Recorder, lying westerly and southwesterly from the westerly and southwesterly line of Jackson Street as now located and established and as shown on Licensed Surveyor's Map No. 409, filed in the Office of said County Recorder; for the term of one (1) year from and after the date of execution of this lease, the Lessee agrees to pay as rental the sum of Twenty-five Dollars (\$25.00) per month, payable in advance on the first day of each and every month during said term.

PROVIDED, that this lease shall, at the option of said Lessee, be extended for an additional period of one year from date of expiration hereof, upon such terms and conditions as may be mutually agreed upon; provided, further, that the Lessee, in the event that it shall desire to exercise said option for an additional one-year term, shall give to the Lessor a written notice thereof not less than ninety (90) days prior to the expiration of the term of this lease.

It is expressly understood and agreed by and between the parties hereto that this lease is upon the following conditions and covenants, all of which the Lessee, its legal representatives and assigns, hereby covenant and agree to and with the Lessor, his representatives and assigns, fully to observe, keep and perform:

1. Said premises shall be used by the said Lessee for the purpose of a community playground and recreation center.

2. Said premises or any part thereof shall not be assigned, let or underlet, or used or permitted to be used for any purpose other than a community playground and recreation center and purposes connected therewith, without the written consent of the Lessor first obtained and endorsed hereon; and if so assigned, let or underlet, used or permitted to be used without such written consent, the Lessor may re-enter and re-let the premises; and this lease, by such unauthorized act, shall become void if the Lessor shall so determine and elect.

3. It is understood and agreed that the Lessee accepts the premises in the condition that the same now are, but that the Lessor shall be permitted to remove from said premises certain existing buildings or structures and plantings.

4. That if the rent shall be due and unpaid for a period of thirty (30) days after the same shall become due and payable, this lease shall, at the option of the Lessor, become null and void.

5. That in case of the violation by the Lessee of any of the terms and conditions of this lease, the Lessor may terminate this lease upon notice and take possession of the premises.

6. It is further mutually understood and agreed that in the event this lease is terminated for any reason, and the Lessee is not in arrears in the payment of the rent at the time of such termination, and upon the expiration of the term of this lease and/or the said additional one-year term if said option to renew is exercised, that Lessee shall have the right to remove any equipment which has been placed on the premises by Lessee during the term of this lease.

7. That the said Lessee shall pay for all the water used by it upon said premises.
8. It is understood and agreed by the said parties that either party may terminate this lease at any time by giving ninety (90) days' notice of such termination to the other party.

IN WITNESS WHEREOF, the Lessor has hereunto set his hand, and the Lessee, The City of San Diego, acting by and through the City Manager of said City, under and pursuant to Resolution No. 68248 of the Council, authorizing such execution, has caused this instrument to be executed the day and year in this agreement first above written.

GEORGE W. MARSTON, Lessor

THE CITY OF SAN DIEGO, Lessee,
By R.W.FLACK, City Manager.

I HEREBY APPROVE the form of the foregoing Lease this 7th day of October, 1938.

D.L.AULT, City Attorney

By J.H.McKINNEY, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with George W. Marston for Recreational Center in Old San Diego. Being Document No. 310399.

J.M.ASHLEY

City Clerk of the City of San Diego, California.

By Helen M. Willis Deputy.

A G R E E M E N T

This Agreement, made this 1st day of July, 1938, by and between the City of San Diego, and The San Diego Humane Society, WITNESSETH:

The San Diego Humane Society agrees to remove all dead animals from their shelter to the City of San Diego disposal dump.

The City of San Diego agrees to pay the San Diego Humane Society the sum of One Dollar (\$1.00) per working day, excluding holidays and Sundays, for this service, same to be payable monthly.

The San Diego Humane Society agrees to keep its employees insured with Workmen's Compensation Insurance during such period as they are performing the above service for the City of San Diego. The San Diego Humane Society agrees to abide by all State, County and City laws and Ordinances governing labor, and further agrees to hold the City of San Diego and the officials thereof free from all liability in connection with any and all claims for damages, wages or materials while engaged in or arising from this service.

This Agreement shall be in effect until June 30, 1939, unless terminated by the giving of thirty (30) days written notice by either party.

(SEAL)

(SIGNED) SAN DIEGO HUMANE SOCIETY
By MRS. W.R.B.PRENTICE, President.

APPROVED:
F.M.LOCKWOOD, Purchasing Agent.

(Accepted) CITY OF SAN DIEGO
By F.A.RHODES
Director of Public Works

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract between S.D.Humane Society and Director of Public Works. Being Document No. 310419.

J.M.ASHLEY

City Clerk of the City of San Diego, California.

By Helen M. Willis Deputy.

C O N T R A C T

THIS AGREEMENT, made and entered into this 10th day of October, 1938, by and between The CITY OF SAN DIEGO, acting by and through its City Manager, pursuant to Resolution No. 68281, adopted by the Council of the City of San Diego on the 27th day of September, 1938, party of the first part, hereinafter designated as the City, and LOUIS C. HILL, RAYMOND A. HILL, CHARLES T. LEEDS and ARCHER F. BARNARD, doing business under the firm name of QUINTON, CODE & HILL - LEEDS & BARNARD, parties of the second part, WITNESSETH:

THAT WHEREAS, the said City is desirous of securing the services of the parties of the second part as Consulting Engineers to review and report on the designs and specifications for the San Vicente Dam on the San Diego River; and

WHEREAS, the said parties of the second part are ready and willing to render such services as required of them for and in consideration of the compensation hereinafter provided for;

NOW, THEREFORE, in consideration of the premises and of the matters and things hereinafter recited, The City of San Diego does hereby employ the said parties of the second part as Consulting Engineers to review and report on the designs and specifications for the San Vicente Dam on the San Diego River furnished to them by the Hydraulic Engineer of said City, for and in consideration of the sum of one hundred dollars (\$100.00) per day and expenses; the total of said daily pay and expenses not to exceed the sum of one thousand dollars (\$1000.00); said sums and expenses to be paid out and from those certain moneys appropriated out of the Acquisition and Investigation Water Bond Fund of said City, as provided in Ordinance No. 1451 (New Series) of the ordinances of said City.

That said parties of the second part agree to perform such services as may be necessary and required of them by said City within a period of not to exceed thirty (30) days from and after the date of commencement of the rendition of said services.

IN WITNESS WHEREOF, this agreement is executed on behalf of the City of San Diego by its City Manager, pursuant to authority so to do contained in Resolution No. 68281, duly and regularly adopted by the City Council on the 27th day of September, 1938, and the parties of the second part have hereunto subscribed their names the day and year first hereinabove written.

THE CITY OF SAN DIEGO
By R.W.FLACK, City Manager

QUINTON, CODE & HILL-LEEDS & BARNARD
By R.A.HILL

A.F.BARNARD
Partners duly authorized to execute
this agreement.

I hereby approve the form of the foregoing contract, this 10th day of October, 1938.

D.L.AULT, City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Quinton, Code, Hill et al. Being Document No. 310430.

J.M.ASHLEY

City Clerk of the City of San Diego, California.

By Helen M. Willig Deputy.

C O N T R A C T

THIS AGREEMENT, made and entered into this 27th day of September, 1938, by and between THE CITY OF SAN DIEGO, acting by and through its City Manager, pursuant to Resolution No. 68282, adopted by the Council of the City of San Diego on the 27th day of September, 1938, party of the first part, hereinafter designated as the City, and DR. J.P.BUWALDA, party of the second part, WITNESSETH:

THAT WHEREAS, the said City is desirous of securing the services of Dr. Buwalda as a Consulting Geologist to examine and report on the foundation of the proposed San Vicente Dam on the San Diego River, in accordance with the designs and specifications furnished him by the Hydraulic Engineer of the City of San Diego; and

WHEREAS, the said Dr. Buwalda is ready and willing to render such services as required of him for and in consideration of the compensation hereinafter provided for;

NOW, THEREFORE, in consideration of the premises and of the matters and things hereinafter recited, The City of San Diego does hereby employ the said Dr. J.P. Buwalda as Consulting Geologist, to examine and report on the foundation of the proposed San Vicente Dam, in accordance with the designs and specifications furnished him from time to time by the Hydraulic Engineer of said City, for and in consideration of the sum of fifty dollars (\$50.00) per day and expenses; the total of said daily pay and expenses not to exceed the sum of five hundred dollars (\$500.00); said sums and expenses to be paid out and from those certain moneys appropriated out of the Acquisition and Investigation Water Bond Fund of said City, as provided in Ordinance No. 1451 (New Series) of the ordinances of said City.

That said party of the second part agrees to perform such services as may be necessary and required of him by said City within a period of not to exceed thirty (30) days from and after the date of commencement of the rendition of said services.

IN WITNESS WHEREOF, this agreement is executed on behalf of the City of San Diego by its City Manager, pursuant to authority so to do contained in Resolution No. 68282, duly and regularly adopted by the City Council on the 27th day of September, 1938, and the party of the second part has hereunto subscribed his name the day and year first hereinabove written.

THE CITY OF SAN DIEGO.

By R.W. FLACK, City Manager.

J.P. BUWALDA, Party of the Second Part.

I hereby approve the form of the foregoing Contract, this 13 day of Oct., 1938.

D.L.AULT, City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract for Services of Dr. J.P. Buwalda. Being Document No. 310476.

J.M.ASHLEY

City Clerk of the City of San Diego, California.

By Helen M. Willig Deputy.

A G R E E M E N T

THIS AGREEMENT, made and entered into in the City of San Diego, County of San Diego, State of California, this 31st day of May, 1938, by and between The City of San Diego, a municipal corporation, hereinafter sometimes designated as The City, acting by and through the City Manager of said City, first party, and Nate Barnet, of the City of San Diego, County of San Diego, State of California, hereinafter sometimes designated as the second party, WITNESSETH:

THAT WHEREAS, second party is desirous of securing from The City a concession located at the Recreational Center in the Swim Pool area in Balboa Park, San Diego, for the sale of certain merchandise commonly sold in amusement parks and recreational centers, and

WHEREAS, said City is willing upon the terms and conditions hereinafter recited, to grant to second party such privilege and concession,

NOW THEREFORE, be it understood and agreed between the parties as follows:

The upkeep and maintenance of the Recreational Center in the Swim Pool area of Balboa Park, and buildings thereon, are under the direct supervision of the Director of Recreation of the City of San Diego; he shall be held responsible for the maintenance, upkeep and supervision of the said Recreational Center, and shall represent the City Manager in seeing that the terms of this agreement are fulfilled in a manner satisfactory to the City.

That in consideration of the terms and conditions hereinafter recited and agreed to by second party, the said City does hereby grant to second party, the privilege and concession located at the Recreational Center in the Swim Pool area, Balboa Park in the City of San Diego, for the sale of refreshments including food, candy, confectionery, cigars, cigarettes, tobacco, and non-alcoholic beverages, and such other articles of merchandise as are commonly or usually sold in amusement and recreational centers.

Second party agrees that prices for all articles and commodities sold under this concession shall be the prevailing prices of similar articles or commodities throughout the City. Second party further agrees to conduct said sales of articles and commodities in a manner satisfactory to the Director of Recreation, and in accordance with all ordinances and regulations of the City of San Diego.

For and in consideration of the concession hereby granted, the second party agrees to pay to the City of San Diego for said concession, at the rate of \$40.00 per month, payable in advance during such period of each year that said Swim Pool is open to the public for business.

Second party further agrees that in no event whatsoever shall the City of San Diego, or any of its officers, be responsible or liable for any injury to persons, or damage to property, occurring upon said concession premises, where such injury to person or damage to property might be in any manner attributable to the second party's occupancy of said concession, and he does hereby covenant and agree at all times, to hold said City and its officers harmless from any and all claims arising out of such damage or injury.

Second party further covenants and agrees that he will at all times during the continuance of this agreement, carry in a responsible insurance company compensation insurance sufficient to cover all employees employed by him in and about said concession premises, and will furnish The City with certificate of insurance company issuing said policy.

This agreement with the privilege and concession hereunder granted shall be for a duration from May 31st, 1938 to May 31st, 1940, provided, however, that the same may be cancelled and terminated by either party upon giving to the other, thirty days notice in writing of intention so to do. Nothing in this agreement, however, shall be construed as requiring the City to give thirty days notice of termination in the event the second party shall be guilty of any breach or default herein. In such case The City reserves the right to terminate and cancel this agreement and all rights herein, immediately upon the occurrence of any such breach or default.

THE CITY OF SAN DIEGO
By R.W.FLACK, City Manager

NATE BARNET, Concessionaire

I hereby approve the form of the foregoing agreement this 31st day of May, 1938.
D.L.AULT, City Attorney
By H.B.DANIEL, Asst. C.A.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Nate Barnet at Municipal Swimming Pool. Being Document No. 310508.
J.M.ASHLEY
City Clerk of the City of San Diego, California.

By Helen M. Wilby Deputy.

A G R E E M E N T

WHEREAS, Foster and Kleiser Company is the owner of Lot 5, Block "C" Subdivision Estudillo & Caprons and,
WHEREAS, the provisions of Ordinance No. 1212 of the ordinances of the City of San Diego prohibit the erection of buildings or structures on said property to the front property line on University Street; and,
WHEREAS, the undersigned has heretofore applied to the Council of the City of San Diego for a special permit to erect a Poster panel on the above-mentioned property, closer to the front property line than permitted by said ordinance; and,
WHEREAS, the Council of said City has by Resolution No. 68380 suspended the provisions of said ordinance with respect to said property and has granted permission to the undersigned to erect a Sign to 13 feet from the front property line on the condition and for and in consideration that the undersigned will at any later date, when requested by the City of San Diego, move said sign from said front property line back to the line established and designated by the said City of San Diego. NOW, THEREFORE,

WITNESS THIS AGREEMENT, signed and executed this 13th day of October, 1938, by Foster and Kleiser Company that we will, for and in consideration of the permission granted us to erect a sign on the above described property to the front property line, bind Foster and Kleiser to, and do hereby by these presents agree, to move any sign erected in pursuance hereof back from the front property line to the established line designated by the City of San Diego, as shown in Ordinance No. 1212 on file in the office of the City Clerk of said City, and at such time as the City of San Diego directs us to move said sign to the line designated; that we will move said sign and comply therewith at our own expense and with no cost or obligation on the part of the City of San Diego.
We further agree that this agreement shall be binding on Foster & Kleiser, heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

FOSTER AND KLEISER COMPANY, Lessee
S.J.DRESDEN
2260. Columbia
Address

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 13th day of October, A.D. Nineteen Hundred and Thirty-eight, before me, Florelle Beu a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared S.J.Dresden known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my Office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

FLORELLE BEU
Notary Public in and for the County of San Diego,
State of California.

(SEAL)
My Commission Expires,
May 20, 1942.

RECORDED OCT 24 1938. 3 Min. past 9 A.M. In Book 837 At Page 334 of Official Records, San Diego Co., Cal. Recorded At Request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.
ZETTA J. BEER
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Owner Foster & Kleiser Co. to move Sign from University Avenue when widened. Being Document No. 310540.

J.M.ASHLEY
City Clerk of the City of San Diego, California.

By Helen M. Wilby Deputy.

A G R E E M E N T

WHEREAS, Olive J. Owen is the owner of All of Lots 13, 14, 15 and 16 Lot Block 56 Subdivision Arnold and Choates Pueblo Lot "B" Addition to San Diego, as recorded on Map 334, Book 7, County of San Diego, and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the Ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 26th day of September, 1938, by Olive J. Owen that she will, for and in consideration of the permission granted her to remove 30 feet of curbing on Hawk Street adjacent to the above described property, bind her to, and she hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs her so to do, and comply therewith at her own expense and with no cost or obligation on the part of the City of San Diego.

She further agrees that this agreement shall be binding on herself, her heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

WITNESSED:
By H.H.CAVE

OLIVE J. OWEN
Owner's Name
1314 Bush St.
Address

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 26th day of September, 1938, before me, A. Maude Malanaphy a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared H.H.Cave personally known to me to be the person, whose name is subscribed to the within instrument as a subscribing witness thereto who being by me duly sworn, deposed and said that he resides in the said County of San Diego, State of California, that he was present and saw Olive J. Owen personally known to him to be the same person described in and whose name is subscribed to the within instrument as a party thereto, sign and execute the same; and that she, the affiant, then and there subscribed her name to said instrument as a witness.

In Witness Whereof, I have hereunto set my hand and affixed my official seal, at my office in the County of San Diego, the day and year in this certificate first above written.

A. MAUDE MALANAPHY
Notary Public in and for the County of San Diego,
State of California.

(SEAL)
My Commission Expires,
Jan. 22, 1941.

RECORDED OCT 24 1938 3 Min. past 9 A.M. In Book 837 At Page 335 of Official Records, San Diego Co., Cal. Recorded At Request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.
ZETTA J. BEER
Copyist County Recorder's Office, S.D. County, Calif.

IEHEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from Olive J. Owen to the City of San Diego, California. Being Document No. 310545.

J.M.ASHLEY
City Clerk of the City of San Diego, California.

By Helen M. Wilk Deputy.

A G R E E M E N T

WHEREAS, Pomona Properties Inc., formerly Pomona Mutual Building and Loan Association is the owner of Lots 1, 2, 3 and 4, Block 2 Subdivision Hartley's North Park, City of San Diego, County of San Diego, State of California, according to Map No. 1428, filed in the office of the Recorder of said San Diego County April 8, 1912, and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 7th day of September, 1938, by Pomona Properties Inc., that we will, for and in consideration of the permission granted us to remove 74 feet of curbing on University and 31st street adjacent to the above described property, bind ourselves to, and we hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs us so to do, and comply therewith at our own expense and with no cost or obligation on the part of the City of San Diego.

We further agree that this agreement shall be binding on ourselves, our heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

POMONA PROPERTIES INC.
(formerly POMONA MUTUAL BUILDING AND
LOAN ASSOCIATION)
F.B.PALMER, President
PAUL D. WALKER, Secretary.

STATE OF CALIFORNIA,)
COUNTY OF LOS ANGELES,)ss

On this 14th day of October, A.D. 1938, before me the undersigned a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared F.B.Palmer known to me to be the President and Paul D. Walker known to me to be the Secretary of the Pomona Properties, Inc. formerly Pomona Mutual Building and Loan Association a Corporation, the Corporation which executed the within and annexed instrument, and known to me to be the persons who executed the within instrument on behalf of the Corporation herein named, and acknowledged to me that said Corporation executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL) M.M.BURKE
Notary Public in and for the County of Los Angeles,
State of California.

RECORDED OCT 24 1938 3 Min. past 9 A.M. In Book 833 At Page 404 of Official
Records, San Diego Co., Cal. Recorded At Request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS
L. SHANNON
I certify that I have correctly transcribed this document in above mentioned book.
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy
of Curb Cutting Agreement from Pomona Properties, Inc. to the City of San Diego, California.
Being Document No. 310546.

J.M.ASHLEY
City Clerk of the City of San Diego, California
By Helen M. Wallig Deputy.

A G R E E M E N T

WHEREAS, Willis H.P. Shelton is the owner of 7509 La Jolla Boulevard Lots 13 & 14,
Block 13, Subdivision La Jolla Park and,
WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of
The City of San Diego, California, prohibit the removal of any curbing or the installation
of any driveway on any city street prior to signing an agreement with the City to replace
any curbing so removed, at such time as requested so to do by the City Council; NOW, THERE-
FORE,

THIS AGREEMENT, signed and executed this 1 day of _____, 19____, by _____
that I will, for and in consideration of the permission granted me to remove 30 feet of
curbing on La Jolla Street adjacent to the above described property, bind myself to, and
do hereby by these presents agree to, remove any driveway constructed in pursuance hereto,
and to replace the curbing at such time as the City Council of San Diego directs me so to
do, and comply therewith at my own expense and with no cost or obligation on the part of
The City of San Diego.

I further agree that this agreement shall be binding on myself, my heirs and
assigns, and that any sale of the property therein mentioned and described shall be made
subject to the condition and agreements herein named.

WITNESS:
H.W.DEMPSTER
WILLIS H.P.SHELTON
Owner's Name
5545 Beaumont
Address

STATE OF CALIFORNIA,) ss
COUNTY OF SAN DIEGO,)

On this 11th day of July, A.D. Nineteen Hundred and thirty-eight, before me,
the undersigned a Notary Public in and for said County, residing therein, duly commissioned
and sworn, personally appeared Willis H.P. Shelton known to me to be the person described
in and whose name is subscribed to the within instrument, and acknowledged to me that he
executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at
my office in San Diego, County of San Diego, State of California, the day and year in this
certificate first above written.

(SEAL) O.H.KINNEY
Notary Public in and for the County of San Diego,
State of California.

RECORDED OCT 24 1938 3 Min. past 9 A.M. In Book 833 At Page 403 of Official
Records, San Diego Co., Cal. Recorded At Request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS
L. SHANNON
I certify that I have correctly transcribed this document in above mentioned book.
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy
of Curb Cutting Agreement from Willis H.P. Shelton to City of San Diego, California. Being
Document No. 310547.

J.M.ASHLEY
City Clerk of the City of San Diego, California
By Helen M. Wallig Deputy.

UNDERTAKING FOR STREET LIGHTING
SUNSET CLIFFS LIGHTING DISTRICT NO.1.

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC
COMPANY, a corporation organized and existing under and by virtue of the laws of the State
of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation or-
ganized and existing under and by virtue of the laws of the State of Connecticut, as Surety,
are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the
County of San Diego, State of California, in the sum of FOUR HUNDRED TWENTY DOLLARS (\$420.00),
lawful money of the United States of America, to be paid to said The City of San Diego, for
which payment, well and truly to be made, we hereby bind ourselves, our successors and as-
signs, jointly and severally, firmly by these presents.

Signed by us and dated this 18th day of October, 1938.
WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has en-
tered into contract with said The City of San Diego, under and pursuant to the provisions
of the "Lighting District Ordinance of 1938", to do all work upon POINT LOMA AVENUE, ADAIR
STREET, TIVOLI STREET, GRANGER STREET, OSPREY STREET, ALHAMBRA STREET, TERRACE STREET,
VALENCIA DRIVE, LA PALOMA STREET, VARONA STREET, SANTA BARBARA STREET, NOVARA STREET, EBERS
STREET, FROUDE STREET, GUIZOT STREET, CORNISH DRIVE, TRIESTE DRIVE, ALEXANDRIA DRIVE, MONANA
DRIVE, TARENTO DRIVE, SAVOY STREET, CATALINA BOULEVARD, SORRENTO DRIVE, BARCELONA DRIVE,
CALAVERAS DRIVE, PIEDMONT DRIVE, HILL STREET, MARSEILLES STREET, MONACO STREET, BRINDISI

STREET, ALGECIRAS STREET, CARMELO STREET, CASITAS STREET, LADERA STREET, SUNSET CLIFFS BOULEVARD, CORDOVA STREET and DEVONSHIRE DRIVE, within the limits and as particularly described in Resolution of Intention No. 67809, adopted by Council of said City July 5, 1938, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, Principal.
By A.E. HOLLOWAY, Vice Pres.

(SEAL) ATTEST:
J.A. CANNON, Secretary.

THE AETNA CASUALTY AND SURETY COMPANY, Surety.
By PAUL WOLCOTT, Resident Vice-President.

(SEAL) ATTEST:
E.L. TOLSON, Resident Assistant Secretary.

STATE OF CALIFORNIA,) ss
COUNTY OF SAN DIEGO,)

On this 18th day of October, in the year nineteen hundred thirty-eight, before me, Frances S. Bowers, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Paul Wolcott, known to me to be the Resident Vice-President and E.L. Tolson, known to me to be the Resident Assistant Secretary of The Aetna Casualty And Surety Company, the corporation which executed the within and annexed instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

FRANCES S. BOWERS

Notary Public in and for said San Diego County,
State of California.

(SEAL)

I hereby approve the form of the foregoing Undertaking this 20th day of October, 1938.

D.L. AULT, City Attorney
By J.H. McKINNEY, Deputy City Attorney.

I HEREBY CERTIFY that the Council of the City of San Diego did by Resolution No. 68302 passed and adopted on the 4th day of October, 1938, require and fix the sum of \$420.00 as the penal sum of the foregoing Undertaking.

J.M. ASHLEY

City Clerk of the City of San Diego.

By FRED W. SICK

Deputy.

(SEAL)

CONTRACT FOR STREET LIGHTING SUNSET CLIFFS LIGHTING DISTRICT NO.1.

THIS AGREEMENT, MADE AND ENTERED INTO THIS 25th day of October, 1938, by and between SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Council of the City of San Diego, has been awarded the contract for the work hereinafter mentioned,

NOW, THEREFORE, the respective parties hereto do promise and agree as follows, to-wit:

Said first party, for the consideration hereinafter mentioned, promises and agrees with the said second party, that it will do and perform, or cause to be done and performed, in a good and workmanlike manner, under the supervision of the City Engineer of said City; all of the following work, to-wit: The furnishing of electric current for the lighting of the ornamental street lights located on the following streets, in the City of San Diego, California:

The southwesterly side of POINT LOMA AVENUE, between Sunset Cliffs Boulevard and Catalina Boulevard;
ADAIR STREET, between Sunset Cliffs Boulevard and Santa Barbara Street;
TIVOLI STREET, between Devonshire Drive and Santa Barbara Street;
GRANGER STREET, between Devonshire Drive and Novara Street;
OSPREY STREET, between Sunset Cliffs Boulevard and Cornish Drive;
ALHAMBRA STREET, between Devonshire Drive and Novara Street;
TERRACE STREET, between Devonshire Drive and Novara Street;
VALENCIA DRIVE, between Trieste Drive and Moana Drive;
LA PALOMA STREET, between Moana Drive and Catalina Boulevard;
VARONA STREET, between Moana Drive and Catalina Boulevard;
SANTA BARBARA STREET, between Point Loma Avenue and its termination in Hill Street and Catalina Boulevard;
NOVARA STREET, between Hill Street and Santa Barbara Street;
EBERS STREET, between Adair Street and Point Loma Avenue;
FROUDE STREET, between Sunset Cliffs Boulevard and Point Loma Avenue;
GUIZOT STREET, between Sunset Cliffs Boulevard and Point Loma Avenue;
CORNISH DRIVE, for its entire length;
TRIESTE DRIVE, between Santa Barbara Street and Point Loma Avenue;
ALEXANDRIA DRIVE, between Hill Street and Point Loma Avenue;
MOANA DRIVE, between Hill Street and Point Loma Avenue;
TARENTO DRIVE, between Hill Street and Savoy Street;
SAVOY STREET, between Catalina Boulevard and Varona Street, and between La Paloma Street and Point Loma Avenue;

The westerly side of CATALINA BOULEVARD, between Hill Street and Varona Street, and between La Paloma Street and Point Loma Avenue;
SORRENTO DRIVE, for its entire length;
BARCELONA DRIVE, between Osprey Street and Alexandria Drive;
CALAVERAS DRIVE, between Osprey Street and Barcelona Drive;
PIEDMONT DRIVE, between Novara Street and Alexandria Drive;
HILL STREET, between Sunset Cliffs Boulevard and Catalina Boulevard, except the southerly side of said Hill Street between Cornish Drive and Catalina Boulevard;
MARSEILLES STREET, between Cordova Street and Cornish Drive;
MONACO STREET, between Sunset Cliffs Boulevard and Cornish Drive;
BRINDISI STREET, between Cordova Street and Cornish Drive;
ALGECIRAS STREET, between Cordova Street and Cornish Drive;

CARMELO STREET, between Sunset Cliffs Boulevard and Cornish Drive;
CASITAS STREET, between Cordova Street and Cornish Drive;
The northerly side of LADERA STREET, between Sunset Cliffs Boulevard and Cornish Drive;
The easterly side of SUNSET CLIFFS BOULEVARD, between Ladera Street and Point Loma Avenue;
CORDOVA STREET, between Ladera Street and Sunset Cliffs Boulevard; and
DEVONSHIRE DRIVE, between Hill Street and Adair Street.

Such furnishing of electric current shall be for the period of one year from and including October 1, 1938, to-wit, to and including September 30, 1939.
All of said work shall be done strictly in accordance with the plans and specifications contained in the report of the City Engineer of said City, being document entitled: "Engineer's Report and Assessment for Sunset Cliffs Lighting District No. 1", filed July 12, 1938, in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of One Thousand Six Hundred Eighty Dollars (\$1,680.00) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Sunset Cliffs Lighting District No. 1 Fund."

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of One Thousand Six Hundred Eighty Dollars (\$1,680.00) shall be paid out of any other fund than said special fund designated as "Sunset Cliffs Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of the provisions of the "Lighting District Ordinance of 1938", and that in pursuance of the provisions of said ordinance an assessment has been levied for said sum of One Thousand Six Hundred Eighty Dollars (\$1,680.00).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said "Lighting District Ordinance of 1938", will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached by its proper officers thereunto duly authorized, and the said second party has caused these presents to be executed by a majority of the members of the Council of said City of San Diego, and attested by the City Clerk of said City, the day and year first hereinabove written.

(SEAL) ATTEST:
J.A.CANNON, Secretary.

(SEAL) ATTEST:
J.M.ASHLEY, City Clerk
By FRED W. SICK, Deputy.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
By A.E.HOLLOWAY, Vice Pres.

THE CITY OF SAN DIEGO
By P.J.BENBOUGH
W.C.CRANDALL
RAYMOND M. WANSLEY
ADDISON E. HOUSH
HERBERT E. FISH
BRUCE R. STANNARD
JOHN S. SIEBERT
Members of the Council.

I Hereby Approve the form of the foregoing Contract, this 20th day of October, 1938.
D.L.AULT, City Attorney
By J.H.MCKINNEY, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract for Sunset Cliffs Lighting District No. 1. Being Document No. 310553.
J.M.ASHLEY
City Clerk of the City of San Diego, California.
By Helen M. Wallig Deputy.

A G R E E M E N T

WHEREAS, Gilmore Oil Co. are, is the owner of Lots 25 to 28 inc. Lot ____ Block 199 Subdivision University Heights - Northwest corner Texas & University and,
WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of the City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,
THIS AGREEMENT, signed and executed this 19th day of October, 1938, by Gilmore Oil Co. that they will, for and in consideration of the permission granted them to remove 82 feet of curbing on Texas & University street adjacent to the above described property, binds itself to, and it hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs it so to do, and comply therewith at its own expense and with no cost or obligation on the part of the City of San Diego.
It further agrees that this agreement shall be binding on itself, its heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

GILMORE OIL CO.
By J.M.KRAMER, Brch. Manager
Owner's Name
2423 E. 28th St. Los Angeles, Cal.
Address

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,) ss

On this 19th day of October, A.D. Nineteen Hundred and thirty-eight, before me, Estelle L. Monroy a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared J.M.Kramer, Branch Manager, Gilmore Oil Co. known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

ESTELLE L. MONROY

Notary Public in and for the County of San Diego,
State of California.

(SEAL)

My Commission Expires,
January 13, 1940:

RECORDED NOV 3 1938 28 Min. past 3 P.M. In Book 838 At Page 239 of Official Records, San Diego Co., Cal. Recorded At Request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.
E. BAEPLER

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from Gilmore Oil Co. to City of San Diego, California. Being Document No. 310655.

J.M.ASHLEY

City Clerk of the City of San Diego, California.

By Helen M. Willis Deputy.

PREFERENTIAL, NON-EXCLUSIVE USE AND
OCCUPANCY PERMIT.

THIS PERMIT AGREEMENT, made this 19th day of October, 1938, between THE CITY OF SAN DIEGO, acting by and through the Superintendent of Parks thereof, hereinafter sometimes designated as the "City", party of the first part; and Mr. N.E.Salisbury (County Horticultural Department), party of the Second Part, WITNESSETH:

THAT WHEREAS, under and subject to the provisions of Ordinance No. 1013 (New Series) of the ordinances of the City, non-commercial, local societies, groups and organizations engaged in civic, social, educational, cultural, recreational or philanthropic work or activities, may, at the discretion of the Park Department of the City and subject to ratification by the City Council, be permitted to establish and maintain regular meeting places and headquarters in certain buildings belonging to the City located in Balboa Park; and

WHEREAS, the party of the second part is a non-commercial body engaged in constructing diaramas, relief maps and pictorial exhibits of San Diego County's resources for San Francisco World's Fair.

NOW, THEREFORE, in consideration of the covenants and agreements to be kept and performed by the party of the second part and upon the terms and conditions for the purposes, all as hereinafter contained, the City does hereby grant to the party of the second part a revocable, preferential, but non-exclusive, permit for the use and occupancy of the north wing of the FOOD AND BEVERAGE BUILDING.

This permit is granted upon the following terms and conditions, and the party of the second part, in consideration of the granting thereof, hereby covenants and agrees that it will faithfully keep, perform and in all respects be bound by each and every such term and condition, to-wit:

(1) This permit is to be in effect for a period of four months from date of this agreement; no smoking is to be permitted in the building.

(2) Party of the second part shall save the City harmless from any claim of damage or injury to person or property that may result from such occupancy.

(3) That the City shall not be required to incur any expense or obligation to improve, repair or reconstruct any portion of the building or portion covered by the permit; and that the party of the second part shall, at its own expense, at all times maintain the building or space covered by this permit in a safe, clean and sanitary condition and promptly, when required so to do by the Park Department, make any repairs of damage or depreciation resulting from the occupancy.

(4) Party of the second part shall pay to the City for such use and occupancy the sum of nil Dollars (\$0.00).

(5) That the party of the second part shall be required to be responsible for and to pay all charges for light, heat and water furnished for or by reason of such occupancy.

(6) That full jurisdiction and control of the premises covered by this permit shall be and remain in the Park Department, and this permit shall be revocable at any time and at the uncontrolled discretion of the Park Department.

(7) That the general public shall not be wholly or permanently excluded from the building or portion of building covered by this permit; provided, however, that reasonable restrictions may be made, consistently with the right of the public to the use and enjoyment of the park and the building therein, to enable the party of the second part to use the premises for the purposes for which the same are allocated. Any such restrictions shall, before the same are put into effect, be submitted to and receive the written approval of the Park Department.

(8) That the use and occupancy provided for by this permit shall also be subject to such uniform and proper rules and regulations as the Park Department are authorized to make and enforce under the provisions of said Ordinance No. 1013 (New Series) for the use, occupancy, maintenance and care of such buildings or part of buildings as are authorized to be allocated for partial use and occupancy under said ordinance.

IN WITNESS WHEREOF, this permit is executed by the City of San Diego, acting by and through the Superintendent of Parks of said City, party of the first part, and the party of the second part Mr. N.E.Salisbury, County Horticultural Department, the day and year in this permit first above written.

THE CITY OF SAN DIEGO,
By J.G.MORLEY
Superintendent of Parks

M.E.SALSURY

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Occupancy Permit with N.E.Salisbury. Being Document No. 310753.

J.M.ASHLEY
City Clerk of the City of San Diego, California.
By Helen M. Willyg Deputy.

NOTICE OF COMPLETION AND ACCEPTANCE OF THE WORK PERFORMED AND MATERIALS FURNISHED BY FRED W. WEBER, UNDER HIS CONTRACT FOR THE RECONSTRUCTION OF THE LOCKWOOD MESA-TORREY PINES PIPELINE, WHICH SAID CONTRACT IS DATED AUGUST 9, 1938, AND IS ON FILE IN THE OFFICE OF THE CITY CLERK OF THE CITY OF SAN DIEGO AS DOCUMENT NO. 309552, AND IS FURTHER IDENTIFIED AS PUBLIC WORKS ADMINISTRATION DOCKET CALIF. 1526-F.

TO WHOM IT MAY CONCERN:
NOTICE IS HEREBY GIVEN by the City of San Diego that the work performed by Fred W. Weber under his contract for the reconstruction of the Lockwood Mesa-Torrey Pines Pipeline was completed to the satisfaction of the Council of the City of San Diego on November 9, 1938.
YOU ARE FURTHER NOTIFIED, THAT THE City Council of said City on November 9, 1938, by Resolution duly and regularly passed and adopted, officially accepted the said work performed by said Fred W. Weber. Certified copy of said resolution of the City Council accepting said work is attached hereto and made a part of this notice the same as though fully set out herein.
Dated at San Diego, California, this 9th day of November, 1938.
(SEAL) THE CITY OF SAN DIEGO
By J.M.ASHLEY, City Clerk
By FRED W. SICK, Deputy.

R E S O L U T I O N NO. 68486
WHEREAS, a Public Works Administration project was approved and a contract for the Lockwood Mesa-Torrey Pines Pipeline reconstruction was let to Fred W. Weber, under date of August 9, 1938, filed in the office of the City Clerk as Document No. 309552 and further identified as Public Works Administration Docket Calif. 1526-F; and
WHEREAS, the said contract has been performed and said Lockwood Mesa-Torrey Pines Pipeline Reconstruction completed in accordance with the plans, specifications and approved change order and to the satisfaction of the Council of the City of San Diego, and the same was actually completed on November 9, 1938; NOW, THEREFORE,
BE IT RESOLVED by the Council of the City of San Diego, as follows:
That the materials furnished and work performed in the reconstruction of said Lockwood Mesa-Torrey Pines Pipeline by said Fred W. Weber, the contractor under said contract, be, and the same are hereby accepted.
BE IT FURTHER RESOLVED that the City Clerk of said City be, and he is hereby authorized to sign a "Notice of Completion" and cause the same to be filed with the County Recorder of the County of San Diego.
Presented by: R.W.FLACK
Approved as to form by: D.L.AULT, City Attorney
By H.B.DANIEL, Assistant City Attorney.
Passed and adopted by the said Council of the said City of San Diego, California, this 9th day of November, 1938, by the following vote, to-wit:
YEAS-Councilmen: Crandall, Wansley, Housh, Fish
NAYS-Councilmen: None
ABSENT-Councilman: Stannard

(SEAL) ATTEST: P.J.BENBOUGH
Mayor of the City of San Diego, California
J.M.ASHLEY
City Clerk of the City of San Diego, California
By CLARK M. FOOTE JR. Deputy.
I HEREBY CERTIFY that the above and foregoing resolution was passed by the Council of the said City of San Diego, at the time and by the vote, above stated.
(SEAL) J.M.ASHLEY
City Clerk of the City of San Diego, California
By CLARK M. FOOTE, JR. Deputy.

I HEREBY CERTIFY the above to be a full, true and correct copy of Resolution No. 68486 of the Council of the City of San Diego, California, as adopted by said Council NOV - 9 1938.
(SEAL) J.M.ASHLEY, City Clerk
By CLARK M. FOOTE, JR. Deputy.

RECORDED NOV 9 1938 50 Min. past 3 P.M. In Book 843 At Page 189 of Official Records, San Diego Co., Cal. Recorded At Request of City Clerk.
I certify that I have correctly transcribed this document in above mentioned book.
ROGER N. HOWE, County Recorder
By Deputy GLEN L. STRAW
V. FUERTH
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Notice of Completion on Reconstruction of Lockwood Mesa-Torrey Pines Pipeline. Being Document No. 310806.
J.M.ASHLEY
City Clerk of the City of San Diego, California
By Helen M. Willyg Deputy.

UNDERTAKING FOR STREET LIGHTING
PACIFIC HIGHWAY LIGHTING DISTRICT NO. 1.

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of NINE HUNDRED SIX DOLLARS (\$906.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 8th day of November, 1938.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into contract with said The City of San Diego, under and pursuant to the provisions of the "Lighting District Ordinance of 1938" to do all work upon PACIFIC HIGHWAY, between the northerly line of Broadway and a line parallel to and distant 25.00 feet northwesterly from the northeasterly prolongation of the northwesterly line of Barnett Avenue; and SUBWAY STREET, between the northeasterly line of Pacific Highway and a line parallel to and distant 50.00 feet northeasterly from the northeasterly line of Pacific Highway, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, Principal
By W.F.RABER, President

(SEAL) ATTEST:
J.ASCANNON, Secretary.

THE AETNA CASUALTY AND SURETY COMPANY, Surety
By PAUL WOLCOTT, Resident Vice-President.

(SEAL) ATTEST:
E.L.TOLSON, Resident Assistant Secretary.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,) ss

On this 8th day of November, in the year nineteen hundred thirty-eight, before me, Frances S. Bowers, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Paul Wolcott, known to me to be the Resident Vice-President and E.L.Tolson, known to me to be the Resident Assistant Secretary of the Aetna Casualty and Surety Company, the corporation which executed the within and annexed instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

FRANCES S. BOWERS

Notary Public in and for said San Diego County,
State of California.

(SEAL)

I hereby approve the form of the foregoing Undertaking this 9th day of November, 1938.

D.L.AULT, City Attorney
By J.H.MC KINNEY, Deputy City Attorney.

I HEREBY CERTIFY that the Council of the City of San Diego did by Resolution No. 68389 passed and adopted on the 25th day of October, 1938, require and fix the sum of \$906.00 as the penal sum of the foregoing Undertaking.

(SEAL) City Clerk of the City of San Diego.
By FRED W. SICK
Deputy.

CONTRACT FOR STREET LIGHTING.
PACIFIC HIGHWAY LIGHTING DISTRICT NO.1.

THIS AGREEMENT, made and entered into this 9th day of November, 1938, by and between SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Council of the City of San Diego, has been awarded the contract for the work hereinafter mentioned,

NOW, THEREFORE, the respective parties hereto do promise and agree as follows, to-wit:

Said first party, for the consideration hereinafter mentioned, promises and agrees with the said second party, that it will do and perform, or cause to be done and performed, in a good and workmanlike manner, under the supervision of the City Engineer of said City, all of the following work, to-wit: The furnishing of electric current for the lighting of the ornamental street lights located on the following streets, in the City of San Diego, California, to-wit:

PACIFIC HIGHWAY, between the northerly line of Broadway and a line parallel to and distant 25.00 feet northwesterly from the northeasterly prolongation of the northwesterly line of Barnett Avenue; and

SUBWAY STREET, between the northeasterly line of Pacific Highway and a line parallel to and distant 50.00 feet northeasterly from the northeasterly line of Pacific Highway.

Such furnishing of electric energy shall be for a period of one year from and including November 5, 1938, to-wit, to and including November 4, 1939.

All of said work shall be done strictly in accordance with the plans and specifications contained in the report of the City Engineer of said City, being document entitled, "Engineer's Report and Assessment for Pacific Highway Lighting District No. 1", filed August 12, 1938, in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of Three Thousand Six Hundred Twenty-two and 56/100 Dollars (\$3,622.56) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Pacific Highway Lighting District No. 1 Fund."

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of Three Thousand Six Hundred Twenty-two and 56/100 Dollars (\$3,622.56) shall be paid out of any other fund than said special fund designated as "Pacific Highway Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of the provisions of the "Lighting District Ordinance of 1938", and that in pursuance of the provisions of said ordinance an assessment has been levied for said sum of Three Thousand Six Hundred Twenty-two and 56/100 Dollars (\$3,622.56).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said "Lighting District Ordinance of 1938" will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached by its proper officers thereunto duly authorized, and the said second party has caused these presents to be executed by a majority of the members of the Council of said City of San Diego, and attested by the City Clerk of said City, the day and year first hereinabove written.

(SEAL) ATTEST:
J.A.CANNON, Secretary.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
By W.F.RABER, President

(SEAL) ATTEST:
J.M.ASHLEY, City Clerk
By FRED W. SICK, Deputy.

THE CITY OF SAN DIEGO.
By P.J.BENBOUGH
W.C.CRANDALL
RAYMOND M. WANSLEY
ADDISON E. HOUSH
HERBERT E. FISH
JOHN S. SIEBERT
Members of the Council.

I hereby approve the form of the foregoing Contract, this 9th day of November, 1938.
D.L.AULT, City Attorney
By J.H.MCKINNEY, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract for Pacific Highway Lighting District No. 1. Being Document No. 310835.
J.M.ASHLEY
City Clerk of the City of San Diego, California.

By Helen M. Willis Deputy.

UNDERTAKING FOR STREET LIGHTING
ROSEVILLE LIGHTING DISTRICT NO. 1.

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of FIFTY EIGHT DOLLARS (\$58.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 8th day of November, 1938.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into contract with said The City of San Diego, under and pursuant to the provisions of the "Lighting District Ordinance of 1938, to do all work upon VOLTAIRE STREET, between Clove Street and Plum Street; WHITTIER STREET, between Clove Street and Locust Street; XENOPHON STREET, between Clove Street and Willow Street; YONGE STREET, between Clove Street and Willow Street; EDITH LANE, for its entire length; PLUM STREET, between Udal Street and Yonge Street; and WILLOW STREET, between Voltaire Street and Whittier Street; required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

(SEAL) ATTEST:
J.A.CANNON, Secretary.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
By W.F.RABER, President
Principal.

(SEAL) ATTEST:
E.L.TOLSON, Resident Assistant Secretary.

THE AETNA CASUALTY AND SURETY COMPANY, Surety
By PAUL WOLCOTT, Resident Vice-President.

STATE OF CALIFORNIA,) ss
COUNTY OF SAN DIEGO,)

On this 8th day of November, in the year nineteen hundred thirty-eight before me, Frances S. Bowers, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Paul Wolcott, known to me to be the Resident Vice-President and E.L.Tolson, known to me to be the Resident Assistant Secretary of THE AETNA CASUALTY AND SURETY COMPANY, the corporation which executed the within and annexed instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

FRANCES S. BOWERS
Notary Public in and for said San Diego County,
State of California.

I hereby approve the form of the foregoing Undertaking this 9th day of November, 1938.

D.L.AULT, City Attorney
By J.H.McKINNEY, Deputy City Attorney.

I HEREBY CERTIFY that the Council of the City of San Diego did by Resolution No. 68388 passed and adopted on the 25th day of October, 1938, require and fix the sum of \$58.00 as the penal sum of the foregoing Undertaking.

(SEAL)

J.M.ASHLEY
City Clerk of the City of San Diego.
By FRED W. SICK
Deputy.

CONTRACT FOR STREET LIGHTING
ROSEVILLE LIGHTING DISTRICT NO. 1.

THIS AGREEMENT, made and entered into this 9th day of November, 1938, by and between SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings for the Council of the City of San Diego, has been awarded the contract for the work hereinafter mentioned,

NOW, THEREFORE, the respective parties hereto do promise and agree as follows, to-wit:

Said first party, for the consideration hereinafter mentioned, promises and agrees with the said second party, that it will do and perform, or cause to be done and performed, in a good and workmanlike manner, under the supervision of the City Engineer of said City, all of the following work, to-wit: The furnishing of electric current for the lighting of the ornamental street lights located on the following streets in the City of San Diego, California, to-wit:

VOLTAIRE STREET, between Clove Street and Plum Street;
WHITTIER STREET, between Clove Street and Locust Street;
XENOPHON STREET, between Clove Street and Willow Street;
YONGE STREET, between Clove Street and Willow Street;
EDITH LANE, for its entire length;
PLUM STREET, between Udal Street and Yonge Street; and
WILLOW STREET, between Voltaire Street and Whittier Street.

Such furnishing of electric energy shall be for a period of one year from and including October 15, 1938, to-wit, to and including October 14, 1939.

All of said work shall be done strictly in accordance with the plans and specifications contained in the report of the City Engineer of said City, being document entitled, "Engineer's Report and Assessment for Roseville Lighting District No. 1", filed August 1, 1938, in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of Two Hundred Thirty-one Dollars (\$231.00) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Roseville Lighting District No. 1 Fund."

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of Two Hundred Thirty-one Dollars (\$231.00) shall be paid out of any other fund than said special fund designated as "Roseville Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of the provisions of the "Lighting District Ordinance of 1938", and that in pursuance of the provisions of said Ordinance an assessment has been levied for said sum of Two Hundred Thirty-one Dollars (\$231.00).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said "Lighting District Ordinance of 1938", will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached by its proper officers thereunto duly authorized, and the said second party has caused these presents to be executed by a majority of the members of the Council of said City of San Diego, and attested by the City Clerk of said City, the day and year first hereinabove written.

(SEAL) ATTEST:
J.A.CANNON, Secretary.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
By W.F.RABER, President

(SEAL) ATTEST:
J.M.ASHLEY, City Clerk
By FRED W. SICK, Deputy.

THE CITY OF SAN DIEGO
By P.J.BENBOUGH
W.C.CRANDALL
RAYMOND M. WANSLEY
ADDISON E. HOUSH
HERBERT E. FISH
JOHN S. SIEBERT
Members of the Council.

I hereby approve the form of the foregoing Contract, this 9th day of November, 1938.

D.L.AULT, City Attorney
By J.H.McKINNEY, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract for Roseville Lighting District No. 1. Being Document No. 310836.

J.M.ASHLEY
City Clerk of the City of San Diego, California.
By *Helen M. Wilby* Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, That WESTERN METAL SUPPLY COMPANY, a corporation, as Principal and HARTFORD ACCIDENT AND INDEMNITY COMPANY, a Corporation organized and existing under the laws of the State of Connecticut and authorized to transact surety business in the State of California as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of SEVEN HUNDRED SEVENTY-SIX DOLLARS (\$776.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 8th day of November, 1938.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to

Furnish and deliver:

20,000 feet 3/4" copper pipe or tubing and
2,000 " 1" " " " "

in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

NOW, THEREFORE, if the said principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

WESTERN METAL SUPPLY COMPANY, Principal.
Per B.B.STARKE, Presd't.

(SEAL) ATTEST:
W.C.SHAW, Secy.

(SEAL) ATTEST:
J.HAWKINS

HARTFORD ACCIDENT AND INDEMNITY COMPANY, Surety
By GEO. H. MURCH, Attorney in Fact.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,) ss

On this 8th day of November, before me, Marston Burnham, in the year one thousand nine hundred and thirty-eight, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared GEO. H. MURCH known to me to be the duly authorized Attorney-in-Fact of the HARTFORD ACCIDENT AND INDEMNITY COMPANY, and the same person whose name is subscribed to the within instrument as the Attorney-in-Fact of the said Company, and the said GEO. H. MURCH duly acknowledged to me that he subscribed the name of the HARTFORD ACCIDENT AND INDEMNITY COMPANY thereto as Surety and his own name as Attorney-in-Fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

MARSTON BURNHAM
Notary Public in and for San Diego County,
State of California.

(SEAL)
My Commission Expires,
April 27, 1942.

I hereby approve the form of the within Bond, this 9th day of November, 1938.
D.L.AULT, City Attorney.

I HEREBY APPROVE the foregoing bond this 9th day of November, 1938.
R.W.FLACK, City Manager.

C O N T R A C T

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 8th day of November, 1938, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and WESTERN METAL SUPPLY COMPANY, a corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City:

20,000 feet 3/4" copper pipe or tubing and
2,000 " 1" " " " "

In accordance with the specifications therefor on file in the office of the City Clerk of San Diego under Document No. 310424.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

20,000 feet of 3/4" copper pipe or tubing @ \$ 0.138 per foot
2,000 " " 1" " " " " @ \$ 0.171 " "

Said prices include the California State Sales Tax.

Said contractor agrees to begin delivery of said material within forty days from and after the date of the execution of this contract, and to complete said delivery on or before the 17th day of December, 1938.

Said City, in consideration of the furnishing and delivery of said material by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said material by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit:

THREE THOUSAND ONE HUNDRED TWO DOLLARS (\$3,102.00) said payments to be made as follows:

Upon delivery of said material, and the acceptance of the same by the City Manager of said City, ninety per cent (90%) of the said contract price shall be paid said contractor, and ten per cent (10%) shall not become due and payable until a release shall have been executed and filed as hereinafter provided, and until five (5) days shall have elapsed after the expiration of the period within which liens may be filed under the provisions of Title IV, Part III, of the Code of Civil Procedure of the State of California. When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager of said City, and when a release of all claims against The City of San Diego under or by virtue of the contract shall have been executed by the contractor, and when five (5) days shall have elapsed after the expiration of the period within which liens may be filed, as hereinabove provided, final payment will be made, at such time, and in such manner as provided by law, of any balance due, including the percentage withheld as above stated, or such portion thereof as may be due the contractor.

Said contractor hereby agrees that it will be bound by each and every part of this contract, and deliver and cause to be delivered all of said material, as herein specified.

No interest in this agreement shall be transferred by the contractor to any other party, and any such transfer shall cause annulment of this contract, so far as The City of San Diego is concerned. All rights of action, however, for any breach of this contract are reserved to said City.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of The City of San Diego, or the general laws in effect in said City, shall said City or any department, board or officer thereof, be liable for any portion of the contract price; also that no extra work shall be done by said contractor unless authorized and directed by resolution of said Council to that effect.

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of the City of San Diego, pursuant to and under Resolution No. 68451 of the Council authorizing such execution, and the contractor has caused this agreement to be executed and its corporate name and seal to be hereunto attached by its proper officers, thereunto duly authorized, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO
By R.W.FLACK, City Manager.

WESTERN METAL SUPPLY COMPANY, Contractor.
Per B.B.STARKE, Presd't.

(SEAL) ATTEST:
W.C.SHAW, Sec'y.

I hereby approve the form of the foregoing contract, this 9th day of November, 1938.

D.L.AULT, City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Western Metal Supply Co. for copper tubing. Being Document No. 310839.

J.M.ASHLEY

City Clerk of the City of San Diego, California.

By Helen M. Willey Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, That EUREKA FIRE HOSE DIVISION OF UNITED STATES RUBBER PRODUCTS INC., as Principal and UNITED STATES GUARANTEE COMPANY a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of ONE HUNDRED EIGHTY DOLLARS (\$180.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 2nd day of November, 1938.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to

Furnish and deliver:

1000 feet Underwriters labeled double cotton jacketed rubber lined 3" fire hose, in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

NOW, THEREFORE, if the said principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

EUREKA FIRE HOSE DIVISION OF
UNITED STATES RUBBER PRODUCTS INC.
By S.S.GREEN, Asst. Treasurer

(SEAL) ATTEST: O.W.GREINER, Asst. Secretary.

Principal.

UNITED STATES GUARANTEE COMPANY, Surety.
By WILLIAM F. LUND, Attorney-in-Fact.
By WALTER C. REICH, Attorney-in-Fact.

(SEAL) ATTEST:
E.P.PHILLIPS

COUNTERSIGNED:
UNITED STATES GUARANTEE COMPANY
By BYRON GILCHRIST, Attorney-in-Fact
And E. DOWNER YOUNG, Attorney-in-Fact.

I hereby approve the form of the within Bond, this 9th day of November, 1938.

D.L.AULT, City Attorney
By HARRY S. CLARK, Deputy City Attorney.

I HEREBY APPROVE the form of the within bond this 9th day of November, 1938.

R.W.FLACK, City Manager.

STATE OF NEW YORK,)
CITY & COUNTY (ss
OF NEW YORK,)

On this 2nd day of November, 1938, before me personally came William F. Lund to me known and by me known to be an Attorney-in-Fact of the UNITED STATES GUARANTEE COMPANY, the corporation described in and which executed the annexed Contract Bond on behalf of United States Rubber Products, Inc. and the said William F. Lund being by me duly sworn, did depose and say that he resides in the City of Floral Park in the State of New York, that he is an Attorney-in-Fact of said UNITED STATES GUARANTEE COMPANY, and knows the corporate seal thereof; that the seal affixed to said annexed instrument is such corporate seal, and was thereto affixed by authority of the Power of Attorney of said Company of which a certified copy is hereto attached, and that he signed said annexed instrument as an Attorney-in-Fact of said Company by like authority; and that he is acquainted with Walter C. Reich and knows him to be also an Attorney-in-Fact of said Company and that the signature of said Walter C. Reich subscribed to said annexed instrument is in the genuine handwriting of said Walter C. Reich and was thereto subscribed by like authority and in deponent's presence; that the assets of said Company, unencumbered and liable to execution exceed its debts, claims and liabilities of every nature by more than the sum of three million dollars, and that he believes the attached statement of said Company's assets and liabilities, signed by deponent, is true and correct.

Subscribed, Acknowledged and Sworn to
before me on the date above written. P.J. SEMLER
(Officer's Signature, Description and Seal)

WILLIAM F. LUND, Deponent's Signature.

Notary Public, Queens County No. 1773,
New York County Clerk's No. 347
Commission Expires March 30, 1939.

(Certified Copy POWER OF ATTORNEY authorizing execution of bonds.)
POWER OF ATTORNEY.

KNOW ALL MEN BY THESE PRESENTS, That the UNITED STATES GUARANTEE COMPANY of New York City, New York, a corporation of the State of New York, has constituted and appointed, and does hereby constitute and appoint ARTHUR SURKAMP, ALVA F. MYERS, WALTER C. REICH, HERBERT M. KELTON and WILLIAM F. LUND of the City of New York, N.Y. each its true and lawful Attorney-in-Fact to execute jointly with either of the others, under such designation in this Company's name and to affix its corporate seal to, and deliver for and on its behalf, as surety thereon or otherwise, bonds, or obligations given by or on behalf of either Unites States Rubber Company, Unites States Rubber Products, Inc., Fabric Fire Hose Company, United States Rubber Export Company, Ltd., U.S.Tire Dealers Mutual Corporation of either of the following classes, to-wit:

1. Bonds or obligations required on bids or proposals, or to secure the performance of contracts or awards, for furnishing supplies to, or for furnishing labor and materials and performing any work for, the United States of America, or any State, City, Town, Village, Board, or others;

2. Any other bond or undertaking, the execution of which shall be authorized by letter addressed to either of said Attorneys-in-Fact, signed by George H. Reaney, President, or John T. Jones or William E. Schenck or James G. Cannon, Vice-Presidents, of this Company, and sealed with this Company's corporate seal, attested by its Secretary or one of its Assistant Secretaries; --and the execution of any and all such bonds and undertakings by any two of such Attorneys-in-Fact in this Company's name and on its behalf as surety thereon or otherwise, under its corporate seal, in pursuance of the authority hereby conferred shall, upon delivery thereof, be valid and binding upon this Company.

IN WITNESS WHEREOF, the said UNITED STATES GUARANTEE COMPANY has, pursuant to its By-Laws caused these presents to be signed by its Vice-President and Secretary and its corporate seal to be hereto affixed this 12th day of January, 1937.

UNITED STATES GUARANTEE COMPANY
By JOHN T. JONES, Vice-President.
JAMES C. CANNON, Secretary (Corp.)
(SEAL)

STATE OF NEW YORK,)
COUNTY OF NEW YORK)ss

On this 12th day of January, 1937, before me personally came James G. Cannon to me known and by me known to be Secretary of the UNITED STATES GUARANTEE COMPANY, the corporation described in and which executed the foregoing Power of Attorney to ARTHUR SURKAMP, ALVA F. MYERS, WALTER C. REICH, HERBERT M. KELTON and WILLIAM F. LUND and the said James G. Cannon being by me duly sworn did depose and say that he resides in the City of New York, in the State of New York; that he is Secretary of the UNITED STATES GUARANTEE COMPANY and knows the corporate seal thereof; that the seal affixed to the foregoing Power of Attorney is such corporate seal and was thereto affixed by authority of the By-Laws of said Company, and that he signed said Power of Attorney as Secretary of said Company by like authority; that he is acquainted with John T. Jones and knows him to be Vice-President of said Company and that the signature of said John T. Jones subscribed to said Power of Attorney is in the genuine handwriting of said John T. Jones and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Subscribed, Acknowledged and Sworn to before me on the date above written.

JAMES G. CANNON

HARRY GORDON

(Notarial Seal) Notary Public, Kings Co. No. 256
N.Y.Co. Cl'k No. 722 Reg. No. 86425
Commission Expires March 30, 1938.

CITY AND COUNTY OF NEW YORK: ss

I, Ward E. Flaxington, Assistant Secretary of the UNITED STATES GUARANTEE COMPANY, do hereby certify that the following is a true excerpt from the By-Laws of said Company as adopted by its Board of Directors on February 6, 1929, and that the same has not since been amended or rescinded, to-wit:

"ARTICLE VII. EXECUTION OF BONDS, ETC.

Sec. 1. All bonds, undertakings, contracts, powers of attorney and other instruments for and on behalf of the Company which it is authorized by law or its charter to execute, may and shall be executed in the name and on behalf of the Company by its President, or a Vice-President, jointly with its Secretary, or an Assistant Secretary, under their respective designations, except that:

(a) any officer or officers, agent or agents, attorney-in-fact or attorneys-in-fact designated in any resolution of the Board of Directors or Executive Committee adopted either before or after the making of this By-Law, or in any power of attorney executed as provided for in this section, may execute in the manner prescribed in such resolution or power of attorney any such bond, undertaking or other obligation which he or they shall be empowered to execute by such resolution or power of attorney."

And I further certify that I have compared the foregoing copy of the POWER OF ATTORNEY with the original thereof executed by said United States Guarantee Company to ARTHUR SURKAMP, ET AL. dated January 12th, 1937 and the same is a correct and true copy of the whole of said original Power of Attorney and that said Power of Attorney has not been revoked.

And I further certify that said UNITED STATES GUARANTEE COMPANY is duly licensed to transact fidelity and surety business in the State of New York and is also duly licensed to become sole surety on bonds, undertakings, etc., permitted or required by the laws of the United States.

Given under my hand and the seal of said Company at New York City, N.Y. this 2nd day of November, 1938.

(SEAL)

WARD E. FLAXINGTON, Assistant Secretary.

FINANCIAL STATEMENT OF THE
UNITED STATES GUARANTEE COMPANY
90 JOHN STREET, NEW YORK, N.Y.
as of June 30, 1938.

ASSETS

LIABILITIES

United States Government Bonds	\$ 3,971,190.03	Reserve for Unearned	
Dominion of Canada Bonds	122,960.23	Premiums	\$ 2,904,698.71
State and Municipal Bonds	617,426.03	Reserve for Losses	
Railroad Bonds and Stocks	442,454.52	and Claims	3,135,547.99
Public Utility Bonds and Stocks	1,360,917.87	Reserve for Loss	
Miscellaneous Bonds and Stocks	4,911,766.57	Adjustment Expense	82,407.64
Total Bonds and Stocks	\$11,426,715.25	Reinsurance Reserves	740,894.22
Cash in Banks \$ 2,772,813.83		Commission and Brokerage	227,840.07
Cash in Office 8,370.18	2,781,184.01	Federal, State and	
Premiums, not over three		Other Taxes	259,186.25
months due	941,053.75	Accounts Payable	18,783.47
Reinsurance Receivable	32,846.87	Special Reserve	76,981.86
Accrued Interest	38,348.36	Voluntary Contingency	
Other Assets	31,043.82	Reserve	750,000.00
Total Admitted Assets	\$15,251,192.06		\$ 8,196,340.21
		Capital Paid In	\$2,000,000.00
		Surplus	5,054,851.85
		Surplus to Policyholders	7,054,851.85
		Total Liabilities	\$15,251,192.06

Bonds and Stocks are valued in accordance with requirements of State of New York Insurance Department.
On the basis of June 30, 1938, market quotations for all bonds and stocks owned, this company's Total Admitted Assets and its Surplus would be increased by \$176,770.97.
Securities carried at \$880,810.13 in the above statement are deposited as required by law.

STATE OF NEW YORK,)
CITY AND COUNTY OF NEW YORK,) ss

George J. Zwier, Assistant Secretary, of the United States Guarantee Company, being duly sworn, deposes and says that the foregoing statement of the Assets and Liabilities of said United States Guarantee Company on June 30, 1938, is true and correct and is a true abstract of the Statement of Assets and Liabilities of said Company as filed with the Secretary of the Treasury of the United States for the half year ending June 30, 1938.
Subscribed and sworn to before me, GEORGE J. ZWIER
this 3rd day of August, 1938.

WILLIAM A. BURTON (SEAL)
Notary Public, Westchester County
Commission Filed in New York Co. No. 1292
Commission expires March 30th, 1940.

UNITED STATES RUBBER PRODUCTS, INC. 5/10/38
Certificate as to persons authorized to sign bonds, bids, contracts, and proposals for

GOVERNMENT or MUNICIPAL ORDERS
also
SALES and CONSIGNMENT CONTRACTS

I HEREBY CERTIFY:

(1) That Francis B. Davis, Jr. is the President of this Corporation, and that William deKrafft, Edward J. Coughlin, William A. Eden, Thomas J. Needham, Elmer Roberts, Herbert E. Smith and Lucius D. Tompkins are the Vice Presidents.

(2) That the following is a true and correct extract from the By-Laws of the United States Rubber Products, Inc., as adopted July 26, 1928, and amended August 16, 1934 and is still in force and effect:

"The President and the Vice Presidents, respectively, and such other officers as may be designated by the Board of Directors, shall have authority to execute on behalf of the company all contracts, leases, bids, bonds and other instruments in the usual course of business and, when authorized by the Board of Directors, deeds and other instruments affecting the real property of the Company."

(3) That at a meeting of the Board of Directors of the United States Rubber Products, Inc., duly called and held July 6, 1937, at which a quorum was present, the following resolution was adopted and is still in force and effect, viz:

"RESOLVED: That the Treasurer or any Assistant Treasurer of this corporation be and each of them alone is hereby authorized to sign, seal and deliver on behalf and in the name of the corporation all surety or indemnity bonds from time to time required in connection with the collection of accounts, the execution of contracts or bids, and other matters incidental to the transaction of the customary business of the corporation, and that the action of the Treasurer or any Assistant Treasurer of this corporation in heretofore executing and delivering such bonds be and it is hereby approved, ratified, and confirmed."

(4) That at a meeting of the Board of Directors of the United States Rubber Products, Inc., duly called and held March 25, 1930, at which a quorum was present, the following resolution was adopted and is still in force and effect, viz:

"RESOLVED: That the President, subject to the control of the Board of Directors, shall have the power to select, appoint and designate the powers and duties of the respective departmental General Managers, General Sales Managers, their assistants and other officers and representatives of the Company, not appointed or required to be appointed by the Board of Directors, pursuant to the By-Laws, and that such selections, appointments and designations as the President has heretofore made, be and they are hereby approved, ratified and confirmed."

(5) That under the authority of said vote, the President, Francis B. Davis, Jr., has filed with me a delegation of power to the following persons to execute bonds, bids, contracts and proposals for Government or Municipal Orders, and also Sales and Consignment Contracts in behalf of the United States Rubber Products, Inc., as to the respective commodities set opposite their names, and that such delegation has not been revoked:

UNITED STATES RUBBER PRODUCTS, INC.

A.S.Basil	Manager Government Sales, Wire Division
G.H.Bennett, Jr.	Control Manager, Ball Band Plant, Mishawaka
Wilson H.Blackwell	Treasurer
J.B.Brady	General Manager, Pacific Division
William F.Cairns	General Manager of the Beacon Falls Rubber Footwear Division
R.V.Cleary	Assistant Control Manager, Ball Band Plant, Mishawaka
E.C.Conlin	Sales Manager, Golf Ball Department
J.A.DONNELLY	Manager, Wholesale Footwear Sales
W.R.Douglas	Sales Manager, Druggists Sundries & Specialties
James J.Drummey	Manager, Clothing Department
H.A.Everlien	Sales Manager, Mechanical Goods Division
J.H.Green	General Manager, Eureka Fire Hose Division
S.S.Green	Assistant Treasurer

W. Gussenhoven	Assistant to Vice President, Mechanical Goods Division
H.J.Haflin	General Sales Manager, Sundries, Golf Balls and Shoe Products
C.Heitzmann	Assistant to Vice President, Mechanical Goods Division
C.W.Higbee	Manager, Wire Sales
R.F.Keller	Sales Manager, Clothing and Coated Fabrics Division
H.S.Marlor	Assistant General Manager, Footwear Division
T.J.Needham	Vice President and General Manager, Footwear & Clothing Div.
C.J.Noonan	Footwear Sales Manager, Pacific Division
Victor N. Peterson	Manager, Footwear Control Department
George H.Pendleton	Manager, Government Sales, Mechanical Goods Division
Walter F.Spoerl	Assistant Sales Manager, Mechanical Goods Division
E.M.Taylor	Assistant Treasurer
H.W.Waite	Assistant General Manager, "Lastex" and Thread Division
Howard H.Weber	Assistant Manager, Wire Sales
E.H.White	Manager, Branch Footwear and Clothing Sales
W.A.Whiteman	Manager Sales Control, Branch Footwear and Clothing
H.L.Whitney	Sales Manager, Shoe Products Department

WITNESS my hand and the seal of said United States Rubber Products, Inc., this 2nd day of Nov., 1938.
(SEAL)

ERIC BULEMAY, Secretary

C O N T R A C T

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 2nd day of November, 1938, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and EUREKA FIRE HOSE DIVISION OF UNITED STATES RUBBER PRODUCTS INC., party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City:

1000 feet Underwriters labeled double cotton jacketed rubber lined 3" fire hose, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 310274.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

1000' Underwriters labeled double cotton jacketed rubber lined	
3" fire hose, coupled with heavy bronze fire department	
couplings with pin lugs and with 2-1/2 National Standard	
threads, @ 71¢ per ft. - - - - -	\$710.00
Less 2% tenth prox - - - - -	14.20
	\$695.80
Plus California State Sales Tax - - - - -	20.87
	\$716.67.

Said contractor agrees to begin delivery of said material within Thirty days from and after the date of the execution of this contract, and to complete said delivery on or before the 2nd day of December, 1938.

Said City, in consideration of the furnishing and delivery of said material by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said material by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit:

The sum of Seven Hundred Sixteen and 67/100 Dollars (\$716.67), said payments to be made as follows:

Upon delivery of said material, and the acceptance of the same by the City Manager of said City, ninety per cent (90%) of the said contract price shall be paid said contractor, and ten per cent (10%) shall not become due and payable until a release shall have been executed and filed as hereinafter provided, and until five (5) days shall have elapsed after the expiration of the period within which liens may be filed under the provisions of Title IV, Part III, of the Code of Civil Procedure of the State of California. When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager of said City, and when a release of all claims against The City of San Diego under or by virtue of the contract shall have been executed by the contractor, and when five (5) days shall have elapsed after the expiration of the period within which liens may be filed, as hereinabove provided, final payment will be made, at such time, and in such manner as provided by law, of any balance due, including the percentage withheld as above stated, or such portion thereof as may be due the contractor.

Said contractor hereby agrees that it will be bound by each and every part of this contract, and deliver and cause to be delivered all of said material, as herein specified.

No interest in this agreement shall be transferred by the contractor to any other party, and any such transfer shall cause annulment of this contract, so far as The City of San Diego is concerned. All rights of action, however, for any breach of this contract are reserved to said City.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of The City of San Diego, or the general laws in effect in said City, shall said City or any department, board or officer thereof, be liable for any portion of the contract price; also that no extra work shall be done by said contractor unless authorized and directed by resolution of said Council to that effect.

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of the City of San Diego, pursuant to and under Resolution No. 68422 of the Council authorizing such execution, and the contractor has caused this agreement to be executed and its corporate name and seal to be hereunto attached by its proper officers, thereunto duly authorized, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO
By R.W.FLACK, City Manager.

Eureka Fire Hose Division of
UNITED STATES RUBBER PRODUCTS, INC.
J.H.GREEN, General Manager
Contractor

(SEAL) ATTEST:
O.W.GREINER, Asst. Secretary.

I hereby approve the form of the foregoing contract, this 9th day of November, 1938,
D.L.AULT, City Attorney
By HARRY S. CLARK, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Eureka Fire Hose Division of U.S.Rubber Products, Inc. Being Document No. 310840.

J.M.ASHLEY
City Clerk of the City of San Diego, California.

By Helen M. Willy Deputy.

A G R E E M E N T

WHEREAS, Thomas H. Aird is the owner of property described as Lot 24 Block 86 Subdivision Point Loma Heights and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 4th day of November, 1938, by Thomas H. Aird that he will, for and in consideration of the permission granted him to remove 18' feet of curbing on Guizot street adjacent to the above described property, bind himself to, and he hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of the City of San Diego.

He further agrees that this agreement shall be binding on himself, his heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

THOMAS H. AIRD
Owner's Name
4495 Niagara Street
Address

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)

On this 4th day of November, A.D. Nineteen Hundred and thirty-eight, before me, W.A.Wiedenbeck a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Thomas H. Aird known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

W.A.WIEDENBECK
Notary Public in and for the County of San Diego,
State of California.

(SEAL)
My Commission Expires,
March 25, 1941.

RECORDED NOV 14 1938 4 Min. past 9 A.M. In Book 850 At Page 25 of Official Records, San Diego Co., Cal. Recorded At Request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from Thomas H. Aird to the City of San Diego, California. Being Document No. 310848.

J.M.ASHLEY
City Clerk of the City of San Diego, California

By Helen M. Willy Deputy.

A G R E E M E N T

WHEREAS, Fintzelberg & Steinmetz are, the agents of S.E.cor. 2nd & G St. Lot A-B, Block 90 Subdivision Horton's Add. and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 1st day of Nov., 1938, by Fintzelberg & Steinmetz, Agts. that we will, for and in consideration of the permission granted to us to remove 20 feet of curbing on 2nd street adjacent to the above described property, bind ourselves to, and we hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs us so to do, and comply therewith at there own expense and with no cost or obligation on the part of the City of San Diego.

We further agree that this agreement shall be binding on ourselves, our heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

FINTZELBERG & STEINMETZ
Established 1886
Owner's Name
926 Seventh Ave. San Diego, Calif.
Address
THEO. FINTZELBERG

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)

On this 1st day of November, A.D. Nineteen Hundred and 38, before me, Robert J. Walsh a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Theo. Fintzelberg known to me to be the person described in and whose name he subscribed to the within instrument, and acknowledged to me that he executed the

same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL) ROBERT J. WALSH
Notary Public in and for the County of San Diego,
State of California.

RECORDED NOV 14 1938 4 Min. past 9 A.M. In Book 850 At Page 25 of Official
Records, San Diego Co., Cal. Recorded At Request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H: ZERVAS

I ~~heretby~~ certify that I have correctly transcribed this document in above mentioned
book.

ZETTA J. BEER
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy
of Curb Cutting Agreement from Fintzelberg & Steinmentz to the City of San Diego, Califor-
nia. Being Document No. 310849.

J.M.ASHLEY
City Clerk of the City of San Diego, California

By Helen M. Wallig Deputy.

A G R E E M E N T

WHEREAS, we, the U.S. GRANT OFFICE BUILDING COMPANY, are, the owners of property
at the SE corner of 3rd & C Sts., Lots A & B Block 37 Subdivision Horton's Addition, and,
WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of
The City of San Diego, California, prohibit the removal of any curbing or the installation
of any driveway on any city street prior to signing an agreement with the City to replace
any curbing so removed, at such time as requested so to do by the City Council; NOW, THERE-
FORE,

THIS AGREEMENT, signed and executed this 25th day of October, 1938, by U.S. Grant
Office Building Co., that we will, for and in consideration of the permission granted us to
remove 100 feet of curbing on C & 3rd Sts., adjacent to the above described property, bind
ourselves to, and we hereby by these presents agree to, remove any driveway constructed in
pursuance hereto, and to replace the curbing at such time as the City Council of San Diego
directs us so to do, and comply therewith at our own expense and with no cost or obligation
on the part of the City of San Diego.

We further agree that this agreement shall be binding on ourselves, our heirs
and assigns, and that any sale of the property therein mentioned and described shall be made
subject to the condition and agreements herein named.

U.S. GRANT OFFICE BLDG. CO.
BARON LONG, President
Owner's Name
4th & Broadway, San Diego, Calif.
Address

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this ____ day of October, A.D. Nineteen Hundred and thirty eight, before me,
Edith G. Benjamin a Notary Public in and for said County, residing therein, duly commis-
ed and sworn, personally appeared Baron Long known to me to be the person described in and
whose name is subscribed to the within instrument, and acknowledged to me that ____ executed
the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal,
at my office in San Diego, County of San Diego, State of California, the day and year in
this certificate first above written.

(SEAL) EDITH G. BENJAMIN
Notary Public in and for the County of San Diego,
State of California.

RECORDED NOV 14 1938 4 Min. past 9 A.M. In Book 845 At Page 145 of Official
Records, San Diego Co., Cal. Recorded At Request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H: ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.

C. JOHNSON
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy
of Curb Cutting Agreement from U.S. Grant Office Bldg. Co. to the City of San Diego, Cali-
fornia. Being Document No. 310850.

J.M.ASHLEY
City Clerk of the City of San Diego, California.

By Helen M. Wallig Deputy.

A G R E E M E N T

WHEREAS, The Original French Laundry Company are, is the owner of Lots 28, 29, 30,
31, 32 and 33, Lot ____ Block 187 Subdivision University Heights, and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of
The City of San Diego, California, prohibit the removal of any curbing or the installation
of any driveway on any city street prior to signing an agreement with the City to replace
any curbing so removed, at such time as requested so to do by the City Council; NOW, THERE-
FORE,

THIS AGREEMENT, signed and executed this 14th day of November, 1938, by O.B. Wetzel,
secretary, that we will, for and in consideration of the permission granted us to remove 45
feet of curbing on Cleveland Ave. adjacent to the above described property, bind us to, and
we hereby by these presents agree to, remove any driveway constructed in pursuance hereto,
and to replace the curbing at such time as the City Council of San Diego directs us so to
do, and comply therewith at our own expense and with no cost or obligation on the part of
the City of San Diego.

We further agree that this agreement shall be binding on us, ___ heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

ORIGINAL FRENCH LAUNDRY CO.
By O.B.WETZELL, Secretary
Owner's Name
1040 Univ. Ave.
Address

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 14th day of November, A.D. Nineteen Hundred and 38, before me, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared O.B.Wetzell, Sec'y. Original French Laundry known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in City of San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

NELLIE DELIN, Notary Public
Notary Public in and for the County of San Diego,
State of California.

(SEAL)
My Comm. Expires,
April 5-1940.

RECORDED NOV 25 1938 32 Min. past 3 P.M. In Book 852 At Page 79 of Official Records, San Diego, Co. Cal. Recorded At Request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.
E. DRUMMOND

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from The Original French Laundry Co. to the City of San Diego, California. Being Document No. 310920.

J.M.ASHLEY
City Clerk of the City of San Diego, California

By Helen M. Willig Deputy.

PREFERENTIAL, NON-EXCLUSIVE USE AND
OCCUPANCY PERMIT

THIS PERMIT AGREEMENT, made this 10th day of November, 1938, between THE CITY OF SAN DIEGO, acting by and through the Superintendent of Parks thereof, hereinafter sometimes designated as the "City", party of the first part; and THE SAN DIEGO SYMPHONY ORCHESTRA ASSOCIATION, party of the Second Part; WITNESSETH:

THAT WHEREAS, under and subject to the provisions of Ordinance No. 1013 (New Series) of the ordinances of the City, non-commercial, local societies, groups and organizations engaged in civic, social, educational, cultural, recreational or philanthropic work or activities, may, at the discretion of the Park Department of the City and subject to ratification by the City Council, be permitted to establish and maintain regular meeting places and headquarters in certain buildings belonging to the City located in Balboa Park; and

WHEREAS, the party of the second part is a non-commercial body engaged in sponsoring the Federal Music Project, in order that San Diego shall have a full size Symphony Orchestra.

NOW, THEREFORE, in consideration of the covenants and agreements to be kept and performed by the party of the second part and upon the terms and conditions for the purposes, all as hereinafter contained, the City does hereby grant to the party of the second part a revocable, preferential, but non-exclusive, permit for the use and occupancy of THE PALACE OF ENTERTAINMENT from September 1st, 1938 to July 31st, 1939.

This permit is granted upon the following terms and conditions, and the party of the second part, in consideration of the granting thereof, hereby covenants and agrees that it will faithfully keep, perform and in all respects be bound by each and every such term and condition, to-wit:

(1) a. That it is not to be used for public assemblies or recitals. b. That smoking be prohibited in the building. c. That all doors be unbarred & made to operate freely. d. That no temporary heating system be installed unless approved by proper authorities. e. That all parking regulations be strictly observed. f. That the area around the building be kept clean at all times.

(2) Party of the second part shall save the City harmless from any claim of damage or injury to person or property that may result from such occupancy.

(3) That the City shall not be required to incur any expense or obligation to improve, repair or reconstruct any portion of the building or portion covered by the permit; and that the party of the second part shall, at its own expense, at all times maintain the building or space covered by this permit in a safe, clean and sanitary condition and promptly, when required so to do by the Park Department, make any repairs of damage or depreciation resulting from the occupancy.

(4) Party of the second part shall pay to the City for such use and occupancy the sum of NO Dollars (\$0.00).

(5) That the party of the second part shall be required to be responsible for and to pay all charges for light, heat and water furnished for or by reason of such occupancy.

(6) That full jurisdiction and control of the premises covered by this permit shall be and remain in the Park Department, and this permit shall be revocable at any time and at the uncontrolled discretion of the Park Department.

(7) That the general public shall not be wholly or permanently excluded from the building or portion of building covered by this permit; provided, however, that reasonable restrictions may be made, consistently with the right of the public to the use and enjoyment of the park and the building therein, to enable the party of the second part to use the premises for the purposes for which the same are allocated. Any such restrictions shall, before the same are put into effect, be submitted to and receive the written approval of the Park Department.

(8) That the use and occupancy provided for by this permit shall also be subject to such uniform and proper rules and regulations as the Park Department are authorized to make and enforce under the provisions of said Ordinance No. 1013 (New Series) for the use,

occupancy, maintenance and care of such buildings or part of buildings as are authorized to be allocated for partial use and occupancy under said ordinance.

IN WITNESS WHEREOF, this permit is executed by the City of San Diego, acting by and through the Superintendent of Parks of said City, party of the first part, and the party of the second part THE SAN DIEGO SYMPHONY ORCHESTRA ASSOCIATION, the day and year in this permit first above written.

THE CITY OF SAN DIEGO
By J.G.MORLEY
Superintendent of Parks

THE SAN DIEGO SYMPHONY ORCHESTRA ASSOCIATION.
By MRS. MARCHALL O. TERRY, President
JOS. M. KENDALL, Vice President

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Occupancy Permit with The San Diego Symphony Orchestra Association. Being Document No. 310936.

J.M.ASHLEY
City Clerk of the City of San Diego, California

By Helen M. Walling Deputy.

L E A S E

THIS AGREEMENT, made and entered into this 17th day of November, 1938, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated as the City, and DEWEY SPENCER, of North San Diego, California, hereinafter designated as the Lessee; WITNESSETH:

That the City, for and in consideration of the payment of the rents to be paid by the Lessee, as hereinafter set forth, and in consideration of the covenants of the Lessee hereinafter set out and their faithful performance by such Lessee, and upon and subject to the terms, conditions and reservations herein set forth, does by these presents lease, demise and let unto the said Lessee the following described property, situate in the County of San Diego, State of California, to-wit:

Commencing at the northeasterly corner of the westerly half of Pueblo Lot 1299, of the Pueblo Lands of San Diego; thence North 0° 24' 23" East along the northerly prolongation of the north and south center line of said Pueblo Lot 1299; a distance of 364.00 feet to a point; thence North 34° 49' 23" East, 58.00 feet to the TRUE POINT OF BEGINNING; thence North 84° 59' 23" East, a distance of 216.00 feet; thence North 5° 00' 37" West, a distance of 134.00 feet to a point; thence South 84° 59' 23" West, a distance of 73.00 feet to a point; thence South 47° 05' 53" West, a distance of 95.70 feet to a point; thence South 36° 48' 53" West, a distance of 100.95 feet to the point of commencement, being 0.46 of an acre of land, more or less, in Pueblo Lot 1311.

For a term of one (1) years, beginning on the 1st day of October, 1938, and ending on the 30th day of September, 1939, at the following rentals: Three Dollars (\$3.00) per month, payable in advance at the office of the Lessor monthly during said term.

In consideration of the covenants herein contained the parties hereto agree as follows:

First. That the above described premises are leased to said lessee for residential purposes only, and for no other purpose or purposes.

Second. That this lease shall not be assigned or transferred, nor shall the said lessee have the right to sublet the leased premises, or any part thereof, without the consent in writing of the Council of said City.

Third. That the City reserves all gas, oil and mineral rights in and on said premises herein leased, with the right to go upon said property and prospect or drill for oil, gas and minerals,

Fourth. That the lessee shall keep and maintain said premises in as good repair and condition as he may receive them at his own expense (ordinary wear and tear and the acts of God excepted) and the said City shall not be called upon to make any expenditures or repairs on said premises.

Fifth. The City reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of same, and/or for the purpose of drilling, operating and maintaining wells and pipelines on said premises, and for the purpose of making repairs to or developing the water system of said City; but the City shall not be required to furnish any water on said premises, except for domestic purposes, where mains and connections are installed, and then only according to the terms of Ordinance No. 8210 and amendments thereto.

Sixth. That the said lessee, paying the said rent and performing the covenants and agreements aforesaid, shall and may at all times during the said term, peaceably and quietly have, hold and enjoy the said premises for the term aforesaid.

Seventh. Said lessee agrees that on the last day of said term, or other sooner termination of this lease, the said lessee shall and will peaceably and quietly leave, surrender and yield up unto said City the said premises, in as good state and condition as the same are now in or may be put into, reasonable use and wear thereof and damage by the elements excepted.

Eighth. It is understood and agreed by the said parties that the said City may terminate this lease at any time by giving sixty days' notice of such termination to the lessee, and by tendering to said lessee a proportionate part of any rentals paid in advance by said lessee.

Ninth. It is further agreed by and between the parties hereto that in case of the violation by the lessee of any of the terms and conditions of this lease, the City may either terminate this lease upon notice and take possession of the premises, or may enter and possess the same as the agent of the lessee and for its account.

It is understood and agreed that a waiver by the City of any default hereunder shall not be considered, nor held to be, a waiver of any subsequent or other default, and also that consent to the subletting of said premises or any part thereof, or to the assignment of this lease, shall not be construed or considered as a consent to any other or subsequent subletting or assignment.

It is understood and agreed that if the Lessee shall make default in the performance of any of the terms, conditions or covenants of this lease by the Lessee to be kept, observed or performed, Lessee will in such case pay to the City the expenses and costs incurred by the City in any action which may be commenced by the City based on, or arising out of, any such default, including a reasonable attorney's fee.

IN WITNESS WHEREOF, this agreement is executed by the City of San Diego, acting by and through the City Manager of said City, and said Lessee has hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO
By R.W.FLACK, City Manager

DEWEY SPENCER, Lessee

I HEREBY APPROVE the form of the foregoing Lease this 18th day of November, 1938.
D.L.AULT, City Attorney
By J.H.McKINNEY, Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Dewey Spencer. Being Document No. 310965.

J.M.ASHLEY
City Clerk of the City of San Diego, California

By Helen M. Wilkey Deputy.

A G R E E M E N T

WHEREAS, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, is the owner of property described as follows: Lots 20 & 21 Block 12 Subdivision La Jolla Park, La Jolla, California and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 18th day of November, 1938, by San Diego Consolidated Gas & Electric Company that it will, for and in consideration of the permission granted it to remove 16 feet of curbing on Pearl street adjacent to the above described property, bind itself to, and it hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs it so to do, and comply therewith at its own expense and with no cost or obligation on the part of the City of San Diego.

It further agrees that this agreement shall be binding on itself, its heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
By M.B.FOWLER, Vice Pres.
J.A.CANNON, Secretary
Owner's Name

Address

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,) ss

On this 18th day of November, 1938, before me, R.S.Ruffin a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared M.B.Fowler known to me to be the Vice President, J.A.Cannon known to me to be the Secretary of the Corporation that executed the within instrument, known to me to be the persons who executed the within Instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the County of San Diego, the day and year in this certificate first above written.

R.S.RUFFIN
Notary Public in and for the County of San Diego,
State of California.

(SEAL)
My Commission Expires,
May 25, 1939.

RECORDED NOV 25 1938 32 Min. past 3 P.M. In Book 844 At Page 263 of Official Records, San Diego Co. Cal. Recorded At Request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book

NOLA N. PFAHLER
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from S.D.Cons. Gas & Electric Co. to the City of San Diego, California. Being Document No. 310996.

J.M.ASHLEY
City Clerk of the City of San Diego, California

By Helen M. Wilkey Deputy.

A G R E E M E N T

WHEREAS, Thearle Music Company are, the owners of the following property Lot J Block 19 Subdivision Horton's Addition and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the Ordinances of the City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 21st day of November, 1938, by Thearle Music Company that they will, for and in consideration of the permission granted them to remove 30 feet of curbing on Seventh street adjacent to the above described property, bind themselves to, and they hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, and comply therewith at their own expense and with no cost or obligation on the part of the City of San Diego.

They further agree that this agreement shall be binding on themselves, their heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

THEARLE MUSIC COMPANY
ALFRED D. LaMOTTE, Pres.
Owner's Name
640 Broadway, San Diego, Cal.
Address

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,) ss

On this 21st day of November, A.D. Nineteen Hundred and 38, before me, Emma T. Stone a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Alfred D. LaMotte, President of Thearle Music Company known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)
My Commission Expires,
May 26, 1942.

EMMA T. STONE
Notary Public in and for the County of San Diego,
State of California.

RECORDED NOV 25 1938 32 Min. past 3 P.M. In Book 852 At Page 81 of Official
Records, San Diego Co., Cal. Recorded At Request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS
E. DRUMMOND

I certify that I have correctly transcribed this document in above mentioned book.

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from Thearle Music Co. to the City of San Diego, California. Being Document No. 310997.

J.M. ASHLEY
City Clerk of the City of San Diego, California

By Helen M. Willey Deputy.

L E A S E

THIS AGREEMENT OF LEASE, made and entered into this 23rd day of November, 1938, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter called the Lessor, and O.V. SEXSON, hereinafter called the Lessee, WITNESSETH:

That the Lessor, for and in consideration of the payment of the rents to be paid by the Lessee, as hereinafter set forth, and in consideration of the covenants of the Lessee hereinafter set forth and their faithful performance by such Lessee, and upon and subject to the terms, conditions and reservations herein set forth, hereby leases unto the Lessee that certain real property situated in the County of San Diego, State of California, particularly described as follows, to-wit:

All of Pueblo Lot 1294; the East Half of Pueblo Lot 1295; all that portion of Pueblo Lot 1293 lying north of the right of way of the Atchison, Topeka and Santa Fe Railway Company (excepting those portions of the ten-acre tracts shown as Canada San Buenaventura on the Pascoe Map lying within Pueblo Lot 1293); all as shown on Map of the Pueblo Lands of San Diego made by James Pascoe in 1870, filed as Miscellaneous Map No. 36, in the Office of the County Recorder of San Diego County, California.

Subject, however, to all easements, encumbrances and liens of every kind, nature and description whatsoever, existing against or in respect to said property; for the term of three (3) years, commencing on the 14th day of November, 1938, and ending on the 13th day of November, 1941, at a rental of Two hundred fifty dollars (\$250.00) per year, payable annually in advance during the term of this lease.

It is agreed by and between the parties hereto that the above described land is leased to said Lessee for agricultural and/or stock grazing purposes, and for no other purposes, and Lessee agrees to care for same and the crops thereon according to the rules of good husbandry.

In consideration of the premises the Lessee agrees with the Lessor as follows:

- (1) That the Lessee will pay the said rental promptly at the times when the same shall become payable, as above provided;
- (2) That the Lessee will use the land for agricultural and/or stock grazing purposes only;
- (3) That the Lessee will fully and faithfully keep and observe each and all of the terms and conditions of this lease to be kept or observed, and upon the expiration of the term, or the earlier termination thereof, Lessee will surrender the said demised premises, and each and every part thereof, without demand or notice, and in as good condition as the same are in at the time of the execution of this lease, wear and tear and damage by the elements excepted;
- (4) That the City shall have the right to enter upon said lands for inspection, for the purpose of water development, and/or viewing and ascertaining condition of the same, and/or for the purpose of drilling, operating and maintaining wells and pipelines on said premises.
- (5) That the Lessor reserves all gas, oil and mineral rights in and on said premises herein leased, with the right to go upon said property and prospect or drill for oil, gas and minerals.
- (6) That the Lessor may terminate this lease at any time by giving at least sixty (60) days' notice of such termination, and by tendering to said Lessee a proportionate part of any rentals paid in advance by said Lessee.

It is agreed that if any default shall be made by the Lessee in the payment of any rent promptly when the same shall become due according to the terms hereof, or in respect to the performance or observance of any covenant, term or condition of this lease to be kept or observed by the Lessee, the Lessor shall have the right to terminate this lease and to enter upon said premises and take possession of the same, and of each and every part thereof, and the Lessee shall peaceably surrender full possession of said premises to the Lessor.

It is further agreed by and between the parties hereto that this lease shall not be assigned or transferred, nor shall the said Lessee have the right to sublet the leased premises, or any part thereof, without permission of the Council of said The City of San Diego.

It is understood and agreed that a waiver by the Lessor of any default hereunder shall not be considered nor held to be a waiver of any subsequent or other default, and also that consent to the subletting of said premises, or any part thereof, or to the assignment of this lease, shall not be construed or considered as a consent to any other or subsequent subletting or assignment.

It is further understood and agreed that if the Lessee shall make default in the performance of any of the terms, conditions or covenants of this lease by the Lessee to be kept, observed or performed, Lessee will in such case pay to the Lessor the expenses and costs incurred by the Lessor in any action which may be commenced by the Lessor based on, or arising out of, any such default.

IN WITNESS WHEREOF, this agreement is executed by the City of San Diego, acting by and through the City Manager of said City, under and pursuant to Ordinance No. 1479 (New Series) of the ordinances of said City, authorizing such execution, and said Lessee has hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO, Lessor.
By R.W.FLACK, City Manager

O.V.SEXSON, Lessee.

I hereby approve the form of the foregoing Lease, this 12th day of November, 1938.

D.L.AULT, City Attorney
By J.H.McKINNEY, Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Oliver V. Sexson. Being Document No. 311047.

J.M.ASHLEY
City Clerk of the City of San Diego, California

By Helen M. Willig Deputy.

A G R E E M E N T

WHEREAS, Joseph A. Gordon is the owner of Lots 1 & 2 Block 9 Subdivision Frary Heights, and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 18th day of November, 1938, by Joseph A. Gordon that he will, for and in consideration of the permission granted him to remove 18 feet of curbing on 31st St. street adjacent to the above described property, bind himself to, and does hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs will so to do, and comply therewith at his own expense and with no cost or obligation on the part of the City of San Diego.

He further agrees that this agreement shall be binding on himself, his heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

JOSEPH A. GORDON
Owner's Name
2536 Univ. Ave.
Address

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,) ss

On this 18th day of November, A.D. Nineteen Hundred and 38, before me, Fred W. Sick a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Joseph A. Gordon known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

FRED W. SICK
Notary Public in and for the County of San Diego,
State of California.

(SEAL)

RECORDED DEC 2 1938 40 Min. past 3 P.M. In Book 856 At Page 62 Of Official Records, San Diego Co. Cal. Recorded At Request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.

RUTH HUBBARD
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of curb cutting agreement from Joseph A. Gordon to City of San Diego, California. Being Document No. 311130.

J.M.ASHLEY
City Clerk of the City of San Diego, California

By Helen M. Willig Deputy.

A G R E E M E N T

WHEREAS, John B. Matthews is the owner of Lot 1 & 2 & portion of Lot 3 Block 35, Subdivision H & I, Terailto and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 25th day of November, 1938, by John B. Matthews that he will, for and in consideration of the permission granted him to remove 30 feet of curbing on El Cajon street adjacent to the above described property, bind himself

to, and he hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of the City of San Diego.

He further agrees that this agreement shall be binding on him, and his heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

JOHN B. MATTHEWS
Owner's Name

Address

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 25 day of Nov. A.D. Nineteen Hundred and 38, before me, Jewel Hunt a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared John E. Matthews known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

JEWEL HUNT
Notary Public in and for the County of San Diego,
State of California.

(SEAL)
My Commission Expires,
Oct. 24, 1942.

RECORDED DEC 2 1938 40 Min: past 3 P.M. In Book 838 At Page 473 of Official Records, San Diego Co., Cal. Recorded At Request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.

E. BAEPLER

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from John B. Matthews to the City of San Diego, California. Being Document No. 311132.

J.M.ASHLEY
City Clerk of the City of San Diego, California

By Helen M. Wallig Deputy.

A G R E E M E N T

WHEREAS, May Chapman is the owner of Portion of Pueblo Lot 240, 3225 Ingraham Street, and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 16th day of November, 1938, by May Chapman that she will, for and in consideration of the permission granted her to remove 25 feet of curbing on Ingraham street adjacent to the above described property, binds herself to, and she hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs her so to do, and comply therewith at her own expense and with no cost or obligation on the part of the City of San Diego.

She further agrees that this agreement shall be binding on her, her heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

MARY CHAPMAN
Owner's Name
3223 Ingraham Street
Address

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 16th day of November, A.D. Nineteen Hundred and 38, before me, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared May Chapman known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

E.H.BROOKS
Notary Public in and for the County of San Diego,
State of California.

(SEAL)

RECORDED DEC 2 1938 40 Min. past 3 P.M. In Book 838 At Page 471 of Official Records, San Diego Co., Cal. Recorded At Request of Grantee.

ROGER N. HOWE, County Recorder
By H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.

E. BAEPLER

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from May Chapman to City of San Diego, California. Being Document No. 311133.

J.M.ASHLEY
City Clerk of the City of San Diego, California

By Helen M. Wallig Deputy.

C O N T R A C T

THIS AGREEMENT, made and entered into this 13th day of October, 1938, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting by and through its City Manager, pursuant to Resolution No. 68327, adopted by the Council of the City of San Diego on the 4th day of October, 1938, Party of the First Part, hereinafter designated the City, and RICHARD POMEROY, Box 353, Harbor City, California, Party of the Second Part, WITNESSETH:

That whereas the said City is desirous of securing the services of the Second Party to investigate and experiment with the use of ferric chloride in an endeavor to remove and obviate obnoxious odors emanating from its Mission Beach sewage disposal plant; and

WHEREAS, THE Party of the Second Part has had considerable experience and training in the application and general use of ferric chloride and is willing to make such tests in the use thereof as may be necessary and required of him by said City for and in consideration of the payment to him of the amounts hereinafter set forth;

NOW, THEREFORE, in consideration of the premises, and of the matters and things hereinafter recited, The City of San Diego does hereby employ the said Party of the Second Part to investigate and experiment with the use of ferric chloride in an endeavor to remove and forever obviate obnoxious odors emanating from the Mission Beach sewage disposal plant and to report in writing to said City the result of his investigation, for and in consideration of the sum of Twenty Dollars (\$20.00) per day, together with transportation in the sum of not to exceed five cents (\$.05) per mile while engaged upon the performance of services as above set forth; the total of said daily salary and transportation expenses as above set forth not to exceed in the aggregate the sum of One Hundred Dollars (\$100.00); and it is agreed that said services shall be done and performed by the Party of the Second Part on or before the expiration of thirty (30) days from and after the date of the execution of this agreement.

IN WITNESS WHEREOF, this agreement is executed on behalf of the City of San Diego by its City Manager, pursuant to authority so to do contained in Resolution No. 68327 duly and regularly adopted by the City Council on the 4th day of October, 1938, and the Party of the Second Part has hereunto subscribed his name, the day and year first above written.

THE CITY OF SAN DIEGO.

By R.W.FLACK, City Manager
Party of the First Part.

RICHARD POMEROY
Party of the Second Part.

I hereby approve the form of the foregoing Contract, this 13th day of October, 1938.
D.L.AULT, City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Richard Pomeroy. Being Document No. 311147.

J.M.ASHLEY,
City Clerk of the City of San Diego, California.

By Helen M. Willey Deputy.

A G R E E M E N T

WHEREAS, The Roman Catholic Bishop of San Diego, a corporation sole, is the owner of South 25 Ft. and North 25 Ft. Lots 6 & 7 Block A Subdivision In Redlands Gardens, County and City of San Diego, California, and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 28th day of November, 1938, by The Roman Catholic Bishop of San Diego that he will, for and in consideration of the permission granted him to remove 20 feet of curbing on _____ street adjacent to the above described property, binds himself to, and he hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of the City of San Diego.

He further agrees that this agreement shall be binding on his heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

THE ROMAN CATHOLIC BISHOP OF SAN DIEGO, A
Corporation sole, by- CHARLES FRANCIS BUDDY, Incumbent
Owner's Name
1528 Fourth Avenue - San Diego
Address

STATE OF CALIFORNIA,) ss
COUNTY OF SAN DIEGO,)

On this 29th day of November, A.D. Nineteen Hundred and 38, before me, Martha A. Kennedy a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Charles Francis Buddy, The Roman Catholic Bishop of San Diego known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

MARTHA A. KENNEDY

Notary Public in and for the County of San Diego,
State of California.

(SEAL)
My Commission Expires,
Sept. 2, 1941.

RECORDED DEC 8 1938 21 Min. past 3 P.M. In Book 848 At Page 284 of Official Records, San Diego Co., Cal. Recorded At Request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.
L. SHANNON

Copyist County Recorder's Office, S.D. County, Calif;

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from Roman Catholic Bishop of San Diego to City of San Diego, California. Being Document No. 311161.

J.M.ASHLEY
City Clerk of the City of San Diego, California.
By Helena M. Willey Deputy.

UNDERTAKING FOR STREET LIGHTING.
LA PLAYA LIGHTING DISTRICT NO.1.

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of SEVENTY-SIX DOLLARS (\$76.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 1st day of December, 1938.
WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into contract with said The City of San Diego, under and pursuant to the provisions of the "Lighting District Ordinance of 1938" to do all work upon the westerly side of SAN GORGONIO STREET, between the westerly prolongation of the southerly line of Block 127, La Playa and the westerly prolongation of the northerly line of Block 150, La Playa; LA CRESENTIA DRIVE, for its entire length; and SAN REMO WAY, for its entire length, in the City of San Diego, California, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY Or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

(SEAL) ATTEST:
J.A.CANNON, Secretary.
SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, Principal
By A.E.HOLLOWAY, Vice Pres.
THE AETNA CASUALTY AND SURETY COMPANY, Surety
By PAUL WOLCOTT, Resident Vice-President
(SEAL) ATTEST:
E.L.TOLSON, Resident Assistant Secretary.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,) ss

On this 1st day of December, in the year nineteen hundred thirty-eight, before me Frances S. Bowers, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Paul Wolcott, known to me to be the Resident Vice-President and E.L.Tolson, known to me to be the Resident Assistant Secretary of the Aetna Casualty and Surety Company, the corporation which executed the within and annexed instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.
FRANCES S. BOWERS
Notary Public in and for said San Diego, County
State of California.
(SEAL)

I hereby approve the form of the foregoing Undertaking this 5th day of December, 1938.
D.L.AULT, City Attorney
By J.H.McKINNEY, Deputy City Attorney

I HEREBY CERTIFY that the Council of the City of San Diego did by Resolution No. 68493 passed and adopted on the 15th day of November, 1938, require and fix the sum of \$76.00 as the penal sum of the foregoing Undertaking.

(SEAL)
J.M.ASHLEY
City Clerk of the City of San Diego.
By FRED W. SICK
Deputy.

CONTRACT FOR STREET LIGHTING
LA PLAYA LIGHTING DISTRICT NO. 1.

THIS AGREEMENT, made and entered into this 6th day of December, 1938, by and between SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Council of the City of San Diego, has been awarded the contract for the work hereinafter mentioned,

NOW, THEREFORE, the respective parties hereto do promise and agree as follows, to-wit:

Said first party, for the consideration hereinafter mentioned, promises and agrees with the said second party, that it will do and perform, or cause to be done and performed, in a good and workmanlike manner, under the supervision of the City Engineer of said City, all of the following work, to-wit: The Furnishing of electric current for the lighting of the ornamental street lights located on the following streets, in the City of San Diego, California, to-wit:

The westerly side of SAN GORGONIO STREET, between the westerly prolongation of the southerly line of Block 127, La Playa and the westerly prolongation of the northerly line of Block 150, La Playa;
LA CRESENTIA DRIVE, for its entire length; and
SAN REMO WAY, for its entire length.
Such furnishing of electric current shall be for a period of one year from and including November 25, 1938, to-wit, to and including November 24, 1939.

All of said work shall be done strictly in accordance with the plans and specifications contained in the report of the City Engineer of said City, being document entitled: "Engineer's Report and Assessment for La Playa Lighting District No. 1", filed August 26, 1938 in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of Three Hundred Two and 40/100 Dollars (\$302.40) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "La Playa Lighting District No. 1 Fund."

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of Three Hundred Two and 40/100 Dollars (\$302.40) shall be paid out of any other fund than said special fund designated as "La Playa Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of the provisions of the "Lighting District Ordinance of 1938" and that in pursuance of the provisions of said ordinance an assessment has been levied for said sum of Three Hundred Two and 40/100 Dollars (\$302.40).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said "Lighting District Ordinance of 1938" will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached by its proper officers thereunto duly authorized, and the said second party has caused these presents to be executed by a majority of the members of the Council of said City of San Diego, and attested by the City Clerk of said City, the day and year first hereinabove written.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
By A.E.HOLLOWAY, Vice Pres.

(SEAL) ATTEST:
J.A.CANNON, Secretary.

THE CITY OF SAN DIEGO.
By P.J.BENBOUGH
W.C.CRANALL
RAYMOND M. WANSLEY
ADDISON E. HOUSH
HERBERT E. FISH
BRUCE R. STANNARD
JOHN S. SIEBERT
Members of the Council.

(SEAL) ATTEST:
J.M.ASHLEY, City Clerk
By FRED W. SICK, Deputy

I hereby approve the form of the foregoing Contract, this 5th day of December, 1938.
D.L.AULT, City Attorney
By J.H.McKINNEY, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract for La Playa Lighting Dist. #1. Being Document No. 311175.

J.M.ASHLEY
City Clerk of the City of San Diego, California

By Helen M. Walling Deputy.

UNDERTAKING FOR STREET LIGHTING LOGAN AVENUE LIGHTING DISTRICT NO.1.

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of NINETY-SEVEN DOLLARS (\$97.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 1st day of December, 1938.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into contract with said The City of San Diego, under and pursuant to the provisions of the "Lighting District Ordinance of 1938" to do all work upon LOGAN AVENUE, between the northwesterly line of Evans Street and the easterly line of 26th Street; and 26TH STREET, between the westerly prolongation of the southerly line of Marcy Avenue and the northerly line of National Avenue.

Such furnishing of electric current shall be for a period of one year from and including November 16, 1938, to-wit, to and including November 15, 1939, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
Principal
BY A.E.HOLLOWAY, Vice-Pres.

(SEAL) ATTEST:
J.A.CANNON, Secretary

THE AETNA CASUALTY AND SURETY COMPANY, Surety
By PAUL WOLCOTT, Resident Vice President
(SEAL) ATTEST:
E.L.TOLSON, Resident Assistant Secretary.

STATE OF CALIFORNIA,) ss
COUNTY OF SAN DIEGO,)

On this 1st day of December, in the year nineteen hundred thirty-eight, before me, Frances S. Bowers, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Paul Wolcott, known to me to be the Resident Vice-President and E.L.Tolson, known to me to be the Resident Assistant Secretary of THE AETNA CASUALTY AND SURETY COMPANY, the corporation which executed the within and annexed instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL) FRANCES S. BOWERS
Notary Public in and for said San Diego County,
State of California.

I hereby approve the form of the foregoing Undertaking this 5th day of December, 1938.

D.L.AULT, City Attorney
By J.H.McKINNEY, Deputy City Attorney.

I HEREBY CERTIFY that the Council of the City of San Diego did by Resolution No. 68492 passed and adopted on the 15th day of November, 1938, require and fix the sum of \$97.00 as the penal sum of the foregoing Undertaking.

(SEAL) J.M.ASHLEY
City Clerk of the City of San Diego.
By FRED W. SICK
Deputy.

CONTRACT FOR STREET LIGHTING.
LOGAN AVENUE LIGHTING DISTRICT NO.1

THIS AGREEMENT, made and entered into this 6th day of December, 1938, by and between SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Council of the City of San Diego, has been awarded the contract for the work hereinafter mentioned,

NOW, THEREFORE, the respective parties hereto do promise and agree as follows, to-wit:

Said first party, for the consideration hereinafter mentioned, promises and agrees with the said second party, that it will do and perform, or cause to be done and performed, in a good and workmanlike manner, under the supervision of the City Engineer of said City, all of the following work, to-wit: The furnishing of electric current for the lighting of the ornamental street lights located on the following streets in the City of San Diego, California, to-wit:

LOGAN AVENUE, between the northwesterly line of Evans Street and the easterly line of 26th Street; and

26TH STREET, between the westerly prolongation of the southerly line of Marcy Avenue and the northerly line of National Avenue.

Such furnishing of electric current shall be for a period of one year from and including November 16, 1938, to-wit, to and including November 15, 1939.

All of said work shall be done strictly in accordance with the plans and specifications contained in the report of the City Engineer of said City, being document entitled: "Engineer's Report and Assessment for Logan Avenue Lighting District No. 1", filed August 22, 1938, in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of Three Hundred Eighty-five and 80/100 Dollars (\$385.80) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Logan Avenue Lighting District No. 1 Fund."

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of Three Hundred Eighty-five and 80/100 Dollars (\$385.80) shall be paid out of any other fund than said special fund designated as "Logan Avenue Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of the provisions of the "Lighting District Ordinance of 1938" and that in pursuance of the provisions of said ordinance an assessment has been levied for said sum of Three Hundred Eighty-five and 80/100 Dollars (\$385.80).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said "Lighting District Ordinance of 1938" will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached by its proper officers thereunto duly authorized, and the said second party has caused these presents to be executed by a majority of the members of the Council of said City of San Diego, and attested by the City Clerk of said City, the day and year first hereinabove written.

(SEAL) ATTEST:
J.A.MCANNON, Secretary

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
By A.E.HOLLOWAY, Vice Pres.

(SEAL) ATTEST:
J.M.ASHLEY, City Clerk
By FRED W. SICK, Deputy.

THE CITY OF SAN DIEGO
By P.J.BENBOUGH
W.C.CRANDALL
RAYMOND M. WANSLEY
ADDISON E. HOUSH
HERBERT E. FISH
BRUCE R. STANNARD
JOHN S. SIEBERT
Members of the Council.

I hereby approve the form of the foregoing Contract, this 5th day of December, 1938.

D.L.AULT, City Attorney
By J.H.McKINNEY, Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract for Logan Avenue Lighting Dist.#1. Being Document No. 311176.

J.M.ASHLEY
City Clerk of the City of San Diego, California.

By Helen M. Willey Deputy.

NOTICE OF COMPLETION AND ACCEPTANCE OF THE WORK PERFORMED AND MATERIALS FURNISHED BY CHAS. L. HOSKINS, UNDER HIS CONTRACT FOR COMPLETING THE CONSTRUCTION AND THE FINISHING OF THE SAN DIEGO CITY AND COUNTY ADMINISTRATION BUILDING ON THE CIVIC CENTER SITE, IN THE CITY OF SAN DIEGO, WHICH SAID CONTRACT IS DATED MAY 24, 1938, AND IS ON FILE IN THE OFFICE OF THE CITY CLERK OF THE CITY OF SAN DIEGO AS DOCUMENT NO. 307481, AND IS ALSO ON FILE IN THE OFFICE OF THE COUNTY CLERK OF THE COUNTY OF SAN DIEGO.

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN by the City of San Diego and the County of San Diego, joint owners of the joint City and County Administration Building on the Civic Center Site, in The City of San Diego, that the work performed by Chas. L. Hoskins under his contract for the construction of said joint City and County Administration Building was completed to the satisfaction of the Associated Architects and Chief Inspector in charge of the supervision of said work on December 3rd, 1938.

YOU ARE FURTHER NOTIFIED, that the Board of Supervisors of the County of San Diego on December 5, 1938, by resolution duly and regularly passed and adopted officially accepted the said work performed by said Chas. L. Hoskins; and that on December 6, 1938, the City Council of the City of San Diego by resolution duly and regularly passed and adopted likewise officially accepted said work performed by said Chas. L. Hoskins. Certified copies of the resolution of the Board of Supervisors and of the City Council accepting said work are attached hereto and made a part of this notice the same as though fully set out herein.

Dated at San Diego, California, this 8th day of December, 1938.

(SEAL)

THE CITY OF SAN DIEGO
By J.M.ASHLEY, City Clerk

(SEAL)

COUNTY OF SAN DIEGO
By J.B.MCLEES, County Clerk
By HELEN T. BUCK, Deputy County Clerk.

R E S O L U T I O N NO. 68591

WHEREAS, it appears by a communication from Associated Architects and H.E.Moore, Chief Inspector for the City and County, dated December 3rd, 1938, on file with the City Clerk, and filed with the Board of Supervisors on December 3rd, 1938, that the work to be performed by Chas. L. Hoskins under his contract for completing the construction and the finishing of the San Diego City and County Administration Building, Civic Center, San Diego California, which said contract is dated May 24, 1938, and is on file in the office of the City Clerk of said City as Document No. 307481, and is also on file in the office of the Board of Supervisors, has been performed and completed in accordance with the plans, drawings and specifications therefor to the satisfaction of the Associated Architects and said Chief Inspector in charge of and having supervision over the performance of said work, and the acceptance thereof by the City and County is recommended by them; NOW, THEREFORE,

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

That the materials furnished and work performed in completing the construction and the finishing of the San Diego City and County Administration Building, Civic Center, San Diego, California, by Chas. L. Hoskins, the contractor under said contract, be, and the same are hereby accepted by the City of San Diego.

BE IT FURTHER RESOLVED that any and all moneys withheld from said contractor under the provisions of said contract shall be payable at the time, in the manner, upon the conditions, and subject to the provisions, all as set forth in Paragraph LXXI, Page A-26 of the General Conditions of said Contract-Specifications.

BE IT FURTHER RESOLVED that the City Clerk be, and he is hereby instructed, immediately upon the adoption by the Board of Supervisors of the County of San Diego of a resolution of acceptance similar to this resolution, to execute and file jointly with the County Clerk for record, or cause to be filed for record, on behalf of the City of San Diego and the County of San Diego, with the County Recorder of said County a notice of the completion and acceptance of said contract work by said City and County.

BE IT FURTHER RESOLVED that this resolution shall be null and void, and of no force and effect, unless and until the Board of Supervisors of the County of San Diego shall have passed and adopted a resolution identical in substance and effect.

Approved as to form by: D.L.AULT, City Attorney,

By H.B.DANIEL, Assistant City Attorney.

Passed and adopted by the said Council of the said City of San Diego, California, this 6th day of December, 1938, by the following vote, to-wit:

YEAS-Councilmen: Crandall, Wansley, Housh, Fish, Stannard, Siebert and Mayor Benbough

NAYS-Councilmen: None

ABSENT-Councilmen: None

(SEAL)

ATTEST: P.J.BENBOUGH
Mayor of the City of San Diego, California
J.M.ASHLEY
City Clerk of the City of San Diego, California
By CLARK M. FOOTE, JR
Deputy.

I HEREBY CERTIFY that the above and foregoing resolution was passed by the Council of the said City of San Diego, at the time and by the vote, above stated.

(SEAL)

J.M.ASHLEY
City Clerk of the City of San Diego, California
By CLARK M. FOOTE, JR
Deputy.

I HEREBY CERTIFY the above to be a full, true and correct copy of Resolution No. 68591 of the Council of the City of San Diego, California, as adopted by said Council DEC - 6 1938.

(SEAL)

J.M.ASHLEY, City Clerk
By CLARK M. FOOTE, JR, Deputy.

In the matter of Accepting the Work
Performed by Chas. L. Hoskins under
his Contract for Completing the Con-
struction and the Finishing of the
San Diego City and County Administra-
tion Building, Civic Center, San Diego,
California.)

ON MOTION of Supervisor Bellon, seconded by Supervisor Sweet, the following resolution is hereby adopted by the Board of Supervisors of the County of San Diego, State of California:

WHEREAS, it appears by a communication from Associated Architects and H.E.Moore, Chief Inspector for the City and County, dated December 3, 1938, on file with the City Clerk and filed with the Board of Supervisors on December 3, 1938, that the work to be performed by Chas. L. Hoskins under his contract for completing the construction and the finishing of the San Diego City and County Administration Building, Civic Center, San Diego, California, which said contract is dated May 24, 1938, and is on file in the office of the City Clerk of said City as Document No. 307481, and is also on file in the office of the Board of Supervisors, has been performed and completed in accordance with the plans, drawings and specifications therefor to the satisfaction of the Associated Architects and said Chief Inspector in charge of and having supervision over the performance of said work, and the acceptance thereof by the City and County is recommended by them, NOW THEREFORE,

BE IT RESOLVED by the Board of Supervisors of the County of San Diego, as follows:
That the materials furnished and work performed in completing the construction and the finishing of the San Diego City and County Administration Building, Civic Center, San Diego, California, by Chas. L. Hoskins, the contractor under said contract, be, and the same are hereby accepted by the County of San Diego.

BE IT FURTHER RESOLVED that any and all moneys withheld from said contractor under the provisions of said contract shall be payable at the time, in the manner, upon the conditions, and subject to the provisions, all as set forth in Paragraph LXXI, Page A-26 of the General Conditions of said Contract-Specifications.

BE IT FURTHER RESOLVED that the County Clerk be, and he is hereby instructed, immediately upon the adoption by the City Council of the City of San Diego of a resolution of acceptance similar to this resolution, to execute and file jointly with the City Clerk for record, or cause to be filed for record, on behalf of the County of San Diego and the City of San Diego, with the County Recorder of said County a notice of the completion and acceptance of said contract work by said City and said County.

BE IT FURTHER RESOLVED that this resolution shall be null and void, and of no force and effect, unless and until the City Council of the City of San Diego, shall have passed and adopted a resolution identical in substance and effect.

PASSED AND ADOPTED by the Board of Supervisors of the County of San Diego, State of California, this 5th day of December, 1938, by the following vote, to-wit:
AYES: Supervisors Bellon, Richards, Faddis and Sweet
NOES: Supervisors None
ABSENT: Supervisor Hicks

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,) ss

I, J.B.McLEES, do hereby Certify that I am the County Clerk of the County of San Diego, State of California, and ex officio Clerk of the Board of Supervisors of said County; that the foregoing resolution was passed and adopted by the Board of Supervisors at a regular meeting thereof, at the time and by the vote above stated.

(SEAL)

J.B.MC LEES, County Clerk and
Ex officil Clerk of the Board
of Supervisors
By M. NASLAND, Deputy.

RECORDED DEC 8 1938 14 Min. past 3 P.M. In Book 852 At Page 201 of Official Records, San Diego Co., Cal. Recorded At Request of City Clerk

ROGER N. HOWE, County Recorder
By Deputy GLEN L. STRAW

I certify that I have correctly transcribed this document in above mentioned book.
E. DRUMMOND
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Notice of Completion - Chas. L. Hoskins on Civic Center Administration Building. Being Document No. 311262.

J.M.ASHLEY
City Clerk of the City of San Diego, California

By Helen M. Willig Deputy.

NOTICE OF COMPLETION AND ACCEPTANCE OF THE WORK
PERFORMED AND MATERIALS FURNISHED BY HERRING-HALL-
MARVIN SAFE COMPANY, A CORPORATION, UNDER ITS CON-
TRACT FOR FURNISHING AND INSTALLING COMPLETE THE
VAULT DOORS IN THE SAN DIEGO CITY AND COUNTY AD-
MINISTRATION BUILDING ON THE CIVIC CENTER SITE,
IN THE CITY OF SAN DIEGO, WHICH SAID CONTRACT IS
DATED AUGUST 16, 1938, AND IS ON FILE IN THE OFFICE
OF THE CITY CLERK OF THE CITY OF SAN DIEGO AS DOCU-
MENT NO. 309644, AND IS ALSO ON FILE IN THE OFFICE
OF THE COUNTY CLERK OF THE COUNTY OF SAN DIEGO.

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN by The City of San Diego and the County of San Diego, joint owners of the joint City and County Administration Building on the Civic Center Site in The City of San Diego, that the work performed by Herring-Hall-Marvin Safe Company, a corporation, under its contract for the furnishing and installing complete of the vault

doors in the said joint City and County Administration Building was completed to the satisfaction of the Associated Architects and Chief Inspector in charge of the supervision of said work on December 2nd, 1938.

YOU ARE FURTHER NOTIFIED, that the Board of Supervisors of the County of San Diego on December 5, 1938, by resolution duly and regularly passed and adopted officially accepted the said work performed by said Herring-Hall-Marvin Safe Company; and that on December 6, 1938, the City Council of the City of San Diego by resolution duly and regularly passed and adopted likewise officially accepted said work performed by said Herring-Hall-Marvin Safe Company. Certified copies of the resolution of the Board of Supervisors and of the City Council accepting said work are attached hereto and made a part of this notice the same as though fully set out herein.

Dated at San Diego, California, this 8th day of December, 1938.

(SEAL)

THE CITY OF SAN DIEGO
By J.M.ASHLEY, City Clerk

(SEAL)

COUNTY OF SAN DIEGO
By J.B.McLEES, County Clerk
By HELEN T. BUCK, Deputy County Clerk.

R E S O L U T I O N N O . 68592

WHEREAS, it appears by a communication from Associated Architects and H.E.Moore, Chief Inspector for the City and County, dated December 2nd, 1938, on file with the City Clerk, and filed with the Board of Supervisors on December 5th, 1938, that the work to be performed by Herring-Hall-Marvin Safe Company, a corporation, under its contract for furnishing and installing complete the Vault Doors in the San Diego City and County Administration Building, Civic Center, San Diego, California, which said contract is dated August 16, 1938, and is on file in the office of the City Clerk of said City as Document No.309644, and is also on file in the office of the Board of Supervisors, has been performed and completed in accordance with the plans, drawings, and specifications therefor to the satisfaction of the Associated Architects and said Chief Inspector in charge of and having supervision over the performance of said work, and the acceptance thereof by the City and County is recommended by them; NOW, THEREFORE,

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

That the materials furnished and work performed in furnishing and installing complete the vault doors in the San Diego City and County Administration Building, Civic Center, San Diego, California, by Herring-Hall-Marvin Safe Company, the contractor under said contract, be, and the same are hereby accepted by the City of San Diego.

BE IT FURTHER RESOLVED, that any and all moneys withheld from said contractor under the provisions of said contract shall be payable at the time, in the manner, upon the conditions, and subject to the provisions, all as set forth in Paragraph LXIII, Page A-21 of the General Conditions of said Contract Specifications.

BE IT FURTHER RESOLVED, that the City Clerk be, and he is hereby instructed, immediately upon the adoption by the Board of Supervisors of the County of San Diego of a resolution of acceptance similar to this resolution, to execute and file jointly with the County Clerk for record, or cause to be filed for record, on behalf of the City of San Diego and the County of San Diego, with the County Recorder of said County a notice of the completion and acceptance of said contract work by said City and said County.

BE IT FURTHER RESOLVED that this resolution shall be null and void, and of no force and effect, unless and until the Board of Supervisors of the County of San Diego shall have passed and adopted a resolution identical in substance and effect.

Approved as to form by: D.L.AULT, City Attorney
By H.B.DANIEL, Assistant City Attorney.

Passed and adopted by the said Council of the said City of San Diego, California, this 6th day of December, 1938, by the following vote, to-wit:
YEAS-Councilmen: Crandall, Wansley, Housh, Fish, Stannard, Siebert and Mayor Benbough
NAYS-Councilmen: None
ABSENT-Councilmen: None

(SEAL)

ATTEST: P.J.BENBOUGH
Mayor of the City of San Diego, California
J.M.ASHLEY
City Clerk of the City of San Diego, California
By CLARK M. FOOTE, JR
Deputy.

I HEREBY CERTIFY that the above and foregoing resolution was passed by the Council of the said City of San Diego, at the time and by the vote, above stated.

(SEAL)

J.M.ASHLEY
City Clerk of the City of San Diego, California
By CLARK M. FOOTE, JR
Deputy.

I HEREBY CERTIFY the above to be a full, true and correct copy of Resolution No. 68592 of the Council of the City of San Diego, California, as adopted by said Council DEC 6 1938.

(SEAL)

J.M.ASHLEY, City Clerk
By CLARK M. FOOTE, JR, Deputy.

In the Matter of Accepting the Work)
Performed by Herring-Hall-Marvin Safe)
Company, under its contract for furnish-)
ing and installing complete the vault)
doors in the San Diego City and County)
Administration Building, Civic Center,)
San Diego, California,)

ON MOTION of Supervisor Bellon, seconded by Supervisor Sweet, the following resolution is hereby adopted by the Board of Supervisors of the County of San Diego, State of California:

WHEREAS, it appears by a communication from Associated Architects and H.E.Moore, Chief Inspector for the City and County, dated December 3, 1938, on file with the City Clerk and filed with the Board of Supervisors on December 5, 1938, that the work to be performed by Herring-Hall-Marvin Safe Company under its contract for furnishing and installing complete the vault doors in the San Diego City and County Administration Building, Civic Center, San Diego, California, which said contract is dated August 16, 1938, and is on file in the office of the City Clerk of said City as Document No. 309644, and is also on file in the office of the Board of Supervisors, has been performed and completed in accordance with the plans, drawings and specifications therefor to the satisfaction of the Associated Architects and said Chief Inspector in charge of and having supervision over the performance

of said work, and the acceptance thereof by the City and County is recommended by them, NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of San Diego, as follows: That the materials furnished and work performed in furnishing and installing complete the vault doors in the San Diego City and County Administration Building, Civic Center, San Diego, California, by Herring-Hall-Marvin Safe Company, the contractor under said contract, be, and the same are hereby accepted by the County of San Diego.

BE IT FURTHER RESOLVED, that any and all moneys withheld from said contractor under the provisions of said contract shall be payable at the time, in the manner, upon the conditions, and subject to the provisions, all as set forth in Paragraph LXIII, Page A21 of the General Conditions of said Contract-Specifications.

BE IT FURTHER RESOLVED, that the County Clerk be, and he is hereby instructed, immediately upon the adoption by the City Council of the City of San Diego of a resolution of acceptance similar to this resolution, to execute and file jointly with the City Clerk for record, or cause to be filed for record, on behalf of the County of San Diego and the City of San Diego, with the County Recorder of said County a notice of the completion and acceptance of said contract work by said City and said County.

BE IT FURTHER RESOLVED that this resolution shall be null and void, and of no force and effect, unless and until the City Council of the City of San Diego, shall have passed and adopted a resolution identical in substance and effect.

PASSED AND ADOPTED By the Board of Supervisors of the County of San Diego, State of California, this 5th day of December, 1938, by the following vote, to-wit:

AYES: Supervisors Bellon, Richards, Faddis and Sweet
NOES: Supervisors None
ABSENT: Supervisors Hicks

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)SS

I, J.B.MC LEES, do hereby certify that I am the County Clerk of the County of San Diego, State of California, and ex officio clerk of the Board of Supervisors of said County; that the foregoing resolution was passed and adopted by the Board of Supervisors at a regular meeting thereof, at the time and by the vote above stated.

(SEAL) J.B.MC LEES, County Clerk and
ex officio Clerk of the Board
of Supervisors
By M. NASLAND, Deputy.

RECORDED DEC 8 1938 15 Min. past 3 P.M. In Book 850 At Page 243 of Official
Records, San Diego Co., Cal. Recorded At Request of City Clerk.

ROGER N. HOWE, County Recorder
By Deputy GLEN L. STRAW

I certify that I have correctly transcribed this document in above mentioned book.

ZETTA J. BEER
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Notice of Completion of Contract of Herring-Hall-Marvin Safe Co. for work in Civic Center Administration Building. Being Document No. 311263.

J.M.ASHLEY
City Clerk of the City of San Diego, California

By Helen M. Willey Deputy

PROJECT AGREEMENT - 1939 FISCAL YEAR

MEMORANDUM OF AGREEMENT entered into by and between the City of San Diego, hereinafter referred to as the City, and the Department of Public Works of the State of California acting by and through the Director of Public Works, hereinafter referred to as the Department,

WITNESSETH, THAT, WHEREAS, in accordance with the provisions of Section 194 and Section 195 of the Streets and Highways Code, the Department shall expend or cause to be expended within the cities of this State from the State Highway Fund, an amount equal to the net revenue derived from one-quarter cent per gallon of tax on motor vehicle fuel, upon Streets of Major Importance other than State highways as are agreed upon by the Department and the legislative body of the city, in the proportion that the total population of each city bears to the total population of all cities in this State; and

NOW, THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by each as hereinafter set forth, the City and the Department do hereby mutually agree as follows:

ARTICLE I. PROJECTS

The projects and estimated expenditures therefor as listed hereinafter constitute those items of the budget heretofore submitted by the City which have been, and are hereby, approved by the Department:

Project	Location	Miles	Description	Amount
5	Washington Avenue			
	Extension from Fourth			
	Street to Richmond Street			
(a)	Work by Department		Grade, pave and construct Sixth and Tenth Street Bridges Surveys, plans, specifications, tests, investigations and advertising (additional funds)	\$ 6,000.00.
			Construction, (additional funds)	148,760.00
			Construction engineering, tests, materials, staking and final report (additional funds)	5,800.00
(b)	Work by City		Acquisition of right of way (additional funds)	15,000.00
			Total	\$ 175,560.00

ARTICLE II. SURVEYS AND PLANS

The Department will make the necessary surveys and plans designated in Project 5(a), and the cost thereof will be defrayed from the 1/4 cent gas tax allocated under the provisions of Section 194 of the Streets and Highways Code.

ARTICLE III. RIGHT OF WAY

The right of way described in Project 5(b) will be secured by the City. The cost provided for herein includes the cost of the acquisition of land and interests therein; removing, demolishing, moving, resetting, and altering obstructing buildings; structures, or other improvements; the payment of any and all damages to property arising by reason of the project; court costs; and all other expense necessary or incidental to providing a

right of way clear and free of all obstructions or encumbrances.

ARTICLE IV. CONSTRUCTION

The Department will construct or cause to be constructed by or under its direct supervision, the improvements described in Project 5(a), in accordance with the approved plans, specifications, and estimates therefor.

Any minor change in the approved plans and specifications due to unforeseen contingencies or made desirable by conditions developing during the progress of the work, may be made by the Department.

The work described in Project 5(a) will be performed by contract or by State forces as may, in the opinion of the Director of Public Works, be for the best interests of the City and the Department.

Any equipment furnished by the Department for the work described in Project 5(a) will be charged for at the rental rates established by the Department.

ARTICLE V. FUNDS

Funds to defray the cost of the work described in Article I and payable from revenue accruing under the provisions of Section 194 of the Streets and Highways Code, are available as follows:

Unexpended under Projects 2, 3 and 4	\$ 10,243.15
Unbudgeted and accrued during the fiscal year ending June 30, 1938	24,228.27
Estimated to accrue during the fiscal year ending June 30, 1939	141,100.00
Total	\$ 175,571.42

The amount of \$175,560.00 is budgeted to defray the cost of the projects payable from funds of the 1/4 cent gas tax allocations as listed in Article I.

The annual revenue and the amounts provided for each project listed in Article I are estimated amounts. In the event that the actual revenue or the actual cost of the various projects differs from estimated amounts, the approved budget may be amended only by supplemental Agreement.

The amounts provided herein for any project listed in Article I must not be exceeded, and no moneys shall be expended by the City from the Special Gas Tax Street Improvement Fund except for the projects listed in Article I without amending the budget by supplemental agreement. Such supplemental agreement shall be valid only when executed by the City and the Department.

The Department hereby delegates to the City the expenditure of the funds provided herein to defray the cost of the work described in Project 5(b).

As the work progresses on Project 5(b), the Director of Public Works will forward warrants to the proper City officials for work already accomplished. Payment will be made upon receipt of detailed statement of expenditures made by the City until the State's obligations as above set forth, after deducting therefrom any expenditures made by the Department on account of Project 5(a), are fully discharged; provided that sufficient funds have accumulated to the credit of the City to meet such obligations.

The Department will pay the cost of the work described in Project 5(a) from funds allocated under the provisions of Section 194 of the Streets and Highways Code.

All funds allocated under the provisions of Section 194 of the Streets and Highways Code in excess of such funds budgeted herein for expenditure, will accumulate for future budgeting and expenditure.

ARTICLE VI. FINAL REPORTS

The City will submit such reports as required by law in such detail as required by the Department. The reports shall show in full all expenditures from other City funds as well as expenditures from the funds herein provided.

Within sixty days after the completion of the work described in Project 5(b), the City shall submit to the Department a final report of expenditures made for the project.

Expenditures for right of way shall be segregated by parcels and payment for each parcel analyzed as follows:

(1) Value of land taken. (2) Severance damages less benefits. (3) Moving Improvements. (4) Damages by change of grade, etc.

Where removing, restoring, or altering improvements is not included in the payment for the land, the expenditures for such items shall be reported for each parcel or ownership. The report shall also show expenditures for salary of right of way agent and miscellaneous expenditures such as title reports, agent's expense account, automobile operation, etc.; these expenditures being analyzed by the four objects: (1) Salaries and wages. (2) Materials and supplies. (3) Service and expense. (4) Equipment rental.

The Department will submit to the City a report of expenditures made from the 1/4 cent gas tax allocated for expenditure upon Streets of Major Importance.

Within sixty days after the completion of the work described in Project 5(a), the Department will submit to the City a final report of expenditures made for the project.

ARTICLE VII. MISCELLANEOUS PROVISIONS

No State officer or employee shall be liable for anything done or omitted to be done by the City in the performance of any work delegated to the City under this Agreement. The City shall, in the event any claim is made against any State officer or employee by reason of such work, indemnify and hold harmless such officer or employee from any damage or liability by reason of any such claim.

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures and official seals, the City on the 23rd day of November, 1938, and the Department on the 3rd day of December, 1938.

Approval recommended:
J.W. TRASK Asst. Engineer of City and
Cooperative Projects
Engineer of City and Cooperative Projects

Approved: C.C. CARLETON
Chief Attorney FBW

Approved: J.B. STANDLEY
Principal Assistant Engineer

JWT

CITY OF SAN DIEGO
By R. W. FLACK City Manager

STATE OF CALIFORNIA DEPARTMENT OF
PUBLIC WORKS

EARL LEE KELLY
DIRECTOR OF PUBLIC WORKS
By Myrtle V. Murray
Administrative Assistant
(SEAL)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Memorandum of Agreement for Expenditure of 1/4 Cent Gas Tax On Streets of Major Importance. Being Document No. 311269.

J.M. ASHLEY
City Clerk of the City of San Diego, California

By Helen M. Wilby Deputy

A G R E E M E N T

WHEREAS, Charles L. Farris & Goldie Farris, are the owners of Lots 3 & 4, 257 Haydens Addn. Lot -- Block -- Subdivision --- and,
WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 28th day of November, 1938, by Goldie Farris that they will, for and in consideration of the permission granted them to remove 18 feet of curbing on Main street adjacent to the above described property, bind themselves to, and they hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, and comply therewith at their own expense and with no cost or obligation on the part of The City of San Diego.

They further agree that this agreement shall be binding on themselves, their heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

MRS. GOLDIE FARRIS
Owner's Name Goldie Farris
3866 Main St.,
Address

STATE OF CALIFORNIA,)
County of San Diego) ss

On this 28th day of November, A.D. Nineteen Hundred and thirty eight, before me, E.H.Brooks a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Goldie Farris known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)

E.H.BROOKS,
Notary Public in and for the County of San Diego,
State of California.

RECORDED DEC 13 1938 21 MIN PAST 11 A.M. In Book 849 At Page 294 Official Records, San Diego Co. Cal. Recorded At Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy D. Cole.

I CERTIFY that I have correctly transcribed this document in above mentioned book. SULLIVAN #5
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from Mrs. Goldie Farris to City of San Diego. Being Document No. 311287.

J.M.ASHLEY
City Clerk of the City of San Diego, California

By Helen M. Willey Deputy

A G R E E M E N T

WHEREAS, John N. Vitalich, is the owner of Lots 1, 2 Block ___ Subdivision La Canyada Villas and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 7th day of December, 1938, by John N. Vitalich that he will, for and in consideration of the permission granted him to remove 22 feet of curbing on 12 ft on University Ave and 18 ft on 8th St. street adjacent to the above described property, bind him to, and he hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego. He further agrees that this agreement shall be binding on him, his heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

JOHN N VITALICH Owner's Name
849 Harbor St Address

STATE OF CALIFORNIA,)
County of San Diego) ss

On this 7th day of December, A.D. Nineteen Hundred and Thirty-Eight, before me, MAY SHANNON a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared JOHN N. VITALICH known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)

MAY SHANNON
Notary Public in and for the County of San Diego,
State of California.
My Commission Expires Nov. 14, 1940.

RECORDED DEC 13 1938 21 Min. past 11 A.M. in Book 849 at Page 293 Official Records, San Diego Co. Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy D. Cole
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from John N. Vitalich to City of San Diego. Being Document No. 311288.

J.M.ASHLEY
City Clerk of the City of San Diego, California

By Helen M. Willey Deputy

year for the last two years of the first five-year period of said term; and that for the second five-year period of said term the lessee shall pay monthly a guaranteed minimum rental to be determined by the Harbor Commission, which minimum guaranteed rental shall be not less than four cents (4¢) per square foot per year, nor more than six cents (6¢) per square foot per year.

It is understood and agreed that no rentals shall become due or payable hereunder by the lessee until the month beginning May 1, 1939, unless the improvements to be erected upon the premises hereby leased shall be ready for occupancy by the lessee prior to said date, in which latter event the rental shall begin as of the date said improvements are ready for occupancy.

In this connection the lessee hereby covenants and agrees that it will at all times during the life of this lease keep true, accurate and complete records of its gross receipts derived by it from the use and occupancy of the leased premises; and will also require all of its subtenants or concessionaires likewise to keep true, accurate and complete records of all of their gross receipts; and that the lessee will each month during the term of this lease carefully check and audit such records, and will not later than the tenth of each month during the life of this lease render a statement to the lessor in such form and detail as may be required by the Harbor Department, or by the Auditor and Comptroller of said City, showing the total gross receipts of the lessee, together with the total gross receipts of each and every subtenant, sublessee or concessionaire, resulting from the use and occupancy of the leased premises, or any portion thereof, during the preceding month, and will accompany the same with a remittance of an amount equal to two per cent (2%) of all said total gross receipts; provided, however, that the lessor shall, through its duly authorized agents and representatives, have the right at all reasonable times to examine and audit said records for the purpose of determining the accuracy thereof and of the monthly statements hereinabove required to be made.

It is agreed and understood that portions of the leased premises may be used by subtenants, and that concessions may be granted by the lessee without further consent of the lessor; but it is further understood and agreed that neither the whole nor any part of this lease shall be assigned so as to relieve the lessee herein mentioned without the consent of the Harbor Commission evidenced by resolution duly adopted; and provided, further, that said lessee shall remain as fully obligated to the lessor as if this consent to sublease or to grant concessions did not exist.

The Council of said City and the Harbor Commission of said City and the people of said City hereby reserve the right and privilege to annul, change or modify this lease if and when the leased property shall be needed for public use, upon the payment to said lessee of reasonable compensation for damages occasioned by said annulment, change or modification. The reasonable compensation herein provided to be paid to the lessee shall be based upon and limited to compensation for the actual value of such buildings, structures and physical improvements placed upon the demised premises by the lessee as are required, authorized or permitted under the terms of this lease, and shall not be held to include compensation to said lessee for any damage to, interference with, or loss of business or franchise occasioned by any such amendment, change or modification.

In addition to the foregoing provisions, it is hereby agreed by the parties to this lease that the same is granted and accepted upon the further terms and conditions hereinafter provided, to-wit:

(1) That the demised premises shall be used primarily for the purpose of erecting, constructing, conducting and maintaining thereon an ice skating rink, and such other incidental and subsidiary purposes and businesses, including the granting of concessions, ordinarily operated or carried on in connection with the maintenance and operation of skating rinks. The lessee is also authorized to permit, if it shall so desire, the occasional use of said premises for exhibitions, games, dances, entertainments, conventions and public gatherings, but shall not permit any boxing or wrestling matches or exhibitions thereon, without first having secured the written consent of the Harbor Commission so to do.

In this connection lessee hereby covenants and agrees that it will at no time during the life of this lease permit any wine, beer or intoxicating beverages of any character whatsoever to be sold, served or given away upon any part of said leased premises without first having secured the written consent of the Harbor Commission of The City of San Diego so to do; and also such permit or license as may be required by law.

(2) That all plans for buildings, structures and improvements to be erected or placed upon said leased premises shall comply with all the ordinances and regulations of The City of San Diego, and shall be subject to the approval of the Harbor Commission and the Planning Commission of said City.

(3) Prior to the expiration of the term of this lease the lessee may remove, and within thirty (30) days from the termination or cancellation of this lease shall remove, any and all structures and equipment, whether affixed to the soil or not, erected or placed by the lessee upon said premises, at its own cost and expense, but if the same are not so removed they shall become the property of the lessor without cost.

(4) At no time during the life of this lease shall The City of San Diego be required to make any improvement on or for the benefit of the said leased lands hereinabove described.

(5) In the event the lessee shall fail to fulfill in any manner the uses and purposes for which the said premises are leased, as above stated, or shall fail or refuse to perform the obligations by it under this lease undertaken, and shall persist in any such failure or refusal for a period of thirty (30) days after receiving notice from the lessor requiring it to comply with the provisions of this lease in any and all respects wherein the lessee may be in default, then and in that event this lease shall terminate, and said lessee shall have no further rights hereunder, and the said lessee shall thereupon forthwith remove from said premises, and shall have no further right or claim thereto, and that the said City shall immediately thereupon, without recourse to the courts, have the right to take possession of said premises, and said lessee shall forfeit all rights and claims thereto and thereunder; and said lessee in accepting this lease, hereby acknowledges the right of said City to take possession of said premises immediately upon the neglect or refusal of said lessee to comply with the terms and conditions hereinbefore mentioned.

(6) That the lessee, upon the payment of the first installment of rent, as herein provided, and the execution of this lease, shall be placed in possession, and upon the faithful and timely performing and observing of all the covenants and conditions herein contained the lessee may peaceably hold and enjoy the said premises during the said term without any interruption by the lessor, subject to the terms of this lease.

(7) Reference is hereby made to all laws as now existing, and as hereafter amended or enacted, applicable to the leasing of tidelands by The City of San Diego, and by such reference all restrictions or conditions imposed or reservations made thereby are made a part of this lease with like effect as though the same were expressly set forth herein.

It is further understood and agreed that at the expiration of the term of this

lease, if the lessee shall have faithfully performed all the terms, conditions and obligations of this lease, it shall be entitled to an extension of said term for an additional period of ten (10) years, upon the same terms and conditions as are herein contained. If the lessee shall desire and intend to avail itself of the right herein reserved to such extended term, it shall notify the City in writing thereof at least ninety (90) days prior to the expiration of the ten-year term of this lease. The failure of the lessee so to do shall relieve the City from any obligation to make such extension.

IN WITNESS WHEREOF, a majority of the members of the Harbor Commission of The City of San Diego have hereunto subscribed their names as and for the act of said City, and the said Corporation, lessee as aforesaid, has caused this instrument to be executed, and its corporate name and seal to be hereunto affixed by its proper officers, the day and year first hereinabove written.

This instrument is executed in duplicate, both of which shall be deemed originals.

THE CITY OF SAN DIEGO

By R.H. Van Deman

Emil Klicka

Members of the Harbor Commission of The City of San Diego.

ATTEST: O.W. Todd Jr. Secretary

SAN DIEGO WINTER SPORTS, INC. Lessee.
By C.P. Sikes, Pres.

I hereby approve the form of the foregoing Lease this 5th day of December, 1938.

D.L. AULT City Attorney.

By H.B. Daniel Assistant City Attorney.

I HEREBY CERTIFY that the above to be a full, true and correct copy of Lease with San Diego Winter Sports, Inc. (Tidelands). Being Document No. 311349.

J.M. ASHLEY

City Clerk of the City of San Diego, California

By Helen M. Willy Deputy

C O N T R A C T

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1938, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City Manager of said City, first party, and ROYAL A. BROWN, a resident of The City of San Diego, second party, WITNESSETH:

THAT WHEREAS, by Ordinance No. 1371 (New Series) of the ordinances of The City of San Diego, establishing a schedule of compensation for officers and employees in the Classified Service of The City of San Diego, the compensation for the position of Organist at the Spreckels Organ in Balboa Park, existing in the classified administrative service of the City is declared to be open and contractual; and

WHEREAS, the duties generally of said position are as follows: to-wit:

To prepare for and to perform four (4) organ recitals per week on the pipe organ of the Spreckels Open Air Music Pavilion in Balboa Park; to provide at second party's own cost all necessary musical scores for the giving of the said organ recitals; to furnish all necessary and advisable publicity material to magazines, newspapers, radio notes, etc., regarding the musical activities at the organ and the pavilion; to furnish special music upon occasions that are deemed worthy and conducive to civic betterment, this being a matter of furnishing music for visiting dignitaries, civic events of important import, patriotic occasions, etc.; to act as city-official host to various organizations, visiting artists, celebrities, etc., who have the use of the facilities at the organ pavilion, or who may be visiting in the City; to serve in any other capacity that the organist considers worthy and conducive to the better interests of the physical and artistic elements of the pavilion.

NOW, THEREFORE, in consideration of the premises and of the matters and things hereinafter recited, the parties hereto agree together as follows:

That beginning July 1, 1938, second party will faithfully perform the services and duties of Organist at the Spreckels Organ in Balboa Park, as the same are hereinabove described, at the rate of One hundred eighty-three and 33/100 Dollars (\$183.33) per month, payable in two equal semi-monthly installments.

In consideration of the faithful performance of such services, the City agrees to pay therefor the said rate of compensation, to-wit: One Hundred Eighty-Three and 33/100 Dollars (\$183.33) per month, payable in two equal semi-monthly installments; that is to say, at the times and in the manner that other City officers and employees are regularly paid.

It is further understood and agreed that second party is a regular employee in the classified administrative service of the City, and is in all respects subject to the Charter provisions, ordinances and the rules and regulations of the Civil Service relating to officers and employees of said City.

It is further understood and agreed that the City has the same right to demote, discharge or suspend second party as it has with regard to any other classified Civil Service employee, and that in the event of any such demotion, discharge or suspension, the second party shall have no rights by virtue of this contract other than such rights as are given to other classified employees by the Charter of said City and/or the rules and regulations of the Civil Service Commission of said City.

It is further understood and agreed that this contract shall not in any event remain or continue in effect for a longer period than the fiscal year beginning July 1, 1938, and ending June 30, 1939.

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through the City Manager of said City, and the said second party has hereunto subscribed his name, the day and year in this Agreement first above written.

THE CITY OF SAN DIEGO

R.W. Flack City Manager

ROYAL A. BROWN Second Party

I hereby approve the form of the foregoing contract this 12th day of December, 1938.

D.L. AULT, City Attorney

By H.B. Daniel Assistant City Attorney

I HEREBY CERTIFY the above to be a full, true and correct copy of Contract for Services of Royal A. Brown. Being Document No. 311353.

J.M. ASHLEY

City Clerk of the City of San Diego, California

By Helen M. Willy Deputy

UNDERTAKING FOR STREET LIGHTING Total amount of premium charged \$5.93

El Cajon Boulevard Lighting District No. 1

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of FIVE HUNDRED NINETY-THREE DOLLARS (\$593.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 14th day of December, 1938.

WHEREAS, the above bounden San Diego Consolidated Gas & Electric Company has entered into contract with said The City of San Diego, under and pursuant to the provisions of the "Lighting District Ordinance of 1938" to do all work upon EL CAJON BOULEVARD, between the west line of Texas Street and the west line of Fairmount Avenue, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the above bounden San Diego Consolidated Gas & Electric Company or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

(SEAL) ATTEST:
J.A.CANNON Secretary

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
By A.E.Holloway Vice.Pres.
Principal.

(SEAL) ATTEST:
E.L.TOLSON Resident Assistant Secretary

THE AETNA CASUALTY AND SURETY COMPANY
By Paul Wolcott Resident Vice-Surety.
President

I hereby approve the form of the foregoing Undertaking this 16th day of December, 1938.
D.L.AULT City Attorney.
By J.H.McKinney Deputy City Attorney.

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 68564 passed and adopted on the 29th day of November, 1938, require and fix the sum of \$593.00 as the penal sum of the foregoing Undertaking.

J.M.ASHLEY (SEAL)
City Clerk of The City of San Diego
By Fred W. Sick Deputy.

STATE OF CALIFORNIA,)
County of San Diego.)ss.

On this 14th day of December, in the year nineteen hundred thirty-eight, before me, Frances S. Bowers, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Paul Wolcott, known to me to be the Resident Vice-President and E.L.Tolson, known to me to be the Resident Assistant Secretary of The Aetna Casualty and Surety Company, the corporation which executed the within and annexed instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

FRANCES S. BOWERS
Notary Public in and for said San Diego County
State of California (SEAL)

CONTRACT FOR STREET LIGHTING.

El Cajon Boulevard Lighting District No. 1

THIS AGREEMENT, made and entered into this 20th day of December, 1938, by and between SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Council of The City of San Diego, has been awarded the contract for the work hereinafter mentioned,

NOW, THEREFORE, the respective parties hereto do promise and agree as follows, to-wit:

Said first party, for the consideration hereinafter mentioned, promises and agrees with the said second party, that it will do and perform, or cause to be done and performed, in a good and workmanlike manner, under the supervision of the City Engineer of said City, all of the following work, to-wit: The furnishing of electric current for the lighting of the ornamental street lights located on EL CAJON BOULEVARD, between the west line of Texas Street and the west line of Fairmount Avenue.

Such furnishing of electric current shall be for the period of one year from and including December 1, 1938, to-wit, to and including November 30, 1939.

All of said work shall be done strictly in accordance with the plans and specifications contained in the report of the City Engineer of said City, being document entitled: "Engineer's Report and Assessment for El Cajon Lighting District No. 1", filed September 12, 1938, in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of Two Thousand Three Hundred Seventy-one and 20/100 Dollars (\$2,371.20) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "El Cajon Boulevard Lighting District No. 1 Fund."

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of Two Thousand Three Hundred Seventy-one and 20/100 Dollars (\$2,371.20) shall be paid out of any other fund than said special fund designated as "El Cajon Boulevard Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of the provisions of the "Lighting District Ordinance of 1938" and that in pursuance of the provisions of said ordinance an assessment has been levied for said sum of Two Thousand Three Hundred Seventy-one and 20/100 Dollars (\$2,371.20).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said "Lighting District Ordinance of 1938" will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached by its proper officers thereunto duly authorized, and the said second party has caused these presents to be executed by a majority of the members of the Council of said City of San Diego, and attested by the City Clerk of said City, the day and year first hereinabove written.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
By A.E.Holloway Vice.Pres.

(SEAL) ATTEST:
J.A.Cannon Secretary

THE CITY OF SAN DIEGO.
By P.J.BENBOUGH
W.C.CRANDALL
RAYMOND M.WANSLEY
ADDISON E. HOUSH
HERBERT E. FISH
BRUCE R. STANNARD
JOHN S. SIEBERT
Members of the Council

(SEAL) ATTEST:
J.M.ASHLEY City Clerk
By Fred W. Sick Deputy

I hereby approve the form of the foregoing Contract, this 16th day of December, 1938.

D.L.AULT City Attorney.
By J.H.McKinney Deputy City Attorney.

I HEREBY CERTIFY the above to be a full, true and correct copy of Contract for El Cajon Blvd. Lighting Dist. #1. Being Document No. 311357.

J.M.ASHLEY
City Clerk of the City of San Diego, California

By Helen M. Walling Deputy

A G R E E M E N T

THIS AGREEMENT, made and entered into this _____ day of 1938, by and between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter referred to as the "City," Party of the First Part, and DR. CARL WILSON of the City of Los Angeles, California, Party of the Second Part, WITNESSETH:

WHEREAS, it is necessary and desirable for the City to have the benefit of the advice and services of a consulting technologist on water purification problems; and

WHEREAS, the Party of the Second Part is willing and able to furnish such required advice and services; NOW, THEREFORE,

In consideration of the mutual promises, covenants and agreements hereinafter recited, the parties hereto agree together as follows:

The City hereby retains and employs the Party of the Second Part in the capacity of a consulting technologist on water purification, beginning July 1, 1938 and ending June 30, 1939, at a monthly compensation of One Hundred Dollars (\$100.00), which said compensation shall include traveling and other expenses of the Party of the Second Part.

It is understood and agreed that the City may terminate said employment at any time by giving to the Party of the Second Part thirty (30) days notice, in writing, of its intention so to do.

Party of the Second Part agrees that during the life of this agreement he will render to the City his personal services as a consulting technologist on water purification and will advise the City as to use and dosage of coagulants and other chemicals used for purifying the City's water supply, introduction of chemicals, operation of filter plants, control of growths of algae in reservoirs, and as to laboratory practice in water purification problems from time to time as requested so to do by the City Manager or the Hydraulic Engineer of said City.

IN WITNESS WHEREOF, this Agreement is executed by The City of San Diego, acting by and through the City Manager of said City, under and pursuant to Resolution No. 66097 of the City Council authorizing such execution, and the Party of the Second Part has hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO,
By R.W.Flack City Manager
CARL WILSON

Party of the Second Part

I HEREBY APPROVE the form of the foregoing Agreement this 12th day of Dec, 1938.

D.L.AULT, City Attorney
By H.B.Daniel Asst. City Attorney

I HEREBY CERTIFY the above to be a full, true and correct copy of Contract for Services of Dr. Carl Wilson. Being Document No. 311361.

J.M.ASHLEY
City Clerk of the City of San Diego, California

By Helen M. Walling Deputy.

C O N T R A C T

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1938, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City Manager of said City, first party, and DR. HAROLD. A. THOMPSON, a resident of The City of San Diego, second party, WITNESSETH:

THAT WHEREAS, by Ordinance No. 1371 (New Series) of the ordinances of THE CITY OF SAN DIEGO, establishing a schedule of compensation for officers and employees in the Classified Service of The City of San Diego, the compensation for the position of Bacteriologist in the Department of Public Health of The City of San Diego, existing in the classified administrative service of the City, is declared to be open and contractual; and

WHEREAS, the duties generally of said position are as follows, to-wit:

Pathological and bacteriological diagnosis of communicable diseases; bacteriological analysis of food, milk, cream, water; laboratory diagnosis of rabies, serological diagnosis of operation of venereal clinic; and such other similar service and duties as may be required by the Director of Public Health of said City; the above, however, shall not include laboratory work for examination of food handlers in the private offices of physicians.

The cost of laboratory supplies shall be paid out of "Maintenance and Support" of the Public Health Department Fund.

NOW, THEREFORE, in consideration of the premises and of the matters and things hereinafter recited, the parties hereto agree together as follows:

That beginning July 1, 1938, second party will faithfully perform the services and duties of bacteriologist in the Department of Public Health of The City of San Diego, as the same are hereinabove described, at the rate of Three Hundred and Eighty Dollars (\$380.00) per month, payable in two equal semi-monthly installments.

In consideration of the faithful performance of such services, the City agrees to pay therefor the said rate of Three Hundred and Eighty Dollars (\$380.00) per month, payable in two equal semi-monthly installments; that is to say, at the time and in the manner that other City officers and employees are regularly paid.

It is further understood and agreed that second party is a regular employee in the classified administrative service of the City, and is in all respects subject to the Charter provisions, ordinances and the rules and regulations of the Civil Service relating to officers and employees of said City.

It is further understood and agreed that the City has the same right to demote, discharge or suspend second party as it has with regard to any other classified Civil Service employee, and that in the event of any such demotion, discharge or suspension, the second party shall have no rights by virtue of this contract other than such rights as are given to other classified employees by the Charter of said City and/or the rules and regulations of the Civil Service Commission of said City.

It is further understood and agreed that this contract shall not in any event remain or continue in effect for a longer period than the fiscal year beginning July 1, 1938, and ending June 30, 1939.

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through the City Manager of said City, and the said second party has hereunto subscribed his name, the day and year in this Agreement first above written.

THE CITY OF SAN DIEGO
R.W.Flack City Manager

Harold A. Thompson Second Party

I hereby approve the form of the foregoing contract this 12th day of December 1938.
D.L.AULT City Attorney
By H.B.Daniel

I HEREBY CERTIFY the above to be a full, true and correct copy of Contract for Services of Dr. Harold A. Thompson. Being Document No. 311362.
J.M.ASHLEY

City Clerk of the City of San Diego, California

By Helen M. Wallis Deputy

C O N T R A C T

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1938, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City Manager of said City, first party, and EDWIN A SPENCER, a resident of The City of San Diego, second party, WITNESSETH:

THAT WHEREAS, by Ordinance No. 1371 (New Series) of the ordinances of The City of San Diego, establishing a schedule of compensation for officers and employees in the Classified Service of The City of San Diego, the compensation for the position of Organ Tuner, Balboa Park, existing in the classified administrative service of the City is declared to be open and contractual; and

WHEREAS, the duties generally of said position are as follows, to-wit:

The general upkeep of the organ in Balboa Park; keeping organ in tune; attending to and keeping in proper condition all wiring and organ appurtenances; locating trouble affecting the instrument and correcting same; attending all organ recitals; and such other duties as may from time to time be assigned to him by the organist.

NOW, THEREFORE, in consideration of the premises and of the matters and things hereinafter recited, the parties hereto agree together as follows:

That beginning July 1, 1938, second party will faithfully perform the services and duties of Organ Tuner, Balboa Park, as the same are hereinabove described, at the rate of Eighty-two Dollars and Fifty Cents (\$82.50) per month, payable in two equal semi-monthly installments.

In consideration of the faithful performance of such services, the City agrees to pay therefor the said rate of compensation, to-wit; Eighty-two Dollars and Fifty Cents (\$82.50) per month, payable in two equal semi-monthly installments; that is to say, at the times and in the manner that other city officers and employees are regularly paid.

It is further understood and agreed that second party is a regular employee in the classified administrative service of the City, and is in all respects subject to the Charter provisions, ordinances and the rules and regulations of the Civil Service relating to officers and employees of said City.

It is further understood and agreed that the City has the same right to demote, discharge or suspend second party as it has with regard to any other classified Civil Service employee, and that in the event of any such demotion, discharge or suspension, the second party shall have no rights by virtue of this contract other than such rights as are given to other classified employees by the Charter of said City and/or the rules and regulations of the Civil Service Commission of said City.

It is further understood and agreed that this contract shall not in any event remain or continue in effect for a longer period than the fiscal year beginning July 1, 1938, and ending June 30, 1939.

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting

by and through the City Manager of said City, and the said second party has hereunto subscribed his name, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO
R.W.Flack City Manager

EDWIN A. SPENCER. Second Party

I here by approve the form of the foregoing contract, this 12th day of December, 1938.

D.L.AULT, City Attorney.
By H.B.Daniel Asst.City Attorney

I HEREBY CERTIFY the above to be a full, true and correct copy of Contract for Services of Edwin A. Spencer. Being Document No. 311363.

J.M.ASHLEY
City Clerk of the City of San Diego, California
By Helen M. Willey Deputy

C O N T R A C T

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July 1938, by and between The City of San Diego, a municipal corporation, acting through the City Manager of said City, first party, and MALCOLM J. ROGERS, a resident of The City of San Diego, second party, WITNESSETH:

THAT WHEREAS, by Ordinance No. 1371 (New Series) of the ordinances of The City of San Diego, establishing a schedule of compensation for officers and employees in the Classified Service of The City of San Diego, the compensation for the position of Curator of Anthropology of the San Diego Museum existing in the classified administrative service of the City is declared to be open and contractual; and

WHEREAS, the duties generally of said position are as follows, to-wit:

To hold the ranking curatorial position in said Museum, and supervise the work of other technical employees therein; to have immediate charge of Museum exhibits, their acquisition, preparation and disposition within the Museum, and actively to engage in such work when necessary; to have charge of all technical and research work, and the preparation of publications concerning Museum work. Said enumerated duties and activities are subject to the direction and supervision of the Director of said Museum. To make himself generally useful in any emergency capacity which he may be called upon to occupy, at the discretion of said Director.

NOW, THEREFORE, in consideration of the premises and of the matters and things hereinafter recited, the parties hereto agree together as follows:

That beginning July 1, 1938 and ending June 30, 1939, second party will faithfully perform the services and duties of Curator of Anthropology in the San Diego Museum, as the same are hereinabove described, at the rate of Two Hundred Thirty-Six Dollars and 25/100 (\$236.25) per month, payable in two equal semi-monthly installments.

In consideration of the faithful performance of such services, the City agrees to pay therefor the said rate of compensation, to-wit: Two Hundred Thirty-six Dollars and 25/100 (\$236.25) per month, payable in two equal semi-monthly installments; that is to say, at the times and in the manner that other City officers and employees are regularly paid.

It is further understood and agreed that second party is a regular employee in the classified administrative service of the City, and is in all respects subject to the charter provisions, ordinances and the rules and regulations of the Civil Service relating to officers and employees of said City.

It is further understood and agreed that the City has the same right to demote, discharge or suspend second party as it has with regard to any other classified Civil Service employee, and that in the event of any such demotion, discharge or suspension, the second party shall have no rights by virtue of this contract other than such rights as are given to other classified employees by the Charter of said City and/or the rules and regulations of the Civil Service Commission of said City.

It is further understood and agreed that this contract is a month to month contract only, and that the same may be terminated by either party on fifteen (15) days' written notice. Termination hereof by The City of San Diego shall not, however, be deemed to affect the Civil Service status of second party. Provided, that in no event shall this contract remain or continue in effect for a longer period than the fiscal year beginning July 1, 1938 and ending June 30, 1939.

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through the City Manager of said City, and the said second party has hereunto subscribed his name, the day and year in this Agreement first above written.

THE CITY OF SAN DIEGO
R.W.Flack City Manager

MALCOLM J. ROGERS Second Party

I hereby approve the form of the foregoing contract, this 12th day of December, 1938.

D.L.AULT, City Attorney
By H.B.Daniel Asst.City Attorney

I HEREBY CERTIFY the above to be a full, true and correct copy of Contract for Services of Malcolm J. Rogers. Being Document No. 311364.

J.M.ASHLEY
City Clerk of the City of San Diego, California

By Helen M. Willey Deputy

C O N T R A C T

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July 1938, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City Manager of said City, first party, and W.E.PATE, a resident of The City of San Diego, second party, WITNESSETH:

THAT WHEREAS, by Ordinance No. 1371 (New Series) of the ordinances of The City of San Diego, establishing a schedule of compensation for officers and employees of the Classified Service of The City of San Diego, the compensation for the position of Archaeologist of the San Diego Museum existing in the classified administrative service of the City is declared to be open and contractual; and

WHEREAS, the duties generally of said position are as follows: to-wit:

To catalog and keep proper records of such museum owned items as are placed in the care of said Archaeologist; to be responsible for the cataloging, preservation and return of such exhibition loan material as are placed in his charge; to aid in the installation and retirement of museum exhibits, and the labeling of the same; to render docent service to school classes and interested parties; to make himself generally useful in any emergency capacity which he may be called upon to occupy at the discretion of the Director of said Museum.

NOW, THEREFORE, in consideration of the premises and of the matters and things hereinafter recited, the parties hereto agree together as follows:

That beginning July 1, 1938, second party will faithfully perform the service and duties of Archaeologist in the San Diego Museum, as the same are hereinabove described, at the rate of One Hundred Ten and 00/100 Dollars (\$110.00) per month, payable in two equal semi-monthly installments.

In consideration of the faithful performance of such services, the City agrees to pay therefor the said rate of compensation, to-wit: One Hundred Ten and 00/100 Dollars (\$110.00) per month, payable in two equal semi-monthly installments; that is to say, at the times and in the manner that other City officers and employees are regularly paid.

It is further understood and agreed that second party is a regular employee in the classified administrative service of the City, and is in all respects subject to the Charter provisions, ordinances and the rules and regulations of the Civil Service relating to officers and employees of said City.

It is further understood and agreed that the City has the same right to demote, discharge or suspend second party as it has with regard to any other classified Civil Service employee, and that in the event of any such demotion, discharge or suspension, the second party shall have no rights by virtue of this contract other than such rights as are given to other classified employees by the Charter of said City and/or the rules and regulations of the Civil Service Commission of said City.

It is further understood and agreed that this contract is a month to month contract only, and that the same may be terminated by either party on fifteen (15) days' written notice. Termination hereof by The City of San Diego shall not, however, be deemed to affect the Civil Service status of second party. Provided, that in no event shall this contract remain or continue in effect for a longer period than the fiscal year beginning July 1, 1938 and ending June 30, 1939.

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through the City Manager of said City, and the said second party has hereunto subscribed his name, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO
R.W. Flack City Manager

W.E. PATE Second Party

I hereby approve the form of the foregoing contract, this 12th day of December 1938.

D.L. AULT, City Attorney
By H.B. Daniel Asst. City Attorney

I HEREBY CERTIFY the above to be a full, true and correct copy of Contract for Services of W.E. Pate. Being Document No. 311365.

J.M. ASHLEY
City Clerk of the City of San Diego, California

By Helen M. Willey Deputy

C O N T R A C T

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1938, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City Manager of said City, first party and JOHN B. DORSH, a resident of the City of San Diego, second party, WITNESSETH:

THAT WHEREAS, by Ordinance No. 1371 (New Series) of the ordinances of The City of San Diego, establishing a schedule of compensation for officers and employees of the Classified Service of The City of San Diego, the compensation for the position of Curator of Archaeology of the San Diego Museum existing in the classified administrative service of the City is declared to be open and contractual; and

WHEREAS, the duties generally of said position are as follows: to-wit:

To catalog and keep proper records of such museum owned items as are placed in the care of said Curator of Archaeology; to be responsible for the cataloging, preservation and return of such exhibition loan material as are placed in his charge; to aid in the installation and retirement of Museum exhibits, and the labeling of the same; to render docent service to school classes and interested parties; to make himself generally useful in any emergency capacity which he may be called upon to occupy at the discretion of the Director of said Museum.

NOW, THEREFORE, in consideration of the premises and of the matters and things hereinafter recited, the parties hereto agree together as follows:

That beginning July 1, 1938, second party will faithfully perform the services and duties of Curator of Archaeology in the San Diego Museum, as the same are hereinabove described, at the rate of One Hundred Twenty-three and 00/100 Dollars (\$123.00) per month, payable in two equal semi-monthly installments.

In consideration of the faithful performance of such services, the City agrees to pay therefor the said rate of compensation, to-wit: One Hundred Twenty-three and 00/100 Dollars (\$123.00) per month, payable in two equal semi-monthly installments; that is to say, at the times and in the manner that other City officers and employees are regularly paid.

It is further understood and agreed that second party is a regular employee in the classified administrative service of the City, and is in all respects subject to the Charter provisions, ordinances and the rules and regulations of the Civil Service relating to officers and employees of said City.

It is further understood and agreed that the City has the same right to demote, discharge or suspend second party as it has with regard to any other classified Civil Service employee, and that in the event of any such demotion, discharge or suspension, the second party shall have no rights by virtue of this contract other than such rights as are given to other classified employees by the Charter of said City and/or the rules and regulations of the Civil Service Commission of said City.

It is further understood and agreed that this contract is a month to month contract only, and that the same may be terminated by either party on fifteen (15) days' written notice. Termination hereof by The City of San Diego shall not, however, be deemed to affect the Civil Service status of second party. Provided, that in no event shall this contract remain or continue in effect for a longer period than the fiscal year

beginning July 1, 1938 and ending June 30, 1939.

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through the City Manager of said City, and the said second party has hereunto subscribed his name, the day and year in this Agreement first above written.

THE CITY OF SAN DIEGO
R.W. Flack City Manager

JOHN B. DORSH Second Party

I hereby approve the form of the foregoing contract, this 12th day of December, 1938.
D.L. AULT, City Attorney
By H.B. Daniel Asst. City Attorney

I HEREBY CERTIFY the above to be a full, true and correct copy of Contract for Services of John B. Dorsh. Being Document No. 311366.

J.M. ASHLEY
City Clerk of the City of San Diego, California

By Helen M. Willig Deputy

C O N T R A C T

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1938, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City Manager of said City, first party, and JOHN DAVIDSON, a resident of The City of San Diego, second party, WITNESSETH:

THAT WHEREAS, by Ordinance No. 1371 (New Series) of the ordinances of The City of San Diego, establishing a schedule of compensation for officers and employees in the Classified Service of The City of San Diego, the compensation for the position of Curator of Junipero Serra Museum existing in the classified administrative service of the City is declared to be open and contractual; and

WHEREAS, the duties generally of said position are as follows, to-wit:

To have charge of the premises and property of the Junipero Serra Museum, on Presidio Hill, North San Diego, and marking the spot where Spanish beginnings in the State of California were made, and where major historical events during Spanish, Mexican and early American periods occurred; to preserve and be responsible for articles and documents in said Museum, and to add to this collection as opportunity presents materials relating to this subject; to inform inquirers, by lecture and correspondence, regarding the essential features of the Pacific Coast and local history, with identification of outstanding local landmarks; to cooperate with educational institutions in presenting to students the story of our invaluable historical heritage.

NOW, THEREFORE, in consideration of the premises and of the matters and things hereinafter recited, the parties hereto agree together as follows:

That beginning July 1, 1938, second party will faithfully perform the services and duties of Curator of Junipero Serra Museum, as the same are hereinabove described, at the rate of one hundred twenty-eight and 66/100 dollars (\$128.66) per month, payable in two equal semi-monthly installments.

In consideration of the faithful performance of such services the City agrees to pay therefor the said rate of compensation, to-wit: one hundred twenty-eight and 66/100 dollars (\$128.66) payable in two equal semi-monthly installments; that is to say, at the times and in the manner that other City officers and employees are regularly paid.

It is further understood and agreed that second party is a regular employee in the classified administrative service of the City, and is in all respects subject to the Charter provisions, ordinances and the rules and regulations of the Civil Service relating to officers and employees of said City.

It is further understood and agreed that the City has the same right to demote, discharge or suspend second party as it has with regard to any other classified Civil Service employee, and that in the event of any such demotion, discharge or suspension, the second party shall have no rights by virtue of this contract other than such rights as are given to other classified employees by the Charter of said City and/or the rules and regulations of the Civil Service Commission of said City.

It is further understood and agreed that this contract is a month to month contract only, and that the same may be terminated by either party on 'fifteen (15) days' written notice. Termination hereof by The City of San Diego shall not, however, be deemed to affect the Civil Service status of second party. Provided, that in no event shall this contract remain or continue in effect for a longer period than the fiscal year beginning July 1, 1938 and ending June 30, 1939.

IN WITNESS WHEREOF, this contract is executed by the City of San Diego, acting by and through the City Manager of said City, and the said second party has hereunto subscribed his name, the day and year in this Agreement first above written.

THE CITY OF SAN DIEGO
R. W. Flack City Manager
JOHN DAVIDSON Second Party

I hereby approve the form of the foregoing contract, this 12th day of December, 1938.
D.L. AULT City Attorney
By H.B. Daniel

I HEREBY CERTIFY the above to be a full, true and correct copy of Contract for Services of John Davidson. Being Document No. 311367.

J.M. ASHLEY
City Clerk of the City of San Diego, California

By Helen M. Willig Deputy

C O N T R A C T

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1938, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City Manager of said City, first party, and EDWARD L. HARDY, a resident of The City of San Diego, second party, WITNESSETH:

THAT WHEREAS, by Ordinance No. 1165 (New Series) of the ordinances of The City of San Diego, establishing a schedule of compensation for officers and employees in the Classified Service of The City of San Diego, the compensation for the position of Director of the San Diego Museum existing in the classified administrative service of the City is declared to be open and contractual; and

WHEREAS, the duties generally of said position are as follows, to-wit:

Administration and direction of the Museum in its functions of research, exhibition, education and custodianship, including direction and supervision of the work of the staff of the Museum and of employees, and the direction and management of expenditures in accordance with the By-laws of the San Diego Museum Association and the rules and regulations of the City of San Diego.

NOW, THEREFORE, in consideration of the premises and of the matters and things hereinafter recited, the parties hereto agree together as follows:
That beginning July 1, 1938 and ending June 30, 1939, second party will faithfully perform the services and duties of the Director of the San Diego Museum, as the same are hereinabove described, at the rate of One Dollar per year, payable annually.
In consideration of the faithful performance of such services, the City agrees to pay therefor the said rate of compensation, to-wit; One Dollar (\$1.00) per year, payable annually.

It is further understood and agreed that second party is a regular employee in the classified administrative service of the City, and is in all respects subject to the charter provisions, ordinances and the rules and regulations of the Civil Service relating to officers and employees of said City.

It is further understood and agreed that the City has the same right to demote, discharge or suspend second party as it has with regard to any other classified Civil Service employee, and that in the event of any such demotion, discharge or suspension, the second party shall have no rights by virtue of this contract other than such rights as are given to other classified employees by the Charter of said City and/or the rules and regulations of the Civil Service Commission of said City.

It is further understood and agreed that this contract is a month to month contract only, and that the same may be terminated by either party on fifteen (15) days' written notice. Termination hereof by The City of San Diego shall not, however, be deemed to affect the Civil Service status of second party. Provided, that in no event shall this contract remain or continue in effect for a longer period than the fiscal year beginning July 1, 1938 and ending June 30, 1939.

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through the City Manager of said City, and the said second party has hereunto subscribed his name the day and year in this Agreement first above written.
THE CITY OF SAN DIEGO
R.W.Flack City Manager
EDWARD L. HARDY Second Party

I hereby approve the form of the foregoing contract, this 12th day of Dec., 1938.
D.L.AULT, City Attorney
By H.B.Daniel Assistant City Attorney

I HEREBY CERTIFY the above to be a full, true and correct copy of Contract for Services of Edward L. Hardy as Director of S.D.Museum. Being Document No. 311481.
J.M.ASHLEY
City Clerk of the City of San Diego, California
By Helen M. Willis Deputy

UNDERTAKING FOR STREET LIGHTING. Total amount of premium La Jolla Lighting District No.1 charged, \$5.54

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of FIVE HUNDRED FIFTY-FOUR DOLLARS (\$554.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 21st day of December, 1938.
WHEREAS, the above bounden San Diego Consolidated Gas & Electric Company has entered into contract with said The City of San Diego, under and pursuant to the provisions of the "Lighting District Ordinance of 1938" to do all work upon LA JOLLA BOULEVARD, between the westerly production of the southerly line of Center Street and the southeasterly line of Prospect Street; PROSPECT STREET, between La Jolla Boulevard and Cave Street; PROSPECT PLACE, between Cave Street and Blue Bird Lane; GIRARD AVENUE, between Silverado Street and Prospect Street; HERSCHEL AVENUE, between Silverado Street and Prospect Street; and WALL STREET, between Girard Avenue and Ivanhoe Avenue, in the City of San Diego, California, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

(SEAL) ATTEST
C.C.MAY Assistant Secretary

By A. E. Holloway Vice Pres Principal.
THE AETNA CASUALTY AND SURETY COMPANY
By Paul Wolcott Resident Vice-President Surety.

(SEAL) ATTEST
E.L.TOLSON Resident Assistant Secretary

I hereby approve the form of the foregoing Undertaking this 4th day of January, 1939.
OK JAT
D.L.AULT City Attorney.
By J.H.McKinney, Deputy City Attorney.

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 68620 passed and adopted on the 13th day of December, 1938, require and fix the sum of \$554.00 as the penal sum of the foregoing Undertaking.
J.M.ASHLEY
City Clerk of The City of San Diego.
By Fred W. Sick Deputy.

(SEAL)
STATE OF CALIFORNIA,)
County of San Diego.) SS.

On this 21st day of December, in the year nineteen hundred thirty-eight, before

me, Frances S. Bowers, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Paul Wolcott, known to me to be the Resident Vice-President and E.L. Tolson, known to me to be the Resident Assistant Secretary of The Aetna Casualty and Surety Company, the corporation which executed the within and annexed instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL) FRANCES S. BOWERS
Notary Public in and for said San Diego County,
State of California.

CONTRACT FOR STREET LIGHTING.
La Jolla Lighting District No. 1

THIS AGREEMENT, made and entered into this 10th day of January, 1939, by and between SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Council of The City of San Diego, has been awarded the contract for the work hereinafter mentioned,

NOW, THEREFORE, the respective parties hereto do promise and agree as follows, to-wit:

Said first party, for the consideration hereinafter mentioned, promises and agrees with the said second party, that it will do and perform, or cause to be done and performed, in a good and workmanlike manner, under the supervision of the City Engineer of said City, all of the following work, to-wit: The furnishing of electric current for the lighting of the ornamental street lights located on the following streets, in the City of San Diego, California, to-wit:

LA JOLLA BOULEVARD, between the westerly production of the southerly line of Genter Street and the southeasterly line of Prospect Street;

PROSPECT STREET, between La Jolla Boulevard and Cave Street;

PROSPECT PLACE, between Cave Street and Blue Bird Lane;

GIRARD AVENUE, between Silverado Street and Prospect Street;

HERSCHEL AVENUE, between Silverado Street and Prospect Street; and

WALL STREET, between Girard Avenue and Ivanhoe Avenue.

Such furnishing of electric current shall be for the period of one year from and including January 1, 1939, to-wit, to and including December 31, 1939.

All of said work shall be done strictly in accordance with the plans and specifications contained in the report of the City Engineer of said City, being document entitled: "Engineer's Report and Assessment for La Jolla Lighting District No. 1", filed October 3, 1938 in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer it will pay to said first party the sum of Two Thousand Two Hundred Fifteen and 20/100 Dollars (\$2,215.20) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "La Jolla Lighting District No. 1 Fund."

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of Two Thousand Two Hundred Fifteen and 20/100 Dollars (\$2,215.20) shall be paid out of any other fund than said special fund designated as "La Jolla Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of the provisions of the "Lighting District Ordinance of 1938" and that in pursuance of the provisions of said ordinance an assessment has been levied for said sum of Two Thousand Two Hundred Fifteen and 20/100 Dollars (\$2,215.20).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said "Lighting District Ordinance of 1938" will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached by its proper officers thereunto duly authorized, and the said second party has caused these presents to be executed by a majority of the members of the Council of said City of San Diego, and attested by the City Clerk of said City, the day and year first hereinabove written.

(SEAL) ATTEST
C.C.MAY Assistant Secretary

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
By A.E. Holloway Vice Pres.

THE CITY OF SAN DIEGO.

By P.J. BENBOUGH.

W.C. CRANDALL

RAYMOND D. WANSLEY

ADDISON E. HOUSH

HERBERT E. FISH

BRUCE R. STANNARD

JOHN S. SIEBERT

Members of the Council.

(SEAL) ATTEST
J.M. ASHLEY City Clerk
By Fred W. Sick Deputy

I hereby approve the form of the foregoing Contract, this 4th day of January, 1939.
OK JAT

D.L. AULT City Attorney.
By J.H. McKinney Deputy City Attorney.

I HEREBY CERTIFY the above to be a full, true and correct copy of Contract for La Jolla Lighting District No. 1. Being Document No. 311558.

J.M. ASHLEY
City Clerk of the City of San Diego, California
By Helen M. Willey Deputy

I HEREBY CERTIFY the above to be a full, true and correct copy of Curb Cutting Agreement from Frank De Lemos to City of San Diego. Being Document No. 311561.

J.M.ASHLEY

City Clerk of the City of San Diego, California

By Helen M. Willey Deputy

NOTICE OF COMPLETION AND ACCEPTANCE OF THE WORK PERFORMED AND MATERIALS FURNISHED BY O.B.McCLINTOCK COMPANY, A CORPORATION, UNDER ITS CONTRACT FOR FURNISHING AND INSTALLING THE BURGLAR ALARM SYSTEMS IN THE SAN DIEGO CITY AND COUNTY ADMINISTRATION BUILDING ON THE CIVIC CENTER SITE, IN THE CITY OF SAN DIEGO, WHICH SAID CONTRACT IS DATED AUGUST 16, 1938, AND IS ON FILE IN THE OFFICE OF THE CITY CLERK OF THE CITY OF SAN DIEGO AS DOCUMENT NO. 309645, AND IS ALSO ON FILE IN THE OFFICE OF THE COUNTY CLERK OF THE COUNTY OF SAN DIEGO.

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN by The City of San Diego and the County of San Diego, joint owners of the joint City and County Administration Building on the Civic Center Site, in The City of San Diego, that the work performed by O.B.McClintock Company, a corporation, under its contract for the furnishing and installing complete of the burglar alarm systems in the said joint City and County Administration Building was completed to the satisfaction of the Associated Architects and Chief Inspector in charge of the supervision of said work on December 30, 1938.

YOU ARE FURTHER NOTIFIED, that the Board of Supervisors of the County of San Diego on January 4th, , 1939, by resolution duly and regularly passed and adopted officially accepted the said work performed by said O.B.McClintock Company; and that on January 3, 1939, the City Council of The City of San Diego by resolution duly and regularly passed and adopted likewise officially accepted said work performed by said O.B.McClintock Company. Certified copies of the resolution of the Board of Supervisors and of the City Council accepting said work are attached hereto and made a part of this notice the same as though fully set out herein.

Dated at San Diego, California, this 5th day of January, 1939.

THE CITY OF SAN DIEGO

By J.M.Ashley City Clerk. (SEAL)

COUNTY OF SAN DIEGO

By J.B.McLees County Clerk. (SEAL)

In the Matter of Accepting the Work Performed)
by O.B.McClintock Company, a corporation,)
Under Its Contract For Furnishing and Install-)
ing the Burglar Alarm Systems in the San Diego)
City and County Administration Building, Civic)
Center, San Diego, California.....)

ON MOTION of Supervisor Faddis, seconded by Supervisor Warner, the following resolution is hereby adopted by the Board of Supervisors of the County of San Diego, State of California:

WHEREAS, it appears by a communication from the Associated Architects and H.E. Moore, Chief Inspector for the City and County, dated December 30, 1938, on file with the City Clerk, and filed with the Board of Supervisors on January 3d, 1939, that the work to be performed by O.B.McClintock Company, a corporation, under its contract for furnishing and installing the burglar alarm systems in the San Diego City and County Administration Building, Civic Center, San Diego, California, which said contract is dated August 16, 1938, and is on file in the office of the City Clerk of said City as Document No. 309645, and is also on file in the office of the Board of Supervisors, has been performed and completed in accordance with the plans, drawings and specifications therefor to the satisfaction of the Associated Architects and said Chief Inspector in charge of and having supervision over the performance of said work, save and except that portion of the burglar alarm equipment which is to be attached to the counters and fixtures in the County Treasurer's office, the installation of which cannot be made until said fixtures and counters are installed and in place, which will be at some date in the near future; and WHEREAS, the cost of said work will not exceed the sum of One Hundred Dollars (\$100.00), and the O.B.McClintock Company has in writing agreed to perform the same whenever required and permitted to do so; and

WHEREAS, said Associated Architects have recommended that said contract work be accepted, subject to said agreement, and that the sum of One Hundred Dollars (\$100.00) be withheld from the final payment due to the contractor until such time as said unfinished portion of the work in the County Treasurer's Office shall be performed; NOW, THEREFORE,

BE IT RESOLVED by the Board of Supervisors of the County of San Diego, as follows:

That the materials furnished and work performed in furnishing and installing the burglar alarm systems in the San Diego City and County Administration Building, Civic Center, San Diego, California, by O.B.McClintock Company, the contractor under said contract, be, and the same are hereby accepted by the County of San Diego, subject, however, to the performance by said contractor of the installation of that portion of the Burglar alarm equipment which is to be attached to the counters and fixtures in the County Treasurer's Office, whenever said contractor is required and permitted to do so, and that the sum of One Hundred Dollars (\$100.00) be withheld from the final payment due to the contractor until said work is satisfactorily performed.

BE IT FURTHER RESOLVED, that any and all moneys withheld from said contractor under the provisions of said contract shall be payable at the time, in the manner, upon the conditions and subject to the provisions, all as set forth in paragraph LXIII, page A-21, of the General Conditions of said contract specifications, save and except the sum of one hundred dollars (\$100.00) hereinabove provided to be withheld.

BE IT FURTHER RESOLVED, that the County Clerk be, and he is hereby instructed immediately upon the adoption by the City Council of the City of San Diego of a resolution of acceptance similar to this resolution, to execute and file jointly with the City Clerk for record, or cause to be filed for record, on behalf of the County of San Diego and the City of San Diego, with the County Recorder of said County a notice of the completion and acceptance of said contract work by said City and said County.

BE IT FURTHER RESOLVED that this resolution shall be null and void, and of no force and effect, unless and until the City Council of the City of San Diego shall have passed and adopted a resolution identical in substance and effect.

PASSED AND ADOPTED by the Board of Supervisors of the County of San Diego, State

of California, this 4th day of January, 1939, by the following vote, to wit:
AYES: Supervisors Bellon, Richards, Faddis and Warner,
NOES: Supervisors None
ABSENT: Supervisor Hurley

STATE OF CALIFORNIA)
) SS.
COUNTY OF SAN DIEGO)

I, J.B.MCLEES, do hereby certify that I am the County Clerk of the County of San Diego, State of California, and ex-officio Clerk of the Board of Supervisors of said County; that the foregoing resolution was passed and adopted by the Board of Supervisors at an adjourned regular meeting thereof, at the time and by the vote above stated.

(SEAL) J.B.MCLEES,
County Clerk and ex officio Clerk of the
Board of Supervisors
By C. Buckley Deputy

RESOLUTION NO. 68713

WHEREAS, it appears by a communication from the Associated Architects and H.E. Moore, chief Inspector for the City and County, dated December 30, 1938, on file with the City Clerk, and filed with the Board of Supervisors on January 3rd, 1939, that the work to be performed by O.B.McClintock Company, a corporation, under its contract for furnishing and installing the burglar alarm systems in the San Diego City and County Administration Building, Civic Center, San Diego, California, which said contract is dated August 16, 1938, and is on file in the office of the City Clerk of said City as Document No. 309645, and is also on file in the office of the Board of Supervisors, has been performed and completed in accordance with the plans, drawings and specifications therefor to the satisfaction of the Associated Architects and said Chief Inspector in charge of and having supervision over the performance of said work, save and except that portion of the burglar alarm equipment which is to be attached to the counters and fixtures in the County Treasurer's office, the installation of which cannot be made until said fixtures and counters are installed and in place, which will be at some date in the near future; and

WHEREAS, the cost of said work will not exceed the sum of one hundred dollars (\$100.00), and the O.B.McClintock Company has in writing agreed to perform the same whenever required and permitted to do so; and

WHEREAS, said Associated Architects have recommended that said contract work be accepted, subject to said agreement, and that the sum of one hundred dollars (\$100.00) be withheld from the final payment due to the contractor until such time as said unfinished portion of the work in the County Treasurer's Office shall be performed; NOW, THEREFORE,

BE IT RESOLVED By the Council of The City of San Diego, as follows:

That the materials furnished and work performed in furnishing and installing the burglar alarm systems in the San Diego City and County Administration Building, Civic Center, San Diego, California, by O.B.McClintock Company, the contractor under said contract, be, and the same are hereby accepted by The City of San Diego, subject, however, to the performance by said contractor of the installation of that portion of the Burglar alarm equipment which is to be attached to the counters and fixtures in the County Treasurer's Office, whenever said contractor is required and permitted so to do, and that the sum of one hundred dollars (\$100.00) be withheld from the final payment due to the contractor until said work is satisfactorily performed.

BE IT FURTHER RESOLVED, that any and all moneys withheld from said contractor under the provisions of said contract shall be payable at the time, in the manner, upon the conditions and subject to the provisions, all as set forth in paragraph LXIII, page A-21, of the General Conditions of said contract specifications, save and except the sum of one hundred dollars (\$100.00), hereinabove provided to be withheld.

BE IT FURTHER RESOLVED, that the City Clerk be, and he is hereby instructed immediately upon the adoption by the Board of Supervisors of the County of San Diego of a resolution of acceptance similar to this resolution, to execute and file jointly with the County Clerk for record, or cause to be filed for record, on behalf of The City of San Diego and the County of San Diego, with the County Recorder of said County a notice of the completion and acceptance of said contract work by said City and said County.

BE IT FURTHER RESOLVED that this resolution shall be null and void, and of no force and effect, unless and until the Board of Supervisors of the County of San Diego shall have passed and adopted a resolution identical in substance and effect.

Passed and adopted by the said Council of the said City of San Diego, California, this 3rd day of January, 1939, by the following vote, to-wit:

YEAS-- Councilmen: Wansley, House, Fish, Stannard, Siebert and Mayor Benbough
NAYS-- Councilmen: None.
ABSENT-- Councilman: Crandall

(SEAL) ATTEST:

P.J.BENBOUGH
Mayor of the City of San Diego, California
J.M.ASHLEY
City Clerk of the City of San Diego, California
By Clark M. Foote Jr. Deputy

I HEREBY CERTIFY that the above and foregoing resolution was passed by the Council of the said City of San Diego, at the time and by the vote, above stated.

(SEAL) J.M.ASHLEY
City Clerk of the City of San Diego, California
By Clark M. Foote Jr Deputy

I HEREBY CERTIFY the above to be a full, true and correct copy of Resolution No. 68713 of the Council of the City of San Diego, California, as adopted by said Council Jan-3 1939

(SEAL) J.M.ASHLEY City Clerk
By Clark M. Foote Jr Deputy

RECORDED JAN 5 1939 55 min. past 1 P.M. in Book 859 at Page 224 of Official Records, San Diego Co., Cal. Recorded at request of City Clerk.

ROGER N. HOWE, County Recorder
By Deputy D. Cole

I certify that I have correctly transcribed this document in above mentioned book.
V. FUERTH
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY the above to be a full, true and correct copy of Notice of

Completion under Contract of O.B.McClintock Co. on Civic Center Administration Building.
Being Document No. 311567.

J.M.ASHLEY
City Clerk of the City of San Diego, California

By Helen M. Wilkey Deputy

NOTICE OF COMPLETION AND ACCEPTANCE OF THE WORK PERFORMED AND MATERIALS FURNISHED BY FIELDING ELECTRIC, UNDER ITS CONTRACT FOR FURNISHING AND INSTALLING COMPLETE THE ELECTRICAL FIXTURES IN THE SAN DIEGO CITY AND COUNTY ADMINISTRATION BUILDING ON THE CIVIC CENTER SITE, IN THE CITY OF SAN DIEGO, WHICH SAID CONTRACT IS DATED AUGUST 16, 1938, AND IS ON FILE IN THE OFFICE OF THE CITY CLERK OF THE CITY OF SAN DIEGO AS DOCUMENT NO. 309646, AND IS ALSO ON FILE IN THE OFFICE OF THE COUNTY CLERK OF THE COUNTY OF SAN DIEGO

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN by The City of San Diego and the County of San Diego, joint owners of the joint City and County Administration Building on the Civic Center Site, in The City of San Diego, that the work performed by Fielding Electric, under its contract for the furnishing and installing complete of the electrical fixtures in the said joint City and County Administration Building was completed to the satisfaction of the Associated Architects and Chief Inspector in charge of the supervision of said work on December 30th, 1938.

YOU ARE FURTHER NOTIFIED, that the Board of Supervisors of the County of San Diego on January 4th, 1939, by resolution duly and regularly passed and adopted officially accepted the said work performed by said Fielding Electric; and that on January 3, 1939, the City Council of The City of San Diego by resolution duly and regularly passed and adopted likewise officially accepted said work performed by said Fielding Electric. Certified copies of the resolution of the Board of Supervisors and of the City Council accepting said work are attached hereto and made a part of this notice the same as though fully set out herein.

Dated at San Diego, California, this 5th day of January, 1939.

THE CITY OF SAN DIEGO
By J.M.Ashley City Clerk (SEAL)

COUNTY OF SAN DIEGO
By J.B.McLees County Clerk (SEAL)

In the Matter of Accepting the Work Performed)
by Fielding Electric Under Its Contract For)
Furnishing and Installing Complete the)
Electrical Fixtures in the San Diego City and)
County Administration Building, Civic Center,)
San Diego, California.....)

ON MOTION of Supervisor Bellon, seconded by Supervisor Faddis, the following resolution is hereby adopted by the Board of Supervisors of the County of San Diego, State of California:

WHEREAS, it appears by a communication from Associated Architects and H.E.Moore, Chief Inspector for the City and County, dated December 30th, 1938, on file with the City Clerk, and filed with the Board of Supervisors on January 3d, 1939, that the work to be performed by Fielding Electric, under its contract for furnishing and installing complete the electrical fixtures in the City and County Administration Building, Civic Center, San Diego, California, which said contract is dated August 16, 1938, and is on file in the office of the City Clerk of said City as Document No. 309646, and is also on file in the office of the Board of Supervisors, has been performed and completed in accordance with the plans, drawings and specifications therefor to the satisfaction of the Associated Architects and said Chief Inspector in charge of and having supervision over the performance of said work, and the acceptance thereof by the City and County is recommended by them; NOW THEREFORE,

BE IT RESOLVED by the Board of Supervisors of the County of San Diego, as follows:

That the materials furnished and work performed in furnishing and installing complete the electrical fixtures in the San Diego City and County Administration Building, Civic Center, San Diego, California, by Fielding Electric, the contractor under said contract, be, and the same are hereby accepted by the County of San Diego.

BE IT FURTHER RESOLVED, that any and all moneys withheld from said contractor under the provisions of said contract shall be payable at the time, in the manner, upon the conditions, and subject to the provisions, all as set forth in Paragraph LXIII, Page A-21, of the General Conditions of said Contract Specifications.

BE IT FURTHER RESOLVED, that the County Clerk be, and he is hereby instructed, immediately upon the adoption by the City Council of the City of San Diego of a resolution of acceptance similar to this resolution, to execute and file jointly with the City Clerk for record, or cause to be filed for record, on behalf of the County of San Diego and the City of San Diego, with the County Recorder of said County a notice of the completion and acceptance of said contract work by said County and said City.

BE IT FURTHER RESOLVED that this resolution shall be null and void and of no force and effect, unless and until the City Council of the City of San Diego shall have passed and adopted a resolution identical in substance and effect.

PASSED AND ADOPTED by the Board of Supervisors of the County of San Diego, State of California, this 4th day of January, 1939, by the following vote, to wit:

AYES: Supervisors Bellon, Richards, Faddis and Warner

NOES: Supervisors None

ABSENT: Supervisor Hurley

STATE OF CALIFORNIA,)
County of San Diego,) SS.

I, J.B.McLEES, do hereby certify that I am the County Clerk of the County of San Diego, State of California, and ex officio Clerk of the Board of Supervisors of said County; that the foregoing resolution was passed and adopted by the Board of Supervisors at an adjourned regular meeting thereof, at the time and by the vote above stated.

(SEAL) J.B.McLEES, County Clerk and ex
officio Clerk of the Board of Supervisors
By C. Buckley Deputy

RESOLUTION NO. 68712

WHEREAS, it appears by a communication from Associated Architects and H.E. Moore, Chief Inspector for the City and County, dated December 30th, 1938, on file with the City Clerk, and filed with the Board of Supervisors on January 3rd, 1939, that the work to be performed by Fielding Electric, under its contract for furnishing and installing complete the electrical fixtures in the City and County Administration Building, Civic Center, San Diego, California, which said contract is dated August 16, 1938, and is on file in the office of the City Clerk of said City as Document No. 309646, and is also on file in the office of the Board of Supervisors, has been performed and completed in accordance with the plans, drawings and specifications therefor to the satisfaction of the Associated Architects and said Chief Inspector in charge of and having supervision over the performance of said work, and the acceptance thereof by the City and County is recommended by them; NOW, THEREFORE,

BE IT RESOLVED By the Council of The City of San Diego, as follows:

That the materials furnished and work performed in furnishing and installing complete the electrical fixtures in the San Diego City and County Administration Building, Civic Center, San Diego, California, by Fielding Electric, the contractor under said contract, be, and the same are hereby accepted by The City of San Diego.

BE IT FURTHER RESOLVED, that any and all moneys withheld from said contractor under the provisions of said contract shall be payable at the time, in the manner, upon the conditions, and subject to the provisions, all as set forth in Paragraph LXIII, Page A-21, of the General Conditions of said Contract Specifications.

BE IT FURTHER RESOLVED, that the City Clerk be, and he is hereby instructed, immediately upon the adoption by the Board of Supervisors of the County of San Diego of a resolution of acceptance similar to this resolution, to execute and file jointly with the County Clerk for record, or cause to be filed for record, on behalf of The City of San Diego and the County of San Diego, with the County Recorder of said County a notice of the completion and acceptance of said contract work by said City and said County.

BE IT FURTHER RESOLVED that this resolution shall be null and void, and of no force and effect, unless and until the Board of Supervisors of the County of San Diego shall have passed and adopted a resolution identical in substance and effect.

Passed and adopted by the said Council of the said City of San Diego, California, this 3rd day of January, 1939, by the following vote, to-wit:

YEAS-- Councilmen: Wansley, Housh, Fish, Stannard, Siebert and Mayor Benbough.

NAYS-- Councilmen: None.

ABSENT-Councilman: Crandall.

(SEAL) ATTEST:

P.J. BENBOUGH

Mayor of the City of San Diego, California

J.M. ASHLEY

City Clerk of the City of San Diego, California

By Clark M. Foote Jr Deputy

I HEREBY CERTIFY that the above and foregoing resolution was passed by the Council of the said City of San Diego, at the time and by the vote, above stated.

J.M. ASHLEY

City Clerk of the City of San Diego, California

(SEAL)

By Clark M. Foote Jr Deputy

I HEREBY CERTIFY the above to be a full, true and correct copy of Resolution No. 68712 of the Council of the City of San Diego, California, as adopted by said Council JAN-3 1939

J.M. ASHLEY

City Clerk

By Clark M. Foote Jr.

Deputy

(SEAL)

RECORDED JAN 5 1939 55 min. past 1 P.M. in Book 856 at Page 393 of Official Records, San Diego Co., Cal. Recorded At Request of City Clerk.

ROGER N. HOWE, County Recorder

By Deputy D. Cole

I certify that I have correctly transcribed this document in above mentioned book.

RUTH HUBBARD

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY the above to be a full, true and correct copy of Notice of Completion under Contract of Fielding Electric on Civic Center Administration Building. Being Document No. 311568.

J.M. ASHLEY

City Clerk of the City of San Diego, California

By Helen M. Willy Deputy

PIPE LINE LICENSE

THIS INSTRUMENT, made this 7th day of December, 1938, between THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, a Kansas corporation (hereinafter called the "Licensor"), party of the first part, and CITY OF SAN DIEGO, a municipal corporation of the State of California, (hereinafter, whether one or more, called the "Licensee"), party of the second part.

IN CONSIDERATION of the sum of Ten and no/100 Dollars, (\$10.00) in hand paid, by the Licensee to the Licensor, where the pipe line, or lines, merely crosses the right of way, and/or IN CONSIDERATION of the sum of - - - Dollars, (\$- - -), payable by the Licensee to the Licensor annually in advance in the event that the pipe line, or lines, is laid longitudinally on the right of way of the Licensor and is not merely a crossing of the right of way, and the faithful performance by the Licensee of the covenants herein contained, the Licensor licenses the Licensee to construct and maintain one (1) pipe line, four (4) inches in diameter (hereinafter, whether one or more pipe lines, called the "PIPE LINE"), to be used for carrying water, pressure 150 pounds, across or along the right of way of the Licensor at or near the station of Morena, San Diego County, California, the exact location of said pipe line or lines being more particularly shown by red coloring upon the print hereto attached, No. L-3-13349, dated Dec. 5th, 1938, marked "Exhibit A" and made a part hereof.

IN CONSIDERATION of the foregoing license, the Licensee agrees, at its own cost and subject to the supervision and control of the Licensor's chief engineer, to locate, construct and maintain the Pipe Line in such a manner and of such material that it will not at any time be a source of danger to or interference with the tracks, roadbed and property of the Licensor, or the safe operation of its railroad. If at any time the

Licensee shall, in the judgment of the Licensors, fail to properly perform its obligations under this section, the Licensors may, at its option, itself perform such work as it deems necessary for the safe operation of its railroad, and in such event the Licensee agrees to pay, within fifteen (15) days after bill shall have been rendered therefor, the cost so incurred by the Licensors, but failure on the part of the Licensors to perform the obligations of the Licensee, shall not release the Licensee from liability hereunder for loss or damage occasioned thereby.

The Licensee further agrees to reimburse the Licensors for any expense incurred by the Licensors for false work to support the Licensors' tracks and for flagman to protect its traffic during installation of said pipe line and for any and all other expense incurred by the Licensors on account of said pipe line.

The Licensee further agrees at all times to indemnify and save harmless the Licensors against all claims, demands, actions or causes of action arising or growing out of any loss of or damage to property or injury to or death of persons which may be due in any manner to the construction, use, maintenance, state of repair or presence of the pipe line, and to pay to the Licensors the full amount of any loss or damage which the Licensors may sustain, incur or become liable for on account thereof.

THIS LICENSE is given by the Licensors and accepted by the Licensee upon the express condition that the same may be terminated at any time by either party upon ten (10) days' notice in writing to be served upon the other party, stating therein the date that such termination shall take place, and that upon the termination of this license in this or any other manner herein provided, the Licensee, upon demand of the Licensors, shall abandon the use of the pipe line and remove the same and restore the right of way and tracks of the Licensors to the same condition in which they were prior to the placing of the said pipe line thereunder. In case the Licensee shall fail to restore the Licensors' premises as aforesaid within ten (10) days after the effective date of termination, the Licensors may proceed with such work at the expense of the Licensee. No termination hereof shall release the Licensee from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date the pipe line is removed and the right of way and track of the Licensors restored as above provided.

Any notice, request, instructions or revocation of this license to be given by the Licensors to the Licensee hereunder shall be deemed to be properly served if the same be delivered to the Licensee, or if deposited in the post-office, postpaid, addressed to the Licensee at San Diego, California.

In the event that two or more parties execute this instrument as Licensee, all the covenants and agreements of the Licensee in this license shall be the joint and several covenants and agreements of such parties.

All the covenants and provisions of this instrument shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the parties to the same extent and effect as the same are binding upon and inure to the benefit of the parties hereto, but no assignment hereof by the Licensee, its successors, legal representatives or assigns, or any subsequent assignee, shall be binding upon the Licensors without the written consent of the Licensors in each instance.

IN WITNESS WHEREOF, The parties have executed this agreement in duplicate the day and year first above written.

Approved as to Description:

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY,
By O N Stedman Its Assistant to General Manager.

Chief Engineer.

CITY OF SAN DIEGO,
By: R.W. Flack Its _____

By: _____ Its _____
(Licensee)

I HEREBY CERTIFY the above to be a full, true and correct copy of Pipe Line License The Atchison, Topeka and Santa Fe Railway Company to City of San Diego, with the exception of Exhibit "A". Being Document No. 311585.

J.M. ASHLEY

City Clerk of the City of San Diego, California

By Helen M. Willey Deputy

A G R E E M E N T

WHEREAS, Grace Helen White are, is the owner of Property Located at 2825 Moreno Blvd. Lot 223+224 Block 27 Subdivision Bay Park Village. San Diego Cal and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 27th day of December, 1938, by Grace Helen White that she will, for and in consideration of the permission, granted her to remove 72 feet of curbing on Moreno Blvd street adjacent to the above described property, bind herself to, and she hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs her so to do, and comply therewith at her own expense and with no cost or obligation on the part of The City of San Diego.

She further agree that this agreement shall be binding on herself, and her heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

GRACE HELEN WHITE Owner's Name
3710 University Ave Address

STATE OF CALIFORNIA,)
) SS
County of San Diego)

On this 27 day of December, A.D. Nineteen Hundred and thirty eight; before me, Edward F. Clarke a Notary Public in and for said County residing therein, duly commissioned and sworn, personally appeared Grace Helen White of 3710 University Ave, San Diego Calif known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

EDWARD F. CLARKE

(SEAL) My Commission Expires
Aug. 27, 1940.

Notary Public in and for the County of San Diego,
State of California.

RECORDED JAN 13 1939 48 min. past 10 A.M. in Book 866 at Page 90 of Official Records, San Diego Co., Cal. Recorded at request of City Clerk.

ROGER N. HOWE, County Recorder
By Deputy H. Zervas

I certify that I have correctly transcribed this document in above mentioned book.
I.W.M.Sample
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY the above to be a full, true and correct copy of Curb Cutting Agreement from Grace Helen White to City of San Diego. Being Document No. 311601.

UNDERTAKING FOR STREET LIGHTING. Total amount of premium charged \$5.00

Seventh Avenue Lighting District No. 1

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of TWELVE DOLLARS (\$12.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 10th day of January, 1939.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into contract with said The City of San Diego, under and pursuant to the provisions of the "Lighting District Ordinance of 1938" to do all work upon SEVENTH AVENUE, between the north line of Upas Street and a line parallel to and distant 680 feet north of the north line of Upas Street, in the City of San Diego, California, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

(SEAL) ATTEST:
C.C.MAY Assistant Secretary

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
By A.E.Holloway Vice Pres Principal.
THE AETNA CASUALTY AND SURETY COMPANY
By Paul Wolcott Resident Vice-President Surety.

(SEAL) ATTEST:
E.L.TOLSON Resident Assistant Secretary

I hereby approve the form of the foregoing Undertaking this 13th day of January, 1939.
D.E.AULT City Attorney.
By J.H.McKinney Deputy City Attorney.

OK JAT

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 68647 passed and adopted on the 20th day of December, 1938, require and fix the sum of \$12.00 as the penal sum of the foregoing Undertaking.

(SEAL)

J.M.ASHLEY
City Clerk of The City of San Diego.
By Fred W.Sick Deputy.

STATE OF CALIFORNIA,)
County of San Diego.) SS.

On this 10th day of January, in the year nineteen hundred thirty-nine before me, Frances S. Bowers, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Paul Wolcott, known to me to be the Resident Vice-President and E.L.Tolson, known to me to be the Resident Assistant Secretary of The Aetna Casualty and Surety Company, the corporation which executed the within and annexed instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

FRANCES S. BOWERS
Notary Public in and for said San Diego County,
State of California.

CONTRACT FOR STREET LIGHTING.

Seventh Avenue Lighting District No.1

THIS AGREEMENT, made and entered into this 17th day of January, 1939, by and between SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Council of The City of San Diego, has been awarded the contract for the work hereinafter mentioned,

NOW, THEREFORE, the respective parties hereto do promise and agree as follows, to-wit:

Said first party, for the consideration hereinafter mentioned, promises and agrees with the said second party, that it will do and perform, or cause to be done and performed, in a good and workmanlike manner, under the supervision of the City Engineer of said City, all of the following work, to-wit: The furnishing of electric current for the lighting of the ornamental street lights located on SEVENTH AVENUE, between the north line of Upas Street and a line parallel to and distant 680 feet north of the north line of Upas Street, in the City of San Diego, California.

Such furnishing of electric current shall be for a period of one year from and including January 1, 1939, to-wit, to and including December 31, 1939.

All of said work shall be done strictly in accordance with the plans and specifications contained in the report of the City Engineer of said City, being document entitled: "Engineer's Report and Assessment for Seventh Avenue Lighting District No. 1", filed October 10, 1938 in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted

by said City Engineer, it will pay to said first party the sum of Forty-five Dollars (\$45.00) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Seventh Avenue Lighting District No. 1 Fund."

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of Forty-five Dollars (\$45.00) shall be paid out of any other fund than said special fund designated as "Seventh Avenue Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of the provisions of the "Lighting District Ordinance of 1938" and that in pursuance of the provisions of said ordinance an assessment has been levied for said sum of Forty-five Dollars (\$45.00).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said "Lighting District Ordinance of 1938" will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached by its proper officers thereunto duly authorized, and the said second party has caused these presents to be executed by a majority of the members of the Council of said City of San Diego, and attested by the City Clerk of said City, the day and year first hereinabove written.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY

(SEAL) ATTEST:
C.C.MAY Assistant Secretary

By A.E.Holloway Vice Pres.

THE CITY OF SAN DIEGO.

By P.J.BENBOUGH.

W.C.GRANDALL

ADDISON E.HOUSH

HERBERT E.FISH

BRUCE R.STANNARD

JOHN S.SIEBERT.

Members of the Council

(SEAL) ATTEST:
J.M.ASHLEY City Clerk.
By Fred W. Sick Deputy

I hereby approve the form of the foregoing Contract, this 13th day of January, 1939.

OK JAT

D.L.AULT City Attorney.

By J.H.McKinney. Deputy City Attorney.

I HEREBY CERTIFY the above to be a full, true and correct copy of Contract Covering 7th Avenue Lighting District No. 1. Being Document No. 311668.

J.M.ASHLEY

City Clerk of the City of San Diego, California

By Helen M. Wilby Deputy

UNDERTAKING FOR STREET LIGHTING. Total amount of premium
Eighth Avenue Lighting District No. 1 charged, \$5.00

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of THIRTEEN DOLLARS (\$13.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 10th day of January, 1939.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into contract with said The City of San Diego, under and pursuant to the provisions of the "Lighting District Ordinance of 1938" to do all work upon EIGHTH AVENUE, between the northerly line of Pennsylvania Avenue produced easterly and a line parallel to and distant 125 feet north of the north line of Brookes Avenue; and on PENNSYLVANIA AVENUE, between the west line of Eighth Avenue and the east line of the Alley in Block 7, Crittenden's Addition, produced south, in the City of San Diego, California, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY

(SEAL) ATTEST:
C.C.MAY Assistant Secretary

By A.E.Holloway Vice Pres Principal.

THE AETNA CASUALTY AND SURETY COMPANY

(SEAL) ATTEST:
E.L.TOLSON Resident Assistant Secretary

By Paul Wolcott Resident Vice-President
Surety.

I hereby approve the form of the foregoing Undertaking this 13th day of January, 1939.

D.L.AULT City Attorney.

By J.H.McKinney. Deputy City Attorney.

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 68646 passed and adopted on the 20th day of December, 1938, require and fix the sum of \$13.00 as the penal sum of the foregoing Undertaking.

(SEAL)

J.M.ASHLEY
City Clerk of The City of San Diego.
By Fred W. Sick Deputy.

STATE OF CALIFORNIA,)
)SS.
County of San Diego.)

On this 10th day of January, in the year nineteen hundred thirty-nine before me, Frances S. Bowers, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Paul Wolcott, known to me to be the Resident Vice-President and E.L.Tolson, known to me to be the Resident Assistant Secretary of The Aetna Casualty and Surety Company, the corporation which executed the within and annexed instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

FRANCES S. BOWERS
Notary Public in and for said San Diego County,
State of California
(SEAL)

CONTRACT FOR STREET LIGHTING.

Eighth Avenue Lighting District No. 1

THIS AGREEMENT, made and entered into this 17th day of January, 1939, by and between SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Council of The City of San Diego, has been awarded the contract for the work hereinafter mentioned,

NOW, THEREFORE, the respective parties hereto do promise and agree as follows, to-wit:

Said first party, for the consideration hereinafter mentioned, promises and agrees with the said second party, that it will do and perform, or cause to be done and performed, in a good and workmanlike manner, under the supervision of the City Engineer of said City, all of the following work, to-wit: The furnishing of electric current for the lighting of the ornamental street lights located on EIGHTH AVENUE, between the northerly line of Pennsylvania Avenue produced easterly and a line parallel to and distant 125 feet north of the north line of Brookes Avenue; and on PENNSYLVANIA AVENUE, between the west line of Eighth Avenue and the east line of the Alley in Block 7, Crittenden's Addition, produced south, in the City of San Diego, California.

Such furnishing of electric current shall be for the period of one year, from and including January 1, 1939, to-wit, to and including December 31, 1939.

All of said work shall be done strictly in accordance with the plans and specifications contained in the report of the City Engineer of said City, being document entitled: "Engineer's Report and Assessment for Eighth Avenue Lighting District No. 1", filed October 10, 1938 in the office of the City Clerk of said City of San Diego.

And said second party hereby agreed that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of Fifty and 40/100 Dollars (\$50.40) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Eighth Avenue Lighting District No. 1 Fund."

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of Fifty and 40/100 Dollars (\$50.40) shall be paid out of any other fund than said special fund designated as "Eighth Avenue Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of the provisions of the "Lighting District Ordinance of 1938" and that in pursuance of the provisions of said ordinance an assessment has been levied for said sum of Fifty and 40/100 Dollars (\$50.40).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said "Lighting District Ordinance of 1938" will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached by its proper officers thereunto duly authorized, and the said second party has caused these presents to be executed by a majority of the members of the Council of said City of San Diego, and attested by the City Clerk of said City, the day and year first hereinabove written.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
By A.E.Holloway Vice Pres
(SEAL) ATTEST:
C.C.MAY Assistant Secretary

THE CITY OF SAN DIEGO.
By P.J.BENBOUGH.
W.C.CRANDALL
ADDITION E.HOUSH
HERBERT E.FISH
BRUCE R. STANNARD
JOHN S. SIEBERT.
Members of the Council.

(SEAL) ATTEST:
J.M.ASHLEY City Clerk.
By Fred W. Sick Deputy

I hereby approve the form of the foregoing Contract, this 13th day of January, 1939.
D.L.AULT City Attorney.
By J.H.McKanne Deputy City Attorney.

I HEREBY CERTIFY the above to be a full, true and correct copy of Contract

covering Eighth Avenue Lighting District No. 1. Being Document No. 311669.

J.M.ASHLEY

City Clerk of the City of San Diego, California

By Helen M. Willig Deputy

A G R E E M E N T

WHEREAS, NORTH PARK BAPTIST CHURCH are, is the owner of _____
Lots 45 to 48 Block 44 Subdivision Hartley's North Park and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 11th day of January, 1939, by North Park Baptist Church that it will, for and in consideration of the permission granted it to remove 10 feet of curbing on Wightman street adjacent to the above described property, binds itself to, and it hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs it so to do, and comply therewith at its own expense and with no cost or obligation on the part of The City of San Diego.

It further agrees that this agreement shall be binding on itself, its heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

NORTH PARK BAPTIST CHURCH

By Dr. Eugene F. Muehleisen Trustee

Owner's Name

3630 Bancroft Street

Address

STATE OF CALIFORNIA,)
County of San Diego) SS

On this 11th day of January, A.D. Nineteen Hundred and Thirty-Nine, before me, E.H. Brooks, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Dr. Eugene F. Muehleisen, as trustee, known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same, as such trustee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)

E.H. BROOKS

Notary Public in and for the County of
San Diego, State of California.

RECORDED JAN 16 1939 4 P.M. in Book 871 at Page 47 of Official Records, San Diego Co., Cal. Recorded at Request of City of San Diego.

ROGER N. HOWE, County Recorder
By Deputy H. Zervas

I certify that I have correctly transcribed this document in above mentioned book.

SULLIVAN #5

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY the above to be a full, true and correct copy of Curb Cutting Agreement North Park Baptist Church to City of San Diego. Being Document No. 311671.

J.M.ASHLEY

City Clerk of the City of San Diego, California

By Helen M. Willig Deputy

A G R E E M E N T

WHEREAS, D. Leslie Hopkins, and Annie M. Hopkins, are the owners of _____
Lot C & 1/2 of B Block 179 Subdivision Hortons Addition City of San Diego, County of San Diego, State of California, and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 16th day of January, 1939, by said owners that they will, for and in consideration of the permission granted them to remove 16 feet of curbing on 14th street adjacent to the above described property, bind themselves to, and they hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, and comply therewith at their own expense and with no cost or obligation on the part of The City of San Diego.

They further agree that this agreement shall be binding on them, their heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

D.LESLIE HOPKINS, ANNIE M. HOPKINS.

Owner's Name

626 - 9th Street, San Diego.

Address

STATE OF CALIFORNIA,)
County of San Diego) SS

On this 16th day of January, A.D. Nineteen Hundred and Thirty-nine, before me, O.E. Mark, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared D. Leslie Hopkins, and Annie M. Hopkins, known to me to be the persons described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)

O. E. MARK
Notary Public in and for the County of
San Diego, State of California.

RECORDED JAN 23 1939 36 min. past 10 A.M. in Book 855 at Page 486 of Official
Records, San Diego Co., Cal. Recorded at request of City of San Diego.
ROGER N. HOWE, County Recorder
By Deputy H. Zervas.

I certify that I have correctly transcribed this document in above mentioned book.
W.J.McCARTHY.
Copyist County Recorder's Office, S.D.County, Calif.

I HEREBY CERTIFY the above to be a full, true and correct copy of Curb Cutting
Agreement from D.Leslie Hopkins, et ux to City of San Diego. Being Document No. 311732.
J.M.ASHLEY
City Clerk of the City of San Diego, California

By Helen M. Willis Deputy

C O N T R A C T

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of January, 1939,
by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City
Manager of said City, first party, and S.B.SMITH, a resident of the City of San Diego,
second party, WITNESSETH:

THAT WHEREAS, by Ordinance No. 1371 (New Series) of the ordinances of The City
of San Diego establishing a schedule of compensation for officers and employees in the
Classified Service of said City, the compensation for the position of District Water Bill
Collector existing in the Classified Administrative Service of the City is declared to be
open and contractual; and

WHEREAS, the duties generally of said position are as follows, to-wit: To act as
a District Water Bill Collector for The City of San Diego, at a certain designated location
within the City, and at such location to receive payments of City water bills from all
persons presenting said bills and offering to pay the same, and to deposit the moneys so
collected with the Treasurer of The City of San Diego in conformity with the provisions of
the City Charter; and to answer inquiries or questions of City water consumers relating to
the matter of water bill payments and collections;

NOW, THEREFORE, in consideration of the premises and of the matters and things
hereinafter recited, the parties hereto agree as follows:

That beginning January 1, 1939, second party will faithfully perform the services
and duties of District Water Bill Collector at 5th Avenue and University Avenue, as the
same are hereinabove described, at the rate of Sixty and no/100 Dollars (\$60.00) per month,
payable in two equal semi-monthly installments.

In consideration of the faithful performance of such services the City agrees to
pay the said rate of compensation, to-wit: Sixty and no/100 Dollars (\$60.00) per month,
payable in two equal semi-monthly installments; that is to say, at the times and in the
manner that other City officers and employees are regularly paid.

It is further understood and agreed that second party is a regular employee in
the Classified Administrative Service of the City and is in all respects subject to the
Charter provisions, ordinances and the rules and regulations of the Civil Service relating
to officers and employees of said City.

It is further understood and agreed that the City has the same right to demote,
discharge or suspend second party as it has in regard to any other classified Civil
Service employee, and that in the event of any such demotion, discharge or suspension, the
second party shall have no rights by virtue of this contract other than such rights as are
given to other classified employees by the Charter of said City and/or the rules and regu-
lations of the Civil Service Commission thereof.

It is further understood and agreed that this contract is a month to month
contract only, and that the same may be terminated by either party on fifteen (15) days'
written notice; and that in the event second party should for any reason become unable to
fulfill the said duties at the exact location and address hereinabove designated, this
agreement shall thereupon immediately and automatically terminate; PROVIDED, that in no
event shall this contract remain or continue in effect for a longer period than the fiscal
year beginning January 1, 1939 and ending June 30, 1939.

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by
and through the City Manager of said City, and the said second party has hereunto sub-
scribed his name, the day and year in this Agreement first above written.

THE CITY OF SAN DIEGO,
By R.W.Flack City Manager

S.B.SMITH Second Party

I HEREBY APPROVE the form of the foregoing Contract this 17th day of January, 1939.
D.L.AULT City Attorney
By H.B.Daniel Assistant City Attorney

I HEREBY CERTIFY the above to be a full, true and correct copy of Contract for
Services of S.B.Smith as Water Bill Collector (5th & Univ.). Being Document No. 311740.
J.M.ASHLEY
City Clerk of the City of San Diego, California

By Helen M. Willis Deputy

C O N T R A C T

THIS CONTRACT OF EMPLOYMENT, made and entered into this 11th day of January, 1939,
by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City
Manager of said City, first party, and CHARLES E. GOODALE, a resident of the City of San
Diego, second party, WITNESSETH:

THAT WHEREAS, by Ordinance No. 1371 (New Series) of the ordinances of The City of
San Diego establishing a schedule of compensation for officers and employees in the
Classified Service of said City, the compensation for the position of District Water Bill
Collector existing in the Classified Administrative Service of the City is declared to be
open and contractual; and

WHEREAS, the duties generally of said position are as follows, to-wit: To act as a District Water Bill Collector for The City of San Diego, at a certain designated location within the City, and at such location to receive payments of City water bills from all persons presenting said bills and offering to pay the same, and to deposit the moneys so collected with the Treasurer of The City of San Diego in conformity with the provisions of the City Charter; and to answer inquiries or questions of City water consumers relating to the matter of water bill payments and collections;

NOW, THEREFORE, in consideration of the premises and of the matters and things hereinafter recited, the parties hereto agree as follows:

That beginning January 11, 1939, second party will faithfully perform the services and duties of District Water Bill Collector at 5th Avenue and E Street, as the same are hereinabove described, at the rate of Sixty and no/100.....Dollars (\$60.00) per month, payable in two equal semi-monthly installments.

In consideration of the faithful performance of such services the City agrees to pay the said rate of compensation, to-wit: Sixty and no/100.....Dollars (\$60.00) per month, payable in two equal semi-monthly installments; that is to say, at the times and in the manner that other City officers and employees are regularly paid.

It is further understood and agreed that second party is a regular employee in the Classified Administrative Service of the City and is in all respects subject to the Charter provisions, ordinances and the rules and regulations of the Civil Service relating to officers and employees of said City.

It is further understood and agreed that the City has the same right to demote, discharge or suspend second party as it has in regard to any other classified Civil Service employee, and that in the event of any such demotion, discharge or suspension, the second party shall have no rights by virtue of this contract other than such rights as are given to other classified employees by the Charter of said City and/or the rules and regulations of the Civil Service Commission thereof.

It is further understood and agreed that this contract is a month month contract only, and that the same may be terminated by either party on fifteen (15) days' written notice; and that in the event second party should for any reason become unable to fulfill the said duties at the exact location and address hereinabove designated, this agreement shall thereupon immediately and automatically terminate; PROVIDED, that in no event shall this contract remain or continue in effect for a longer period than the fiscal year beginning January 11, 1939 and ending June 30, 1939.

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through the City Manager of said City, and the said second party has hereunto subscribed his name, the day and year in this Agreement first above written.

THE CITY OF SAN DIEGO,
By R.W.Flack City Manager
CHARLES E. GOODALE Second Party

I HEREBY APPROVE the form of the foregoing Contract this 17th day of January, 1939.

D.L.AULT City Attorney
By H.B.Daniel Assistant City Attorney

I HEREBY CERTIFY the above to be a full, true and correct copy of Contract for Services of Charles E. Goodale as Water Bill Collector (5th & E). Being Document No.311741.

J.M.ASHLEY

City Clerk of the City of San Diego, California

By Helen M. Willey Deputy

C O N T R A C T

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of January, 1939, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City Manager of said City, first party, and Mrs. Belle Morgan, a resident of the City of San Diego, second party, WITNESSETH:

THAT WHEREAS, by Ordinance No. 1371 (New Series) of the ordinances of The City of San Diego establishing a schedule of compensation for officers and employees in the Classified Service of said City, the compensation for the position of District Water Bill Collector existing in the Classified Administrative Service of the City is declared to be open and contractual; and

WHEREAS, the duties generally of said position are as follows, to-wit: To act as a District Water Bill Collector for The City of San Diego, at a certain designated location within the City, and at such location to receive payments of City water bills from all persons presenting said bills and offering to pay the same, and to deposit the moneys so collected with the Treasurer of The City of San Diego in conformity with the provisions of the City Charter; and to answer inquiries or questions of City water consumers relating to the matter of water bill payments and collections;

NOW, THEREFORE, in consideration of the premises and of the matters and things hereinafter recited, the parties hereto agree as follows:

That beginning January 1, 1939, second party will faithfully perform the services and duties of District Water Bill Collector at Encanto, as the same are hereinabove described, at the rate of Fourteen and no/100 Dollars (\$14.00) per month, payable in two equal semi-monthly installments.

In consideration of the faithful performance of such services the City agrees to pay the said rate of compensation, to-wit: Fourteen and no/100.....Dollars (\$14.00) per month, payable in two equal semi-monthly installments; that is to say, at the times and in the manner that other City officers and employees are regularly paid.

It is further understood and agreed that second party is a regular employee in the Classified Administrative Service of the City and is in all respects subject to the Charter provisions, ordinances and the rules and regulations of the Civil Service relating to officers and employees of said City.

It is further understood and agreed that the City has the same right to demote, discharge or suspend second party as it has in regard to any other classified Civil Service employee, and that in the event of any such demotion, discharge or suspension, the second party shall have no rights by virtue of this contract other than such rights as are given to other classified employees by the Charter of said City and/or the rules and regulations of the Civil Service Commission thereof.

It is further understood and agreed that this contract is a month to month contract only, and that the same may be terminated by either party on fifteen (15) days' written notice; and that in the event second party should for any reason become unable to fulfill the duties at the exact location and address hereinabove designated, this agreement shall thereupon immediately and automatically terminate; PROVIDED, that in no event shall this contract remain or continue in effect for a longer period than the fiscal year beginning

January 1, 1939, and ending June 30, 1939.

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through the City Manager of said City, and the said second party has hereunto subscribed his name, the day and year in this Agreement first above written.

THE CITY OF SAN DIEGO,
By R.W.Flack City Manager
MRS. BELLE MORGAN Second Party

I HEREBY APPROVE the form of the foregoing Contract this 17th day of January, 1939.

D.L.AULT City Attorney
By H.B.Daniel Assistant City Attorney

I HEREBY CERTIFY the above to be a full, true and correct copy of Contract for Services of Mrs. Belle Morgan as Water Bill Collector (Encanto). Being Document No.311742.

J.M.ASHLEY
City Clerk of the City of San Diego, California

By Helen M. Wilbig Deputy

C O N T R A C T

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of January, 1939, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City Manager of said City, first party, and Florence Cooke, a resident of the City of San Diego, second party, WITNESSETH:

THAT WHEREAS, by Ordinance No. 1371 (New Series) of the ordinances of The City of San Diego establishing a schedule of compensation for officers and employees in the Classified Service of said City, the compensation for the position of District Water Bill Collector existing in the Classified Administrative Service of the City is declared to be open and contractual; and

WHEREAS, the duties generally of said position are as follows, to-wit: To act as a District Water Bill Collector for The City of San Diego, at a certain designated location within the City, and at such location to receive payments of City water bills from all persons presenting said bills and offering to pay the same, and to deposit the moneys so collected with the Treasurer of The City of San Diego in conformity with the provisions of the City Charter; and to answer inquiries or questions of City water consumers relating to the matter of water bill payments and collections;

NOW, THEREFORE, in consideration of the premises and of the matters and things hereinafter recited, the parties hereto agree as follows:

That beginning January 1, 1939, second party will faithfully perform the services and duties of District Water Bill Collector at Ocean Beach, as the same are hereinabove described, at the rate of Thirty-Five and no/100.....Dollars (\$35.00) per month, payable in two equal semi-monthly installments.

In consideration of the faithful performance of such services the City agrees to pay the said rate of compensation, to-wit: Thirty-five and no/100.....Dollars (\$35.00) per month, payable in two equal semi-monthly installments; that is to say, at the times and in the manner that other City officers and employees are regularly paid.

It is further understood and agreed that second party is a regular employee in the Classified Administrative Service of the City and is in all respects subject to the Charter provisions, ordinances and the rules and regulations of the Civil Service relating to officers and employees of said City.

It is further understood and agreed that the City has the same right to demote, discharge or suspend second party as it has in regard to any other classified Civil Service employee, and that in the event of any such demotion, discharge or suspension, the second party shall have no rights by virtue of this contract other than such rights as are given to other classified employees by the Charter of said City and/or the rules and regulations of the Civil Service Commission thereof.

It is further understood and agreed that this contract is a month to month contract only, and that the same may be terminated by either party on fifteen (15) days' written notice; and that in the event second party should for any reason become unable to fulfill the said duties at the exact location and address hereinabove designated, this agreement shall thereupon immediately and automatically terminate; PROVIDED, that in no event shall this contract remain or continue in effect for a longer period than the fiscal year beginning January 1, 1939 and ending June 30, 1939.

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through the City Manager of said City, and the said second party has hereunto subscribed his name, the day and year in this Agreement first above written.

THE CITY OF SAN DIEGO,
By R.W.Flack City Manager
FLORENCE E. COOKE Second Party

I HEREBY APPROVE the form of the foregoing Contract this 17th day of January, 1939.

D.L.AULT City Attorney
By H.B.Daniel Assistant City Attorney

I HEREBY CERTIFY the above to be a full, true and correct copy of Contract for Services of Florence Cooke as Water Bill Collector (Ocean Beach). Being Document No.311743.

J.M.ASHLEY
City Clerk of the City of San Diego, California

By Helen M. Wilbig Deputy

C O N T R A C T

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of January, 1939, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City Manager of said City, first party, and MRS. MAUDE WILTSE, a resident of the City of San Diego, second party, WITNESSETH:

THAT WHEREAS, by Ordinance No. 1371 (New Series) of the ordinances of The City of San Diego establishing a schedule of compendation for officers and employees in the Classified Service of said City, the compensation for the position of District Water Bill Collector existing in the Classified Administrative Service of the City is declared to be open and contractual; and

WHEREAS, the duties generally of said position are as follows, to-wit: To act as a District Water Bill Collector for The City of San Diego, at a certain designated location within the City, and at such location to receive payments of City water bills from all

persons presenting said bills and offering to pay the same, and to deposit the moneys so collected with the Treasurer of The City of San Diego in conformity with the provisions of the City Charter; and to answer inquiries or questions of City water consumers relating to the matter of water bill payments and collections;

NOW, THEREFORE, in consideration of the premises and of the matters and things hereinafter recited, the parties hereto agree as follows:

That beginning January 1, 1939, second party will faithfully perform the services and duties of District Water Bill Collector at Mission Beach, as the same are hereinabove described, at the rate of Eight and no/100....Dollars (\$8.00) per month, payable in two equal semi-monthly installments.

In consideration of the faithful performance of such services the City agrees to pay the said rate of compensation, to-wit: Eight and no/100.....Dollars (\$8.00) per month, payable in two equal semi-monthly installments; that is to say, at the times and in the manner that other City officers and employees are regularly paid.

It is further understood and agreed that second party is a regular employee in the Classified Administrative Service of the City and is in all respects subject to the Charter provisions, ordinances and the rules and regulations of the Civil Service relating to officers and employees of said City.

It is further understood and agreed that the City has the same right to demote, discharge or suspend second party as it has in regard to any other classified Civil Service employee, and that in the event of any such demotion, discharge or suspension, the second party shall have no rights by virtue of this contract other than such rights as are given to other classified employees by the Charter of said City and/or the rules and regulations of the Civil Service Commission thereof.

It is further understood and agreed that this contract is a month to month contract only, and that the same may be terminated by either party on fifteen (15) days' written notice; and that in the event second party should for any reason become unable to fulfill the said duties at the exact location and address hereinabove designated, this agreement shall thereupon immediately and automatically terminate; PROVIDED, that in no event shall this contract remain or continue in effect for a longer period than the fiscal year beginning January 1, 1939 and ending June 30, 1939.

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through the City Manager of said City, and the said second party has hereunto subscribed his name, the day and year in this Agreement first above written.

THE CITY OF SAN DIEGO,
By R.W.Flack City Manager
MAUDE WILTSE Second Party

I HEREBY APPROVE the form of the foregoing Contract this 17th day of January, 1939.

D.L.AULT City Attorney
By H.B.Daniel Assistant City Attorney

I HEREBY CERTIFY the above to be a full, true and correct copy of Contract for Services of Mrs. Maude Wiltse as Water Bill Collector (Mission Beach). Being Document No. 311744.

J.M.ASHLEY
City Clerk of the City of San Diego, California

By Helen M. Willey Deputy

C O N T R A C T

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of January, 1939, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City Manager of said City, first party, and I.L.ENO, a resident of the City of San Diego, second party, WITNESSETH:

THAT WHEREAS, by Ordinance No. 1371 (New Series) of the ordinances of The City of San Diego establishing a schedule of compensation for officers and employees in the Classified Service of said City, the compensation for the position of District Water Bill Collector existing in the Classified Administrative Service of the City is declared to be open and contractual; and

WHEREAS, the duties generally of said position are as follows, to-wit: To act as a District Water Bill Collector for The City of San Diego, at a certain designated location within the City, and at such location to receive payments of City water bills from all persons presenting said bills and offering to pay the same, and to deposit the moneys so collected with the Treasurer of The City of San Diego in conformity with the provisions of the City Charter; and to answer inquiries or questions of City water consumers relating to the matter of water bill payments and collections;

NOW, THEREFORE, in consideration of the premises and of the matters and things hereinafter recited, the parties hereto agree as follows:

That beginning January 1, 1939 second party will faithfully perform the services and duties of District Water Bill Collector at Pacific Beach, as the same are hereinabove described, at the rate of Fourteen and no/100.....Dollars (\$14.00) per month, payable in two equal semi-monthly installments.

In consideration of the faithful performance of such services the City agrees to pay the said rate of compensation, to-wit: Fourteen and no/100.....Dollars (\$14.00) per month, payable in two equal semi-monthly installments; that is to say, at the times and in the manner that other City officers and employees are regularly paid.

It is further understood and agreed that second party is a regular employee in the Classified Administrative Service of the City and is in all respects subject to the Charter provisions, ordinances and the rules and regulations of the Civil Service relating to officers and employees of said City.

It is further understood and agreed that the City has the same right to demote, discharge or suspend second party as it has in regard to any other classified Civil Service employee, and that in the event of any such demotion, discharge or suspension, the second party shall have no rights by virtue of this contract other than such rights as are given to other classified employees by the Charter of said City and/or the rules and regulations of the Civil Service Commission thereof.

It is further understood and agreed that this contract is a month to month contract only, and that the same may be terminated by either party on fifteen (15) days' written notice; and that in the event second party should for any reason become unable to fulfill the said duties at the exact location and address hereinabove designated, this agreement shall thereupon immediately and automatically terminate; PROVIDED, that in no event shall this contract remain or continue in effect for a longer period than the fiscal year beginning January 1, 1939 and ending June 30, 1939.

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting

by and through the City Manager of said City, and the said second party has hereunto sub-
scribed his name, the day and year in this Agreement first above written.
THE CITY OF SAN DIEGO,
By R.W.Flack City Manager
I.L.ENO Second Party

I HEREBY APPROVE the form of the foregoing Contract this 17th day of January, 1939.
D.L.AULT City Attorney
By H.B.Daniel Assistant City Attorney

I HEREBY CERTIFY the above to be a full, true and correct copy of Contract for
Services of I.L.Eno as Water Bill Collector (Pacific Beach). Being Document No. 311745.
J.M.ASHLEY
City Clerk of the City of San Diego, California

By Helen M. Willig Deputy

C O N T R A C T

THIS CONTRACT OF EMPLOYMENT, made and entered into this 11th day of January, 1939,
by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City
Manager of said City, first party, and HAROLD M. ROYLE, a resident of the City of San Diego,
second party, WITNESSETH:

THAT WHEREAS, by Ordinance No. 1371 (New Series) of the ordinances of The City of
San Diego establishing a schedule of compensation for officers and employees in the
Classified Service of said City, the compensation for the position of District Water Bill
Collector existing in the Classified Administrative Service of the City is declared to be
open and contractual; and

WHEREAS, the duties generally of said position are as follows, to-wit: To act as
a District Water Bill Collector for The City of San Diego, at a certain designated location
within the City, and at such location to receive payments of City water bills from all
persons presenting said bills and offering to pay the same, and to deposit the moneys so
collected with the Treasurer of The City of San Diego in conformity with the provisions of
the City Charter; and to answer inquiries or questions of City water consumers relating to
the matter of water bill payments and collections;

NOW, THEREFORE, in consideration of the premises and of the matters and things
hereinafter recited, the parties hereto agree as follows:

That beginning January 11, 1939, second party will faithfully perform the services
and duties of District Water Bill Collector at 30th St. and University Avenue, as the same
are hereinabove described, at the rate of Sixty and no/100.....Dollars (\$60.00) per month,
payable in two equal semi-monthly installments.

In consideration of the faithful performance of such services the City agrees to
pay the said rate of compensation, to-wit: Sixty and no/100.....Dollars (\$60.00) per month,
payable in two equal semi-monthly installments; that is to say, at the times and in the
manner that other City officers and employees are regularly paid.

It is further understood and agreed that second party is a regular employee in
the Classified Administrative Service of the City and is in all respects subject to the
Charter provisions, ordinances and the rules and regulations of the Civil Service relating
to officers and employees of said City.

It is further understood and agreed that the City has the same right to demote,
discharge or suspend second party as it has in regard to any other classified Civil
Service employee, and that in the event of any such demotion, discharge or suspension,
the second party shall have no rights by virtue of this contract other than such rights as
are given to other classified employees by the Charter of said City and/or the rules and
regulations of the Civil Service Commission thereof.

It is further understood and agreed that this contract is a month to month con-
tract only, and that the same may be terminated by either party on fifteen (15) days'
written notice; and that in the event second party should for any reason become unable to
fulfill the said duties at the exact location and address hereinabove designated, this
agreement shall thereupon immediately and automatically terminate; PROVIDED, that in no
event shall this contract remain or continue in effect for a longer period than the fiscal
year beginning January 11, 1939 and ending June 30, 1939.

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting
by and through the City Manager of said City, and the said second party has hereunto sub-
scribed his name, the day and year in this Agreement first above written.

THE CITY OF SAN DIEGO,
By R.W.Flack City Manager
HAROLD M. ROYLE Second Party

I HEREBY APPROVE the form of the foregoing Contract this 17th day of January, 1939.
D.L.AULT City Attorney
By H.B.Daniel Assistant City Attorney

I HEREBY CERTIFY the above to be a full, true and correct copy of Contract for
Services of Harold M. Royle as Water Bill Collector (30th & Univ.). Being Document No. 311746.
J.M.ASHLEY
City Clerk of the City of San Diego, California

By Helen M. Willig Deputy

C O N T R A C T

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of January, 1939,
by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City
Manager of said City, first party, and FRANK KIMBALL, a resident of the City of San Diego,
second party, WITNESSETH:

THAT WHEREAS, by Ordinance No. 1371 (New Series) of the ordinances of The City of
San Diego establishing a schedule of compensation for officers and employees in the
Classified Service of said City, the compensation for the position of District Water Bill
Collector existing in the Classified Administrative Service of the City is declared to be
open and contractual; and

WHEREAS, the duties generally of said position are as follows, to-wit: To act as
a District Water Bill Collector for The City of San Diego, at a certain designated location
within the City, and at such location to receive payments of City water bills from all
persons presenting said bills and offering to pay the same, and to deposit the moneys so

collected with the Treasurer of The City of San Diego in conformity with the provisions of the City Charter; and to answer inquiries or questions of City water consumers relating to the matter of water bill payments and collections;

NOW, THEREFORE, in consideration of the premises and of the matters and things hereinafter recited, the parties hereto agree as follows:

That beginning January 1st, 1939, second party will faithfully perform the services and duties of District Water Bill Collector at Normal Heights, as the same are hereinabove described, at the rate of Sixty-Five Dollars (\$65.00) per month, payable in two equal semi-monthly installments.

In consideration of the faithful performance of such services the City agrees to pay the said rate of compensation, to-wit: Sixty-Five Dollars (\$65.00) per month, payable in two equal semi-monthly installments; that is to say, at the times and in the manner that other City officers and employees are regularly paid.

It is further understood and agreed that second party is a regular employee in the Classified Administrative Service of the City and is in all respects subject to the Charter provisions, ordinances and the rules and regulations of the Civil Service relating to officers and employees of said City.

It is further understood and agreed that the City has the same right to demote, discharge or suspend second party as it has in regard to any other classified Civil Service employee, and that in the event of any such demotion, discharge or suspension, the second party shall have no rights by virtue of this contract other than such rights as are given to other classified employees by the Charter of said City and/or the rules and regulations of the Civil Service Commission thereof.

It is further understood and agreed that this contract is a month to month contract only, and that the same may be terminated by either party on fifteen (15) days' written notice; and that in the event second party should for any reason become unable to fulfill the said duties at the exact location and address hereinabove designated, this agreement shall thereupon immediately and automatically terminate; PROVIDED, that in no event shall this contract remain or continue in effect for a longer period than the fiscal year beginning January 1, 1939 and ending June 30, 1939.

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through the City Manager of said City, and the said second party has hereunto subscribed his name, the day and year in this Agreement first above written.

THE CITY OF SAN DIEGO,
By R.W. Flack City Manager
FRANK KIMBALL Second Party

I HEREBY APPROVE the form of the foregoing Contract this 17th day of January, 1939.
D.L. AULT City Attorney
By H.B. Daniel Assistant City Attorney

I HEREBY CERTIFY the above to be a full, true and correct copy of Contract for Services of Frank Kimball as Water Bill Collector (Normal Heights). Being Document No. 311747.

J.M. ASHLEY
City Clerk of the City of San Diego, California

By Helen M. Willey Deputy

C O N T R A C T

THIS CONTRACT OF EMPLOYMENT, made and entered into this 11th day of January, 1939 by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City Manager of said City, first party, and WILBUR C. FOOTE, a resident of the City of San Diego, second party, WITNESSETH:

THAT WHEREAS, by Ordinance No. 1371 (New Series) of the ordinances of The City of San Diego establishing a schedule of compensation for officers and employees in the Classified Service of said City, the compensation for the position of District Water Bill Collector existing in the Classified Administrative Service of the City is declared to be open and contractual; and

WHEREAS, the duties generally of said position are as follows, to-wit: To act as a District Water Bill Collector for The City of San Diego, at a certain designated location within the City, and at such location to receive payments of City water bills from all persons presenting said bills and offering to pay the same, and to deposit the moneys so collected with the Treasurer of The City of San Diego in conformity with the provisions of the City Charter; and to answer inquiries or questions of City water consumers relating to the matter of water bill payments and collections;

NOW, THEREFORE, in consideration of the premises and of the matters and things hereinafter recited, the parties hereto agree as follows:

That beginning January 11, 1939, second party will faithfully perform the services and duties of District Water Bill Collector at 6th and Broadway, as the same are hereinabove described, at the rate of Sixty and no. 100.....Dollars (\$60.00) per month, payable in two equal semi-monthly installments.

In consideration of the faithful performance of such services the City agrees to pay the said rate of compensation, to-wit: Sixty and no. 100.....Dollars (\$60.00) per month, payable in two equal semi-monthly installments; that is to say, at the times and in the manner that other City officers and employees are regularly paid.

It is further understood and agreed that second party is a regular employee in the Classified Administrative Service of the City and is in all respects subject to the Charter provisions, ordinances and the rules and regulations of the Civil Service relating to officers and employees of said City.

It is further understood and agreed that the City has the same right to demote, discharge or suspend second party as it has in regard to any other classified Civil Service employee, and that in the event of any such demotion, discharge or suspension, the second party shall have no rights by virtue of this contract other than such rights as are given to other classified employees by the Charter of said City and/or the rules and regulations of the Civil Service Commission thereof.

It is further understood and agreed that this contract is a month to month contract only, and that the same may be terminated by either party on fifteen (15) days' written notice; and that in the event second party should for any reason become unable to fulfill the said duties at the exact location and address hereinabove designated, this agreement shall thereupon immediately and automatically terminate; PROVIDED, that in no event shall this contract remain or continue in effect for a longer period than the fiscal year beginning January 11, 1939 and ending June 30, 1939.

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through the City Manager of said City, and the said second party has hereunto

subscribed his name, the day and year in this Agreement first above written.

THE CITY OF SAN DIEGO,
By R.W.Flack City Manager

WILBUR C. FOOTE Second Party

I HEREBY APPROVE the form of the foregoing Contract this 19th day of January, 1939.

D.L.AULT City Attorney
By J.H.McKinney Deputy City Attorney

I HEREBY CERTIFY the above to be a full, true and correct copy of Contract for Services of Wilbur C. Foote as Water Bill Collector (6th & Broadway). Being Document No. 311751.

J.M.ASHLEY
City Clerk of the City of San Diego, California

By Helen M. Wilby Deputy

C O N T R A C T

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of January, 1939, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City Manager of said City, first party, and S.W.Dunaway, a resident of the City of San Diego, second party, WITNESSETH:

THAT WHEREAS, by Ordinance No. 1371 (New Series) of the ordinances of The City of San Diego establishing a schedule of compensation for officers and employees in the Classified Service of said City, the compensation for the position of District Water Bill Collector existing in the Classified Administrative Service of the City is declared to be open and contractual; and

WHEREAS, the duties generally of said position are as follows, to-wit: To act as a District Water Bill Collector for The City of San Diego, at a certain designated location within the City, and at such location to receive payments of City water bills from all persons presenting said bills and offering to pay the same, and to deposit the moneys so collected with the Treasurer of The City of San Diego in conformity with the provisions of the City Charter; and to answer inquiries or questions of City water consumers relating to the matter of water bill payments and collections;

NOW, THEREFORE, in consideration of the premises and of the matters and things hereinafter recited, the parties hereto agree as follows:

That beginning January 1, 1939, second party will faithfully perform the services and duties of District Water Bill Collector at Pacific Beach, as the same are hereinabove described, at the rate of Nine and no/100.....Dollars (\$9.00) per month, payable in two equal semi-monthly installments.

In consideration of the faithful performance of such services the City agrees to pay the said rate of compensation, to-wit: Nine and no/100.....Dollars (\$9.00) per month, payable in two equal semi-monthly installments; that is to say, at the times and in the manner that other City officers and employees are regularly paid.

It is further understood and agreed that second party is a regular employee in the Classified Administrative Service of the City and is in all respects subject to the Charter provisionso ordinances and the rules and regulations of the Civil Service relating to officers and employees of said City.

It is further understood and agreed that the City has the same right to demote, discharge or suspend second party as it has in regard to any other classified Civil Service employee, and that in the event of any such demotion, discharge or suspension, the second party shall have no rights by virtue of this contract other than such rights as are given to other classified employees by the Charter of said City and/or the rules and regulations of the Civil Service Commission thereof.

It is further understood and agreed that this contract is a month to month contract only, and that the same may be terminated by either party on fifteen (15) days' written notice; and that in the event second party should for any reason become unable to fulfill the said duties at the exact location and address hereinabove designated, this agreement shall thereupon immediately and automatically terminate; PROVIDED, that in no event shall this contract remain or continue in effect for a longer period than the fiscal year beginning January 1, 1939 and ending June 30, 1939.

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through the City Manager of said City, and the said second party has hereunto subscribed his name, the day and year in this Agreement first above written.

THE CITY OF SAN DIEGO,
By R W Flack City Manager
S.W.DUNAWAY. Second Party

I HEREBY APPROVE the form of the foregoing Contract this 20th day of January, 1939.

D.L.AULT City Attorney
By H.B.Daniel Assistant City Attorney

I HEREBY CERTIFY the above to be a full, true and correct copy of Contract for Services of S.W.Dunaway as Water Bill Collector (Pacific Beach). Being Document No. 311806.

J.M.ASHLEY
City Clerk of the City of San Diego, California

By Helen M. Wilby Deputy

L E A S E

THIS AGREEMENT OF LEASE, made and entered into this 18th day of January, 1939, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter called the Lessor, and OLIVER SEXSON, hereinafter called the Lessee, WITNESSETH:

That the Lessor, for and in consideration of the payment of the rents to be paid by the Lessee, as hereinafter set forth, and in consideration of the covenants of the Lessee hereinafter set out and their faithful performance by such Lessee, and upon and subject to the terms, conditions and reservations herein set forth, hereby leases unto the Lessee that certain real property situated in the County of San Diego, State of California, and particularly described as follows, to-wit:

Those portions of Pueblo Lots 1322, 1323, 1326 and 1327 lying between the Sorrento Road and Pacific Highway (excepting the portion of Pueblo Lot 1326 dedicated for public

park purposes), according to map of the Pueblo Lands of The City of San Diego made by James Pascoe in 1870, filed as Miscellaneous Map No. 36 in the office of the County Recorder of said San Diego County; subject to all easements, encumbrances and liens of every kind, nature and description whatsoever existing against or in respect to said land. For a term of three (3) years, beginning on the 5th day of February, 1939, and ending on the 4th day of February, 1942, at the following rentals: Two Hundred Fifty Dollars (\$250.00) per year payable in advance at the office of the Lessor semi-annually during said term.

In consideration of the covenants herein contained the parties hereto agree as follows:

FIRST. That the above described premises are leased to said lessee for stock grazing purposes only, and for no other purpose or purposes.

SECOND. That this lease shall not be assigned or transferred, nor shall the said lessee have the right to sublet the leased premises, or any part thereof, without the consent in writing of the Council of said City.

THIRD. That the City reserves all gas, oil and mineral rights in and on said premises herein leased, with the right to go upon said property and prospect or drill for oil, gas and minerals.

FOURTH. That the lessee shall keep and maintain said premises in as good repair and condition as he may receive them at his own expense (ordinary wear and tear and the acts of God excepted) and the said City shall not be called upon to make any expenditures or repairs on said premises.

FIFTH. The City reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of same, and/or for the purpose of drilling, operating and maintaining wells and pipelines on said premises, and for the purpose of making repairs to or developing the water system of said City; but the City shall not be required to furnish any water on said premises, except for domestic purposes, where mains and connections are installed, and then only according to the terms of Ordinances No'd 8210, 817 (New Series), 861 (New Series), and amendments thereto.

SIXTH. That the said lessee, paying the said rent and performing the covenants and agreements aforesaid, shall and may at all times during the said term, peaceably and quietly have, hold and enjoy the said premises for the term aforesaid.

SEVENTH. Said lessee agrees that on the last day of said term, or other sooner termination of this lease, the said lessee shall and will peaceably and quietly leave, surrender and yield up unto said City the said premises, in as good state and condition as the same are now in or may be put into, reasonable use and wear thereof and damage by the elements excepted.

EIGHTH. It is understood and agreed by the said parties that the said City may terminate this lease at any time by giving sixty (60) days' notice of such termination to the lessee, and by tendering to said lessee a proportionate part of any rentals paid in advance by said lessee.

NINTH. It is further agreed by and between the parties hereto that in case of the violation by the lessee of any of the terms and conditions of this lease, the City may either terminate this lease upon notice and take possession of the premises, or may enter and possess the same as the agent of the lessee and for its account.

It is understood and agreed that a waiver by the Lessor of any default hereunder shall not be considered, nor held to be, a waiver of any subsequent or other default, and also that consent to the subletting of said premises or any part thereof, or to the assignment of this lease, shall not be construed or considered as a consent to any other or subsequent subletting or assignment.

It is further understood and agreed that if the Lessee shall make default in the performance of any of the terms, conditions or covenants of this lease by the Lessee to be kept, observed or performed, Lessee will in such case pay to the Lessor the expenses and costs incurred by the Lessor in any action which may be commenced by the Lessor based on, or arising out of, any such default, including a reasonable attorney's fee.

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through the City Manager of said City, under and pursuant to Ordinance No. 1509 of the Council, authorizing such execution, and said Lessee has hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO, Lessor,
By R W Flack City Manager

OLIVER SEXSON Lessee

I HEREBY APPROVE the form of the foregoing Lease this 24th day of January, 1939.

D.L.AULT, City Attorney
By J.H.McKinney. Deputy City Attorney

I HEREBY CERTIFY the above to be a full, true and correct copy of Lease with Oliver Sexson. Being Document No. 311851.

J.M.ASHLEY
City Clerk of the City of San Diego, California

By Helena M. Walling Deputy

OPTION TO PURCHASE

THIS AGREEMENT, made and entered into in duplicate this 20th day of January, 1939, by and between JOHN T. STEWART, 3RD, of the City of Omaha, County of Douglass, State of Nebraska, party of the first part, and THE CITY OF SAN DIEGO, a municipal corporation, party of the second part, WITNESSETH:

That in consideration of the sum of Fifteen Hundred Dollars (\$1,500.00), receipt whereof is hereby acknowledged by the Party of the First Part, the Party of the First Part agrees to give and does hereby give to the said City of San Diego the option to purchase the following described real property located in the City of San Diego, County of San Diego, State of California, and more particularly described as follows:

Lots A to M, inclusive, in Block 2; and Lots A to Z, inclusive, in Blocks 4, 6, 8, 10 and 12, La Binda Park, in the City of San Diego, according to Map thereof No. 1538 filed in the office of the County Recorder of San Diego County, California.

IT IS FURTHER UNDERSTOOD AND AGREED that the full purchase price of said property shall be the sum of Eighteen Thousand Dollars (\$18,000.00) and that the City shall have the right of purchase under this option up to and including the 15 day of July, 1939.

IT IS FURTHER UNDERSTOOD AND AGREED that the Party of the First Part will pay all taxes and assessments due on said property up to and including the time when said purchase is made effective and completed.

IT IS FURTHER UNDERSTOOD AND AGREED that upon the payment of the full purchase

(5) That Lessor may terminate this lease at any time by giving at least sixty

(60) days' notice of such termination, and by tendering to said Lessee a proportionate part of any rentals paid in advance by said Lessee.

It is agreed that if any default shall be made by the Lessee in the payment of any rent promptly when the same shall become due according to the terms hereof, or in respect to the performance or observance of any covenants, term or condition of this lease to be kept or observed by the Lessee, the Lessor shall have the right to terminate this lease and to enter upon said premises and take possession of the same, and of each and every part thereof, and the Lessee shall peaceably surrender full possession of said premises to the Lessor.

It is further agreed by and between the parties hereto that this lease shall not be assigned or transferred, nor shall the said Lessee have the right to sublet the leased premises, or any part thereof, without permission of the Council of said The City of San Diego.

It is understood and agreed that a waiver by the Lessor of any default hereunder shall not be considered, nor held to be, a waiver of any subsequent or other default, and also that consent to the subletting of said premises or any part thereof, or to the assignment of this lease, shall not be construed or considered as a consent to any other or subsequent subletting or assignment.

It is further understood and agreed that if the Lessee shall make default in the performance of any of the terms, conditions or covenants of this lease by the Lessee to be kept, observed or performed, Lessee will in such case pay to the Lessor the expenses and costs incurred by the Lessor in any action which may be commenced by the Lessor based on, or arising out of, any such default, including a reasonable attorney's fee.

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through the City Manager of said City, and said Lessee has hereunto subscribed his name the day and year first hereinabove written.

THE CITY OF SAN DIEGO, Lessor,
By R W Flack City Manager

JOHN ZWECK Lessee

I HEREBY APPROVE the form of the foregoing Lease this 30th day of January, 1939.

D.L.AULT, City Attorney
By J.H.McKinney Deputy City Attorney

I HEREBY CERTIFY the above to be a full, true and correct copy of Lease with John Zweck on Pueblo Lot 1360. Being Document No. 311945.

J.M.ASHLEY
City Clerk of the City of San Diego, California

By Helen M. Willig Deputy

L E A S E

THIS AGREEMENT, made and entered into this 1st day of February, 1939, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated as the City, and HARVEY D. ALLEN, hereinafter designated as the Lessee, WITNESSETH:

That the City, for and in consideration of the payment of the rent to be paid by the Lessee, as hereinafter set forth, and in consideration of the covenants of the Lessee hereinafter set out and their faithful performance by such Lessee, and upon and subject to the terms, conditions and reservations herein set forth, does by these presents lease, demise and let unto the said Lessee the following described property, situate in the County of San Diego, State of California, to-wit:

Pueblo Lot 1102 of the Pueblo Lands of San Diego, according to Map thereof made by James Pascoe, filed as Miscellaneous Map No. 36, in the office of the Recorder of San Diego County, California, EXCEPTING the following described parcel: Commencing at the south-westerly corner of said Pueblo Lot 1102; thence northerly along the westerly line of said Pueblo Lot a distance of 473.75 feet to a point; thence at right angles easterly a distance of 295.32 feet to a point; thence at right angles southerly a distance of 473.75 feet to the southerly line of said Pueblo Lot 1102; thence westerly along the southerly line of said Pueblo Lot 1102, 295.32 feet to the point of commencement. For a term of one (1) years, beginning on the 1st day of February, 1939, and ending on the 31st day of January, 1940, at the following rentals: Thirty Dollars (\$30.00) per year payable in advance at the office of the Lessor during said term.

In consideration of the covenants herein contained the parties hereto agree as follows:

FIRST. That the above described premises are leased to said lessee for stock grazing purposes only, and for no other purpose or purposes.

SECOND. That this lease shall not be assigned or transferred, nor shall the said lessee have the right to sublet the leased premises, or any part thereof, without the consent in writing of the Council of said City.

THIRD. That the City reserves all gas, oil and mineral rights in and on said premises herein leased, with the right to go upon said property and prospect or drill for oil, gas and minerals.

FOURTH. That the lessee shall keep and maintain said premises in as good repair and condition as he may receive them at his own expense (ordinary wear and tear and the acts of God excepted) and the said City shall not be called upon to make any expenditures or repairs on said premises.

FIFTH. The City reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of same, and/or for the purpose of drilling, operating and maintaining wells and pipelines on said premises, and for the purpose of making repairs to or developing the water system of said City; but the City shall not be required to furnish any water on said premises, except for domestic purposes, where mains and connections are installed, and then only according to the terms of Ordinances No's 8210, 817 (New Series), 861 (New Series) and amendments thereto.

SIXTH. That the said lessee, paying the said rent and performing the covenants and agreements aforesaid, shall and may at all times during the said term, peaceably and quietly have, hold and enjoy the said premises for the term aforesaid.

SEVENTH. Said lessee agrees that on the last day of said term, or other sooner termination of this lease, the said lessee shall and will peaceably and quietly leave, surrender and yield up unto said City the said premises, in as good state and condition as the same are now in or may be put into, reasonable use and wear thereof and damage by the elements excepted.

EIGHTH. It is understood and agreed by the said parties that the said City may terminate this lease at any time by giving sixty (60) days' notice of such termination to

the lessee, and by tendering to said lessee a proportionate part of any rentals paid in advance by said lessee.

NINTH. It is further agreed by and between the parties hereto that in case of the violation by the lessee of any of the terms and conditions of this lease, the City may either terminate this lease upon notice and take possession of the premises, or may enter and possess the same as the agent of the lessee and for its account.

It is understood and agreed that a waiver by the Lessor of any default hereunder shall not be considered, nor held to be a waiver of any subsequent or other default, and also that consent to the subletting of said premises or any part thereof, or to the assignment of this lease, shall not be construed or considered as a consent to any other or subsequent subletting or assignment.

It is further understood and agreed that if the Lessee shall make default in the performance of any of the terms, conditions or covenants of this lease by the Lessee to be kept, observed or performed, Lessee will in such case pay to the City the expenses and costs incurred by the City in any action which may be commenced by the City based on, or arising out of, any such default, including a reasonable attorney's fee.

IN WITNESS WHEREOF, this agreement is executed by The City of San Diego, acting by and through the City Manager of said City, and said Lessee has hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO,
By R W Flack City Manager
HARVEY D ALLEN Lessee

I HEREBY APPROVE the form of the foregoing Lease this 1st day of February, 1939.
D.L.AULT, City Attorney
By J.H.McKinney Deputy City Attorney

I HEREBY CERTIFY the above to be a full, true and correct copy of Lease with Harvey D. Allen. Being Document No. 312020.

J.M.ASHLEY
City Clerk of the City of San Diego, California

By Helen M. Willig Deputy

LEASE

THIS AGREEMENT, made and entered into this 2nd day of February, 1939, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated as the City, and L.W. BRAUNER, 1792 Titus Street, San Diego, California, hereinafter called the Lessee, WITNESSETH:

That the City, for and in consideration of the payment of the rent to be paid by the Lessee, as hereinafter set forth, and in consideration of the covenants of the Lessee hereinafter set out and their faithful performance by such Lessee, and upon and subject to the terms, conditions and reservations herein set forth, does by these presents lease, demise and let unto the said Lessee the following described property, situate in the County of San Diego, State of California, to-wit:

Pueblo Lot 1297, West half of Pueblo Lot 1296 and the West half of Pueblo Lot 1299, (excepting herefrom the land in the West half of Pueblo Lot 1299 covered by Lease Documents Nos. 255056 and 259171, on file in the office of the City Clerk of said City, being 17 acres of land, more or less); and EXCEPTING existing buildings, public highways and easements; acreage included in this lease being 284 acres, more or less.

For a term of one (1) years, beginning on the 1st day of February, 1939, and ending on the 31st day of January, 1940, at the following rentals: One Hundred Forty-two Dollars (\$142.00) per year payable in advance at the office of the Lessor during said term.

In Consideration of the covenants herein contained the parties hereto agree as follows:

- First. That the above described premises are leased to said lessee for stock grazing purposes only, and for no other purpose or purposes.
 - Second. That this lease shall not be assigned or transferred, nor shall the said lessee have the right to sublet the leased premises, or any part thereof, without the consent in writing of the Council of said City.
 - Third. That the City reserves all gas, oil and mineral rights in and on said premises herein leased, with the right to go upon said property and prospect or drill for oil, gas and minerals.
 - Fourth. That the lessee shall keep and maintain said premises in as good repair and condition as he may receive them at his own expense (ordinary wear and tear and the acts of God excepted) and the said City shall not be called upon to make any expenditures or repairs on said premises.
 - Fifth. The City reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of same, and/or for the purpose of drilling, operating and maintaining wells and pipelines on said premises, and for the purpose of making repairs to or developing the water system of said City; but the City shall not be required to furnish any water on said premises, except for domestic purposes, where mains and connections are installed; and then only according to the terms of Ordinances No.'d 8410, 817 (New Series), 861 (New Series) and amendments thereto.
 - Sixth. That the said lessee, paying the said rent and performing the covenants and agreements aforesaid, shall and may at all times during the said term, peaceably and quietly have, hold and enjoy the said premises for the term aforesaid.
 - Seventh. Said lessee agrees that on the last day of said term, or other sooner termination of this lease, the said lessee shall and will peaceably and quietly leave, surrender and yield up unto said City the said premises, in as good state and condition as the same are now in or may be put into, reasonable use and wear thereof and damage by the elements excepted.
 - Eighth. It is understood and agreed by the said parties that the said City may terminate this lease at any time by giving sixty (60) days' notice of such termination to the lessee, and by tendering to said lessee a proportionate part of any rentals paid in advance by said lessee.
 - Ninth. It is further agreed by and between the parties hereto that in case of the violation by the lessee of any of the terms and conditions of this lease, the City may either terminate this lease upon notice and take possession of the premises, or may enter and possess the same as the agent of the lessee and for its account.
 - Tenth. The City reserves all buildings and structures on said premises.
- It is understood and agreed that a waiver by the Lessor of any default hereunder shall not be considered, nor held to be, a waiver of any subsequent or other default, and also that consent to the subletting of said premises or any part thereof, or to the assignment of this lease, shall not be construed or considered as a consent to any other or subsequent subletting or assignment.

It is further understood and agreed that if the Lessee shall make default in the performance of any of the terms, conditions or covenants of this lease by the Lessee to be kept, observed or performed, Lessee will in such case pay to the Lessor the expenses and costs incurred by the Lessor in any action which may be commenced by the Lessor based on, or arising out of, any such default, including a reasonable attorney's fee.

IN WITNESS WHEREOF, this contract is executed by the City of San Diego, acting by and through the City Manager of said City, and said Lessee has hereunto subscribed his name the day and year first hereinabove written.

THE CITY OF SAN DIEGO, Lessor
By R.W.FLACK, City Manager.

L.W.BRAWNER, Lessee

I HEREBY APPROVE the form of the foregoing Lease this 3rd day of February, 1939.

D.L.AULT, City Attorney
By J.H.McKINNEY, Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with L.W.Brawner. Being Document 312044.

J.M.ASHLEY
City Clerk of the City of San Diego, California

By Helen M. Wallis Deputy.

L E A S E

THIS AGREEMENT, made and entered into this 2nd day of February, 1939, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated as the City, and OLIVER SEXSON, hereinafter called the Lessee, WITNESSETH:

That the City, for and in consideration of the payment of the rent to be paid by the Lessee, as hereinafter set forth, and in consideration of the covenants of the Lessee hereinafter set out and their faithful performance by such Lessee, and upon and subject to the terms, conditions and reservations herein set forth, does by these presents sublease, demise and sublet unto the said Lessee the following described property, situate in the County of San Diego, State of California, to-wit:

Commencing at a point designated as the northeast corner of the Sikes Tract, in the Rancho San Bernardo, County of San Diego, State of California; running thence in a westerly direction, following the northerly line of the Sikes Tract to an intersection of the northerly line of the Sikes Tract with the 395 foot contour elevation line according to the United States Geological Survey Datum; thence following said 395 foot contour elevation line in a southwesterly direction to its intersection with the west line of that certain parcel of land known as the "Fenton Tract"; thence following said westerly line of the Fenton Tract in a southerly direction to an intersection with the 315 foot contour elevation line of Lake Hodges according to said government survey; thence in an easterly direction following said 315 foot contour elevation line of Lake Hodges to its most easterly point; thence following a line extended in an easterly direction parallel with the southerly line of the Fenton Tract to an intersection with the easterly line of the Rancho San Bernardo; thence in a northeasterly direction following the easterly line of the Rancho San Bernardo to the point of beginning;

Subject to all easements, encumbrances and liens of every kind, nature and description whatsoever, existing against or in respect to said property.

For a term of three (3) years, beginning on the 31st day of January, 1939, and ending on the 30th day of January, 1942, at the following rentals: Two Hundred Fifty Dollars (\$250.00) per year payable in advance at the office of the Lessor annually during said term.

In consideration of the covenants herein contained the parties hereto agree as follows:

First. That the above described premises are sub-leased to said lessee for stock grazing purposes only, and for no other purpose or purposes, and Lessee agrees to care for same so that no waste or damage is committed thereon.

Second. That this sub-lease shall not be assigned or transferred, nor shall the said lessee have the right to sublet the leased premises, or any part thereof, without the consent in writing of the Council of said City.

Third. That the City reserves all gas, oil, timber, sand, gravel and mineral rights in and on said premises herein leased, with the right to go upon said property and prospect or drill for oil, gas and minerals.

Fourth. That the lessee shall keep and maintain said premises in as good repair and condition as he may receive them at his own expense (ordinary wear and tear and the acts of God excepted) and the said City shall not be called upon to make any expenditures or repairs on said premises.

Fifth. The City reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of same, and/or for the purpose of drilling, operating and maintaining wells and pipelines on said premises, and for the purpose of making repairs to or developing the water system of said City; but the City shall not be required to furnish any water on said premises, except for domestic purposes, where mains and connections are installed, and then only according to the terms of Ordinances No.'d. 8410, 817 (New Series), 861 (New Series) and amendments thereto.

Sixth. That the said lessee, paying the said rent and performing the covenants and agreements aforesaid, shall and may at all times during the said term, peaceably and quietly have, hold and enjoy the said premises for the term aforesaid.

Seventh. Said lessee agrees that on the last day of said term, or other sooner termination of this lease, the said lessee shall and will peaceably and quietly leave, surrender and yield up unto said City the said premises, in as good state and condition as the same are now in or may be put into, reasonable use and wear thereof and damage by the elements excepted.

Eighth. It is understood and agreed by the said parties that the said City may terminate this lease at any time by giving sixty (60) days' notice of such termination to the lessee, and by tendering to said lessee a proportionate part of any rentals paid in advance by said lessee.

Ninth. It is further agreed by and between the parties hereto that in case of the violation by the lessee of any of the terms and conditions of this lease, the City may either terminate this lease upon notice and take possession of the premises, or may enter and possess the same as the agent of the lessee and for its account.

Tenth. The City reserved the right to cancel this lease in the event the City deems the use of the land necessary for water development, either by raising the height of the present Lake Hodges Dam, or by erecting a new dam in the Lake Hodges Reservoir basin.

It is understood and agreed that a waiver by the City of any default hereunder shall not be considered, nor held to be, a waiver of any subsequent or other default, and also that consent to the subletting of said premises or any part thereof, or to the assignment of this sublease, shall not be construed or considered as a consent to any other or subsequent subletting or assignment.

It is further understood and agreed that if the Lessee shall make default in the performance of any of the terms, conditions or covenants of this sub-lease by the Lessee to be kept, observed or performed, Lessee will in such case pay to the City the expenses and costs incurred by the City in any action which may be commenced by the City based on, or arising out of, any such default, including a reasonable attorney's fee.

IN WITNESS WHEREOF, this agreement is executed by the City of San Diego, acting by and through the City Manager of said City, under and pursuant to Resolution No. 68812, of the Council, authorizing such execution, and said Lessee has hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO, Lessor
By R.W.FLACK, City Manager

OLIVER SIXSON, Lessee

I HEREBY APPROVE the form of the foregoing Lease this 3rd day of February, 1939.
D.L.AULT, City Attorney
By J.H.McKINNEY, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Oliver Sexson. Being Document No. 312045.

J.M.ASHLEY
City Clerk of the City of San Diego, California

By Helen M. Walling Deputy.

BOND

KNOW ALL MEN BY THESE PRESENTS, That ELECTRIC SUPPLIES DIST. COMPANY, a co-partnership composed of Sam L.Hall, Basil Guthrie and Fred G. Goss, as Principal and GREAT AMERICAN INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of NEW YORK as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of SEVEN HUNDRED SIXTY-SIX DOLLARS (\$766.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its heirs, executors, administrators, successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 3rd day of February, 1939.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to
Furnish and deliver to said City:

7650 feet lead covered cable, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 311623, and specifications referred to in said contract, and for the contract price therein set forth.

NOW, THEREFORE, if the said principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

ELECTRIC SUPPLIES DIST. COMPANY,
a co-partnership, Principal
By SAM L. HALL,
BASIL GUTHRIE
FRED G. GOSS
Co-partners,

(SEAL) ATTEST:

GREAT AMERICAN INDEMNITY COMPANY, Surety
By E.K.JAMES
By JESSIE F. MILLER
Attorneys-in-fact.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,) ss

On this 3rd day of February in the year one thousand nine hundred and thirty-nine, before me R.L.Paine a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared E.K.James and Jessie F. Miller known to me to be the Attorneys-in-Fact of the Great American Indemnity Company, the Corporation described in and that executed the within instrument, and also known to me to be the persons who executed it on behalf of the Corporation therein named, and they acknowledged to me that such Corporation executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my Official Seal, at my office, in the said County of San Diego, the day and year in this certificate first above written.

R.L.PAINE
Notary Public in and for the County of San Diego,
State of California.

(SEAL)
My Commission Will Expire,
1-12-42.

I hereby approve the form of the within Bond, this 3rd day of February, 1939.
D.L.AULT, City Attorney
By J.H.McKINNEY, Deputy City Attorney.

I hereby approve the foregoing Bond this 3rd day of February, 1939.
R.W.FLACK, City Manager

C O N T R A C T

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 3rd day of February, 1939, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and ELECTRIC SUPPLIES DIST. COMPANY, a co-partnership composed of Sam L. Hall, Basil Guthrie and Fred G. Goss, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City:

7650 feet lead covered cable, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 311623.

Delivery f.o.b. dock or cars, San Diego, California, within sixty (60) days from and after receipt of order at factory of General Cable Corporation, at Emerville, California.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

Three Thousand Sixty and 13/100 Dollars (\$3060.13), inclusive of eight (8) reels; the sum of One Hundred Fifty-eight Dollars (\$158.00), plus Four and 74/100 Dollars (\$4.74) California State Sales Tax, to be paid by the contractor to the City upon the return of reels to said contractor upon the following conditions:

"All reels returned in good condition, reasonable wear and tear excepted, within a period of twelve months from date of shipment from the factory, shall be credited to the purchaser at the price charged. If the period exceeds twelve months, the amount credited shall be the charged price less 5% per month (up to a total of 10 months) in excess of the twelve month period. Reels returned after a period of twenty-two months from date of shipment will be credited at 50% of the charged price, reasonable wear and tear excepted, but subject to an additional deduction if reels are returned in an abnormally deteriorated condition."

Said price of \$3060.10 includes the California State Sales Tax.

Said City, in consideration of the furnishing and delivery of said material by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said material by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit:

Three Thousand Sixty and 13/100 Dollars (\$3060.13) said payments to be made as follows:

Upon delivery of said material, and the acceptance of the same by the City Manager of said City, ninety per cent (90%) of the said contract price shall be paid said contractor, and ten per cent (10%) shall not become due and payable until a release shall have been executed and filed as hereinafter provided, and until five (5) days shall have elapsed after the expiration of the period within which liens may be filed under the provisions of Title IV, Part III, of the Code of Civil Procedure of the State of California. When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager of said City, and when a release of all claims against The City of San Diego under or by virtue of the contract shall have been executed by the contractor, and when five (5) days shall have elapsed after the expiration of the period within which liens may be filed, as hereinabove provided, final payment will be made, at such time, and in such manner as provided by law, of any balance due, including the percentage withheld as above stated, or such portion thereof as may be due the contractor.

Said contractor hereby agrees that they will be bound by each and every part of this contract, and deliver and cause to be delivered all of said material, as herein specified.

No interest in this agreement shall be transferred by the contractor to any other party, and any such transfer shall cause annulment of this contract, so far as The City of San Diego is concerned. All rights of action, however, for any breach of this contract are reserved to said City.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of The City of San Diego, or the general laws in effect in said City, shall said City or any department, board or officer thereof, be liable for any portion of the contract price; also that no extra work shall be done by said contractor unless authorized and directed by resolution of said Council to that effect.

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of the City of San Diego, pursuant to and under Resolution No. 68817, of the Council authorizing such execution, and the contractor has subscribed their names hereunto the day and year in this agreement first above written.

THE CITY OF SAN DIEGO
By R.W.FLACK, City Manager

ELECTRIC SUPPLIES DIST. COMPANY,
a co-partnership,
By SAM L. HALL
BASIL GUTHRIE
FRED G. GOSS
Co-partners.

I hereby approve the form of the foregoing contract, this 3rd day of February, 1939.
D.L.AULT, City Attorney
By J.H.McKINNEY, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Electric Supplies Dist. Co. for Lead Cable. Being Document No. 312050.
J.M.ASHLEY

City Clerk of the City of San Diego, California

By Helen M. Walling Deputy.

LEASE

THIS AGREEMENT OF LEASE, made and entered into this 1st day of February, 1939, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter called the Lessor, and G.T.DRINKWATER, of Lakeside, California, hereinafter called the Lessee WITNESSETH:

That the Lessor, for and in consideration of the payment of the rents to be paid by the Lessee, as hereinafter set forth, and in consideration of the covenants of the Lessee hereinafter set out and their faithful performance by such lessee, and upon and subject to the terms, conditions and reservations herein set forth, hereby leases unto the Lessee that portion of Tract "B", Rancho El Cajon, in the County of San Diego, State of California, particularly described as follows, to-wit:

Commencing at the northeasterly corner of that certain tract of land conveyed to The City of San Diego by Frank H. Rowley and Wife, by deed dated April 26, 1932, and recorded in Book 122, at page 287, Official Records of the County Recorder of said San Diego County; thence westerly along the northerly line of said Rowley Tract and westerly along the northerly line of that certain tract of land conveyed to The City of San Diego by Emma Pearl Vance by

Deed dated April 14, 1931, recorded in Book 1891, at page 229, of Deeds, Records of said County Recorder, a distance of 4620 feet, more or less, to the northwesterly corner of said tract of land so conveyed to the City by said Emma Pearl Vance; thence southerly along the westerly line of said Vance Tract, a distance of 1507.44 feet to the southwesterly corner thereof; thence south 72° 10' east along the southwesterly line of said Vance Tract in said Tract "B", a distance of 1659.82 feet, more or less, to the most southerly corner of said Vance Tract, said last described point being also the southwesterly corner of that certain tract of land conveyed to Annie M. Lane by deed recorded in Book 279, at page 8 of Deeds, Records of said County Recorder; thence northerly along the westerly line of said Lane Tract and northerly along the westerly line of that certain tract of land conveyed to Louis Bothamley by deed recorded in Book 131, at page 374, of Deeds, Records of said County Recorder, a distance of 1075 feet to the northwesterly corner of said Bothamley Tract; thence easterly along the northerly line of said Bothamley Tract and the easterly prolongation thereof, a distance of 1060 feet to an intersection with the westerly line of that certain tract of land conveyed to The City of San Diego by deed of the Gilchrist Estate Company, a corporation, dated April 8, 1926, recorded in Book 1204, at page 354, of Deeds, said County Recorder's Records, said last described point also being on the north and south center line of Section 23, Township 15 South, Range 1 West, S.B.B. & M.; thence south along the center line of said Section 23, a distance of 2748 feet to the center of said Section 23, said last described point also being the southwesterly corner of said tract of land so conveyed to The City of San Diego by the Gilchrist Estate Company; thence east along the south line of said tract of land so conveyed to The City of San Diego by said Gilchrist Estate Company, a distance of 1323.4 feet to a point; thence due north 153 feet to a point; thence north 44° 16' east along the southeasterly line of said tract of land so conveyed to The City of San Diego by said Gilchrist Estate Company, a distance of 924.30 feet to the most easterly corner thereof; thence northerly along the easterly line of said tract of land so conveyed to the City by the Gilchrist Estate Company and along the easterly line of said tract of land so conveyed to the City by said Rowley and wife, to the point of commencement; containing 245 acres of land, more or less.

Subject, however, to all easements, encumbrances and liens of every kind, nature, and description whatsoever existing against or in respect to said property; for the term of three (3) years commencing on the 12th day of January, 1939, and ending on the 11th day of January, 1942, at a rental of One Hundred Fifty Dollars (\$150.00) per year, payable semi-annually in advance during the term of this lease.

In consideration of the premises the Lessee agrees with the Lessor as follows:

- (1) That the Lessee will pay the said rental promptly at the times the same becomes payable, as above provided.
- (2) That the Lessee will use the land for grazing and/or agricultural purposes only.
- (3) That the Lessee will not pump water from any of the wells located on the land.
- (4) That all expenses necessary to maintaining and keeping in repair all buildings and fences on the land shall be paid by the Lessee.
- (5) That all improvements of any kind or nature placed upon the land during the term of this lease shall become the unencumbered property of the Lessor at the termination of the term of this lease.
- (6) That the City shall have the right to enter upon said lands for the purpose of inspecting same for water development.
- (7) It is understood and agreed by the said parties that the said City may terminate this lease at any time by giving sixty (60) days' notice of such termination to the lessee, and by tendering to said lessee a proportionate part of any rentals paid in advance by said lessee.
- (8) The Lessee shall not have the right to make, or suffer to be made, any alterations in said premises, or any buildings or improvements thereon, except as hereinbefore mentioned, without first obtaining, in each instance, the written consent thereto by the Lessor; nor shall the Lessee have the right to underlet said premises, or any part thereof, or to assign this lease, without first obtaining, in each instance, the written consent thereto by the Lessor.

(9) The Lessor reserves all gas, oil and mineral rights in and on said premises herein, and shall always have the right of ingress and egress at all times for the purpose of prospecting or drilling for oil, gas and minerals.

It is agreed that if any default shall be made by the Lessee in the payment of any rent promptly when the same shall become due according to the terms hereof, or in respect to the performance or observance of any covenants, term or condition of this lease to be kept or observed by the Lessee, the Lessor shall have the right to terminate this lease and to enter upon said premises and take possession of the same, and of each and every part thereof, and the Lessee shall peaceably surrender full possession of said premises to the Lessor.

It is understood and agreed that a waiver by the Lessor of any default hereunder shall not be considered, nor held to be, a waiver of any subsequent or other default, and also that consent to the subletting of said premises or any part thereof, or to the assignment of this lease, shall not be construed or considered as a consent to any other or subsequent subletting or assignment.

It is further understood and agreed that if the Lessee shall make default in the performance of any of the terms, conditions or covenants of this lease by the Lessee to be kept, observed or performed, Lessee will in such case pay to the Lessor the expenses and costs incurred by the Lessor in any action which may be commenced by the Lessor based on, or arising out of, any such default, including a reasonable attorney's fee.

IN WITNESS WHEREOF, The City of San Diego has caused this lease to be executed and its name to be hereunto affixed by the City Manager, and attested by the City Clerk, thereunto duly authorized by Resolution No. 68811, and the said Lessee has hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO, Lessor.
By R W Flack City Manager

G T. DRINKWATER

I HEREBY APPROVE the form of the foregoing Lease, this 7th day of February, 1939.

D. L. AULT, City Attorney,
By J. H. McKinney
Deputy City Attorney

I HEREBY CERTIFY the above and foregoing is a full, true and correct copy of Lease with G.T.Drinkwater. Being Document No. 312127.

J.M.ASHLEY
City Clerk of the City of San Diego, California

By

Helen M. Wallis Deputy

L E A S E

THIS AGREEMENT, made and entered into this 1st day of February, 1939, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated as the City, and EDWARD METCALF, hereinafter designated as the Lessee, WITNESSETH:

That the City, for and in consideration of the payment of the rent to be paid by the Lessee, as hereinafter set forth, and in consideration of the covenants of the Lessee hereinafter set out and their faithful performance by such Lessee, and upon and subject to the terms, conditions and reservations herein set forth, does by these presents lease, demise and let unto the said Lessee the following described property, situate in the County of San Diego, State of California, to-wit:

All that portion of Pueblo Lot 1102 of the Pueblo Lands of San Diego, according to Map thereof made by James Pascoe in the year 1870, a copy of which Map is filed as Miscellaneous Map No. 36, in the office of the County Recorder of San Diego County, California, particularly described as follows, to-wit:

Commencing at the southwesterly corner of said Pueblo Lot 1102; thence northerly along the westerly line of said Pueblo Lot 1102, a distance of 473.75 feet to a point; thence at right angles easterly a distance of 295.32 feet to a point; thence at right angles southerly a distance of 473.75 feet to the southerly line of said Pueblo Lot 1102; thence westerly along the southerly line of said Pueblo Lot 1102, 295.32 feet to the point of commencement; excepting herefrom all public streets and highways.

For a term of one (1) years, beginning on the 1st day of February, 1939, and ending on the 31st day of January, 1940, at the following rentals: Twelve Dollars (\$12.00) per year payable in advance at the office of the Lessor during said term.

In consideration of the covenants herein contained the parties hereto agree as follows:

First. That the above described premises are leased to said lessee for agricultural and residential purposes only, and for no other purpose or purposes.

Second. That this lease shall not be assigned or transferred, nor shall the said lessee have the right to sublet the leased premises, or any part thereof, without the consent in writing of the ~~Common~~ Council of said City.

Third. That the City reserves all gas, oil, removal of sand or earth material, and mineral rights in and on said premises herein leased, with the right to go upon said property and prospect or drill for oil, gas and minerals.

Fourth. That the lessee shall keep and maintain said premises in as good repair and condition as he may receive them at his own expense (ordinary wear and tear and the acts of God excepted) and the said City shall not be called upon to make any expenditures or repairs on said premises.

Fifth. The City reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of same, and/or for the purpose of drilling, operating and maintaining wells and pipelines on said premises, and for the purpose of making repairs to or developing the water system of said City; but the City shall not be required to furnish any water on said premises, except for domestic purposes, where mains and connections are installed, and then only according to the terms of Ordinances No.'d 8410, 817 (New Series), 861 (New Series) and amendments thereto.

Sixth. That the said lessee, paying the said rent and performing the covenants and agreements aforesaid, shall and may at all times during the said term, peaceably and quietly have, hold and enjoy the said premises for the term aforesaid.

Seventh. Said lessee agrees that on the last day of said term, or other sooner termination of this lease the said lessee shall and will peaceably and quietly leave, surrender and yield up unto said City the said premises, in as good state and condition as the same are now in or may be put into, reasonable use and wear thereof and damage by the elements excepted.

Eighth. It is understood and agreed by the said parties that the said City may terminate this lease at any time by giving sixty (60) days' notice of such termination to the lessee, and by tendering to said lessee a proportionate part of any rentals paid in advance by said lessee.

Ninth. It is further agreed by and between the parties hereto that in case of the violation by the lessee of any of the terms and conditions of this lease, the City may either terminate this lease upon notice and take possession of the premises, or may enter and possess the same as the agent of the lessee and for its account.

It is understood and agreed that a waiver by the Lessor of any default hereunder shall not be considered, nor held to be a waiver of any subsequent or other default, and also that consent to the subletting of said premises or any part thereof, or to the assignment of this lease, shall not be construed or considered as a consent to any other or subsequent subletting or assignment.

It is further understood and agreed that if the Lessee shall make default in the performance of any of the terms, conditions or covenants of this lease by the Lessee to be kept, observed or performed, Lessee will in such case pay to the City the expenses and costs incurred by the City in any action which may be commenced by the City based on, or arising out of, any such default, including a reasonable attorney's fee.

IN WITNESS WHEREOF, this agreement is executed by The City of San Diego, acting by and through the City Manager of said City, and said Lessee has hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO, Lessor,
By R W Flack City Manager

EDWARD METCALF, Lessee

I HEREBY APPROVE the form of the foregoing Lease this 8th day of February, 1939.

D.L.AULT, City Attorney,
By J.H.McKinney Deputy City Attorney.

I HEREBY CERTIFY the above and foregoing is a full, true and correct copy of Lease with Edward Metcalf on Portion of Pueblo Lot 1102. Being Document No. 312137.

J.M.ASHLEY
City Clerk of the City of San Diego, California

By Helen M. Walling Deputy

C O N T R A C T

KNOW ALL MEN BY THESE PRESENTS, That HERCULES OIL COMPANY OF SAN DIEGO, INC., a corporation, as Principal and HARTFORD ACCIDENT & INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of CONNECTICUT as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Seven thousand five hundred Dollars (\$7,500.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 14th day of February, 1939.

The condition of the above and foregoing obligation is such, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish and deliver to The City of San Diego, from time to time, as ordered or required by the City:

Petrol Ethyl, at the price of	Per Gallon
Super Petrol (2nd Structure), at the price of	\$0.142
Rex Gasoline (3rd Structure), at the price of	\$0.122
	\$0.117

during the period beginning February 15, 1939, and ending July 15, 1939, in accordance with the specifications referred to in said contract, and for the contract price therein set forth.

NOW, THEREFORE, if the said principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

HERCULES OIL CO. OF SAN DIEGO (Inc)
MELVIN L. NEVITT, President
H. S. BELL Sec.

ATTEST: H.S.BELL, Sec.

Principal. (SEAL)

HARTFORD ACCIDENT & INDEMNITY COMPANY
Surety. (SEAL)
By GEO.H.MURCH
Geo.H.Murch, Attorney in fact.

ATTEST: J. HAWKINS

STATE OF CALIFORNIA,)
County of San Diego)SS.

On this 14th day of February, before me, Marston Burnham, in the year one thousand and nine hundred and thirty nine, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared GEO. H. MURCH known to me to be the duly authorized Attorney-in-Fact of the HARTFORD ACCIDENT AND INDEMNITY COMPANY, and the same person whose name is subscribed to the within instrument as the Attorney-in-Fact of the said Company, and the said GEO. H. MURCH duly acknowledged to me that he subscribed the name of the Hartford Accident and Indemnity Company thereto as Surety and his own name as Attorney-in-Fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

(SEAL) MARSTON BURNHAM
Notary Public in and for San Diego County, State
My Commission Expires April 27, 1942 of California.

I hereby approve the form of the within Bond, this 14th day of February, 1939.

APPROVED FEB 14 1939
R.W.FLACK
City Manager

D.L.AULT
City Attorney
By H.B.DANIEL
Asst. City Attorney.

C O N T R A C T

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 14th day of February, 1939, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and the HERCULES OIL COMPANY OF SAN DIEGO, INC., party of the second part, and hereinafter sometimes designated as the Contractors, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractors by said City, in manner and form as hereinafter provided, said contractors hereby covenant and agree to and with said City to furnish and deliver to the City, from time to time as ordered or required by the City:

Petrol Ethyl, at the price of.....	Per Gallon
Super Petrol (2nd Structure), at the price of	\$0.142
Rex Gasoline (3rd Structure), at the price of	\$0.122
	\$0.117

during the period beginning February 15, 1939 and ending July 15, 1939. Said gasoline shall be in accordance with the specifications submitted in the bid of the contractors.

Deliveries of said gasoline, at the price for the several grades as hereinabove specified, shall be made to the City storage tanks located within the City limits of the City on deliveries of 40 gallons or more, and shall also include deliveries to The City of San Diego's stations located at Hodges Grove, Bernardo Bridge, Lockwood Mesa, El Capitan Dam, Otay Dam and Torrey Pines Pumping Station. The same price per gallon on each grade of gasoline shall apply if delivered at the contractors' plant in San Diego direct to the tank trucks of the City.

It is understood and agreed that the price per gallon on each grade of gasoline, as hereinabove stated, shall be the maximum price to be charged The City of San Diego during the period of this contract, and any extension thereof as hereinafter provided; and that should tank wagon or consumer price on major brands of gasoline be reduced below tank wagon or consumer price in effect at the time of entering into this contract, The City of San Diego shall be allowed the benefit of such reduction from the price or prices herein stated, during the time such lower tank wagon or consumer prices are in effect.

The City shall have, and it is hereby given, the option to extend the term of this contract for a period beginning July 15, 1939 and ending July 15, 1940, and the contractors expressly agree that in the event of such extension they will be bound by every term and condition herein expressed and will supply the gasoline requirements of the City, during such extended period, of the several grades and qualities and at the prices herein agreed upon.

The City agrees that it will purchase from the contractors, during the period of this contract or any extension thereof, all of its requirements of the several grades of gasoline hereinabove described, and that the minimum total requirements during the period from February 15, 1939 to July 15, 1939 will be 200,000 gallons, it being expressly understood and agreed, however, that the City shall be entitled to purchase any amount of any one or all of said several grades of gasoline in excess of said total minimum that it may desire.

Said City, in consideration of the furnishing and delivery of said material by said contractors according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractors herein undertaken and agreed upon, will pay said contractors as follows:

Payment will be made for gasoline purchased in accordance with purchase orders and deliveries until ninety per cent (90%) of the gasoline to be purchased under the contract has been paid for. Payment for the final ten per cent (10%) of the gasoline delivered will not be made until completion of the contract, and until releases shall have been executed and filed as hereinafter provided, and until five days shall have elapsed after expiration of the period within which liens may be filed under the provisions of Title 4, Part 3 of the Code of Civil Procedure of the State of California, approximately 35 days after completion of contract.

Said contractors hereby agree that they will be bound by each and every part of this contract, and deliver and cause to be delivered all of said gasoline, as herein specified.

No interest in this agreement shall be transferred by the Contractors to any other party, and any such transfer shall cause annulment of this contract, so far as The City of San Diego is concerned. All rights of action, however, for any breach of this contract are reserved to said City.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of The City of San Diego, or the general laws in effect in said City, shall said City or any department, board or officer thereof, be liable for any portion of the contract price; also that no extra work shall be done by said contractors unless authorized and directed by resolution of said Council to that effect.

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 68888 of the Council authorizing such execution, and the contractors have hereunto subscribed their names the day and year in this agreement first above written.

THE CITY OF SAN DIEGO,
By R.W.FLACK

City Manager
HERCULES OIL CO. OF SAN DIEGO (Inc) (SEAL)
MELVIN L. NEVITT
President

H.S.BELL Sec.

I HEREBY APPROVE the form of the foregoing contract, this 14th day of February, 1939.

D.L.AULT, City Attorney
By H.B.DANIEL, Asst. "

I HEREBY CERTIFY the above and foregoing is a full, true and correct copy of Contract with Hercules Oil Co. for furnishing Gasoline. Being Document No. 312205.

J.M.ASHLEY

City Clerk of the City of San Diego, California

By Helen M. Willey Deputy

LEASE

THIS AGREEMENT OF LEASE, made and entered into this 14th day of February, 1939, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter called the Lessor, and C.H.FOSTER and R.E.FOSTER, of Ramona, California, hereinafter called the Lessees, WITNESSETH:

That the Lessor, for and in consideration of the payment of the rents to be paid by the Lessees, as hereinafter set forth, and in consideration of the covenants of the Lessees hereinafter set out and their faithful performance by such lessees, and upon and subject to the terms, conditions and reservations herein set forth, hereby sublets unto the Lessees that certain real property situated in the County of San Diego, State of California, and particularly described as follows, to-wit:

The West Half of Section 14; the northwest quarter, the north half of the southwest quarter, the southwest quarter of the southwest quarter, the south half of the northeast quarter and the northwest quarter of the southeast quarter of Section 23; the northwest quarter of the northwest quarter, the south half of the northwest quarter and the northwest quarter of the southwest quarter of Section 26; the northeast quarter, the south half of the northwest quarter and the north half of the southwest quarter of Section 27; all in Township 12 South, Range 1 East, S.B.B. & M., in the County of San Diego, State of California, according to United States Government Survey Map of record, being 1200 acres of land, more or less; subject to all easements, encumbrances and liens of record, and subject to any rights of the United States of America to maintain and operate a transient camp or CCC Camp, or other relief camp, as may now or hereafter be located upon a part of said lands;

TO HAVE AND TO HOLD the said premises and each and every parcel thereof unto the said Lessees, For a period of three (3) years, commencing on the 1st day of January, 1939, and ending on the 31st day of December, 1941, unless sooner terminated as herein provided, at the following rental:

Two Hundred Fifty-two Dollars (\$252.00) per year, payable semi-annually in advance during the term of this lease.

In consideration of the premises the Lessees agree with the Lessor as follows:

- (1) That the Lessees will pay the said rental promptly, at the times the same becomes payable, as above provided;
- (2) That the Lessees will use the land for stock grazing and/or agricultural purposes only;
- (3) That the Lessees will construct such stockproof fences, or other fences, as required, at their own expense, and upon the termination of this lease all exterior boundary line fences or fences intended to enclose the land leased from adjoining lands, and all fences along the side lines of any public road within the tract leased, shall be left in place and become the unencumbered property of the Lessor;
- (4) That the Lessor shall have the right to enter said lands for inspection purposes, and for the purpose of water development;
- (5) That no timber, sand or gravel shall be taken from the land except by The City of San Diego, or its authorized agents;
- (6) The Lessor reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of

the same and of the crops and improvements thereon, and for the purpose of water development;

(7) The Lessor reserves all gas, oil and mineral rights in and on said premises herein subleased, with the right to go upon said property and prospect or drill for oil, gas and minerals; and for the purpose of drilling, operating and maintaining wells and pipelines on the said demised premises;

(8) That this lease shall not be assigned or transferred, nor shall the said Lessees have the right to sublet the leased premises, or any part thereof, without the consent in writing of the Council of said City.

It is agreed that if any default shall be made by the Lessees in the payment of any rent promptly when the same shall become due, according to the terms hereof, or in respect to the performance or observance of any covenant, term or condition of this lease to be kept or observed by the Lessees, the Lessor shall have the right to terminate this lease and to enter upon said premises and take possession of the same, and of each and every part thereof, and the Lessees shall peaceably surrender full possession of said premises to the Lessor.

It is understood and agreed that a waiver by the Lessor of any default hereunder shall not be considered, nor held to be, a waiver of any subsequent or other default, and also that consent to the subletting of said premises or any part thereof, or to the assignment of this lease, shall not be construed or considered as a consent to any other or subsequent subletting or assignment.

It is further understood and agreed that if the Lessees shall make default in the performance of any of the terms, conditions or covenants of this lease by the Lessees to be kept, observed or performed, Lessees will in such case pay to the Lessor the expenses and costs incurred by the Lessor in any action which may be commenced by the Lessor based on, or arising out, of any such default.

IN WITNESS WHEREOF, The City of San Diego has caused this lease to be executed and its name to be hereunto affixed by the City Manager, pursuant to Resolution No. 68652 of the City Council authorizing such execution, and the Lessees have hereunto subscribed their names, the day and year first hereinabove written.

THE CITY OF SAN DIEGO, Lessor
By R.W. FLACK

City Manager

R.E. & C.H. FOSTER

By R. E. FOSTER Lessees

I HEREBY APPROVE the form of the foregoing Lease this 15th day of February, 1939.

D.L. AULT, City Attorney

By J.H. McKINNEY

Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with C.H. Foster and R.E. Foster. Being Document No. 312211.

J.M. ASHLEY

City Clerk of the City of San Diego, California

By Helen M. Willey Deputy

LEASE

THIS INDENTURE OF LEASE, made and entered into this 1st day of Jan, 1939, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, acting by and through the Harbor Commission of said City, as Lessor, herein-after sometimes called the City, and SHELL OIL COMPANY, a California corporation, herein-after designated as the Lessee, WITNESSETH:

That the City, Lessor as aforesaid, does by these presents demise and let unto the Lessee, upon the terms and conditions, and for the purposes and uses hereinafter recited, and the Lessee hereby hires and accepts from the City, upon the terms and conditions and for the uses and purposes hereinafter recited, all those lands bordering and extending into the Bay of San Diego, and being a portion of those lands conveyed to The City of San Diego by the State of California under the provisions of that certain Act of the Legislature, entitled, "An Act conveying certain tidelands and lands lying under inland navigable waters situated in the Bay of San Diego to the City of San Diego, in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof," approved on the first day of May, 1911, and as subsequently amended, more particularly described as follows, to-wit:

Lots 14, 13 and the southerly 24.81 feet of Lot 12 in Block No. 4 Municipal Tidelands Subdivision, Tract No. 1, as shown on Map on file in the office of the City Clerk of The City of San Diego, under Document No. 100007, excepting therefrom a strip 8 feet in width along the easterly end of said lots for the widening of Pacific Highway, containing 11,275 feet of tideland area.

The lands hereinabove described being shown on the map or plat attached hereto, marked Exhibit "A", and made a part of this lease.

TO HAVE AND TO HOLD the said premises and each and every parcel thereof unto the said Lessee, for the period of five (5) years, beginning on the 1st day of Feb, 1939, and ending on the 31st day of January, 1944, unless sooner terminated as herein provided, at the following rentals:

A sum of money equal to one cent (1¢) per gallon upon all gasoline sold by the Lessee at the leased premises each month; provided, nevertheless, that in any event the Lessee shall pay monthly, as a minimum guaranteed rental, a sum not less than One hundred dollars (\$100.00).

In this connection the Lessee hereby covenants and agrees that it will at all times during the life of this lease keep true, accurate and complete records of all sales of gasoline made by it at the leased premises, and that not later than the tenth of each month during the life of this lease it will render a statement to the Lessor showing the exact number of gallons of gasoline sold by it during the preceding month, together with the amount, if any, payable to the Lessor as hereinabove provided, and will accompany the same with a remittance of the amount so shown to be due; provided, however, that the Lessor shall, through its duly authorized agents or representatives, have the right at any and all reasonable times to examine and audit said records for the purpose of determining the accuracy thereof, and of the monthly statements of gasoline sales hereinabove required to be made.

It is agreed and understood that portions of the leased premises are to be and may be used by sub-tenants without further consent of the Lessor; but it is further understood and agreed that neither the whole nor any part of this lease shall be assigned so as to relieve the Lessee herein mentioned, without the consent of the Harbor Commission,

evidenced by resolution duly adopted; provided, further, that said Lessee will remain as fully obligated to the Lessor as if this consent to sublease did not exist.

The Council of said City and the Harbor Commission of said City and the people of said City hereby reserve the right and privilege to annul, change or modify this lease if and when the leased property shall become needed for public use, upon the payment to said Lessee of reasonable compensation for damages occasioned by said annulment, change or modification. The reasonable compensation herein provided to be paid to the Lessee shall be based upon and limited to compensation for the actual value of such buildings, structures and physical improvements placed upon the demised premises by the Lessee as are required, authorized or permitted under the terms of this lease, and shall not be held to include compensation to said Lessee for any damage to, interference with, or loss of business or franchise occasioned by any such amendment, change or modification.

In addition to the foregoing provisions, it is hereby agreed by the parties to this lease that the same is granted and accepted upon the further terms and conditions hereinafter provided, to-wit:

(1) That the demised premises shall be used only for the purpose of erecting, constructing, conducting and maintaining thereon what is commonly known as a "service station," for the servicing and repair of automobiles, the sale of automobile parts and accessories, gasoline and oil, tires, batteries, and other goods, wares and merchandise ordinarily handled by or in connection with the service stations of the Lessee; together with the right to construct such building or buildings as may be necessary or convenient for conducting and carrying on such business or businesses.

(2) That all plans for buildings, structures and improvements to be erected or placed upon said leased premises shall comply with all the ordinances and regulations of The City of San Diego, and shall be subject to the approval of the Harbor Commission and the Planning Commission of said City.

(3) Prior to the expiration of the term of this lease the Lessee may remove, and within thirty (30) days from the termination or cancellation of this lease shall remove, any and all structures and equipment, whether affixed to the soil or not, erected or placed by the Lessee upon said premises, at its own cost and expense, but if the same are not so removed they shall become the property of the Lessor without cost.

(4) At no time during the life of this lease shall The City of San Diego be required to make any improvement on or for the benefit of the said leased lands hereinabove described.

(5) In the event the Lessee shall fail to fulfill in any manner the uses and purposes for which the said premises are leased, as above stated, or shall fail or refuse to perform the obligations by it under this lease undertaken, and shall persist in any such failure or refusal for a period of thirty (30) days after receiving notice from the Lessor requiring it to comply with the provisions of this lease in any and all respects wherein the Lessee may be in default, then and in that event this lease shall terminate, and said Lessee shall have no further rights hereunder, and the said Lessee shall thereupon forthwith remove from said premises, and shall have no further right or claim thereto, and that the said City shall immediately thereupon, without recourse to the courts, have the right to take possession of said premises, and said Lessee shall forfeit all rights and claims thereto and thereunder; and said Lessee, in accepting this lease, hereby acknowledges the right of said City to take possession of said premises immediately upon the neglect or refusal of said Lessee to comply with the terms and conditions hereinbefore mentioned.

(6) That the Lessee, upon the payment of the first installment of rent, as herein provided, and the execution of this lease, shall be placed in possession, and upon the faithful and timely performing and observing of all the covenants and conditions herein contained the Lessee may peaceably hold and enjoy the said premises during the said term without any interruption by the Lessor, subject to the terms of this lease.

(7) Reference is hereby made to all laws as now existing, and as hereafter amended or enacted, applicable to the leasing of tidelands by The City of San Diego, and by such reference all restrictions or conditions imposed or reservations made thereby are made a part of this lease, with like effect as though the same were expressly set forth herein.

It is further understood and agreed that at the expiration of the term of this lease, if the Lessee shall have faithfully perform all the terms, conditions and obligations of this lease, it shall be entitled to an extension of said term for an additional period of five (5) years, upon the same terms and conditions as are herein contained, save only that the amount of rental to be paid for such extended term of five (5) years shall be a sum of money equal to one cent (1¢) per gallon upon all gasoline sold by the Lessee at the leased premises each month; provided, nevertheless, that in any event the Lessee shall pay monthly, during said extended term, as a minimum guaranteed rental, a sum not less than One hundred fifty dollars (\$150.00). If the Lessee shall desire and intend to avail itself of the right herein reserved to such extended term, it shall notify the City in writing thereof at least ninety (90) days prior to the expiration of the five-year term of this lease. The failure of the Lessee so to do shall relieve the City from any obligation to make such extension.

IN WITNESS WHEREOF, a majority of the members of the Harbor Commission of The City of San Diego, acting for and on behalf of said City, have hereunto subscribed their names as and for the act of said City, and the said Corporation, Lessee as aforesaid, has caused this instrument to be executed, and its corporate name and seal to be hereunto affixed by its proper officers, the day and year first hereinabove written.

This instrument is executed in duplicate, both of which shall be deemed originals.

THE CITY OF SAN DIEGO

By R. H. VAN DEMAN

EMIL KLICKA

Members of the Harbor Commission of The City of San Diego.

APPROVED AS TO FORM R.P. LEGAL DEPT.

(SEAL)

SHELL OIL COMPANY

By L.G. McLAREN Vice President

ATTEST: A.R. BRADLEY Secretary

STATE OF CALIFORNIA,)
County of San Francisco) SS.

On This 7 day of February, A.D., 1939, before me, Andrew J. Conway a Notary Public in and for said County and State, personally appeared L.G. McLaren and A.R. Bradley, known to me to be the Vice President and Secretary respectively of the Shell Oil Company, the Corporation that executed the within Instrument, known to me to be the person who executed the within instrument, on behalf of the Corporation, therein named, and acknowledged to me that such Corporation executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

ANDREW J. CONWAY

(SEAL)

Notary Public in and for said County and State.

I hereby approve the form of the foregoing Lease, this 19 day of Dec., 1938.

D.L.AULT

City Attorney

By H.B.DANIEL

Assistant City Attorney.

I HEREBY CERTIFY the above and foregoing is a full, true and correct copy of Tidelands Lease with Shell Oil Company. Being Document No. 312265.

J.M.ASHLEY

City Clerk of the City of San Diego, California

By Helen M. Willis Deputy

L E A S E

THIS INDENTURE OF LEASE, made and entered into this 1 day of Jan, 1939, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, acting by and through the Harbor Commission of said City, as Lessor, hereinafter sometimes called the City, and SUNSET OIL COMPANY, a corporation, hereinafter designated as the Lessee, WITNESSETH:

That the City, Lessor as aforesaid, does by these presents demise and let unto the Lessee, upon the terms and conditions, and for the purposes and uses hereinafter recited, and the Lessee hereby hires and accepts from the City, upon the terms and conditions and for the uses and purposes hereinafter recited, all those lands bordering and extending into the Bay of San Diego, and being a portion of those lands conveyed to The City of San Diego by the State of California under the provisions of that certain Act of the Legislature, entitled, "An Act conveying certain tidelands and lands lying under inland navigable waters situated in the Bay of San Diego to the City of San Diego, in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof," approved on the first day of May, 1911, and as subsequently amended, more particularly described as follows, to-wit:

Beginning at the point of intersection of the southwesterly line of Atlantic Street with the southeasterly line of Juniper Street, said point being the most northerly corner of Block 4, Municipal Tideland Subdivision Tract No. 1, according to the map thereof filed in the office of the City Clerk of The City of San Diego and numbered Document No. 93116; thence southwesterly along the southeasterly line of Juniper Street a distance of 8 feet to the true point of beginning; thence southeasterly on a line parallel to and distant 8 feet southwesterly from the southwesterly line of Atlantic Street a distance of 100 feet to a point; thence southwesterly on a line parallel to and distant 100 feet southeasterly from the southeasterly line of Juniper Street a distance of 45 feet to a point; thence northwesterly on a line parallel to and distant 53 feet southwesterly from the southwesterly line of Atlantic Street a distance of 100 feet to a point on the southeasterly line of Juniper Street; thence northeasterly along the southeasterly line of Juniper Street a distance of 45 feet to the true point or place of beginning, containing 4500 square feet, or 0.1033 acres, of land.

The lands hereinabove described being shown on the map or plat attached hereto, marked Exhibit "A", and made a part of this lease.

TO HAVE AND TO HOLD the said premises and each and every parcel thereof unto the said Lessee, for the period of five (5) years, beginning on the 1st day of Jan, 1939, and ending on the 31st day of December, 1944, unless sooner terminated as herein provided, at the following rentals:

A sum of money equal to six cents (6¢) per square foot per year, payable in advance on the first day of each and every month during said term.

It is agreed and understood that portions of the leased premises may be used by subtenants, and that concessions may be granted by the Lessee, without further consent of the Lessor; but it is further understood and agreed that neither the whole nor any part of this lease shall be assigned so as to relieve the Lessee herein mentioned, without the consent of the Harbor Commission evidenced by resolution duly adopted; and provided, further, that said Lessee shall remain as fully obligated to the Lessor as if this consent to sublease or to grant concessions did not exist.

The Council of said City and the Harbor Commission of said City and the people of said City hereby reserve the right and privilege to annul, change or modify this lease if and when the leased property shall be needed for public use, upon the payment to said Lessee of reasonable compensation for damages occasioned by said annulment, change or modification. The reasonable compensation herein provided to be paid to the Lessee shall be based upon and limited to compensation for the actual value of such buildings, structures and physical improvements placed upon the demised premises by the lessee as are required, authorized or permitted under the terms of this lease, and shall not be held to include compensation to said Lessee for any damage to, interference with, or loss of business or franchise occasioned by any such amendment, change or modification.

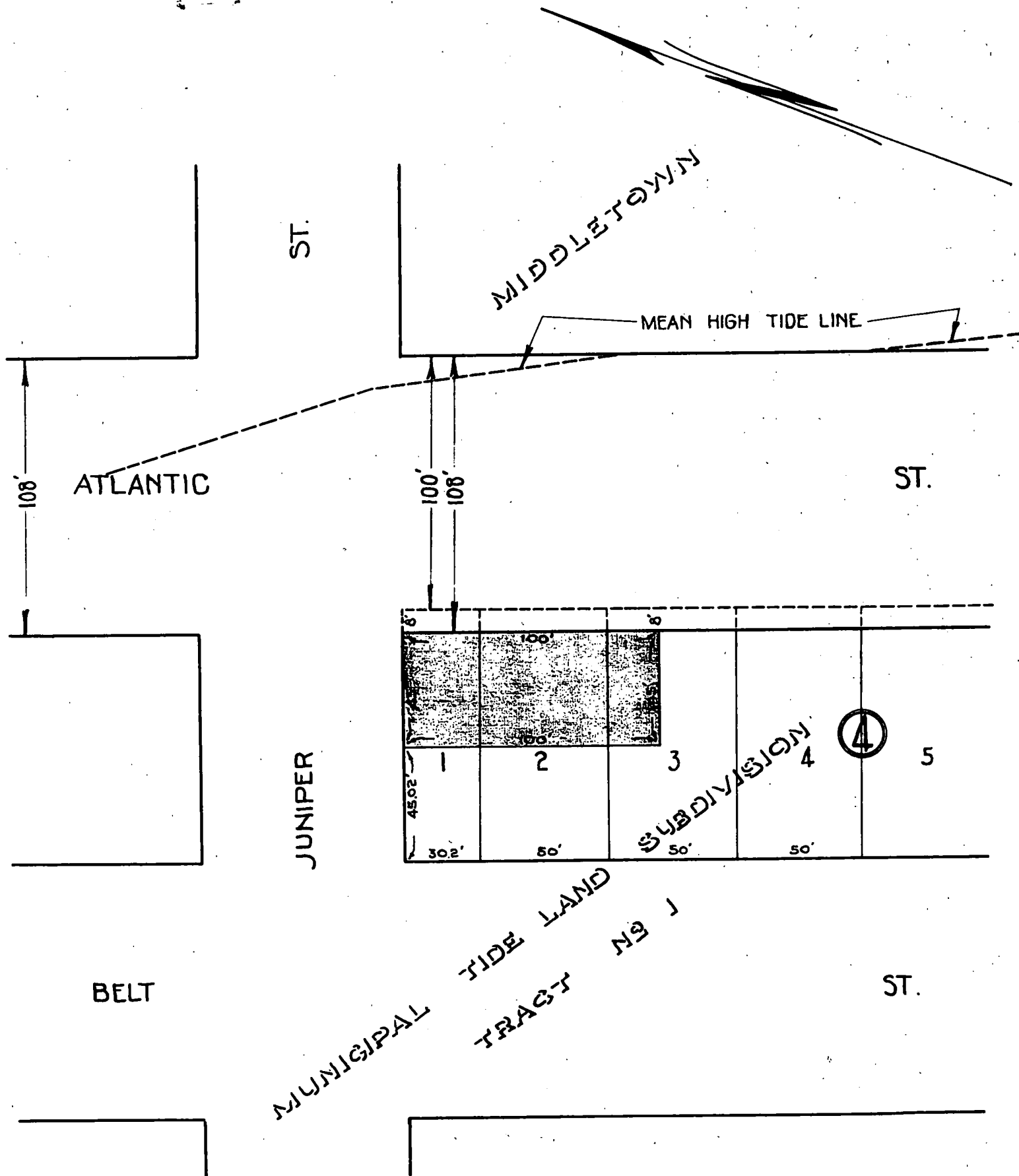
In addition to the foregoing provisions, it is hereby agreed by the parties to this lease that the same is granted and accepted upon the further terms and conditions hereinafter provided, to-wit:

(1) That the demised premises shall be used only for the purpose of erecting, constructing, conducting and maintaining thereon a gasoline and oil service station, for the servicing and repair of automobiles, the sale of automobile parts and accessories, gasoline and oil, tires, batteries and other goods, wares and merchandise ordinarily handled by service stations; together with the right to construct such building or buildings as may be necessary or convenient for conducting and carrying on such business or businesses.

(2) That all plans for buildings, structures, and other improvements erected or placed upon said leased premises shall comply with all the ordinances and regulations of The City of San Diego, and shall be subject to the approval of the Harbor Commission and the Planning Commission of said City. That at no time during the life of this lease shall signs or billboards be erected or maintained on said leased property except for the purpose of advertising such products, goods, wares or merchandise as are hereby permitted to be handled or sold on the leased premises.

(3) Prior to the expiration of the term of this lease the Lessee may remove, and within thirty (30) days from the termination or cancellation of this lease shall remove, any and all structures and equipment, whether affixed to the soil or not, erected or placed by the Lessee upon said premises, at its own cost and expense, but if the same are not so removed they shall become the property of the Lessor without cost.

(4) At no time during the life of this lease shall The City of San Diego be required to make any improvement on or for the benefit of the said leased lands hereinabove described.



Note - Portion to be leased shown shaded.

Drawn by Bub
Traced by
Checked by M. N. D.
Approved by

Port Director,

HARBOR DEPARTMENT-CITY OF SAN DIEGO
SUNSET OIL CO.
LEASE

Date Dec. 30, 1938
Scale 1" = 50'
Drawing No

7B

(5) In the event the Lessee shall fail to fulfill in any manner the uses and purposes for which the said premises are leased, as above stated, or shall fail or refuse to perform the obligations by it under this lease undertaken, and shall persist in any such failure or refusal for a period of thirty (30) days after receiving notice from the Lessor requiring it to comply with the provisions of this lease in any and all respects wherein the Lessee may be in default, then and in that event this lease shall terminate, and said Lessee shall have no further rights hereunder, and the said Lessee shall thereupon forthwith remove from said premises, and shall have no further right or claim thereto, and that the said City shall immediately thereupon, without recourse to the courts, have the right to take possession of said premises, and said Lessee shall forfeit all rights and claims thereto and thereunder; and said Lessee, in accepting this lease, hereby acknowledges the right of said City to take possession of said premises immediately upon the neglect or refusal of said Lessee to comply with the terms and conditions hereinbefore mentioned.

(6) That the Lessee, upon the payment of the first installment of rent, as herein provided, and the execution of this lease, shall be placed in possession, and upon the faithful and timely performing and observing of all the covenants and conditions herein contained the Lessee may peaceably hold and enjoy the said premises during the said term without any interruption by the Lessor, subject to the terms of this lease.

(7) Reference is hereby made to all laws as now existing, and as hereafter amended or enacted, applicable to the leasing of tidelands by The City of San Diego, and by such reference all restrictions or conditions imposed or reservations made thereby are made a part of this lease, with like effect as though the same were expressly set forth herein.

It is further understood and agreed that at the expiration of the term of this lease, if the Lessee shall have faithfully performed all the terms, conditions and obligations of this lease, it shall be entitled to an extension of said term for an additional period of five (5) years, upon the same terms and conditions as are herein contained, save only that the amount of rental to be paid for such extended term of five (5) year shall be a sum of money equal to eight cents (8¢) per square foot per year, plus one cent (1¢) per gallon upon all gasoline over and above 5000 gallons, sold by the Lessee at the leased premises each month. If the Lessee shall desire and intend to avail itself of the right herein reserved to such extended term, it shall notify the City in writing thereof at least ninety (90) days prior to the expiration of the five-year term of this lease. The failure of the Lessee so to do shall relieve the City from any obligation to make such extension.

IN WITNESS WHEREOF, a majority of the members of the Harbor Commission of The City of San Diego, acting for and on behalf of said City, have hereunto subscribed their names as and for the act of said City, and the said Sunset Oil Company, Lessee as aforesaid, has caused this instrument to be executed, and its corporate name and seal to be hereunto affixed by its proper officers, the day and year first hereinabove written.

This instrument is executed in duplicate, both of which shall be deemed originals.

THE CITY OF SAN DIEGO

By R. H. VAN DEMAN

EMIL KLICKA

Members of the Harbor Commission of The City of San Diego.

SUNSET OIL COMPANY

By JAMES C. LEWIS

ATTEST: H. C. ROSE

I hereby approve the form of the foregoing Lease, this 29th day of December, 1938.

D.L.AULT

City Attorney.

By H.B.DANIEL

Assistant City Attorney.

I HEREBY CERTIFY the above and foregoing is a full, true and correct copy of Tideland Lease with Sunset Oil Company. Being Document No. 312272.

J.M.ASHLEY

City Clerk of the City of San Diego, California

By Helen M. Willey Deputy

CONCESSION AGREEMENT

THIS AGREEMENT, made and entered into this 14th day of February, 1939, by and between THE CITY OF SAN DIEGO, a municipal corporation in the City of San Diego, County of San Diego, State of California, hereinafter designated as the Party of the First Part, and CHRIS WINTHER AND LILLIAN C. H. WINTHER, of the City of San Diego, Parties of the Second Part, WITNESSETH:

That pursuant to and under authority of Resolution No. 68871, passed and adopted by the City Council of said City on the 7th day of February, 1939, said party of the first part does by these presents hereby grant permission to said second parties to operate a concession stand in the lobby of the Administration Building, Civic Center, in said City, for a period of One year from and after the execution of this Agreement, subject to the following terms and conditions:

(1) Said parties of the second part shall operate said concession stand for the sale of periodicals, candies, gum, tobacco and accessories incidental to the foregoing, and for no other purpose.

(2) Parties of the second part in the operation of said concession shall not use dice games, punch boards, nor any games of chance or skill of any kind or description whatsoever.

(3) In consideration of the granting of permission to operate said concession, said parties of the second part will pay party of the first part the sum of Nine Hundred Dollars (\$900.00) annually, payable in equal monthly installments in advance upon the first day of each and every month, beginning with the first day of March, 1939.

(4) Parties of the second part agree to keep said concession open daily from the hours of 9:00 o'clock A.M. to 5:00 o'clock P.M., Sundays and holidays excepted.

(5) Parties of the second part further agree that they will not make any changes or improvements of any kind in and about the stand and lobby to be used for said concession without first securing consent therefor by resolution of the City Council of said first party.

(6) Parties of the second part agree that they will not assign this agreement or any interest therein without first having obtained the written consent of first party.

(7) Said second parties further agree to familiarize themselves with the location of all the respective departments using the said Administration Building in particular, and points of interest both in the City and in the County of San Diego in general; and shall give such information to the general public when called upon for the same, together with information as to the best means or methods of reaching said points of interest.

(8) It is expressly agreed between the parties hereto that in case of a violation of any of the terms and conditions of this agreement, party of the first part may terminate the same immediately without notice, and party of the second part hereby waives all claims for damages that may be caused by said termination.

(9) It is further agreed that no delay or omission of the party of the first part to exercise any right or power arising from any omission, neglect or default of second parties shall impair any such right or power or be construed as a waiver or an acquiescence therein.

(10) No waiver of the breach of any of the terms of this agreement shall be held to be a waiver of any other breach or acquiescence in or consent to any further or succeeding breach of the same condition.

(11) It is further understood and agreed by the parties hereto that said second parties will operate the concession in the lobby of said Administration Building, for which permission is hereby given as aforesaid, without interruption to the public and employees in the use and operation of said building, and that said permission is hereby given subject to all the provisions of the Charter of The City of San Diego and/or all laws thereunto appertaining; and that in no case, when and if said permission is unauthorized by said Charter or said laws, shall said City or any department, board or officer thereof be liable by reason of this agreement and/or permission herein granted as aforesaid.

(12) Said second parties may renew this permission for a like period of one year by first giving written notice thereof at least thirty (30) days prior to the expiration date hereof, subject to written consent thereto by said first party.

IN WITNESS WHEREOF, this agreement is executed by The City of San Diego, acting by and through a majority of the members of the Council of said City, under and pursuant to Resolution No. 68900 authorizing said execution, and said second parties have affixed their hands and seals hereunto the day and year in this agreement first above written.

THE CITY OF SAN DIEGO,
Party of the First Part,
By P.J.BENBOUGH
W.C.CRANDALL
RAYMOND M. WANSLEY
ADDISONNET HOUSH
JOHN S. SIEBERT
Members of the City Council

ATTEST: J.M.ASHLEY
City Clerk
By FRED W. SICK
Deputy City Clerk
(SEAL)

CHRISTIAN WINTHER
LILLIAN C. H. WINTHER
Parties of Second Part

I HEREBY APPROVE the form of the foregoing Concession Agreement this 14th day of February, 1939.

D.L.AULT, CITY ATTORNEY,
By JAMES J. BRECKENRIDGE
Deputy City Attorney.

I HEREBY CERTIFY the above and foregoing is a full, true and correct copy of Concession Agreement with Chris. Winther & Lillian C.H.Winther. Being Document No. 312278.
J.M.ASHLEY

City Clerk of the City of San Diego, California

By Helen M. Willig Deputy

C O N T R A C T

THIS CONTRACT OF EMPLOYMENT, made and entered into this 7th day of March, 1939, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City Manager of said City, first party, and PHILIP D. ALLEN, a resident of the City of San Diego, second party, WITNESSETH:

THAT WHEREAS, by Ordinance No. 1371 (New Series) of the ordinances of The City of San Diego establishing a schedule of compensation for officers and employees in the Classified Service of said City, the compensation for the position of District Water Bill Collector existing in the Classified Administrative Service of the City is declared to be open and contractual; and

WHEREAS, the duties generally of said position are as follows, to-wit: To act as a District Water Bill Collector for The City of San Diego, at a certain designated location within the City, and at such location to receive payments of City water bills from all persons presenting said bills and offering to pay the same, and to deposit the moneys so collected with the Treasurer of The City of San Diego in conformity with the provisions of the City Charter; and to answer inquiries or questions of City water consumers relating to the matter of water bill payments and collections;

NOW, THEREFORE, in consideration of the premises and of the matters and things hereinafter recited, the parties hereto agree as follows:

That beginning March 7, 1939, second party will faithfully perform the services and duties of District Water Bill Collector at 6th Avenue and Broadway (S.D.Trust & Savings Bank), as the same are hereinabove described, at the rate of Thirty Dollars (\$30.00) per month, payable in two equal semi-monthly installments.

In consideration of the faithful performance of such services the City agrees to pay the said rate of compensation, to-wit: Thirty Dollars (\$30.00) per month, payable in two equal semi-monthly installments; that is to say, at the times and in the manner that other City officers and employees are regularly paid.

It is further understood and agreed that second party is a regular employee in the Classified Administrative Service of the City and is in all respects subject to the Charter provisions, ordinances and the rules and regulations of the Civil Service relating to officers and employees of said City.

It is further understood and agreed that the City has the same right to demote, discharge or suspend second party as it has in regard to any other classified Civil Service employee, and that in the event of any such demotion, discharge or suspensions, the second party shall have no rights by virtue of this contract other than such rights as are given to other classified employees by the Charter of said City and/or the rules and regulations of the Civil Service Commission thereof.

It is further understood and agreed that this contract is a month to month contract only, and that the same may be terminated by either party on fifteen (15) days' written notice; and that in the event second party should for any reason become unable to fulfill the said duties at the exact location and address hereinabove designated, this agreement shall thereupon immediately and automatically terminate; PROVIDED, that in no event shall this contract remain or continue in effect for a longer period than the fiscal year beginning March 7, 1939, and ending June 30, 1939.

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through the City Manager of said City, and the said second party has hereunto subscribed his name, the day and year in this Agreement first above written.

THE CITY OF SAN DIEGO,
By R.W.FLACK
City Manager
PHILIP D. ALLEN
Second Party

I HEREBY APPROVE the form of the foregoing Contract this 8th day of March, 1939.
D.L.AULT City Attorney
By H.B.DANIEL
Assistant City Attorney

I HEREBY CERTIFY the above and foregoing is a full, true and correct copy of Contract for Services of Philip D. Allen as Water Bill Collector. Being Document No. 312567.
J.M.ASHLEY
City Clerk of the City of San Diego, California

By Helen M. Willyg Deputy

C O N T R A C T

THIS CONTRACT OF EMPLOYMENT, made and entered into this 7th day of March, 1939, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City Manager of said City, first party, and LOUIS W. BUTLER, a resident of the City of San Diego, second party, WITNESSETH:

THAT WHEREAS, by Ordinance No. 1371 (New Series) of the ordinances of The City of San Diego establishing a schedule of compensation for officers and employees in the Classified Service of said City, the compensation for the position of District Water Bill Collector existing in the Classified Administrative Service of the City is declared to be open and contractual; and

WHEREAS, the duties generally of said position are as follows, to-wit: To act as a District Water Bill Collector for The City of San Diego, at a certain designated location within the City, and at such location to receive payments of City water bills from all persons presenting said bills and offering to pay the same, and to deposit the moneys so collected with the Treasurer of The City of San Diego in conformity with the provisions of the City Charter; and to answer inquiries or questions of City water consumers relating to the matter of water bill payments and collections;

NOW, THEREFORE, in consideration of the premises and of the matters and things hereinafter recited, the parties hereto agree as follows:

That beginning March 7, 1939, second party will faithfully perform the services and duties of District Water Bill Collector at 5th Avenue and Broadway (First National Trust & Svgs. Bank), as the same are hereinabove described, at the rate of THIRTY Dollars (\$30.00) per month, payable in two equal semi-monthly installments.

In consideration of the faithful performance of such services the City agrees to pay the said rate of compensation, to-wit: THIRTY Dollars (\$30.00) per month, payable in two equal semi-monthly installments; that is to say, at the times and in the manner that other City officers and employees are regularly paid.

It is further understood and agreed that second party is a regular employee in the Classified Administrative Service of the City and is in all respects subject to the Charter provisions, ordinances and the rules and regulations of the Civil Service relating to officers and employees of said City.

It is further understood and agreed that the City has the same right to demote, discharge or suspend second party as it has in regard to any other classified Civil Service employee, and that in the event of any such demotion, discharge or suspensions, the second party shall have no rights by virtue of this contract other than such rights as are given to other classified employees by the Charter of said City and/or the rules and regulations of the Civil Service Commission thereof.

It is further understood and agreed that this contract is a month to month contract only, and that the same may be terminated by either party on fifteen (15) days' written notice; and that in the event second party should for any reason become unable to fulfill the said duties at the exact location and address hereinabove designated, this agreement shall thereupon immediately and automatically terminate; PROVIDED, that in no event shall this contract remain or continue in effect for a longer period than the fiscal year beginning March 7, 1939 and ending June 30, 1939.

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through the City Manager of said City, and the said second party has hereunto subscribed his name, the day and year in this Agreement first above written.

THE CITY OF SAN DIEGO,
By R. W. FLACK
City Manager
LOUIS W. BUTLER
Second Party

I HEREBY APPROVE the form of the foregoing Contract this 8th day of March, 1939.
D.L.AULT City Attorney
By H.B.DANIEL Assistant City Attorney

I HEREBY CERTIFY the above and foregoing is a full, true and correct copy of Contract for Services of Louis W. Butler as Water Bill Collector. Being Document No. 312568.
J.M.ASHLEY
City Clerk of the City of San Diego, California

By Helen M. Willyg Deputy

C O N T R A C T

KNOW ALL MEN BY THESE PRESENTS, That DALEY CORPORATION, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal and MARYLAND CASUALTY COMPANY a corporation organized and existing under and by virtue of the laws of the State of MARYLAND as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of SIX HUNDRED NINETY-SEVEN Dollars (\$697.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 4th day of March, 1939.

The condition of the above and foregoing obligation is such, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to grade,

pave and otherwise improve the west half of Euclid Avenue in front of Lots 29 and 30, Granada Tract, in the City of San Diego, California, in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.
NOW, THEREFORE, if the said principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

ATTEST: _____
DALEY CORPORATION (SEAL)
G.R.Daley, President Principal.
MARYLAND CASUALTY COMPANY (SEAL)
By F.F.EDELEN Its Attorney-in-Fact. Surety
(F.F.Edelen)

I hereby approve the form of the within Bond, this 10th day of March, 1939.
D.L.AULT City Attorney.
By J.H.McKINNEY Deputy City Attorney.
I hereby approve the foregoing Bond this 10th day of March, 1939.
R.W.FLACK City Manager

STATE OF CALIFORNIA,)
County of San Diego,) ss
On this 9th day of March, 1939, before me, C.D.Moore a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared G.R.Daley known to me to be the President and _____ known to me to be the Secretary of the Corporation that executed the within instrument, known to me to be the persons who executed the within Instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the County of San Diego, the day and year in this certificate first above written.
(SEAL) My Commission expires August 31st, 1940 C.D.MOORE Notary Public in and for the County of San Diego, State of California

STATE OF CALIFORNIA)
County of San Diego) ss.
On this 4th day of March 1939, before me, C.T.Neill, a Notary Public, in and for the County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared F.F.Edelen, known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of MARYLAND CASUALTY COMPANY, the corporation that executed the within instrument, and acknowledged to me that he subscribed the name of Maryland Casualty Company thereto as principal and his own name as attorney in fact. I further certify that said instrument was executed by said F.F.Edelen as attorney in fact of Maryland Casualty Company in my presence, and that his signature thereto is genuine.
WITNESS my hand and seal the day and year in this certificate first above written.
(SEAL) My Commission Expires Jan. 9, 1941 C.T.NEILL Notary Public, in and for said County and State.

MATERIAL AND LABOR BOND
KNOW ALL MEN BY THESE PRESENTS, That DALEY CORPORATION, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and MARYLAND CASUALTY COMPANY a corporation organized and existing under and by virtue of the laws of the State of Maryland, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, and to all persons, companies and corporations who perform labor on or furnish materials to be used in the work to be performed under and by virtue of the contract hereinafter mentioned, in the sum ONE THOUSAND THREE HUNDRED NINETY-FOUR DOLLARS (\$1,394.00), lawful money of the United States, for which payment, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.
SIGNED AND SEALED this 4th day of March, 1939.
THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, a certain contract is about to be made and executed by and between The City of San Diego, a municipal corporation in the County of San Diego, State of California, the party of the first part therein, and the above named Daley Corporation, the party of the second part, which contract is hereby referred to; and
WHEREAS, in and by said Contract said contractor agrees to furnish the necessary tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to the grading, paving and otherwise improving of the west half of Euclid Avenue in front of Lots 29 and 30, Granada Tract, in the City of San Diego, California, all in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.
NOW, THEREFORE, should said Contractor well and truly pay or cause to be paid all claims against it for such labor, materials, supplies, teams and transportation, or either, or both, so performed or furnished, as the case may be, then this obligation to be null and void; otherwise to be and remain in full force and effect, and the same is hereby expressly made to inure to the benefit of any and all persons who perform labor upon or furnish materials, supplies, teams or transportation to be used in the work described in said contract, or in any modification thereof; and any and all such persons shall have and are given a right of action to recover upon this bond against the said Principal and Surety, or either of them, in any suit brought to foreclose mechanics liens, which may be filed by such persons, or either of them, upon the property mentioned in said contract, or in a separate suit brought upon this bond, and may recover in such action or actions the value of such labor done or materials, supplies, teams or transportation furnished, or both, together with a reasonable attorney's fee to be fixed by the court, not exceeding, however, in the aggregate of said recoveries, the amount of this bond as above specified.
IN WITNESS WHEREOF, the said principal and surety have caused these presents to be executed, and their corporate names and seals to be hereunto attached, by their proper officers, thereunto duly authorized, the day and year first hereinabove written.

ATTEST: _____
DALEY CORPORATION, Principal
By G.R.DALEY President (SEAL)
MARYLAND CASUALTY COMPANY
By F.F.EDELEN Surety (SEAL)
(F.F.Edelen) Its Attorney-in-Fact.

STATE OF CALIFORNIA,)
County of San Diego,)ss

On this 9th day of March, 1939, before me, C.D.Moore a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared G.R.Daley known to me to be the President and _____ known to me to be the Secretary of the Corporation that executed the within instrument, known to me to be the persons who executed the within Instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the County of San Diego, the day and year in this certificate first above written.

(SEAL) My Commission expires
August 31st, 1940

C.D.MOORE
Notary Public in and for the County of San Diego,
State of California

STATE OF CALIFORNIA)
County of San Diego)ss

On this 4th day of March 1939, before me, C.T.NEILL, a Notary Public, in and for the County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared F.F.Edelen, known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of MARYLAND CASUALTY COMPANY, the corporation that executed the within instrument, and acknowledged to me that he subscribed the name of MARYLAND CASUALTY COMPANY thereto as principal and his own name as attorney in fact. I further certify that said instrument was executed by said F.F.Edelen as attorney in fact of MARYLAND CASUALTY COMPANY in my presence, and that his signature thereto is genuine.

WITNESS my hand and seal the day and year in this certificate first above written.

(SEAL)
My Commission Expires Jan.9, 1941

C.T.NEILL
Notary Public, in and for said County and State.

I hereby approve the form of the foregoing Bond, this 10th day of March, 1939.

D.L.AULT, City Attorney
By J.H.McKINNEY Deputy City Attorney

I hereby approve the foregoing Bond, this 10th day of March, 1939.

R.W.FLACK
City Manager

C O N T R A C T

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 10th day of March, 1939, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and DALEY CORPORATION, a corporation organized and existing under and by virtue of the laws of the State of California, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish all tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to:

The grading, paving and otherwise improving of the west half of Euclid Avenue in front of Lots 29 and 30, Granada Tract, in the City of San Diego, California, all in accordance with the plans and specifications therefor contained in Document No. 311928, on file in the office of the City Clerk of said City.

Said contractor hereby agrees to do and perform all of said work at and for the sum of Two Thousand Seven Hundred Eighty-six and 80/100 Dollars (\$2,786.80), based on the following quantities and unit prices:

		Price		Unit	Total
143 cu. yds. of Excavation	@	\$0.55	per	cu. yd.	\$ 78.65
274 cu. yds. of Embankment	@	1.25	"	" "	342.50
10,041 sq. ft. of Subgrading	@	0.015	"	sq. ft.	150.62
10,041 sq. ft. of Paving	@	0.158	"	" "	1586.48
1,914 sq. ft. of one-course sidewalk	@	0.20	"	" "	382.80
385 lin.ft. of unplastered curb	@	0.55	"	lin.ft.	211.75
2 each 3/4" copper water services	@	17.00		each	34.00

Said contractor agrees to commence said work within 15 days from and after the date of the execution of this contract, and to prosecute the same diligently, and with a sufficient force of men and equipment, so that said work shall be completed on or before May 10, 1939.

Said City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of said contractor undertaken by it to be performed and the acceptance of said work by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of Two Thousand Seven Hundred Eighty-six and 80/100 Dollars (\$2,786.80); said payments to be made as follows:

Upon completion of said work, and the acceptance of the same by the City Manager of said City, ninety per cent (90%) of the said contract price shall be paid said contractor, and ten per cent (10%) shall not become due and payable until a release shall have been executed and filed as hereinafter provided, and until five (5) days shall have elapsed after the expiration of the period within which liens may be filed under the provisions of Title IV, Part III, of the Code of Civil Procedure of the State of California. When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager of said City, and when a release of all claims against The City of San Diego under or by virtue of the contract shall have been executed by the contractor, and when five (5) days shall have elapsed after the expiration of the period within which liens may be filed, as hereinabove provided, final payment will be made, at such time, and in such manner as provided by law, of any balance due, including the percentage withheld as above stated, or such portion thereof as may be due the contractor.

Said Contractor further agrees that it will not underlet nor assign this contract, or any part thereof, to any one, without the consent of the Council, in writing, having been first obtained.

Said Contractor further agrees that it will be bound by each and every part of said plans and specifications as the same may be interpreted in case of dispute or question by the Council of said City. Further, that it will protect from the elements all of the materials and supplies to be used in the performance of said work, and in case of any damage to any portion of said work or materials or supplies to be used in the performance of said work by reason of accident, the action of the elements, or any other cause whatsoever, before the final acceptance of said work by the Council, the said contractor will repair or replace such damage, at its own cost and expense.

The work shall be conducted under the immediate supervision of the City Manager of said City, or such other official or officials as said City Manager may appoint, and will be inspected by inspectors appointed by said City Manager, who will enforce strict compliance with the terms of this contract.

The right is reserved to make such changes in the execution of the work to be done under the plans and specifications as in the judgment of the City Manager may be deemed necessary or expedient to carry out the intent of the contract, provided that the cost to the contractor of doing the work shall not be increased thereby, and no increase in price over the contract rate shall be paid to the contractor on account of such change or changes, except upon formal written agreement between the parties hereto.

Further, said contractor agrees to save said City harmless from any and all claims of laborers, workmen and mechanics for labor done, and from all claims of materialmen for materials or supplies furnished for the performance of said work, and to hold said City harmless from all actions for damages arising out of the performance of the work to be done under this contract, and to defend at its own cost any and all such actions, and to secure indemnity insurance, or take such other action as shall indemnify and hold harmless the said City from any and all claims and liability by reason of the Workmen's Compensation, Insurance and Safety Act of 1917.

Said contractor further agrees to furnish said City with a certificate of the insurance carrier with whom said contractor is carrying a policy of insurance, acknowledging full liability and covering all employees connected with the work specified in this contract, and insuring said contractor against loss or liability by reason of the Workmen's Compensation, Insurance and Safety Act of 1917, said certificate of the insurance carrier to bear the date of the expiration of said policy.

Said contractor further covenants and agrees that neither the contractor, nor any subcontractor doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic upon any of the work provided for in this contract to be done, shall require or permit any such laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day, except in case of extraordinary emergency caused by fire, flood or danger to life or property.

It is mutually understood and agreed that, from the nature of the case, it would be impracticable to fix the actual damages accruing to The City of San Diego upon breach by the contractor of the covenant last hereinabove contained. By reason of said impracticability of fixing actual damages, the amount of Ten Dollars (\$10.00) is hereby fixed as liquidated damages, for each laborer, workman or mechanic employed in the execution of the contract, or by virtue of the contract, by the contractor, or by any subcontractor under it, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight (8) hours. Said amounts will be deducted from any money due the contractor under this contract, and said contractor and its sureties shall be liable for any excess.

The contractor further agrees and covenants that the contractor will not knowingly employ or cause or allow to be employed upon any of the work provided in this contract to be done, any alien, contrary to the provisions of the Charter of The City of San Diego, or of Public Works Alien Employment Act of the State of California (Stats. 1931, Ch.398); and that the contractor shall forfeit as a penalty to the City Ten Dollars (\$10.00) for each alien knowingly employed upon any of the work provided in this contract to be done by the contractor or any subcontractor, contrary to the provisions of said charter and statute, for each calendar day, or portion thereof, during which such alien is permitted or required to labor in violation thereof.

All persons employed in the performance of the work included in this contract shall be citizens of The City of San Diego, save and except superintendents, representatives of the contractor in charge of the direction of the work, and skilled workmen who cannot be obtained in said City.

The contractor further agrees that in the performance of the work contemplated by this contract it will conform to and abide by all the requirements and provisions of the Charter of The City of San Diego; and that not less than the prevailing rate of per diem wages hereinafter specified shall be paid to all laborers, workmen, and mechanics employed by the contractor or any subcontractor in the performance of the work contemplated by this contract; and that the contractor shall forfeit as a penalty to the City Ten Dollars (\$10.00) for each laborer, workman or mechanic employed, for each calendar day or portion thereof, such laborer, workman or mechanic is paid less than the following specified rate for any work done under this contract by the contractor, or by any subcontractor:

Classification	Per 8 hour day	Per Hour
Asphalt raker	\$ 5.00	\$ 0.625
Asphalt spreader	5.00	0.625
Auto mechanic	6.00	0.75
Backfill machine operator	6.00	0.75
Blacksmith	6.00	0.75
Blademan	6.00	0.75
Bricklayer	12.00	1.50
Bricklayer tender	7.00	0.875
Bulldozer operator	6.00	0.75
Bulldozer operator over 50 HP	10.00	1.25
Carpenter	8.00	1.00
Caulker	6.00	0.75
Cement finisher	10.00	1.25
Clerk	6.00	0.75
Compressor operator	10.00	1.25
Concrete mixerman	10.00	1.25
Concrete spreader	5.00	0.625
Concrete tamper	5.00	0.625
Crane operator	9.00	1.125
Driller	7.00	0.875
Drill sharpener	6.00	0.75
Electrician	10.00	1.25
Engineer, hoisting	10.00	1.25
Engineer, asphalt plant	10.00	1.25
Finish machine operator	6.00	0.75
Form setter	6.00	0.75
Jackhammer man	7.00	0.875
Kettleman, asphalt or lead	6.00	0.75
Laborer, common	5.00	0.625
Materialman	6.00	0.75
Pipelayer	6.00	0.75
Plumber	10.00	1.25
Powderman	6.00	0.75
Pumpman	6.00	0.75
Reinforcing steel worker	9.00	1.125

Classification	Per 8 hour day	Per Hour
Road grader operator	6.00	0.75
Roller operator	10.00	1.25
Shovel operator, 1 yard and over	10.00	1.25
Shovel operator, less than 1 yard	8.00	1.00
Shovel fireman and watchman	7.00	0.875
Shovel oiler	6.00	0.75
Teamster	5.00	0.625
Tractor operator, over 50 HP	10.00	1.25
Tractor operator, 50 HP and under	6.00	0.75
Timekeeper	6.00	0.75
Trenching machine operator	10.00	1.25
Truck driver, 15,500 lbs and under	5.44	0.68
Truck driver, over 15,500 lbs	6.00	0.75
Watchman	5.00	0.625
Welder	11.00	1.375
Skilled labor not above listed	8.00	1.00
Legal holidays, including Sundays and Saturdays where crafts work a five day week, and other overtime when permitted by law, to be paid for at the rate of time and one half.		

The contractor shall observe all the ordinances of The City of San Diego in relation to the obstruction of streets, keeping open passageways and protecting the same when they are exposed and would be dangerous to travel.

The contractor shall take all necessary measures to protect the work and prevent accidents during construction. It shall provide and maintain all necessary barriers, guards, watchmen and lights.

It is mutually agreed between the parties hereto that in no case unauthorized by the Charter of The City of San Diego or the General Laws in effect in said City, shall said City, or any department, board or officer thereof be liable for any portion of the contract price.

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 68964 of the Council authorizing such execution, and the Contractor has caused this instrument to be executed and its corporate name and seal to be hereunto affixed by its duly authorized officers, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO

By R.W.FLACK

City Manager

ATTEST:

DALEY CORPORATION, Contractor,

By G.R.DALEY

President

(SEAL)

STATE OF CALIFORNIA,)
County of San Diego,)ss

On this 9th day of March, 1939, before me, C.D.Moore a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared G.R.Daley known to me to be the President and _____ known to me to be the Secretary of the Corporation that executed the within instrument, known to me to be the persons who executed the within Instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the County of San Diego, the day and year in this certificate first above written.

C.D.MOORE

(SEAL)

Notary Public in and for the County of San Diego,
State of California

My Commission expires August 31st, 1940.

I hereby approve the form of the foregoing contract, this 10th day of March, 1939.

D.L.AULT, City Attorney

By J.H.McKINNEY, Assistant City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Daley Corporation for Paving Portion of Euclid Avenue. Being Document No. 312616.

J.M.ASHLEY

City Clerk of the City of San Diego, California

By Helen M. Willis Deputy

AGREEMENT.

THIS AGREEMENT, made and entered into this 14th day of March, 1939, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, acting by and through a majority of the members of the City Council thereof, and the COUNTY OF SAN DIEGO, a political subdivision of the State of California, acting by and through a majority of the members of the Board of Supervisors of said County, parties of the first part, hereinafter sometimes referred to as the "Owners," and ASSOCIATED ARCHITECTS, a copartnership consisting of Louis J. Gill, William Templeton Johnson, Richard S. Requa and Sam W. Hamill, parties of the second part, hereinafter sometimes referred to as the "Architects," WITNESSETH:

WHEREAS, it is proposed that an application be made for Federal funds wherewith to complete the construction and the finishing of the ground floor of the San Diego City and County Administration Building, Civic Center, San Diego, California, to provide for certain County departments and joint City and County functions; and

WHEREAS, the Owners desire to have prepared complete working plans, studies, drawings, specifications and cost estimates in order that such application for said Federal funds may be made and the work properly constructed should the Owners decide to proceed with the same, and to that end desire to employ said Architects for the purposes and upon the conditions hereinafter recited, and said Architects desire to accept such employment;

NOW, THEREFORE, in consideration of the premises and of the mutual promises, matters and things hereinafter recited, the parties hereto do hereby agree as follows:

(1) The Architects undertake and agree to prepare and deliver to the Owners all preliminary studies, working drawings, specifications, plans and cost estimates, sufficient for the letting of a construction contract or contracts and necessary for the proper completion of the construction and finishing of the ground floor of said City and County Administration Building, to provide for certain County departments and joint City and County functions; provided, however, that the accuracy of the cost estimates of said work to be

furnished by the Architects is not guaranteed, and that such estimates shall be regarded and considered as approximations only.

(2) The Architects do hereby irrevocably appoint and authorize Louis J. Gill as the member of said co-partnership who shall in all matters arising under or connected with this agreement or the performance thereof and in dealing hereunder with the Owners represent said co-partnership; provided, however, that in the event of the death or inability of the said Louis J. Gill to act, then and in that event the Architects shall appoint another member of said co-partnership in the place and stead of the said Gill.

(3) It is mutually understood and agreed that the Architects shall be compensated for their services hereunder at the rate of two dollars and fifty cents (\$2.50) per man hour for the time necessarily expended thereon, and that on or about the first of each month during the progress of said work and until the same shall be completed said Architects shall be paid at said rate the amount earned during the preceding month. Said compensation shall include the furnishing of twelve (12) sets of specifications covering the proposed construction work, but shall not include any blue prints of the drawings. Necessary blue prints of the drawings will be supplied to the Owners by the Architects at the actual cost of blueprinting. It is also understood that the Owners will make available, without charge to said Architects, working space and facilities in said Administration Building for the preparation of said drawings and specifications.

(4) It is mutually understood and agreed that the obligation of the Owners to make payment of any moneys that shall become due and payable under this agreement is joint but not several, that is to say, The City of San Diego is obligated to pay one-half thereof and no more, and the County of San Diego is obligated to pay one-half and no more; and the default of either said City or said County with regard to any moneys coming due hereunder shall never be construed as giving the Architects any claim or right of action by reason of such default against the other.

(5) No interest in this agreement shall be transferred by the Architects to any other party, and any such transfer shall cause annulment of this contract so far as the owners are concerned. All rights of action for any breach of this contract by the Architects are reserved to said Owners.

(6) It is mutually agreed and understood, anything to the contrary herein notwithstanding, that the right is expressly reserved by and accorded to the Owners at any time by resolution of their respective legislative bodies and written notice to the Architects to suspend or discontinue the work, if it shall appear to the Owners that on account of financial or other reasons or obstacles beyond their control the project must be temporarily or permanently discontinued. In such event the Owners shall not be obligated to pay the Architects for any time expended on said work after the receipt by said Architects of such written notice. In event the Owners shall order the work suspended, but not permanently discontinued, then upon the removal of the reason or necessity for such suspension the Owners shall order the work resumed, and it shall thereupon be resumed under the terms and conditions of this agreement.

(7) It is understood and agreed by the parties hereto that in event of the death or disability of any one or more of said Architects, the other Architects or survivors of them shall carry on and complete the work hereunder, and shall be entitled to the compensation herein provided.

IN WITNESS WHEREOF, The City of San Diego has caused this agreement to be signed by a majority of the members of the City Council thereof, hereunto duly authorized by Resolution No. 68874, and the County of San Diego has caused this agreement to be signed by a majority of the members of the Board of Supervisors hereunto duly authorized by resolution of said Board passed and adopted February 8, 1939, as parties of the first part, and the parties of the second part have hereunto subscribed their names the day and year first hereinabove written.

This agreement is so executed in three parts, each one of which shall be deemed to be an original.

(SEAL)
ATTEST: J.M.ASHLEY
City Clerk.
By FRED W. SICK Deputy.

LOUIS F. GILL
WILLIAM TEMPLETON JOHNSON
RICHARD L. REQUA
SAM W. HAMILL
Associated Architects
WITNESS: J.B.MC LEES, County Clerk and
ex officio Clerk of the Board of Supervisors
By C. BUCKLEY Deputy

(SEAL)
ATTEST: J.B.MCLEES
Clerk
By C. BUCKLEY Deputy

THE CITY OF SAN DIEGO
By
P.J.BENBOUGH
W.C.CRANDALL
RAYMOND M. WANSLEY
ADDISON E. HOUSH
HERBERT E. FISH
BRUCE R. STANNARD
JOHN S. SIEBERT
Members of the Council of The City of San Diego.

COUNTY OF SAN DIEGO
By
WALTER BELLON
HARRY C. WARNER
W.T.HART
JOHN P. FADDIS
T. LEROY RICHARDS
Members of the Board of Supervisors of the County
of San Diego.

I hereby approve the form of the foregoing Agreement this 9th day of March, 1939.
D.L.AULT City Attorney.
By H.B.DANIEL Assistant City Attorney

I hereby approve the form of the foregoing Agreement this 9th day of March, 1939.
JAMES B. ABBEY District Attorney.
By V. C. WINNEK Deputy District Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Associated Architects for completion of ground floor Civic Center Administration Building. Being Document No. 312648.

J.M.ASHLEY
City Clerk of the City of San Diego, California
By Helen M. Willeg Deputy

C O N T R A C T

KNOW ALL MEN BY THESE PRESENTS, That J.R.TOWNSEND COMPANY, INC., as Principal and GREAT AMERICAN INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of FOUR HUNDRED SIXTY-EIGHT Dollars (\$468.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 14th day of March, 1939.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego to furnish and deliver: 2 - Studebaker Commander Sedans with deluxe equipment, equipped with 6-ply tires and pinch proof tubes, in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

NOW, THEREFORE, if the said principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

J.R.TOWNSEND COMPANY, INC.

By J.R.TOWNSEND Pres.

Principal

(SEAL)

ATTEST: M.N.BAYNE

GREAT AMERICAN INDEMNITY COMPANY

By L. DOSTER

By E.K.JAMES

Attorney-in-fact

Surety.

(SEAL)

ATTEST: _____

I hereby approve the form of the within Bond, this 14th day of March, 1939.

D.L.AULT

City Attorney.

By H.B.DANIEL

Asst. City Attorney

I hereby approve the foregoing Bond this 14th day of March, 1939.

R.W.FLACK

City Manager.

STATE OF CALIFORNIA)

County of San Diego)

ss.

On this 14th day of March in the year one thousand nine hundred and thirty-nine, before me R.L.Paine a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared L. Doster and E.K.James known to me to be the Attorneys-in-Fact of the Great American Indemnity Company, the Corporation described in and that executed the within instrument, and also known to me to be the persons who executed it on behalf of the Corporation therein named, and they acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office, in the said County of San Diego, the day and year in this certificate first above written.

R.L.PAINE

(SEAL)

My Commission will Expire Jan.12,1942

Notary Public in and for the County of San Diego
State of California

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 14th day of March, 1939, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and herein-after sometimes designated as the City, and J.R.TOWNSEND COMPANY, INC., party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City:

2 - Studebaker Commander Sedans with deluxe equipment, equipped with 6-ply tires and pinch proof tubes, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 312276.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

The sum of One Thousand Eight Hundred Sixty-nine and 78/100 Dollars (\$1869.78).

Said price includes the California State Sales Tax.

Said contractor agrees to begin delivery of said material within One days from and after the date of the execution of this contract, and to complete said delivery on or before the 25th day of March, 1939.

Said City, in consideration of the furnishing and delivery of said material by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said material by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit:

The sum of One Thousand Eight Hundred Sixty-nine and 78/100 Dollars (\$1869.78), said payments to be made as follows:

Upon delivery of said material, and the acceptance of the same by the City Manager of said City, ninety per cent (90%) of the said contract price shall be paid said contractor, and ten per cent (10%) shall not become due and payable until a release shall have been executed and filed as hereinafter provided, and until five (5) days shall have elapsed after the expiration of the period within which liens may be filed under the provisions of Title IV, Part III, of the Code of Civil Procedure of the State of California. When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager of said City, and when a release of all claims against The City of San Diego under or by virtue of the contract shall have been executed by the contractor, and when five (5) days shall have elapsed after the expiration of the period within which liens may be filed, as herein-above provided, final payment will be made, at such time, and in such manner as provided by law, of any balance due, including the percentage withheld as above stated, or such portion thereof as may be due the contractor.

Said contractor hereby agrees that it will be bound by each and every part of this contract, and deliver and cause to be delivered all of said material, as herein specified.

No interest in this agreement shall be transferred by the contractor to any other party, and any such transfer shall cause annulment of this contract, so far as The City of San Diego is concerned. All rights of action, however, for any breach of this contract are reserved to said City.

It is mutually agreed by and between the parties hereto that in no case unauthorized

by the Charter of The City of San Diego, or the general laws in effect in said City, shall said City or any department, board or officer thereof, be liable for any portion of the contract price; also that no extra work shall be done by said contractor unless authorized and directed by resolution of said Council to that effect.

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 69033 of the Council authorizing such execution, and the contractor has caused this instrument to be executed, and its corporate name and seal to be hereunto affixed, by its proper officers, thereunto duly authorized, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO.
By R.W.FLACK
City Manager.
J.R.TOWNSEND COMPANY, Inc.
J.R.TOWNSEND Pres.
Contractor.

(SEAL) ATTEST:
M.N.BAYNE

I hereby approve the form of the foregoing contract, this 14th day of March, 1939.

D.L.AULT City Attorney.
By H.B.DANIEL Asst. City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with J.R.Townsend Co. Inc. for automobiles. Being Document No. 312670.

J.M.ASHLEY
City Clerk of the City of San Diego, California

By Helen M. Willis Deputy

C O N T R A C T

THIS AGREEMENT, made and entered into this 14th day of March, 1939, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, party of the first part, and ALBERT J. LEE, an attorney, of said City, party of the second part, WITNESSETH:

THAT WHEREAS, The City of San Diego has by Resolution No. 69009, dated March 7, 1939, determined that it is to the best interests of The City of San Diego to employ the services of Mr. Albert J. Lee as special water counsel, as contemplated by Section 53 of the Charter of The City of San Diego, for the balance of the fiscal year 1938-39, as herein after provided; and

WHEREAS, the said Albert J. Lee is willing to undertake said employment on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual promises herein contained, and for other good and valuable consideration, it is agreed as follows:

(1) That the party of the first part, by these presents, employes and retains the party of the second part for the balance of the fiscal year 1938-39, beginning on the 7th day of March, 1939, and ending on the 30th day of June, 1939, as special water counsel for The City of San Diego, as provided in Section 53 of the City Charter, and agrees to pay the said party of the second part at the rate of five thousand dollars (\$5000.00) per year, payable in equal monthly installments, for the balance of said current fiscal year, plus expenses necessarily incurred in the performance of the services required of him outside The City of San Diego.

(2) The party of the second part hereby accepts the employment herein provided for, and agrees to devote his best professional efforts, services and time required of him by said City in all matters, proceedings and things relating to, or concerning the development, impounding and distribution of water of The City of San Diego in aid and assistance and under the direction of the City Attorney of said City.

(3) Should the party of the second part fail, refuse and/or neglect to do and perform each and all of the services and things required of him to be done by this agreement, then this agreement shall cease and terminate, and the party of the first part shall not be called upon to pay any further part or portion of the consideration provided for in this agreement.

IN WITNESS WHEREOF, The City of San Diego has caused this agreement to be executed by its City Manager, under and pursuant to Resolution No. 69009, adopted by the Council of said City on the 7th day of March, 1939, authorizing and directing such execution, and the party of the second part has hereunto subscribed his name the day and year first above written.

THE CITY OF SAN DIEGO
Party of the first part.
By R.W.FLACK City Manager.

ALBERT J. LEE
Party of the Second part.

I hereby approve the form of the foregoing Contract this 14th day of March, 1939.

D.L.AULT City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract for Services of Albert J. Lee as Special Water Counsel. Being Document No. 312675.

J.M.ASHLEY
City Clerk of the City of San Diego, California

By Helen M. Willis Deputy

C O N T R A C T

KNOW ALL MEN BY THESE PRESENTS, That PATTEN BLINN LUMBER COMPANY, a corporation, as Principal and COMMERCIAL CASUALTY INSURANCE COMPANY a corporation organized and existing under and by virtue of the laws of the State of NEW JERSEY as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of EIGHT HUNDRED EIGHTY-ONE Dollars (\$881.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 13th day of March, 1939.

The condition of the above and foregoing obligation is such, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish and deliver: 95,000 board feet of Douglas fir rough lumber in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

NOW, THEREFORE, if the said principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

PATTEN BLINN LUMBER COMPANY,
E.C.PARKER. Pres.

(SEAL) ATTEST: George D. Patten

Principal
COMMERCIAL CASUALTY INSURANCE COMPANY
OF NEWARK, NEW JERSEY
By BYRON GILCHRIST Atty-in-fact
Surety

(SEAL) ATTEST: E. Downer

STATE OF CALIFORNIA)
County of San Diego) ss.

On this 13th day of March, in the year nineteen hundred and thirty nine, A.D., before me, C.A.VAN DUSEN, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared BYRON GILCHRIST, known to me to be the Attorneys in Fact of the Corporation which executed the within and annexed instrument, and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in said San Diego County the day and year in this certificate first above written.

C.A.VAN DUSEN

(SEAL)

Notary Public in and for the County of San Diego,
State of California

My Commission expires

My Commission Expires March 5, 1943

I hereby approve the form of the within Bond, this 20th day of March, 1939.

D.L.AULT City Attorney.

By J.H.McKINNEY Deputy City Attorney.

I hereby approve the foregoing Bond this 17th day of March, 1939.

R.W.FLACK City Manager

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 17th day of March, 1939, by and between The City of San Diego, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City; and PATTEN BLINN LUMBER COMPANY, a corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City:

95,000 board feet of Douglas fir rough lumber as follows:

160 Pcs 4" x 4" x 18'0" No. 1 Common Douglas Fir-Rough

360 Pcs 3" x 8" x 18'0" No. 1 Common Douglas Fir-Rough

600 Pcs 3" x 12" x 18'0" No. 1 Common Douglas Fir-Rough

475 Pcs 6" x 8" x 24'0" No. 1 Common Douglas Fir-Rough

in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 312062. Delivery 30th Street Bridge, at 30th and Kalmia Streets, San Diego, California.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit: Three Thousand Five Hundred Twenty and 15/100 Dollars (\$3,520.15) Said price includes the California State Sales Tax.

Said contractor agrees to begin delivery of said material within 10 days from and after the date of the execution of this contract, and to complete said delivery on or before the 1st day of April, 1939.

Said City, in consideration of the furnishing and delivery of said material by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said material by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit: Three Thousand Five Hundred Twenty and 15/100 Dollars (\$3,520.15) said payments to be made as follows:

Upon delivery of said material, and the acceptance of the same by the City Manager of said City, ninety per cent (90%) of the said contract price shall be paid said contractor, and ten per cent (10%) shall not become due and payable until a release shall have been executed and filed as hereinafter provided, and until five (5) days shall have elapsed after the expiration of the period within which liens may be filed under the provisions of Title IV, Part III, of the Code of Civil Procedure of the State of California. When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager of said City, and when a release of all claims against The City of San Diego under or by virtue of the contract shall have been executed by the contractor, and when five (5) days shall have elapsed after the expiration of the period within which liens may be filed, as hereinabove provided, final payment will be made, at such time, and in such manner as provided by law, of any balance due, including the percentage withheld as above stated, or such portion thereof as may be due the contractor.

Said contractor hereby agrees that it will be bound by each and every part of this contract, and deliver and cause to be delivered all of said material, as herein specified.

No interest in this agreement shall be transferred by the contractor to any other party, and any such transfer shall cause annulment of this contract, so far as The City of San Diego is concerned. All rights of action, however, for any breach of this contract are reserved to said City.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of The City of San Diego, or the general laws in effect in said City, shall said City or any department, board or officer thereof, be liable for any portion of the contract price; also that no extra work shall be done by said contractor unless authorized and directed by resolution of said Council to that effect.

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of The City of San Diego pursuant to and under Resolution No. 68965 of the Council authorizing such execution, and the contractor has caused this instrument to be executed and its corporate name and seal to be hereunto affixed by its duly authorized officers the day and year in this agreement first above written.

THE CITY OF SAN DIEGO

By R.W.FLACK

City Manager.

PATTEN BLINN LUMBER COMPANY

By E.C.PARKER Pres.

Contractor

(SEAL) ATTEST:

GEORGE D. PATTEN

I hereby approve the form of the foregoing contract, this 20th day of March, 1939.

D.L.AULT City Attorney.

By J.H.McKINNEY Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Patten Blinn Lumber Co. for Lumber for 30th Street Bridge. Being Document No. 312739.

J.M.ASHLEY
City Clerk of the City of San Diego, California

By Helen M. Willig Deputy

C O N T R A C T

KNOW ALL MEN BY THESE PRESENTS, That BROWN MOTOR COMPANY, a co-partnership composed of F.V.Brown and B.E.Stewart, as Principal and MARYLAND CASUALTY COMPANY a corporation organized and existing under and by virtue of the laws of the State of Maryland as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of THREE THOUSAND NINE HUNDRED SEVENTY-NINE Dollars (\$3,979.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 20th day of March, 1939.

The condition of the above and foregoing obligation is such, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish and deliver: 22 Ford Fordor Sedans in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

NOW, THEREFORE, if the said principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

BROWN MOTOR COMPANY, Principal
By and
F.V.BROWN B.E.STEWART
Co-partners

(SEAL) ATTEST: _____

MARYLAND CASUALTY COMPANY Surety.
By F.F.EDELEN
(F.F.Edelen) Its Attorney-in-Fact

STATE OF CALIFORNIA)
County of San Diego)ss.

On this 20th day of March 1939, before me, C.T.NEILL, a Notary Public, in and for the County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared F.F.Edelen known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of MARYLAND CASUALTY COMPANY, the corporation that executed the within instrument, and acknowledged to me that he subscribed the name of MARYLAND CASUALTY COMPANY thereto as principal and his own name as attorney in fact. I further certify that said instrument was executed by said F.F.Edelen as attorney in fact of MARYLAND CASUALTY COMPANY in my presence, and that his signature thereto is genuine.

WITNESS my hand and seal the day and year in this certificate first above written.

(SEAL) C.T.NEILL
My Commission Expires Jan.9, 1941 Notary Public, in and for said County and State.

I hereby approve the form of the within Bond, this 22d day of March, 1939.

D.L.AULT
City Attorney
By H.B.DANIEL
Asst. City Attorney.

I hereby approve the foregoing Bond this _____ day of March, 1939.

R.W.FLACK
City Manager

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 22nd day of March, 1939, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and BROWN MOTOR COMPANY, a co-partnership composed of F.V.Brown and B.E.Stewart, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City:

20 Model #91-A "Police Department" Ford Fordor Sedans
2 " #91-A "Fire Department" " " "
in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 312276.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

20 Model #91-A "Police Department" Fordor Sedans-	- - - - -	\$15,121.80
California State Sales Tax - - - - -	- - - - -	453.65
2 Model #91-A "Fire Department" Fordor Sedans - - - - -	- - - - -	1,458.78
California State Sales Tax - - - - -	- - - - -	43.76
		<u>\$17,077.99</u>

Less trade-in value on 12 City automobiles as follows:

Police No. 74 Ford A 1930 Sedan-	- - - - -	\$ 70.00
" " 79 " A 1930 " - - - - -	- - - - -	40.00
" " 82 " A 1931 " - - - - -	- - - - -	75.00
" " 68 " B 1932 " - - - - -	- - - - -	105.00
" " 71 " B 1932 " - - - - -	- - - - -	105.00
" " 57 Chev. 1934 " - - - - -	- - - - -	125.00
" " 58 " 1934 " - - - - -	- - - - -	125.00
" " 87 " 1934 " - - - - -	- - - - -	125.00
" " 88 " 1934 " - - - - -	- - - - -	125.00
" " 96 " 1934 " - - - - -	- - - - -	125.00
" " 92Plymouth1933 " - - - - -	- - - - -	100.00
" " 94 " 1933 " - - - - -	- - - - -	45.00
		<u>1,165.00</u>
		<u>\$15,912.99</u>

Said contractor agrees to begin delivery of said material within thirty days from and after the date of the execution of this contract, and to complete said delivery on or before the 10th day of May, 1939.

Said City, in consideration of the furnishing and delivery of said material by said contractor according to the terms of this contract, and the faithful performance of

all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said material by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit: Fifteen Thousand Nine Hundred Twelve and 99/100 Dollars (\$15,912.99), said payments to be made as follows:

Upon delivery of said material, and the acceptance of the same by the City Manager of said City, ninety per cent (90%) of the said contract price shall be paid said contractor, and ten per cent (10%) shall not become due and payable until a release shall have been executed and filed as hereinafter provided, and until five (5) days shall have elapsed after the expiration of the period within which liens may be filed under the provisions of Title IV, Part III, of the Code of Civil Procedure of the State of California. When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager of said City, and when a release of all claims against The City of San Diego under or by virtue of the contract shall have been executed by the contractor, and when five (5) days shall have elapsed after the expiration of the period within which liens may be filed, as hereinabove provided, final payment will be made, at such time, and in such manner as provided by law, of any balance due, including the percentage withheld as above stated, or such portion thereof as may be due the contractor.

Said contractor hereby agrees that they will be bound by each and every part of this contract, and deliver and cause to be delivered all of said material, as herein specified.

No interest in this agreement shall be transferred by the contractor to any other party, and any such transfer shall cause annulment of this contract, so far as The City of San Diego is concerned. All rights of action, however, for any breach of this contract are reserved to said City.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of The City of San Diego, or the general laws in effect in said City, shall said City or any department, board or officer thereof, be liable for any portion of the contract price; also that no extra work shall be done by said contractor unless authorized and directed by resolution of said Council to that effect.

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 69032 of the Council authorizing such execution, and the contractor has subscribed their names as and for said Brown Motor Company the day and year in this agreement first above written.

THE CITY OF SAN DIEGO

By R.W.FLACK

City Manager

and F.V.BROWN B.E.STEWART

Contractor.

Co-partners doing business as
BROWN MOTOR COMPANY

ATTEST: _____

I hereby approve the form of the foregoing contract, this 22d day of March, 1939.

D.L.AULT City Attorney.

By H.B.DANIEL Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Brown Motor Co. for furnishing automobiles. Being Document No. 312770.

J.M.ASHLEY

City Clerk of the City of San Diego, California

By Helen M. Willig Deputy

L E A S E

THIS AGREEMENT, made and entered into this 24th day of March, 1939, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, acting by and through the City Manager, as Lessor, and A.E.Williams, as Lessee, WITNESSETH:

That the City, Lessor as aforesaid, does by these presents lease, demise and let unto the said Lessee, upon the terms and conditions hereinafter recited, that certain dwelling house located on Lot A, Block 220, Horton's Addition, in the City of San Diego, County of San Diego, State of California, known as 1769 Front Street, for a term of two (2) years, beginning on the 1st day of April, 1939, and ending on the 31st day of March, 1941, at the following rentals: Thirty-five Dollars (\$35.00) payable on the 1st day of April, 1939, and Thirty-five Dollars (\$35.00) per month thereafter, payable in advance on the 1st day of each month during said term.

It is expressly understood and agreed by and between the parties hereto that this lease is upon the following conditions and covenants, all of which the Lessee hereby covenants and agrees to and with the Lessor fully to observe, keep and perform.

(1) That the above described premises are leased to said Lessee for residential purposes only, and for no other purpose or purposes.

(2) That this lease shall not be assigned or transferred, nor shall the said Lessee have the right to sublet the leased premises without the consent in writing of the Council of said City.

(3) That the Lessee accepts the premises in the condition that the same now are, and that the Lessor shall not be required to make any repairs, alterations or improvements of any character whatsoever thereto or thereupon.

(4) The City reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of same; but the City shall not be required to furnish any water on said premises, except for domestic purposes, where mains and connections are installed, and then only according to the terms of Ordinance No. 8210 and amendments thereto.

(5) That the Lessee shall maintain the leased premises in good repair and tenant-able condition during the continuance of this lease, and shall at the expiration of this lease surrender the same to the Lessor in as good condition as reasonable and proper use thereof will permit, damage by the elements alone excepted.

(6) That in case of a violation by the Lessee of any of the terms and conditions of this lease, the Lessor may either terminate this lease upon notice and take possession of the premises, or may enter and possess the same as the agent of the Lessee and for its account.

IN WITNESS WHEREOF, said City Manager has hereunto subscribed his name as and for the act of said City, and the Lessee has hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO,

By R.W.FLACK City Manager

Lessor

A.E.WILLIAMS

Lessee

I hereby approve the form of the foregoing Lease this 20th day of March, 1939.

D.L.AULT, City Attorney
By J.H.McKINNEY Deputy City Attorney
J.M.ASHLEY
City Clerk of the City of San Diego, California

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with A.E.Williams covering house at 1769 Front St. Being Document No. 312799.

By Helen M. Willis Deputy

C O N T R A C T

KNOW ALL MEN BY THESE PRESENTS, That AMERICAN CONCRETE & STEEL PIPE COMPANY, as Principal and FIDELITY & DEPOSIT COMPANY OF MARYLAND a corporation organized and existing under and by virtue of the laws of the State of Maryland, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of EIGHT HUNDRED FIFTY-ONE Dollars (\$851.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 24th day of March, 1939.

The condition of the above and foregoing obligation is such, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish and deliver: 1448 feet of centrifugal reinforced concrete culvert pipe, in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

NOW, THEREFORE, if the said principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

(SEAL) ATTEST:
ERNEST F. BENT, Vice Pres.

AMERICAN CONCRETE & STEEL PIPE COMPANY
By J.M.MacADAM, Secretary
Principal.
(SEAL)

The Rate of Premium for this Bond is
1/4 of 1% of Contract Price,
Premium charged: \$8.50

FIDELITY & DEPOSIT COMPANY OF
MARYLAND
By DONALD C. BURNHAM
Attorney-in-Fact
By H.G.MALM
Agent
(SEAL)

ATTEST: _____

STATE OF CALIFORNIA,)
County of San Diego) ss:

On this 24th day of March, 1939, before me, MAY SHANNON, a Notary Public, in and for the County and State aforesaid, duly commissioned and sworn, personally appeared Donald C. Burnham and H.G.Malm known to me to be the persons whose names are subscribed to the foregoing instrument as the Attorney-in-Fact and Agent respectively of the Fidelity and Deposit Company of Maryland, and acknowledged to me that they subscribed the name of Fidelity and Deposit Company of Maryland thereto as principal and their own names as Attorney-in-Fact and Agent, Respectively.

(SEAL) MAY SHANNON
My Commission Expires Nov. 14, 1940. Notary Public in and for the State of California,
County of San Diego.

I hereby approve the form of the within Bond, this 24th day of March, 1939.

D.L.AULT, City Attorney.
By H.B.DANIEL, Asst. City Attorney.
R.W.FLACK, City Manager

I hereby approve the foregoing bond this 24th day of March, 1939.

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 27th day of March, 1939, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and AMERICAN CONCRETE & STEEL PIPE COMPANY party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City:

1448 feet of centrifugal reinforced concrete culvert pipe, in accordance with the specifications therefor on file in the office of the City Clerk under Document No. 312250, in quantity and size as follows:

50 feet 18" centrifugal reinforced concrete pipe	
1,008 " 24" " " " "	"
338 " 30" " " " "	"
52 " 42" " " " "	"

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

50 feet 18" centrifugal reinforced concrete pipe	\$ 80.00
1,008 " 24" " " " "	1,965.60
338 " 30" " " " "	1,014.00
52 " 42" " " " "	241.80
	\$ 3,301.40
California State Sales Tax	99.04
	\$ 3,400.44

Said contractor agrees to begin delivery of said material within 3 days from and after the date of the execution of this contract, and to complete said delivery on or before the 31st day of March, 1939.

Said City, in consideration of the furnishing and delivery of said material by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said material by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit:

The sum of Three Thousand Four Hundred and 44/100 Dollars (\$3,400.44), said payments to be made as follows:

Upon delivery of said material, and the acceptance of the same by the City Manager of said City, ninety per cent (90%) of the said contract price shall be paid said contractor, and ten per cent (10%) shall not become due and payable until a release shall

have been executed and filed as hereinafter provided, and until five (5) days shall have elapsed after the expiration of the period within which liens may be filed under the provisions of Title IV, Part III, of the Code of Civil Procedure of the State of California. When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager of said City, and when a release of all claims against The City of San Diego under or by virtue of the contract shall have been executed by the contractor, and when five (5) days shall have elapsed after the expiration of the period within which liens may be filed, as hereinabove provided, final payment will be made, at such time, and in such manner as provided by law, of any balance due, including the percentage withheld as above stated, or such portion thereof as may be due the contractor.

No interest in this agreement shall be transferred by the contractor to any other party, and any such transfer shall cause annulment of this contract, so far as The City of San Diego is concerned. All rights of action, however, for any breach of this contract are reserved to said City.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of The City of San Diego, or the general laws in effect in said City, shall said City or any department, board or officer thereof, be liable for any portion of the contract price; also that no extra work shall be done by said contractor unless authorized and directed by resolution of said Council to that effect.

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 69031 of the Council authorizing such execution, and the contractor has caused this instrument to be executed and its corporate name and seal to be hereunto affixed, by its proper officers, thereunto duly authorized, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO,
By R.W. FLACK
City Manager.
AMERICAN CONCRETE AND STEEL PIPE COMPANY
By ERNEST F. BENT (SEAL)
Vice Pres Contractor
D.L. AULT City Attorney.
By H.B. DANIEL Asst. City Attorney.

ATTEST:
J.M. McADAM, Secy.

I hereby approve the form of the foregoing contract, this 24th day of March, 1939.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with American Concrete & Steel Pipe Company. Being Document No. 312802.
J.M. ASHLEY
City Clerk of the City of San Diego, California

By Helen M. Willey Deputy

A G R E E M E N T.

WHEREAS, The City of San Diego desires to widen and straighten the natural Waterway and channel of the Chollas Creek in the City of San Diego, County of San Diego, State of California; and

WHEREAS, the clearing of grass, weeds and rubbish from said waterway and channel will be of benefit to the lands adjoining and adjacent thereto,

NOW, THEREFORE, we, Geo. O. Roberts and Myrtle C. Roberts husband & wife IN consideration of the premises do hereby grant, allow and permit the right to the said City of San Diego to enter upon that certain property bordering upon said waterway and channel situate in said City of San Diego, County of San Diego, State of California, described as follows:

Lots 2, 3, 4, 5, 6, 7 in Block 2, J.R. Spencer's Addition, according to the map thereof No. 618, filed for record in the office of the Recorder of said San Diego County, for the purpose of removing grass, weeds and rubbish and excavating the bottom thereof where necessary to improve flood control conditions in the location shown on Drawing No. 5647L filed in the office of the City Engineer of The City of San Diego, in said County and State, and in consideration aforesaid we do hereby waive all claim against said City for compensation for any and all damages arising from or caused by reason of the work performed on the said waterway and channel for the purposes hereinbefore set forth.

IT IS FURTHER UNDERSTOOD AND AGREED that neither the undersigned nor the property herein described shall be charged for any cost of the work to be done as herein contemplated.

WITNESS our hands this 5th day of December, 1938.

Witness to the signatures of Geo. O. Roberts and Myrtle C. Roberts
JESSE B. BURGSTER
GEO. O. ROBERTS
MYRTLE C. ROBERTS

State of California)
County of San Diego) ss.

On this 5th day of December, 1938, before me, E.H. Brooks, a Notary public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Jesse B. Burgster personally known to me to be the person whose name is subscribed to the within instrument as a subscribing witness thereto who being by me duly sworn, deposed and said that he resides in the said County of San Diego, State of California, that he was present and saw Geo. O. Roberts and Myrtle C. Roberts PERSONALLY KNOWN BY HIM TO BE THE SAME PERSONS described in and whose names, are subscribed to the within instrument as parties thereto sign and execute the same and that he, the affiant, then and there subscribed his name to the said instrument as a witness.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this instrument first above written.

E.H. BROOKS (SEAL)
Notary Public in and for the County of San Diego,
State of California.

Recorded Feb 10 1939 10 min past 11 A.M. in Book 861 at page 369 of Official Records San Diego Co. Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. Zervas.

I certify that I have correctly transcribed this document in above mentioned book.
C.A. SCHUMUCKER
Copyist County Recorder's Office S.D. County, Calif.

I hereby certify that the above and foregoing is a full, true and correct copy of Agreement between Geo. O. Roberts, et ux and City of San Diego relative to Chollas Creek Channel. Being Document No. 311977.

J.M. ASHLEY
City Clerk of the City of San Diego, California

By Helen M. Willey Deputy

A G R E E M E N T.

WHEREAS, The City of San Diego desires to widen and straighten the natural waterway and channel of the Chollas Creek in the City of San Diego, County of San Diego, State of California; and

WHEREAS, the clearing of grass, weeds and rubbish from said water way and channel will be of benefit to the lands adjoining and adjacent thereto,

NOW, THEREFORE, we, Louis J. Buechner, also known as L.J.Buechner, and Edith B. Buechner, husband and wife, in consideration of the premises do hereby grant, allow and permit the right to the said City of San Diego to enter upon that certain property bordering upon said waterway and channel situate in said City of San Diego, County of San Diego, State of California, described as follows:

Lots 33, 34, 35, 36 in W.T.Lemon's Subdivision, according to map thereof No. 392, filed for record in the office of the recorder of said San Diego County, for the purpose of removing grass, weeds and rubbish and excavating the bottom thereof where necessary to improve flood control conditions in the location shown on Drawing No. 5647L filed in the office of the City Engineer of The City of San Diego, in said County and State, and in consideration therefor we do hereby waive all claim against said City for compensation for any and all damages arising from or caused by reason of the work performed on the said waterway and channel for the purposes hereinbefore set forth.

IT IS FURTHER UNDERSTOOD AND AGREED that neither the undersigned nor the property herein described shall be charged for any cost of the work to be done as herein contemplated.

WITNESS our hands this 2nd day of December, 1938.

Witness to the signatures of Louis J. Buechner
and Edith B. Buechner

L. J. BUECHNER
EDITH B. BUECHNER

JESSE B. BURGSTER

State of California)
County of San Diego)ss.

On this Second day of December, 1938, before me, E.H.Brooks, a Notary public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Jesse B. Burgster personally known to me to be the person whose name is subscribed to the within instrument as a subscribing witness thereto who being by me duly sworn, deposed and said that he resides in the said County of San Diego, State of California, that he was present and saw Louis J. Buechner also known as L.J.Buechner and Edith B. Buechner PERSONALLY KNOWN BY HIM TO BE THE SAME PERSONS described in and whose names, are subscribed to the within instrument as parties thereto sign and execute the same and that he, the affiant, then and there subscribed his name to the said instrument as a witness.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this instrument first above written.

E.H.BROOKS. (SEAL)

Notary Public in and for the County of San Diego,
State of California.

Recorded Feb 10 1939 10 min. past 11 A.M. in book 866 at page 330 of Official
Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. Zervas.

I certify that I have correctly transcribed this document in above mentioned book.

I.W.M.SAMPLE

Copyist County Recorder's Office, S.D.County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement between L.J.Buechner, et ux and City of San Diego relative to Chollas Creek Channel. Being Document No. 311979.

J.M.ASHLEY

City Clerk of the City of San Diego, California

By Helen M. Willig Deputy

A G R E E M E N T.

WHEREAS, The City of San Diego desires to widen and straighten the natural channel or waterway of the Chollas Creek in the City of San Diego, County of San Diego, State of California; and

WHEREAS, the clearing of grass, weeds and rubbish from the said waterway and channel will be of benefit to the lands adjoining and adjacent thereto,

NOW, THEREFORE, we, Geo. O. Roberts and Myrtle C. Roberts, husband and wife in consideration of the premises do hereby grant, and allow, and permit the right to the said City of San Diego to enter upon that certain property bordering upon said waterway and channel situate in said City of San Diego, County of San Diego, State of California, described as follows:

Lots 8 to 24 both inclusive in Block 2, J.R.Spencers Addition, according to map thereof No. 618, filed for record in the office of the Recorder in said County and State, for the purpose of removing grass, weeds and rubbish and excavating the bottom thereof where necessary to improve flood control conditions in the location shown on Drawing No. 5647L filed in the office of the City Engineer of The City of San Diego, in said County and State, and in consideration aforesaid we do hereby waive all claim against said City for compensation for any and all damages arising from or caused by reason of the work performed on the said waterway and channel for the purposes hereinbefore set forth.

IT IS FURTHER UNDERSTOOD AND AGREED that neither the undersigned nor the property herein described shall be charged for any cost of the work to be done as herein contemplated.

WITNESS our hands this 5th of December, 1938.

Witness to the signatures of Geo. O. Roberts
and Myrtle C. Roberts

GEO. O. ROBERTS
MYRTLE C. ROBERTS

JESSE B. BURGSTER

State of California)
County of San Diego)ss.

On this 5th day of December, 1938, before me, E.H.Brooks, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Jesse B. Burgster, personally known to me to be the person whose name is subscribed to the within instrument as a subscribing witness thereto who being

Said contractor hereby agrees that it will be bound by each and every part of this contract, and deliver and cause to be delivered all of said material, as herein specified.

by me duly sworn, deposed and said that he resides in the said County of San Diego, State of California, that he was present and saw Geo. O. Roberts and Myrtle C. Roberts PERSONALLY KNOWN BY HIM TO BE THE SAME PERSONS DESCRIBED in and whose names are subscribed to the within instrument as parties thereto sign and execute the same; and that he, the affiant, then and there subscribed his name to the said instrument as a witness.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this instrument first above written.

E.H.BROOKS. (SEAL)

Notary Public in and for the County of San Diego,
State of California.

Recorded Feb 10 1939 10 min. past 11 A.M. in Book 875 at Page 153 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. Zervas.

I certify that I have correctly transcribed this document in above mentioned book.

W.J.McCARTHY

Copyist County Recorder's Office, S.D.County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement between Geo. O. Roberts et ux and City of San Diego relative to Chollas Creek Channel. Being Document No. 311975.

J.M.ASHLEY

City Clerk of the City of San Diego, California

By Helen M. Wallis Deputy

A G R E E M E N T .

WHEREAS, The City of San Diego desires to widen and straighten the natural channel or waterway of the Chollas Creek in the City of San Diego, County of San Diego, State of California; and

WHEREAS, the clearing of grass, weeds and rubbish from the said waterway and channel will be of benefit to the lands adjoining and adjacent thereto,

NOW, THEREFORE, I, Samuel Allary, unmarried, in consideration of the premises do hereby grant, and allow, and permit the right to the said City of San Diego to enter upon that certain property bordering upon said waterway and channel situate in said City of San Diego, County of San Diego, State of California, described as follows:

Lots 37, 38, 39 in W.T.Lemon's Subdivision, according to map thereof No. 392, filed for record in the office of the Recorder in said County and State, for the purpose of removing grass, weeds and rubbish and excavating the bottom thereof where necessary to improve flood control conditions in the location shown on Drawing No. 5647L filed in the office of the City Engineer of The City of San Diego, in said County and State, and in consideration aforesaid I do hereby waive all claim against said City for compensation for any and all damages arising from or caused by reason of the work performed on the said waterway and channel for the purposes hereinbefore set forth.

IT IS FURTHER UNDERSTOOD AND AGREED that neither the undersigned nor the property herein described shall be charged for any cost of the work to be done as herein contemplated.

WITNESS my hand this 5th of December, 1938.

SAMUEL ALLARY

Witness to the signature of Samuel Allary
JESSE B. BURGSTER

State of California)
County of San Diego) ss.

On this 5th day of December, 1938, before me, E.H.Brooks, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Jesse B. Burgster, personally known to me to be the person whose name is subscribed to the within instrument as a subscribing witness thereto who being by me duly sworn, deposed and said that he resides in the said County of San Diego, State of California, that he was present and saw Samuel Allary PERSONALLY KNOWN BY HIM TO BE THE SAME PERSON DESCRIBED in and whose name is subscribed to the within instrument as party thereto sign and execute the same; and that he, the affiant, then and there subscribed his name to the said instrument as a witness.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this instrument first above written.

E.H.BROOKS (SEAL)

Notary Public in and for the County of
San Diego, State of California.

Recorded Feb 10 1939 10 min past 11 A.M. in Book 872 at Page 231 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.

H KNIGHT

Copyist County Recorder's Office, S.D.County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement between Samuel Allary and City of San Diego relative to Chollas Creek Channel. Being Document No. 311981

J.M.ASHLEY

City Clerk of the City of San Diego, California

By Helen M. Wallis Deputy

A G R E E M E N T .

WHEREAS, The City of San Diego desires to widen and straighten the natural channel or waterway of the Chollas Creek in the City of San Diego, County of San Diego, State of California; and

WHEREAS, the clearing of grass, weeds and rubbish from the said waterway and channel will be of benefit to the lands adjoining and adjacent thereto,

NOW, THEREFORE, I, Kate C. Aichele in consideration of the premises, do hereby allow and permit the said City of San Diego to enter upon that certain property bordering upon said waterway and channel situate in said City of San Diego, County of San Diego,

State of California, described as follows:
Lots 19, 20 and 21 in Block 2, J.H.Orcutt's Subdivision, according to the map thereof No. 426 filed for record in the office of the Recorder of said San Diego County, for the purpose of removing grass, weeds and rubbish and excavating the bottom thereof where required to improve flood control conditions in the location shown on 5647-L, filed in the office of the City Engineer of The City of San Diego, in said county and state; and in consideration aforesaid I do hereby waive all claim against said City for compensation for any and all damages arising from or caused by reason of the work performed on the said waterway and channel for the purposes hereinbefore set forth.
IT IS FURTHER UNDERSTOOD AND AGREED that neither the undersigned nor the property herein described shall be charged for any cost of the work to be done as herein contemplated.
WITNESS my hand this 5th day of December, 1938.
KATE C. AICHELE.

Witness to the signature of Kate C. Aichele:
JESSE B. BURGSTER

State of California)
County of San Diego)ss.
On this Fifth day of December, 1938, before me, E.H.Brooks, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Jesse B. Burgster personally known to me to be the person whose name is subscribed to the within instrument as a subscribing witness thereto who being by me duly sworn, deposed and said that he resides in the said County of San Diego, State of California, that he was present and saw Kate C. Aichele PERSONALLY KNOWN BY HIM TO BE THE SAME PERSON described in and whose name is subscribed to the within instrument as party thereto sign and execute the same and that he, the affiant, then and there subscribed his name to the said instrument as a witness.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this instrument first above written.

E.H.BROOKS
Notary Public in and for the County of San Diego,
State of California. (SEAL)
Recorded Feb 10 1938 10 min past 11 A.M. in Book 871 at Page 266 of Official
Records, San Diego Co., Cal. Recorded at request of Grantee.
ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS
I certify that I have correctly transcribed this document in above mentioned book.
SULLIVAN #5
Copyist County Recorder's Office, S.D.County,Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement between Kate C. Aichele and City of San Diego relative to Chollas Creek Channel. Being Document No. 311983.
J.M.ASHLEY
City Clerk of the City of San Diego, California
By Helen M. Wilbig Deputy

A G R E E M E N T .
WHEREAS, The City of San Diego desires to widen and straighten the natural channel or waterway of the Chollas Creek in the City of San Diego, County of San Diego, State of California; and
WHEREAS, the clearing of grass, weeds and rubbish from the said waterway and channel will be of benefit to the lands adjoining and adjacent thereto,
NOW, THEREFORE, I, Charles Jurman, a single man,
in consideration of the premises, do hereby allow and permit the said City of San Diego to enter upon that certain property bordering upon said waterway and channel situate in said City of San Diego, County of San Diego, State of California, described as follows:
West 95 feet of Lot H in Block 7, Central Homestead, according to map thereof No. 358, filed for record in the office of the Recorder of said San Diego County, for the purpose of removing grass, weeds and rubbish and excavating the bottom thereof where required to improve flood control conditions in the location shown on 5647-L, filed in the office of the City Engineer of The City of San Diego, in said county and state; and in consideration aforesaid I do hereby waive all claim against said City for compensation for any and all damages arising from or caused by reason of the work performed on the said waterway and channel for the purposes hereinbefore set forth.
IT IS FURTHER UNDERSTOOD AND AGREED that neither the undersigned nor the property herein described shall be charged for any cost of the work to be done as herein contemplated
WITNESS my hand this 2nd day of December, 1938.
CHARLES. JURMAN

Witness to the signature of Charles Jurman:
JESSE B. BURGSTER.

State of California)
County of San Diego)ss.
On this 2nd day of December, 1938, before me, E.H.Brooks, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Jesse B. Burgster, personally known to me to be the person whose name is subscribed to the within instrument as a subscribing witness thereto who being by me duly sworn, deposed and said that he resides in the said County of San Diego, State of California, that he was present and saw Charles Jurman PERSONALLY KNOWN BY HIM TO BE THE SAME PERSON DESCRIBED in and whose name is subscribed to the within instrument as party thereto sign and execute the same; and that he, the affiant, then and there subscribed his name to the said instrument as a witness.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this instrument first above written.

E.H.BROOKS.
Notary Public in and for the County of San Diego,
State of California. (SEAL)
Recorded Feb 10, 1939 10 min past 11 A.M. in Book 865 at Page 322 of Official
Records, San Diego Co., Cal. Recorded at request of Grantee.
ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS
I certify that I have correctly transcribed this document in above mentioned book.
JEANNETTE L. SELTZER
Copyist County Recorder's Office, S.D.County,Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement between Charles Jurman and City of San Diego relative to Chollas Creek Channel. Being Document No. 311985

J.M.ASHLEY
City Clerk of the City of San Diego, California

By Helen M. Wallig Deputy

A G R E E M E N T .

WHEREAS, The City of San Diego desires to widen and straighten the natural Waterway and channel of the Chollas Creek in the City of San Diego, County of San Diego, State of California; and

WHEREAS, the clearing of grass, weeds and rubbish from said waterway and channel will be of benefit to the lands adjoining and adjacent thereto,

NOW, THEREFORE, we, Artemis Esguerra and Josefa Esguerra, husband and wife, IN consideration of the premises do hereby grant, allow and permit the right to the said City of San Diego to enter upon that certain property bordering upon said waterway and channel situate in said City of San Diego, County of San Diego, State of California, described as follows:

Lots 4, 5, 6, and the West one-half of Lots 7, 8, 9, in Block 9, Wetmore & Sanborn's Addition, according to map thereof No. 276, filed for record in the office of the Recorder of said County and State, for the purpose of removing grass, weeds and rubbish and excavating the bottom thereof where necessary to improve flood control conditions in the location shown on Drawing No. 5647L filed in the office of the City Engineer of The City of San Diego, in said County and State, and in consideration aforesaid we do hereby waive all claim against said City for compensation for any and all damages arising from or caused by reason of the work performed on the said waterway and channel for the purposes hereinbefore set forth.

IT IS FURTHER UNDERSTOOD AND AGREED that neither the undersigned nor the property herein described shall be charged for any cost of the work to be done as herein contemplated.

WITNESS our hands this 5th day of December, 1938.

Witness to the signatures of
Artemis Esguerra and Josefa Esguerra
JESSE B. BURGSTER

ARTEMIO ESQUERRA
JOSEFA ESQUERRA

State of California)
County of San Diego)ss.

On this 5th day of December, 1938, before me, E.H. Brooks, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Jesse B. Burgster, personally known to me to be the person whose name is subscribed to the within instrument as a subscribing witness thereto who being by me duly sworn, deposed and said that he resides in the said County of San Diego, State of California, that he was present and saw Artemis Esguerra and Josefa Esguerra PERSONALLY KNOWN BY HIM TO BE THE SAME PERSONS DESCRIBED in and whose names are subscribed to the within instrument as parties thereto sign and execute the same; and that he, the affiant, then and there subscribed his name to the said instrument as a witness.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this instrument first above written.

E.H. BROOKS.
Notary Public in and for the County
of San Diego, State of California.

(SEAL)

Recorded Feb 10 1939 10 min past 11 A.M. in Book 874 at Page 195 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book
RUTH HUBBARD

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement between Artemis Esquerra et ux and City of San Diego relative to Chollas Creek Channel. Being Document No. 311987.

J.M.ASHLEY
City Clerk of the City of San Diego, California

By Helen M. Wallig Deputy

A G R E E M E N T .

WHEREAS, The City of San Diego desires to widen and straighten the natural waterway and channel of the Chollas Creek in the City of San Diego, County of San Diego, State of California; and

WHEREAS, the clearing of grass, weeds and rubbish from said waterway and channel will be of benefit to the lands adjoining and adjacent thereto,

NOW, THEREFORE, I, Rufus Choate, Trustee, in consideration of the premises do hereby grant, allow and permit the right to the said City of San Diego to enter upon that certain property bordering upon said waterway and channel situate in said City of San Diego County of San Diego, State of California, described as follows:

Lots 39, 40, 41 in Block 291½, Seaman & Choate's Addition, according to map thereof No. 223, filed for record in the office of the Recorder of said County of San Diego for the purpose of removing grass, weeds and rubbish and excavating the bottom thereof where necessary to improve flood control conditions in the location shown on Drawing No. 5647L filed in the office of the City Engineer of The City of San Diego, in said County and State, and in consideration therefor I do hereby waive all claim against said City for compensation for any and all damages arising from or caused by reason of the work performed on the said waterway and channel for the purposes hereinbefore set forth.

IT IS FURTHER UNDERSTOOD AND AGREED that neither the undersigned nor the property herein described shall be charged for any cost of the work to be done as herein contemplated.

WITNESS my hand this 6th day of December, 1938.

RUFUS CHOATE Trustee

Witness to the signature of
Rufus Choate, Trustee:
JESSE B. BURGSTER.

State of California)
County of San Diego)ss.

On this Sixth day of December, 1938, before me, E.H.Brooks, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Jesse B. Burgster, personally known to me to be the person whose name is subscribed to the within instrument as a subscribing witness thereto who being by me duly sworn, deposed and said that he resides in the said County of San Diego, State of California, that he was present and saw Rufus Choate, Trustee, PERSONALLY KNOWN BY HIM TO BE THE SAME PERSON DESCRIBED in and whose name is subscribed to the within instrument as party thereto sign and execute the same; and that he, the affiant, then and there subscribed his name to the said instrument as a witness.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this instrument first above written.

E.H.BROOKS.
Notary Public in and for the County of San Diego,
State of California. (SEAL)

Recorded Feb 10 1939 10 min past 11 A.M. in Book 877 at Page 61 of Official
Records, San Diego Co., Cal. Recorded at request of Grantee.
ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.
V FUERTH
Copyist County Recorder's Office, S.D.County,Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement between Rufus Choate and City of San Diego relative to Chollas Creek Channel. Being Document No. 311989.

J.M.ASHLEY
City Clerk of the City of San Diego, California
By Helen M. Wallig Deputy

A G R E E M E N T .

WHEREAS, The City of San Diego desires to widen and straighten the natural channel or waterway of the Chollas Creek in the City of San Diego, County of San Diego, State of California; and

WHEREAS, the clearing of grass, weeds and rubbish from the said waterway and channel, will be of benefit to the lands adjoining and adjacent thereto,

NOW, THEREFORE, I, Emma V. Favro, widow, in consideration of the premises do hereby grant, and allow, and permit the right to the said City of San Diego to enter upon that certain property bordering upon said waterway and channel situate in said City of San Diego, County of San Diego, State of California, described as follows:

Lots 50 and 51 in Block 2, J.R.Spencers Addition, according to map thereof No. 618, filed for record in the office of the Recorder of said County and State, for the purpose of removing grass, weeds and rubbish and excavating the bottom thereof where necessary to improve flood control conditions in the location shown on Drawing No. 5647L filed in the office of the City Engineer of The City of San Diego, in said County and State, and in consideration aforesaid I do hereby waive all claim against said City for compensation for any and all damages arising from or caused by reason of the work performed on the said waterway and channel for the purposes hereinbefore set forth.

IT IS FURTHER UNDERSTOOD AND AGREED that neither the undersigned nor the property herein described shall be charged for any cost of the work to be done as herein contemplated.

WITNESS my hand this 6th of December, 1938.
EMMA V. FAVRO

Witness to the signature of Emma V. Favro:
JESSE B. BURGSTER

State of California)
County of San Diego)ss.

On this Sixth day of December, 1938, before me, E.H.Brooks, a Notary public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Jesse B. Burgster personally known to me to be the person whose name is subscribed to the within instrument as a subscribing witness thereto who being by me duly sworn, deposed and said that he resides in the said County of San Diego, State of California, that he was persent and saw Emma V. Favro, widow, PERSONALLY KNOWN BY HIM TO BE THE SAME PERSON described in and whose name is subscribed to the within instrument as party thereto sign and execute the same and that he, the affiant, then and there subscribed his name to the said instrument as a witness.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this instrument first above written.

E.H.BROOKS (SEAL)
Notary Public in and for the County of
San Diego, State of California.

Recorded Feb 10 1939 10 min past 11 A.M. in Book 868 at Page 283 of Official
Records, San Diego Co., Cal. Recorded at request of Grantee.
ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.
L. SHANNON
Copyist County Recorder's Office S.D.County,Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement between Emma V. Favro and City of San Diego relative to Chollas Creek Channel. Being Document No. 311991.

J.M.ASHLEY
City Clerk of the City of San Diego, California

By Helen M. Wallig Deputy

Recorded Feb 10 1939 10 min past 11 A.M. in Book 867 at Page 293 of Official
Records, San Diego, Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned
book. ZETTA J. BEER
Copyist County Recorder's Office, S.D.County,Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Agreement between Marguerite A. Nery and City of San Diego relative to Chollas Creek
Channel. Being Document No. 311995.

J.M.ASHLEY
City Clerk of the City of San Diego, California

By Helen M. Willy Deputy

A G R E E M E N T .

WHEREAS, The City of San Diego desires to widen and straighten the natural
channel or waterway of the Chollas Creek in the City of San Diego, County of San Diego,
State of California; and

WHEREAS, the clearing of grass, weeds and rubbish from the said waterway and
channel will be of benefit to the lands adjoining and adjacent thereto,

NOW, THEREFORE, I, Carrie Nelson, widow, _____ in consideration of the
premises, do hereby allow and permit the said City of San Diego to enter upon that certain
property bordering upon said waterway and channel situate in said City of San Diego, County
of San Diego, State of California, described as follows:

Lot G in Block 7, Central Homestead, according to the map thereof No. 358 filed
for record in the office of the Recorder of said San Diego County, for the purpose of
removing grass, weeds and rubbish and excavating the bottom thereof where required to
improve flood control conditions in the location shown on 5647-L, filed in the office of
the City Engineer of The City of San Diego, in said county and state; and in consideration
aforesaid I do hereby waive all claim against said City for compensation for any and all
damages arising from or caused by reason of the work performed on the said waterway and
channel for the purposes hereinbefore set forth.

IT IS FURTHER UNDERSTOOD AND AGREED that neither the undersigned nor the property
herein described shall be charged for any cost of the work to be done as herein contemplated.

WITNESS my hand this 2nd day of December, 1938.

CARRIE NELSON

Witness to the signature of Carrie Nelson:
JESSE B. BURGSTER.

State of California)
County of San Diego) ss.

On this 2nd day of December, 1938, before me, E.H.Brooks, a Notary Public in and
for the said County of San Diego, State of California, residing therein, duly commissioned
and sworn, personally appeared Jesse B. Burgster personally known to me to be the person
whose name is subscribed to the within instrument as a subscribing witness thereto who
being by me duly sworn, deposed and said that he resides in the said County of San Diego,
State of California, that he was present and saw Carrie Nelson PERSONALLY KNOWN BY HIM TO
BE THE SAME PERSON described in and whose name, is subscribed to the within instrument
as party thereto sign and execute the same and that he, the affiant, then and there sub-
scribed his name to the said instrument as a witness.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the
day and year in this instrument first above written.

E.H.BROOKS
Notary Public in and for the County of San Diego
State of California. (SEAL)

RECORDED FEB 10 1939 10 min past 11 A.M. in Book 860 at Page 428 of Official
Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.
NOLA N. PFAHLER
Copyist County Recorder's Office, S.D.County,Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy
of Agreement with Carrie Nelson and City of San Diego relative to Chollas Creek Channel.
Being Document No. 311997.

J.M.ASHLEY
City Clerk of the City of San Diego, California

By Helen M. Willy Deputy

A G R E E M E N T

WHEREAS, RUE PEARL CARTWRIGHT, STANLEY EARL STENSRUD, GOVERNOR AUBREY STENSRUD
AND WILLIAM KONRAD are the owners of the Easterly 70 feet of Lots 25, 26 and 27, Block 46,
Subdivision of City Heights and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of
The City of San Diego, California, prohibit the removal of any curbing or the installation
of any driveway on any city street prior to signing an agreement with the City to replace
any curbing so removed, at such time as requested so to do by the City Council; NOW,
THEREFORE,

THIS AGREEMENT, signed and executed this 20th day of December, 1938, by signators
hereto, that we will, for and in consideration of the permission granted us to remove 35
feet of curbing on University Avenue and 45 feet of curbing on Fairmount Avenue adjacent
to the above described property, bind ourselves to, and we hereby by these presents agree
to, remove any driveway constructed in pursuance hereto, and to replace the curbing at
such time as the City Council of San Diego directs us so to do, and comply therewith at
our own expense and with no cost or obligation on the part of The City of San Diego.

We further agree that this agreement shall be binding on ourselves, our heirs
and assigns, and that any sale of the property therein mentioned and described shall be
made subject to the condition and agreements herein named.

GOVERNOR AUBREY STENSRUD
RUIE PEARL CARTWRIGHT.
STANLEY EARL STENSRUD
WILLIAM KONRAD.

WITNESS H.H.CAVE

STATE OF CALIFORNIA)
) ss
County of San Diego,)

On this 30th day of December, 1938, before me, A. Maude Malanaphy a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared H.H.Cave personally known to me to be the person whose name is subscribed to the within instrument as a subscribing witness thereto who being by me duly sworn, deposed and said that he resides in the said County of San Diego, State of California, that he was present and saw Governor Aubrey Stensrud, Ruie Pearl Cartwright, Stanley Earl Stensrud, and William Konrad, personally known to him to be the same persons described in and whose name is subscribed to the within instrument as a party thereto, sign and execute the same; and that he, the affiant, then and there subscribed his name to said instrument as a witness.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the County of San Diego, the day and year in this certificate first above written.

(SEAL) My Commission expires _____ Notary Public in and for the County of San Diego,
My Commission Expires Jan 20, 1941 State of California

RECORDED Feb 4 1939 1 min past 9 A.M. in Book 873 at Page 187 of Official
Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.
ORPHA HARBAUGH #18
Copyist County Recorder's Office, S.D.County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Curb Cutting Agreement from Ruie Pearl Cartwright et al to City of San Diego. Being
Document No. 312016.

J.M.ASHLEY
City Clerk of the City of San Diego, California

By Helen M. Willig Deputy

A G R E E M E N T

WHEREAS, HEIRS OF JAMES PHELAN are, is the owner of _____ Lots A & B Block 71
Subdivision Horton's Addition and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of
The City of San Diego, California, prohibit the removal of any curbing or the installation
of any driveway on any city street prior to signing an agreement with the City to replace
any curbing so removed, at such time as requested so to do by the City Council; NOW,
THEREFORE,

THIS AGREEMENT, signed and executed this 6th day of February, 1939, by Heirs of
James Phelan that they will, for and in consideration of the permission granted them to
remove 60 feet of curbing on 6th Ave.-being 2-30' driveways on 6th street adjacent to the
40 F St.

above described property, bind them to, and they hereby by these presents agree to,
remove any driveway constructed in pursuance hereto, and to replace the curbing at such
time as the City Council of San Diego directs them so to do, and comply therewith at their
own expense and with no cost or obligation on the part of The City of San Diego.

They further agree that this agreement shall be binding on them, their heirs
and assigns, and that any sale of the property therein mentioned and described shall be
made subject to the condition and agreements herein named.

HEIRS OF JAMES PHELAN
Owner's Name By ROSABELLE DRISCOLL
Secretary
603 Phelan Building, San Francisco.
Address

STATE OF CALIFORNIA,)
City and County of) ss
San Francisco)

On this 6th day of February, A.D. Nineteen Hundred and thirty-nine, before me,
JESSE M. WHITED a Notary Public in and for said County, residing therein, duly commissioned
and sworn, personally appeared ROSABELLE DRISCOLL known to me to be the person described
in and whose name is subscribed to the within instrument, and acknowledged to me that
she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at
my office in the City and, County of San Francisco, State of California, the day and year
in this certificate first above written.

(SEAL) Jesse M. Whited, Notary Public in JESSE M. WHITED
and for the City and County of San Notary Public in and for the City and County of
Francisco, State of California, San Francisco, State of California.
760 Market Street.
My Commission expires October 22, 1939.

RECORDED FEB 14 1939 30 min past 2 P.M. in Book 860 at Page 450 of Official
Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.
NOLA N. PFAHLER
Copyist County Recorder's Office, S.D.County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Curb Cutting Agreement from Heirs of James Phelan to City of San Diego. Being Document
No. 312147.

J.M.ASHLEY
City Clerk of the City of San Diego, California

By Helen M. Willig Deputy

A G R E E M E N T

WHEREAS, Ellen Jewett Wood is the owner of Lots 3 & 4, Block 51 Subdivision Arnold & Choates Add., and portions of Dove Street, closed and,
WHEREAS, the provisions of Ordinance No. 12321 of the ordinances of the City of San Diego prohibit the erection of buildings or structures on said property to the front property line on Dove Street; and,
WHEREAS, the undersigned has heretofore applied to the Council of the City of San Diego for a special permit to erect a Garage building on the above-mentioned property, closer to the front property line than permitted by said ordinance; and,

WHEREAS, the Council of said City has by Resolution No. 68897 suspended the provisions of said ordinance with respect to said property and has granted permission to the undersigned to erect a Garage building 2 feet from the front property line on the condition and for and in consideration that the undersigned will at any later date, when requested by the City of San Diego, move said Garage building from said front property line back to the line established and designated by the said City of San Diego. Now, THEREFORE,

WITNESS THIS AGREEMENT, signed and executed this 14th day of February, 1939, by Ellen Jewett Wood that she will, for and in consideration of the permission granted her to erect a garage building on the above described property to 2 ft. from the front property line, bind herself to, and she hereby by these presents agrees, to move any garage building erected in pursuance hereof back from the front property line to the established line designated by the City of San Diego, as shown in Ordinance No. 12321 on file in the office of the City Clerk of said City, and at such time as the City of San Diego directs hereto move said garage building to the line designated; that she will move said garage building and comply therewith at her own expense and with no cost or obligation on the part of the City of San Diego.

She further agrees that this agreement shall be binding on herself, her heirs, and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

ELLEN JEWETT WOOD
Owner's Name
1210 Hendricks St.
Address

STATE OF CALIFORNIA,)
County of San Diego,) ss.

On this 14th day of February A.D. Nineteen Hundred and Thirty-Nine, before me, _____ a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Ellen Jewett Wood known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL) FRED W. SICK
Notary Public in and for the County of San Diego,
My Commission Expires May 15, 1939. State of California.

RECORDED FEB 17 1939 21 min. past 4 PM in Book 860 at Page 488 of Official Records, San Diego Co., Cal. Requested at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.
NOLA N. PFAHLER
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Owner Ellen Jewett Wood to move building when Dove Street is widened. Being Document No. 312175.

J.M.ASHLEY
City Clerk of the City of San Diego, California
By Helen M. Wallig Deputy

A G R E E M E N T

WHEREAS, I, W.P.Odom are, is the owner of 3652 India St Lot 7 Block 167 Subdivision Middletown and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 14 day of Feb., 1939, by W.P.Odom that he will, for and in consideration of the permission granted him to remove 40 feet of curbing on Chalmers St. street adjacent to the above described property, bind him to, and does hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

he further agrees that this agreement shall be binding on W.P.Odom, his heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

W. P. ODOM
Owner's Name
316 Commonwealth Bldg.
Address

STATE OF CALIFORNIA,)
County of San Diego) ss

On this 14 day of Feb, A.D. Nineteen Hundred and 39, before me, HENRY E. LANGE a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared W. P. Odom known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL) HENRY E. LANGE
My Commission Expires March 27, 1941. Notary Public in and for the County of San Diego,
State of California.

RECORDED FEB 17 1939 21 min past 4 P M in Book 868 at Page 347 of Official
Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.
L. SHANNON

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from W.P.Odom to City of San Diego. Being Document No. 312204.

J. M. ASHLEY

City Clerk of the City of San Diego, California.

By Helen M. Willis Deputy

A G R E E M E N T

WHEREAS, Ross O. Taylor are, is the owner of 3829 Granada Lot 10 Block 3 Subdivision West End and.

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE.

THIS AGREEMENT, signed and executed this 27th day of February, 1939, by Ross O. Taylor that he will, for and in consideration of the permission granted him to remove 10 feet of curbing on Granada street adjacent to the above described property, bind himself to, and does hereby by these presents agree__ to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

_____ further agree that this agreement shall be binding on Ross O. Taylor, and heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

ROSS O. TAYLOR

Owner's Name

5201 Marlborough San Diego, Calif.

Address

STATE OF CALIFORNIA,)
) SS
County of San Diego)

On this 27th day of February, A.D. Nineteen Hundred and 39, before me, Helen Ruth Krames a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Ross O. Taylor known to me to be the person__ described in and whose name__ is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

HELEN RUTH KRAMES

(SEAL) My Commission Expires
Aug. 17, 1942

Notary Public in and for the County of San Diego,
State of California.

RECORDED MAR 6 1939 28 min. past 3 P M in Book 870 at Page 434 of Official
Records. San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.

O PRYOR

O PRYOR

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from Ross O. Taylor to City of San Diego. Being Document No. 312438.

J.M.ASHLEY

City Clerk of the City of San Diego, California

By Helen M. Wilks Deputy

A G R E E M E N T

WHEREAS, Piggly Wiggly of San Diego, Inc. are, is the owner of The real property, described as Lot 1 & 2 Block 10 Subdivision West End, San Diego, Calif. and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 24 day of February, 1939, by S.B.BEAUDRY Secretary-Treasurer Secretary-Treasurer of PIGGLY WIGGLY OF SAN DIEGO, INC. that they will, for and in consideration of the permission granted them to remove 36 feet of curbing on Whightman & Ray street adjacent to the above described property, bind themselves to, and they hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, and comply therewith at their own expense and with no cost or obligation on the part of The City of San Diego.

and further agree that this agreement shall be binding on Piggly Wiggly of, San Diego, heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

PIGGLY WIGGLY OF SAN DIEGO, INC.

By S.B.BEAUDRY Sec'y-Treas

Owner's Name

306 - 8th Ave. P.O.Box 1030

SAN DIEGO, CALIF. Address

STATE OF CALIFORNIA,)
) ss
County of San Diego)

On this 24 day of Feb'y, A.D. Nineteen Hundred and 39, before me, N.STEINMETZ

a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared S.B.Beaudry known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL) N. STEINMETZ
Notary Public in and for the County of San Diego,
State of California.

RECORDED MAR 6 1939 27 min. past 3 P M in Book 870 at Page 430 of Official
Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.

O PRYOR
Copyist County Recorder's Office, S.D.County,Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from Piggly Wiggly of San Diego to City of San Diego. Being Document No. 312442.

J.M.ASHLEY
City Clerk of the City of San Diego, California

By Helen M. Willey Deputy

A G R E E M E N T

WHEREAS, Albert C. Barnes and Dora May Barnes are, owners of South Half of Lot "B" Block 59 Horton's Addition and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 2nd. day of March, 1939, by Albert C. Barnes and Dora May Barnes that they will, for and in consideration of the permission granted them to remove 9' feet of curbing on 7th. Avenue adjacent to the above described property, bind them to, and does hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, and comply therewith at our own expense and with no cost or obligation on the part of The City of San Diego.

we further agree that this agreement shall be binding on us, our heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

ALBERT C. BARNES DORA MAY BARNES
Owner's Name
847-7th. Avenue, San Diego, Calif
Address

STATE OF CALIFORNIA,)
County of San Diego) ss

On this 2nd day of March, A.D. Nineteen Hundred and Thirty Nine, before me, Andrew Nielsen a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Albert C. Barnes and Dora May Barnes known to me to be the persons described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

My Commission Expires Aug. 23, 1939. ANDREW NIELSEN (SEAL)
Notary Public in and for the County of
San Diego, State of California.

RECORDED MAR 6 1939 26 min. past 3 P M in Book 877 at Page 262 of Official
Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.

V FUERTH
Copyist County Recorder's Office, S.D.County,Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from Albert C. Barnes to City of San Diego. Being Document No. 312443.

J.M.ASHLEY
City Clerk of the City of San Diego, California

By Helen M. Willey Deputy

A G R E E M E N T

WHEREAS, Mollie M. Ward are, is the owner of the East 84 ft of the North 63½ ft Lot 10 Block J Subdivision Teralta (3945 El Cajon) and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 1st day of March, 1939, by me that I will, for and in consideration of the permission granted me to remove 20 feet of curbing on El Cajon street adjacent to the above described property, bind myself to, and do hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

I further agree that this agreement shall be binding on myself, my heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

MOLLIE M. WARD
Owner's Name
926 E 12th st
Address

STATE OF CALIFORNIA,)
County of San Diego) ss

On this 1st day of March, A.D. Nineteen Hundred and thirty-nine, before me, Ralph Shattuck a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Mollie M. Ward known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL) RALPH SHATTUCK
Notary Public in and for the County of San Diego,
State of California.

RECORDED MAR 10 1939 18 min. past 9 A.M. in Book 876 at Page 330 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.

E. BAEPLER
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from Mollie M. Ward to City of San Diego. Being Document No. 312553.

J.M.ASHLEY
City Clerk of the City of San Diego, California.

By Helen M. Willy Deputy

A G R E E M E N T

WHEREAS, Klicka Lumber Company are, is the owner of Lots 1 to 3 Block 14 Subdivision Fairmount Addition to City Heights and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 4th day of March, 1939, by Klicka Lumber Company that they will, for and in consideration of the permission granted them to remove 100 feet of curbing on street adjacent to the above described property, bind them to, and they hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, and comply therewith at their own expense and with no cost or obligation on the part of The City of San Diego.

They further agree that this agreement shall be binding on them, their heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

KLICKA LUMBER COMPANY
By ROY A. NOVAK Secretary
Owner's Name
3933 30th Street Address

STATE OF CALIFORNIA,)
County of San Diego) ss

On this 4th day of March, A.D. Nineteen Hundred and Thirty-nine, before me, Mary Anderson a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Roy A. Novak, known to me to be the Secretary of the Corporation that executed the within instrument, known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same, on behalf of the corporation therein named.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL) MARY ANDERSON
Notary Public in and for the County
My Commission Expires Mar 7, 1942 of San Diego, State of California.

RECORDED MAR 13 1939 1 min. past 3 P.M. in Book 884 at Page 48 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.

ZETTA J. BEER
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from Klicka Lumber Co. to City of San Diego. Being Document No. 312566.

J.M.ASHLEY
City Clerk of the City of San Diego, California

By Helen M. Willy Deputy

A G R E E M E N T

WHEREAS, H.G. Fenton Material Company, a corporation, is the owner of Lots 1 & 6, Block 97, Subdivision San Diego Land & Town Company's Addition, City of San Diego, County of San Diego, State of California, and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 1st day of March, 1939, by H.G. Fenton Material Company that it will, for and in consideration of the permission granted it to remove 80 feet of curbing on Evans & Main streets adjacent to the above described property, bind itself to, and does hereby by these presents agree__ to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs it so to do, and comply therewith at its own expense and with no cost or obligation on the part of The City of San Diego.

It further agrees that this agreement shall be binding on itself, its heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

H.G.FENTON MATERIAL COMPANY,
W.A.STEBBINS, Vice President

Owner's Name

STATE OF CALIFORNIA,)
County of San Diego) ss

ATTEST: C.O.OLINE, Secretary (SEAL)
Address 1245 National Ave.,
San Diego, California.

On this 1st day of March, A.D. Nineteen Hundred and Thirty-nine, before me, D.O. Lockman, Jr., a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared W.A.Stebbins and C.O.Oline, known to me to be the Vice-President and Secretary, respectively, of the H.G.Fenton Material Company, San Diego, California, and known to me to be the persons described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

D. O. LOCKMAN JR.

(SEAL)
My Commission Expires July 20, 1939.

Notary Public in and for the County of San Diego,
State of California.

RECORDED MAR 13 1939 1 min. past 3 P.M. in Book 884 at Page 92 of Official
Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.

ZETTA J. BEER

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from H.G.Fenton Material Co. to City of San Diego. Being Document No. 312572.

J.M.ASHLEY

City Clerk of the City of San Diego, California

By Helen M. Willis Deputy

A G R E E M E N T

Established 1886 926 Seventh Ave.
San Diego, Calif.

WHEREAS, Alfred H. Wilcox, Mary W. Longstreet, Tulita Wilcox Miner and Daphne Drake Macneil are, the owners of Lots E, F. G. and H Lot _____ Block 194 Subdivision Horton's Addition, in the City and County of San Diego and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 17 day of February, 1939, by Owners that they will, for and in consideration of the permission granted them to remove 18 feet of curbing on "A" street adjacent to the above described property, bind themselves to, and they hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, and comply therewith at their own expense and with no cost or obligation on the part of The City of San Diego.

They further agree that this agreement shall be binding on them, their heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

ALFRED H. WILCOX, TULITA WILCOX MINER
DAPHNE DRAKE MACNEIL MARY W. LONGSTREET
Owner's Names

STATE OF CALIFORNIA)
County of Los Angeles) SS.

On this 17 day of February A.D., 1939 before me, J. Everett Brown a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared Alfred H. Wilcox and Mary W. Longstreet known to me to be the persons whose name are subscribed to the within Instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

J. EVERETT BROWN

Notary Public in and for said County and State of
California (SEAL)

DISTRICT OF COLUMBIA

On this 4th day of Feb., A.D. Nineteen Hundred Thirty-nine, before me, James G. Caposella, a Notary Public in and for District of Columbia, residing therein, duly commissioned and sworn, personally appeared TULITA WILCOX MINER and DAPHNE DRAKE MACNEIL known to me to be the persons described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official seal, at

my office in Washington, D.C., the day and year in this certificate first above written.

JAMES G. CAPOSELLA. (SEAL)
RECORDED MAR 13 1939 1 min. past 3 P.M. in Book 882 at Page 108 of Official
Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, COUNTY RECORDER
By Deputy H. Zervas
M.E.BAIRD #9
I certify that I have correctly transcribed this document in above mentioned
book.
Copyist County Recorder's Office, S.D.County,Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy
of Curb Cutting Agreement from Alfred H. Wilcox, et al to City of San Diego. Being
Document No. 312573.

J.M.ASHLEY
City Clerk of the City of San Diego, California

By Helen M. Willyg Deputy

A G R E E M E N T

WHEREAS, ANDREW N. BAIRD are, is the owner of Lot 9 Block 217 Sub-
division Middletown City of San Diego and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of
The City of San Diego, California, prohibit the removal of any curbing or the installation
of any driveway on any city street prior to signing an agreement with the City to replace
any curbing so removed, at such time as requested so to do by the City Council; NOW,
THEREFORE,

THIS AGREEMENT, signed and executed this 28 day of February, 1939, by Andrew N.
Baird that he will, for and in consideration of the permission granted to remove 16
feet of curbing on California street adjacent to the above described property, bind him-
self to, and does hereby by these presents agrees to, remove any driveway constructed in
pursuance hereto, and to replace the curbing at such time as the City Council of San Diego
directs him so to do, and comply therewith at his own expense and with no cost or obliga-
tion on the part of The City of San Diego.

he further agrees that this agreement shall be binding on himself, his heirs and
assigns, and that any sale of the property therein mentioned and described shall be made
subject to the condition and agreements herein named.

ANDREW N. BAIRD Owner's Name
2121 West California St. Address

STATE OF CALIFORNIA,)
) ss
County of San Diego)

On this 28 day of February, A.D. Nineteen Hundred and 39, before me, Esta D.
Gregg a Notary Public in and for said County, residing therein, duly commissioned and
sworn, personally appeared ANDREW N. BAIRD known to me to be the person described in and
whose name IS subscribed to the within instrument, and acknowledged to me that he
executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at
my office in San Diego, County of San Diego, State of California, the day and year in this
certificate first above written.

ESTA D. GREGG
(SEAL) Notary Public in and for the County of San Diego,
My Commission Expires Dec. 16, 1942 State of California.

RECORDED MAR 13 1939 1 min. past 3 P.M. in Book 876 at Page 348 of Official
Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, COUNTY RECORDER
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.
E. BAEPLER
Copyist County Recorder's Office, S.D.County,Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy
of Curb Cutting Agreement from Andrew N. Baird to City of San Diego. Being Document No.
312574.

J.M.ASHLEY
City Clerk of the City of San Diego, California

By Helen M. Willyg Deputy

A G R E E M E N T

WHEREAS, Leonard Freshour, is the owner of Lot E. Block 48, Hortons Addition,
and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of
The City of San Diego, California, prohibit the removal of any curbing or the installation
of any driveway on any city street prior to signing an agreement with the City to replace
any curbing so removed, at such time as requested so to do by the City Council; NOW,
THEREFORE,

THIS AGREEMENT, signed and executed this 10th day of March, 1939, by Leonard
Freshour that I will, for and in consideration of the permission granted me to remove 10
feet of curbing on 9th Avenue street adjacent to the above described property, bind myself
to, and do hereby by these presents agree to, remove any driveway constructed in pur-
suance hereto, and to replace the curbing at such time as the City Council of San Diego
directs me so to do, and comply therewith at my own expense and with no cost or obligation
on the part of The City of San Diego.

I further agree that this agreement shall be binding on myself, my heirs and
assigns, and that any sale of the property therein mentioned and described shall be made
subject to the condition and agreements herein named.

LEONARD FRESHOUR
Owner's Name Leonard Freshour
4355- No. Talmadge Drive
Address

STATE OF CALIFORNIA,)
) ss
County of San Diego)

On this 10th day of March, , A.D. Nineteen Hundred and Thirty nine, before me,
a Notary Public in and for said County, residing therein, duly commissioned and

sworn, personally appeared Leonard Freshour known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)

E.H. BROOKS
Notary Public in and for the County
of San Diego, State of California.

RECORDED MAR 21 1939 46 min. past 3 P.M. in Book 888 at Page 77 of Official
Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, COUNTY RECORDER
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.
O PRYOR

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy
of Curb Cutting Agreement from Leonard Freshour to City of San Diego. Being Document No.
312589.

J.M. ASHLEY
City Clerk of the City of San Diego, California

By Helen M. Wilby Deputy

A G R E E M E N T

KNOW ALL MEN BY THESE PRESENTS:

That, Whereas, The Whitson Company, a corporation, the undersigned, for and in consideration of the sum of \$10,000.00, has executed and delivered to The City of San Diego, a municipal corporation in the County of San Diego, State of California, a grant deed of even date, conveying the following described real property, situate in the City of San Diego, County of San Diego, State of California, described as follows:

Parcel 1: Portions of Washington Street closed to public use by Resolution No. 54572 of the Common Council of the City of San Diego, California, adopted August 25th, 1930, lying contiguous and adjoining Lots F, 12, 13, 14, 15 and 16, Block 1, Amended Plat of Hillcrest, according to the Map thereof No. 1069, filed in the Office of the County Recorder of said County of San Diego; ALSO, a portion of Lot 12, said Block 1; said parcels of land being particularly described as follows, to-wit:

Commencing at the point of intersection of the easterly line of Pueblo Lot C, according to the Map of the Pueblo Lands of San Diego made by James Pascoe in the year 1870, a copy of which map is filed as Miscellaneous Map No. 36, in the Office of said County Recorder, with the easterly prolongation of the northerly line of Washington Street as located and established at this date, viz: January, 1939; thence South 89° 57' 00" West along the easterly prolongation of the northerly line of said Washington Street and along the northerly line of said Washington Street, a distance of 304.15 feet to the point of intersection of the southerly line of Lot 12, Block 1, said Amended Plat of Hillcrest, with the northerly prolongation of the west line of 5th Avenue, formerly 5th Street; thence westerly along the southerly line of said Lot 12, being also along the arc of a curve concaved northerly whose center bears North 88.07 feet from said last described point, a distance of 22.37 feet to a point; thence North 87° 00' 00" East, a distance of 326.77 feet to a point on the easterly line of said Pueblo Lot C distant therealong 19.56 feet northerly from the point of commencement; thence southerly along the easterly line of said Pueblo Lot C, a distance of 19.56 feet to the point of commencement;

Parcel 2: Portions of Lots 1, 2, 23 and 24, Block 1, Northside Addition, according to the Map thereof No. 666, filed in the Office of the County Recorder of said County of San Diego, particularly described as follows, to-wit:

Commencing at the point of intersection of the west line of said Lot 1 with the southerly line of Washington Street as located and established at this date, viz: January, 1939; thence North 89° 57' 00" East along the southerly line of said Washington Street, a distance of 190.04 feet (Record: 190.00 feet) to the point of a tangent curve concaved southwesterly having a radius of 10.00 feet; thence easterly, southeasterly and southerly along the arc of said curve, being also along the southerly southwesterly and westerly line of said Washington Street, a distance of 15.69 feet to a point of tangency; thence South 0° 00' 30" West tangent to said curve and along the easterly line of said Lots 24 and 23, a distance of 11.83 feet to a point; thence South 87° 00' 00" West, a distance of 200.26 feet to a point on the west line of said Lot 2 distant therealong 32.13 feet south from the point of commencement; thence North along the west line of said Lots 2 and 1, a distance of 32.13 feet to the point of commencement;

Parcel 3: Portions of Lots 1, 2 and 3, G.A. Bush Addition, according to the Map thereof No. 1915, filed in the Office of the County Recorder of said County of San Diego; also, portions of Washington Street closed to public use by Resolution No. 54572 of the Common Council of the City of San Diego, California, adopted August 25th, 1930 lying contiguous and adjoining said Lot 1 and Lot 1, Fleishcher's Addition, according to the Map thereof No. 811, filed in the Office of said County Recorder, said parcels of land being particularly described as follows, to-wit:

Commencing at a point on the westerly line of Lot 3, said G.A. Bush Addition, which bears South 0° 17' 30" East (Record: South 0° 16' East) 24.22 feet from the northwesterly corner of said Lot 3; thence North 0° 17' 30" West along the westerly line of Lots 3, 2 and 1, said G.A. Bush Addition and along the northerly prolongation of the westerly line of Lot 1, said G.A. Bush Addition, a distance of 78.83 feet to a point on the easterly prolongation of the northerly line of Washington Street as located and established at this date, viz: January, 1939; thence South 89° 57' 00" West along the easterly prolongation of said northerly line of Washington Street, a distance of 33.56 feet to a point on the easterly line of Pueblo Lot C, of the Pueblo Lands of San Diego, according to the Map thereof made by James Pascoe in the year 1870, a copy of which map is filed as Miscellaneous Map No. 36, in the Office of said County Recorder; thence northerly along the easterly line of said Pueblo Lot C, a distance of 19.56 feet to a point; thence North 87° 00' 00" East, a distance of 158.91 feet to a point on the northwesterly line of 6th Street Extension as located and established at this date, viz: January, 1939; thence South 34° 29' 40" West along the northwesterly line of said 6th Street Extension, a distance of 38.68 feet to a point on the northerly line of Lot 1, said G.A. Bush Addition; thence South 26° 01' 30" West along the northwesterly line of said 6th Street Extension, a distance of 79.27 feet to a point; thence South 87° 00' 00" West, a distance of 68.16 feet to the point of commencement.

And, Whereas, said above described land is proposed to be used as and for the

widening and extending of Washington Street, in said city,

And, Whereas, The City of San Diego and/or the Division of Highways, Department of Public Works of the State of California, propose to effect the improvement of said highway in accordance with plans therefor filed in the Office of said Division of Highways, which includes the construction of a bridge and appurtenant structures upon and over a portion of said lands;

And, Whereas, certain buildings, structures and improvements now exist upon portions of said lands;

And, Whereas, the Council of said City of San Diego passed and adopted Resolution No. 69016, dated March 7th, 1939, authorizing the purchase of the real property hereinabove described for a total consideration of \$10,000.00;

Now, Therefore: It is hereby agreed between the parties hereto, viz: The Whitson Company, a corporation, said The City of San Diego and said Division of Highways, that said buildings and other structures and improvements were not intended to be included as a part or portion of the real property described in said Resolution No. 69016 and was not intended to be conveyed to said city under said deed from the undersigned;

That said The Whitson Company, for above consideration, hereby agrees to remove said buildings and other structures and improvements from said lands so conveyed to The City of San Diego, at its own expense, within sixty days from date hereof, and should the same not be removed as aforesaid, then and in that event, only, The City of San Diego or its authorized agents or representatives are hereby given the right, at the expense of the undersigned, to so remove said buildings, structures and improvements, or do any act necessary to cause the same to be immediately so removed, without any liability therefor sustained or suffered by said The City of San Diego or said Division of Highways;

That the said consideration paid for said deed includes payment in full for the lands conveyed, payment in full for all damages sustained by or on account of the severance of said lands or any portion thereof, payment in full for all damages on account of the improvement of said lands as a public highway, payment in full for all damages caused or occasioned by the building of a bridge over or upon said lands or any portion thereof and payment for all damages to buildings, structures or improvements now located on said lands or any portion thereof.

Time shall be of the essence of this agreement.

This agreement shall bind the successors and assigns of the undersigned.

IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officers and its corporate seal to be affixed hereto this 16th day of March, 1939.

ATTEST: Gertrude Whitson
-Secretary

THE WHITSON COMPANY
By W.W.WHITSON
-President (SEAL)

STATE OF CALIFORNIA,)
) ss.
County of Los Angeles)

On this 16 day of March, in the year One Thousand Nine Hundred and thirty nine, before me, H B Taylor a Notary Public in and for said County and State, personally appeared W.W.Whitson known to me to be the President, and Gertrude Whitson known to me to be the Secretary of the Corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

Witness my hand and official seal the day and year in this certificate first above written.

(SEAL)
My Commission Expires Dec. 9, 1940

H.B.TAYLOR
Notary Public in and for said County and State.

RECORDED AT REQUEST OF UNION TITLE INSURANCE & TRUST CO. MAR 25 1939 at 9 A.M.
in Book 892 Page 122 of Official _____ Records, San Diego County, Calif.

ROGER N. HOWE, COUNTY RECORDER
By Deputy HZ

I certify that I have correctly transcribed this document in above mentioned book.
H KNIGHT

Copyist County Recorder's Office, S.D.County,Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with The Whitson Co. relative to widening Washington St. to City of San Diego State of California (Div. of Highways). Being Document No. 312734.

J.M.ASHLEY
City Clerk of the City of San Diego, California

By Helen M. Wallis Deputy

C O N T R A C T

KNOW ALL MEN BY THESE PRESENTS, That AMERICAN CONCRETE & STEEL PIPE COMPANY, , as Principal and FIDELITY & DEPOSIT COMPANY OF MARYLAND a corporation organized and existing under and by virtue of the laws of the State of Maryland as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of EIGHT HUNDRED FIFTY-ONE (Dollars (\$851.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 29th day of March, 1939.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to Furnish and deliver: 1238 feet of Centrifugal Reinforced Concrete Pipe, in accordance with the specifications referred to in said contract, and for the contract price therein set forth.

NOW, THEREFORE, if the said principal shall faithfully perform the said contract then the above obligation to be void; otherwise to remain in full force and effect.

(SEAL) ATTEST:
J M McADAM Secretary

AMERICAN CONCRETE & STEEL PIPE COMPANY
By ERNEST F. BENT, Vice-President
Principal.
FIDELITY & DEPOSIT COMPANY OF MARYLAND
By DONALD C BURNHAM Attorney-in-Fact
By H.G.MALM Agent

(SEAL)
ATTEST: _____

STATE OF CALIFORNIA,)
County of San Diego) ss:

On this 29th day of March, 1939, before me, MAY SHANNON, a Notary Public, in and for the County and State aforesaid, duly commissioned and sworn, personally appeared DONALD C. BURNHAM and H.G.MALM known to me to be the persons whose names are subscribed to the foregoing instrument as the Attorney-in-Fact and Agent respectively of the Fidelity and Deposit Company of Maryland, and acknowledged to me that they subscribed the name of Fidelity and Deppsit Company of Maryland thereto as principal and their own names as Attorney-in-Fact and Agent, respectively.

(SEAL)
My Commission Expires
Nov. 14, 1940.

MAY SHANNON
Notary Public in and for the State of California,
County of San Diego.

I hereby approve the form of the within Bond, this 30th day of March March, 1939.
D.L.AULT

City Attorney.
By J.H.McKINNEY
Deputy City Attorney.

I hereby approve the foregoing bond this 30th day of March, 1939.
R W FLACK

City Manager

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 30th day of March, 1939, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and AMERICAN CONCRETE & STEEL PIPE COMPANY, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City:

426 feet of 36" centrifugally spun reinforced concrete pipe
56 " " 30" " " " " "
756 " " 24" " " " " "

in accordance with the specifications therefor on file in the office of the City Clerk of said City, under Document No. 312403.
Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

426 feet of 36" centrifugally spun reinforced concrete pipe	\$1,661.46
56 " " 30" " " " "	\$ 168.00
756 " " 24" " " " "	1,474.20
	<u>\$3,303.60</u>
California State Sales Tax	99.11
	<u>\$3,402.71</u>

Said contractor agrees to begin delivery of said material within 3 days from and after the date of the execution of this contract, and to complete said delivery on or before the 10 day of April, 1939, 1939.

Said City, in consideration of the furnishing and delivery of said material by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said material by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit: Three Thousand Four Hundred Two and 71/100 Dollars (\$3,402.71), said payments to be made as follows:

Upon delivery of said material, and the acceptance of the same by the City Manager of said City, ninety per cent (90%) of the said contract price shall be paid said contractor, and ten per cent (10%) shall not become due and payable until a release shall have been executed and filed as hereinafter provided, and until five (5) days shall have elapsed after the expiration of the period within which liens may be filed under the provisions of Title IV, Part III, of the Code of Civil Procedure of the State of California. When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager of said City, and when a release of all claims against The City of San Diego under or by virtue of the contract shall have been executed by the contractor, and when five (5) days shall have elapsed after the expiration of the period within which liens may be filed, as hereinabove provided, final payment will be made, at such time, and in such manner as provided by law, of any balance due, including the percentage withheld as above stated, or such portion thereof as may be due the contractor.

Said contractor hereby agrees that it will be bound by each and every part of this contract, and deliver and cause to be delivered all of said material, as herein specified.

No interest in this agreement shall be transferred by the contractor to any other party, and any such transfer shall cause annulment of this contract, so far as The City of San Diego is concerned. All rights of action, however, for any breach of this contract are reserved to said City.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of The City of San Diego, or the general laws in effect in said City, shall said City or any department, board or officer thereof, be liable for any portion of the contract price; also that no extra work shall be done by said contractor unless authorized and directed by resolution of said Council to that effect.

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 69064 of the Council authorizing such execution, and the contractor has caused this instrument to be executed and its corporate name and seal to be hereunto affixed, by its proper officers, thereunto duly authorized, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO.
By R W FLACK City Manager.

ATTEST: (SEAL)
J. M McADAM Secretary

AMERICAN CONCRETE & STEEL PIPE CO.
By ERNEST F. BENT Vice-President
Contractor

I hereby approve the form of the foregoing contract, this 30th day of March, 1939.
 D.L.AULT City Attorney.
 By J.H.McKINNEY Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with American Concrete & Steel Pipe Co. for 1238 feet concrete pipe. Being Document No. 312922.

J.M.ASHLEY
 City Clerk of the City of San Diego, California

By Helen M. Walling Deputy

UNDERTAKING FOR STREET LIGHTING.

University Avenue Lighting District No. 2

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of FOUR HUNDRED NINE DOLLARS (\$409.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 29th day of March, 1939.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into contract with said The City of San Diego, under and pursuant to the provisions of the "Lighting District Ordinance of 1938" to do all work upon FOURTH AVENUE, between the south line of Washington Street and the north line of Robinson Avenue; FIFTH AVENUE, between the south line of University Avenue and the north line of Robinson Avenue; and UNIVERSITY AVENUE, between the easterly line of Third Avenue and the westerly line of Park Boulevard, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof.

NOW, THEREFORE, the condition of this obligation is such that if the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

(SEAL) ATTEST:
 J A CANNON Secretary

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
 By A E HOLLOWAY Vice Pres

Principal.

(SEAL) ATTEST:
 E.L.TOLSON Resident Assistant Secretary

THE AETNA CASUALTY AND SURETY COMPANY
 By A P MULLER Resident Vice-President

Surety.

STATE OF CALIFORNIA,)
) ss.
 County of San Diego.)

On this 29th day of March, in the year nineteen hundred thirty-nine, before me, Frances S. Bowers, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared A.P.Muller, known to me to be the Resident Vice-President and E.L.Tolson, known to me to be the Resident Assistant Secretary of The Aetna Casualty and Surety Company, the corporation which executed the within and annexed instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

FRANCES S. BOWERS
 Notary Public in and for said San Diego County,
 State of California.

I hereby approve the form of the foregoing Undertaking this 31st day of March, 1939.

D.L.AULT City Attorney.
 By J.H.McKINNEY. Deputy City Attorney.

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 69065 passed and adopted on the 21st day of March, 1939, require and fix the sum of \$409.00 as the penal sum of the foregoing Undertaking.

J.M.ASHLEY
 City Clerk of The City of San Diego.
 By FRED W. SICK,

Deputy.

(SEAL)

CONTRACT FOR STREET LIGHTING.

University Avenue Lighting District No. 2

THIS AGREEMENT, made and entered into this 4th day of April, 1939, by and between SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Council of The City of San Diego, has been awarded the contract for the work hereinafter mentioned,

NOW, THEREFORE, the respective parties hereto do promise and agree as follows, to-wit:

Said first party, for the consideration hereinafter mentioned, promises and agrees with the said second party, that it will do and perform, or cause to be done and performed, in a good and workmanlike manner, under the supervision of the City Engineer of said City, all of the following work, to-wit: The furnishing of electric current for the lighting of the ornamental street lights located on the curb lines of the following streets in the City of San Diego, California, to-wit: FOURTH AVENUE, between the south line of Washington Street and the north line of Robinson Avenue; FIFTH AVENUE, between the south line of University Avenue and the north line of Robinson Avenue; and UNIVERSITY AVENUE, between the easterly line of Third Avenue and the westerly line of Park Boulevard.

Such furnishing of electric current shall be for a period of one year from and including March 16, 1939, to-wit, to and including March 15, 1940.

All of said work shall be done strictly in accordance with the plans and specifications contained in the report of the City Engineer of said City, being document entitled:

"Engineer's Report and Assessment for University Avenue Lighting District No. 2", filed December 21, 1938, in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of One Thousand Six Hundred Thirty-five Dollars (\$1635.00) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "University Avenue Lighting District No. 2 Fund."

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of One Thousand Six Hundred Thirty-five Dollars (\$1635.00) shall be paid out of any other fund than said special fund designated as "University Avenue Lighting District No. 2 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of the provisions of the "Lighting District Ordinance of 1938" and that in pursuance of the provisions of said ordinance an assessment has been levied for said sum of One Thousand Six Hundred Thirty-five Dollars (\$1635.00).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said "Lighting District Ordinance of 1938" will the City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached by its proper officers thereunto duly authorized, and the said second party has caused these presents to be executed by a majority of the members of the Council of said City of San Diego, and attested by the City Clerk of said City, the day and year first hereinabove written.

(SEAL) ATTEST:
J A CANNON Secretary

SAN DIEGO CONSOLIDATED GAS &
ELECTRIC COMPANY
By A E HOLLOWAY Vice Pres

THE CITY OF SAN DIEGO.
By P.J.BENBOUGH
W.C.CRANDALL
RAYMOND M. WANSLEY
ADDISON E. HOUSH
BRUCE R. STANNARD
JOHN S. SIEBERT
Members of the Council.

(SEAL) ATTEST:
J.M.ASHLEY, City Clerk.
By FRED W. SICK, Deputy

I hereby approve the form of the foregoing Contract, this 31st day of March, 1939.
D.L.AULT, City Attorney.
By J.H.McKINNEY, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract for University Avenue Lighting District #2. Being Document No. 312955.
J.M.ASHLEY

City Clerk of the City of San Diego, California

By Helen M. Willy Deputy

RELEASE AND DISCHARGE

KNOW ALL MEN BY THESE PRESENTS that National Iron Works, a corporation, of the City of San Diego, in the County of San Diego, State of California, in consideration of the sum of Four Hundred Five Dollars (\$405.00) in hand paid, the receipt of which is hereby acknowledged, does by these presents release and forever discharge The City of San Diego, a municipal corporation, in the County of San Diego, State of California, from all causes of action and from all damages of any kind whatsoever by reason of the widening by said City of Euclid Avenue and the removal of encroachments from the east thirty-six (36) feet of Lots 29 and 30, Granada Tract, being north of El Cajon Avenue on the west side of said Euclid Avenue.

IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officers and its corporate seal affixed this 17th day of March, 1939.

(SEAL) ATTEST:
HAROLD G SMITH
Its Secretary

NATIONAL IRON WORKS
By EDWARD BOUGHTON
Its V. President

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Release from National Iron Works relative to widening Euclid Avenue. Being Document No. 313023.

J.M.ASHLEY
City Clerk of the City of San Diego, California

By Helen M. Willy Deputy

REVOCABLE PERMIT

WHEREAS, the City of San Diego, California, desires to undertake the construction of a roadway by enlarging the street area of the intersection at Barnett Avenue and Pacific Highway in said City; and

WHEREAS, the proposed construction would necessitate the use of an area at the extreme northerly corner of the Marine Corps Base; and

WHEREAS, the City of San Diego has submitted application for permission to use a portion of the said Marine Corps Base; and

WHEREAS, the granting of said permission to undertake the proposed improvements under the conditions hereinafter enumerated will in no way interfere with the activities of the Marine Corps Base, will improve greatly the public safety in the vicinity, and is deemed to be of material benefit to the parties hereto:

NOW, THEREFORE, in consideration of the foregoing, the United States of America, represented by the Secretary of the Navy, hereinafter referred to as the Permitter, hereby grants to the City of San Diego, California, hereinafter referred to as the Permittee, in connection with its contemplated project for the improvement of the intersection at Barnett Avenue and Pacific Highway, in the City of San Diego, California, permission to go on the premises of the Marine Corps Base, San Diego, California, to relocate the existing curb, and to grade and improve that portion of the said Marine Corps Base described as follows:

That portion of Pueblo Lots 320 and 321 of the Pueblo Lands of San Diego, according to the map thereof made by James Pascoe, being Miscellaneous Map No. 36, on file in the office of the County Recorder of San Diego County, California, bounded and described as follows:

Beginning at a point on the northeasterly line of Pueblo Lot 321 distant 79.76 feet southeasterly from the most northerly corner of said Pueblo Lot 321, said point being the intersection with the southeasterly line of Barnett Avenue; thence S 53° 56' 40" E along the northeasterly line of said Pueblo Lot 321, a distance of 267.84 feet to a point; thence N 60° 44' 10" W a distance of 171.67 feet to the beginning of a tangent curve, concave southerly, having a radius of 300 feet; thence northwesterly and westerly along the arc of said curve a distance of 237.76 feet to an intersection with the southeasterly line of said Barnett Avenue; thence N 73° 51' 20" E along the southeasterly line of said Barnett Avenue a distance of 170.00 feet to the point or place of beginning, as shown on a blueprint of City of San Diego Drawing No. 2272-B, dated November 3, 1938, and bearing the legend "City of San Diego-Operating Department Plat showing proposed opening at the intersection of Barnett Avenue and Pacific Highway, marked Exhibit "A", hereto attached and made a part hereof.

This permit is granted subject to the following provisions and conditions:

1. This permit shall be indeterminate and revocable at any time at the option and discretion of the Secretary of the Navy.

2. The Permittee, at its sole expense, will maintain the area covered by this permit in a proper condition to the satisfaction of the Permitter or its duly authorized representative, and in the event the privilege herein granted is terminated for any reason the Permittee agrees to return the land in question in a condition satisfactory to the Permitter.

3. No structure or other improvements will be placed on the tract covered by this permit and no work of any kind will be undertaken without prior approval of the Permitter.

4. The Permitter shall not under or by reason of this permit or by reason of anything contained herein incur any expense or liability whatsoever and the said Permittee will hold and save the Permitter harmless from and against any and all claims of any nature or kind that may arise from anything connected with or growing out of this permit not attributable to any act of the United States, its officers or agents.

5. The Permittee at its sole expense agrees to reinstall the existing fence and subsurface drain pipes involved in the improvement at said intersection.

6. The Permittee is not to be considered as acquiring hereunder any permanent interest whatever in the land of the United States.

7. This permit is restricted and shall not be assigned or succeeded to in any manner, except by operation of law, without the consent in writing obtained beforehand of the Permitter, and in case of such assignment or succession so consented to, all of the foregoing provisions and conditions shall apply to such substituted Permittee.

8. In all matters in connection with this permit requiring the approval or the action of the Secretary of the Navy, the Commandant, Eleventh Naval District, San Diego, California, is hereby designated and empowered to act as his local representative.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Navy Department this 20th day of March, 1939.

UNITED STATES OF AMERICA
By WILLIAM D LEAHY

Acting Secretary of the Navy

THIS PERMIT is also executed by the City Manager of the City of San Diego, California, in acknowledgment of the acceptance of the terms and conditions herein set forth.

(SEAL)

CITY OF SAN DIEGO, CALIFORNIA
By R W FLACK City Manager

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Revocable Permit from United States of America for improving intersection of Barnett Avenue and Pacific Highway. Being Document No. 313031.

J.M.ASHLEY

City Clerk of the City of San Diego, California

By Helen M. Willis Deputy

End Book # 10