

CONTRACT

KNOW ALL MEN BY THESE PRESENTS, That STANDARD IRON WORKS, as Principal and THE FIDELITY AND CASUALTY 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 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 TWENTY-THREE DOLLARS (\$423.00), 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 April, 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:

1 - 5" DS-C United Iron Works Double Suction Pumping Unit,

consisting of:

2 - 5" DS-C United Iron Works Double suction pumps piped in series; and

1 - 100 HP, 1770 RPM, 3 phase, 60 cycle, 440 volt U.S. Motor,

all in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 312606, 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.

STANDARD IRON WORKS, Principal
By W.B.DEXTER, Mgr.

(SEAL) ATTEST:
PHILIP STRAUBINGER

THE FIDELITY AND CASUALTY COMPANY OF NEW YORK
Surety

By C.J.STAFFORD, Attorney.

(SEAL) ATTEST:
B.C.FOTLAND

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

On this 7th day of April in the year One Thousand Nine Hundred and Thirty-nine 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 7th day of April, 1939.

D.L.AULT, City Attorney
By H.B.DANIEL, Ass't. City Attorney.

I hereby approve the foregoing Bond this — day of April, 1939.

R.W.FLACK, City Manager.

CONTRACT

THIS AGREEMENT, Made and entered into At the City of San Diego, State of California, this 7th day of April, 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 STANDARD IRON WORKS 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 - 5" DS-C United Iron Works Double Suction Pumping Unit,

consisting of:

2 - 5" DS-C United Iron Works double suction pumps piped in series; and

1 - 100 HP, 1770 RPM, 3 phase, 60 cycle, 440 volt U.S. Motor,

all in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 312606, for the Point Loma Pumping Station, in the City of 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 Six Hundred Ninety-one and 69/100 Dollars (\$1691.69).

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 7 day of June, 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:

One Thousand Six Hundred Ninety-one and 69/100 Dollars (\$1691.69), 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. 69133 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.

STANDARD IRON WORKS, Contractor
By W.B.DEXTER, Mgr.

(SEAL) ATTEST:
PHILIP STRAUBINGER

I hereby approve the form of the foregoing contract, this 7th day of April, 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 Standard Iron Works for Pump & Motor for Pt. Loma Station. Being Document, No. 313081.

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.S.BULLIED, an individual doing business under the firm name and style of THE CAPITOL ELECTRIC COMPANY, 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 ONE THOUSAND THREE HUNDRED TWENTY DOLLARS (\$1,320.00), 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 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 6th day of April, 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 the light fixtures for the Police Headquarters, City Jail and Court Rooms,

Market Street Jail Site, 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.

J.S.BULLIED

An individual doing business under the firm name and style of CAPITOL ELECTRIC COMPANY, Principal.

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

On this 6th day of April, 1939, before me, Algy E. Lillcrap a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared J.S.Bullied personally known to me to be the person whose name is subscribed to the within instrument, and he duly 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 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 San Diego,
State of California.

(SEAL)
My Commission Expires,
May 29th, 1941.

FIREMAN'S FUND INDEMNITY COMPANY, Surety
By M.J.WHITE, Attorney-in-Fact.

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

On this 6th day of April in the year one thousand nine hundred and thirty-nine before me, Algy E. Lillcrap, a Notary Public in and for said San Diego County, State aforesaid, 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 San Diego,
State of California.

(SEAL)
My Commission Expires,
May 29 1941.

I hereby approve the form of the within Bond, this 6th day of April, 1939.
D.L.AULT, City Attorney
By J.H.McKINNEY, Deputy City Attorney.

I hereby approve the foregoing Bond this _____ day of April, 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 6th day of April, 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 J.S.BULLIED, an individual doing business under the firm name and style of THE CAPITAL ELECTRIC CO., 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:

Furnish and deliver the light fixtures for the Police Headquarters, City Jail and Court Rooms, Market Street Jail Site, San Diego, California, in accordance with the plans and specifications therefor on file in the office of the City Clerk of said City under Document No. 312645.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

Five Thousand Two Hundred Eighty Dollars (\$5280.00). Said price includes the California State Sales Tax.

Said contractor agrees to begin delivery of said material within fifteen (15) days from and after the date of the execution of this contract, and to complete said delivery on or before the 31st 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:

Five Thousand Two Hundred Eighty Dollars (\$5280.00), 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 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. 69132 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 R.W.FLACK, City Manager.

J.S.BULLIED
An individual doing business under the firm name and style of THE CAPITAL ELECTRIC COMPANY, Contractor.

(ATTEST:
M.J.WHITE

I hereby approve the form of the foregoing contract, this 6th day of April, 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 Capitol Electric for fixtures for Police Headquarters. Being Document No. 313082.

J.M.ASHLEY
City Clerk of the City of San Diego, California.

By Nelen M. Wilby Deputy.

L E A S E

THIS INDENTURE OF LEASE, made and entered into this 7th day of April, 1939, by and between THE CITY OF SAN DIEGO, a municipal corporation within 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 private corporation organized and existing under and by virtue of the laws of the State of California, as Lessee, hereinafter called the "Corporation"; WITNESSETH;

That the City, Lessor as aforesaid, does by these presents demise and lease unto the Corporation, Lessee as aforesaid, upon the terms and conditions and for the purposes and uses hereinafter recited, and the Corporation hereby hires and accepts from the City, upon the terms and conditions and for the uses and purposes hereinafter recited, the property and appurtenances, rights and privileges hereinafter set out, in and to and concerning or pertaining to 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 of California, entitled, "An Act conveying certain tide lands 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 providing for the government, management and control thereof," approved on the 1st day of May, 1911, and as subsequently amended, said property, rights and privileges being particularly described as follows, to-wit:

FIRST:

Beginning at Station 458 on the U.S. combined Pierhead and Bulkhead line, as said U.S. combined Pierhead and Bulkhead line is now established for the Bay of San Diego; thence south 68° 30' east along the said U.S. combined Pierhead and Bulkhead line a distance of 891.95 feet to a point; thence north 22° 19' east a distance of 220.53 feet to the true point or place of beginning; thence continuing north 22° 19' east a distance of 582.94 feet to a point; thence at right angles south 67° 41' east a distance of 550.00 feet to a point; thence south 31° 11' east a distance of 700.00 feet to a point on a curve concave to the southwest and having a radius of 9551.59 feet, the center of which bears south 17° 10' 45" west; thence northwesterly along the arc of said curve an arc distance of 1125.73 feet, more or less, to the true point or place of beginning, containing 10 acres of tideland area.

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

SECOND:

The full and free, non-exclusive, use, in common with others, of the municipal landing field and airport known as Lindbergh Field, as it now exists, or as it may be extended, enlarged or improved; its ramps, runways, taxiways, passage ways, its boundary and flood lights, beacons, ceiling lights, aids, conveniences and other appurtenances as they each now exist, or be later provided, for flying purposes, and as a day and night port, landing field and terminal for aircraft and vehicles; and the City covenants that it will exercise ordinary care to maintain and preserve said landing field and facilities in reasonably safe and adequate condition during the full term of this lease and any extensions thereof.

THIRD:

TO HAVE AND TO HOLD the said premises and appurtenances, together with the rights and privileges expressed herein or necessarily inferred therefrom, unto the said Ryan Aeronautical Company, for a period of five years commencing April, 1939, and extending to April, 1944, at and for a rental not exceeding fifty dollars (\$50.00) per month nor less than twenty-five dollars (\$25.00) per month during said term.

It is further understood and agreed that unless this lease shall have been terminated for a cause herein provided, upon the expiration of the five-year term hereby granted, the Corporation shall, provided it is not then in default as to any of the terms or conditions herein contained, have the right to a renewal of this lease upon the same terms and conditions and for the same purposes and uses for an additional period of five years; and at the end of the second said five-year period the Corporation shall, provided it is not then in default as to any of the terms or conditions herein contained, have the right to a renewal of this lease upon the same terms and conditions and for the same purposes and uses, for an additional period of five years; and thereafter, upon the same conditions and terms, except as hereinafter otherwise specifically stated, the Corporation shall have the right to a renewal for a fourth five-year term; and at the end of said fourth five-year term the right to a fifth five-year term; and at the end of the fifth five-year term the right to a renewal for a sixth five-year term; and at the end of the sixth five-year term the right to a renewal for a seventh five-year term; and at the end of the seventh five-year term the right to a renewal for an eighth five-year term; and at the end of the eighth five-year term the right to a renewal for a ninth five-year term; and at the end of the ninth five-year term the right to a renewal for a tenth five-year term.

Such option shall be exercised by notice in writing on the part of the Corporation filed with the Clerk of the City of San Diego at least ninety days prior to the end of the term of this lease, and at least ninety days prior to the end of each or any five-year extension or renewal hereof, as hereinabove provided. Thereupon this lease shall continue in full force and effect, in accordance with all of the provisions hereof, during the ensuing period of five years and so through each succeeding period for which the Corporation shall exercise its option to renew the same. The rental payments shall be made monthly in advance on or about the 10th day of each and every month, the first payment to be made on or before the 10th day of April, 1939.

It is contemplated that the rental to be made by the Corporation shall be variable in accordance with certain conditions subsequent which may hereafter arise. The base upon which the rental rate shall be calculated is the maximum amount of rental per month herein stated. In the event that in any calendar year subsequent to the year 1939 the Corporation shall be required to pay and shall pay taxes assessed, levied and collected by or on behalf and for the benefit of The City of San Diego upon the leasehold interest of the Corporation represented by this lease, then and in that event the rental for such calendar year shall be reduced by the amount of taxes upon said leasehold interest, so assessed, levied and collected by or on behalf and for the benefit of The City of San Diego; and the Corporation may withhold from rentals next falling due the amount of such taxes so paid during such calendar year, and the filing of tax receipts showing the same with the City Clerk of the City of San Diego shall be conclusive evidence of the amount of reduction in the rate of rental to which the Corporation was entitled during such calendar year; provided, however, anything to the contrary herein notwithstanding, that such reduction shall in no event operate to reduce the rent actually payable by the Corporation to the City during any calendar year below the sum of three hundred dollars (\$300.00).

It is further understood and agreed that in the event of renewals or extensions of this lease as herein provided, the City may in its discretion, if the lease shall be in force and effect in the year 1964, increase for the remainder of the term or terms of the lease the rental base payable hereunder to a sum not exceeding one hundred dollars (\$100.00) per month.

In addition to the foregoing provisions, it is hereby agreed that this lease is granted and accepted upon the further terms and conditions following:

(1) That the demised premises shall be used principally for the purpose of manufacturing, repairing, operating and selling aircraft, aircraft parts, accessories and related products.

(2) That the Corporation shall within ninety days from the date of this lease begin the erection and construction upon the premises hereby leased of its main aircraft manufacturing plant, and shall diligently carry such construction to completion in accordance with the plans and specifications now prepared therefor; and that the Corporation shall during the remainder of the term of this lease and any extension or renewal thereof maintain and operate the same upon the said leased premises. If the Corporation shall fail to comply with the requirements of this condition as to the erection and completion of said manufacturing plant, or shall at any time during the term of this lease and any extension or renewal thereof, discontinue the use of said premises for the purposes herein contemplated, or shall establish and maintain its main manufacturing plant or operations elsewhere, the City shall have the right, as its sole and exclusive remedy, upon sixty days' written notice, to terminate this lease and all rights and privileges granted hereunder, save and except the right of the Corporation to remove buildings, improvements, structures and equipment that it may have heretofore placed upon said premises.

(3) That any buildings or structures erected upon the leased premises shall be in accordance with all valid City ordinances and regulations having application thereto, and that the plans

therefor shall be, prior to the erection of such buildings or structures, submitted to and approved by the Harbor Commission and Planning Commission of said City.

That the Corporation will permit the authorized representatives or officers of the City and of the Harbor Commission of said City to enter upon the premises during the usual business hours for purposes of inspection.

That the Corporation, its agents and employees, will observe and obey such valid rules and regulations as may be promulgated and uniformly enforced by the proper Federal, State and City Officers or Departments, to insure the safe, orderly and convenient conduct of aerial operations upon and from the said airport.

(4) That in the use of said Lindbergh Field, as hereinabove provided, the Corporation shall be subject to all reasonable 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, the charter 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.

(5) That said Corporation shall at all times carry fire equipment and apparatus satisfactory to the Harbor Commission.

(6) The Corporation shall indemnify and keep the City harmless from any claims, costs or judgments proximately resulting from its operations and occupancy under the terms hereof; provided, however, that prompt notice of any such claim as may be filed with the City shall be given to the Corporation, and it shall be afforded the timely privilege and option of defending same.

(7) All buildings, structures and improvements placed by the Corporation on said premises, and all equipment installed on said premises by the Corporation, and all field equipment furnished by the Corporation at its expense, shall remain the property of the Corporation, and any portion of the same may, at the discretion of the Corporation be removed by it from the premises at any time during the life of this lease, and upon the termination of this lease said buildings, improvements, structures and equipment shall be removed from said premises by the Corporation, or otherwise disposed of within a reasonable time after termination hereof; subject, however, to any constitutional, statutory or contract lien which the City may have for unpaid rents or charges.

(8) Neither the whole nor any portion of this lease shall be assignable or transferable, nor shall any portion in excess of a total of twenty per cent (20%) of the entire area hereby leased be sublet, without the consent of the Harbor Commission of said City evidenced by resolution duly and regularly adopted by said Commission. Provided, however, that said Harbor Commission shall not refuse or withhold its approval to an assignment or transfer of this lease to an assignee conducting an aircraft manufacturing business similar to that conducted or to be conducted on the leased premises by said Corporation, and whose financial standing and responsibility is at least equal to the present financial standing and responsibility of the Lessee herein.

(9) In event of breach of the Corporation of any of the covenants herein contained, the City may serve notice in writing upon the Corporation that if such breach is not cured within a sixty (60) day period, the City may declare this lease at an end, and upon such a declaration by the City of its termination of this lease, the said Corporation shall remove from the said demised premises and have no further right or claim thereto, and the City shall immediately thereupon, without recourse to the courts, have the right to take possession of said premises, and said Corporation shall forfeit all rights and claims thereto and thereunder; provided, however, that in the event of a termination of this lease as in this paragraph provided, the Corporation may within such reasonable time as the Harbor Commission may designate, remove all buildings, improvements, structures and equipment and other personal property of the Corporation from the premises herein leased, or otherwise dispose of the same; provided, further, that no such termination shall in any wise relieve the Corporation from the obligation to pay any rentals and charges accrued and unpaid up to the time thereof.

(10) If at any time during the term of this lease the tenancy hereunder shall interfere with the use of any of the tidelands of San Diego Bay lying bayward of the bulkhead line as now established, or hereafter established, for navigation, commerce and fisheries, or in any manner become inconsistent with the trusts under which the said tidelands are held from the State of California, the City shall have the right to terminate this lease upon one year's notice and the payment to the Corporation of reasonable compensation, which shall be based upon and limited to compensation for the actual value at the time of the termination of this lease of such buildings, structures and physical improvements placed upon the demised premises by the Corporation as are authorized or permitted under the terms of this lease, and shall not be held to include or require compensation to be paid in any amount to said Corporation for any damage to or interference with, or loss of business or franchise, occasioned by any such termination.

(11) The City reserves the right to lay and maintain water or sewer pipes across any of the premises occupied or to be occupied by the Corporation hereunder, provided that said Corporation shall not be disturbed in the possession and use of said premises to any greater degree than may be necessary for such purposes.

(12) 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.

(13) The City shall allow no buildings or other obstructions to be erected on the field side of the premises herein leased.

FOURTH:

Subject to all of the terms and conditions heretofore or hereafter in this lease recited, the City does hereby grant for a period of five years from the date of this lease an option to the Corporation to increase the ground area included in this lease by the addition of all or any portion of the following described area of tidelands, to-wit:

PARCEL NO. 1:

Beginning at Station 458 on the U.S. combined Pierhead and Bulkhead line, as said U.S. combined Pierhead and Bulkhead line is now established for the Bay of San Diego; thence south 68° 30' east along the said U.S. combined Pierhead and Bulkhead line a distance of 891.95 feet to a point; thence north 22° 19' east a distance of 220.53 feet to the true point or place of beginning, said point being on a curve concave to the southwest having a radius of 9551.59 feet, the center of which bears south 10° 25' 35" west; thence northwesterly along the arc of said curve a distance of 251.08 feet to a point; thence leaving said curve north 22° 19' east a distance of 637.90 feet to a point; thence at right angles south 67° 41' east a distance of 245.00 feet to a point; thence at right angles south 22° 19' west a distance of 582.94 feet, more or less, to the true point or place of beginning, containing 3.43 acres of tideland area.

PARCEL NO. 2:

Beginning at Station 458 on the U.S. combined Pierhead and Bulkhead line, as said U.S. combined Pierhead and Bulkhead line is now established for the Bay of San Diego; thence south 68° 30' east along the said U.S. combined Pierhead and Bulkhead line a distance of 891.95 feet to a point; thence north 22° 19' east a distance of 220.53 feet to a point on a curve concave to the southwest having a radius of 9551.59 feet, the center of which bears south 10° 25' 35" west; thence northwesterly along the arc

of said curve a distance of 251.08 feet to the true point or place of beginning; thence continuing northwesterly along the arc of said curve a distance of 231.67 feet to a point; thence leaving said curve north 22° 19' east a distance of 694.30 feet to a point; thence at right angles south 67° 41' east a distance of 224.70 feet to a point; thence at right angles south 22° 19' west a distance of 637.90 feet, more or less, to the true point or place of beginning, containing 3.43 acres of tideland area.

PARCEL NO. 3:

Beginning at Station 458 on the U.S. combined Pierhead and Bulkhead line, as said U.S. combined Pierhead and Bulkhead line is now established for the Bay of San Diego; thence south 68° 30' east along the said U.S. combined Pierhead and Bulkhead line a distance of 891.95 feet to a point; thence north 22° 19' east a distance of 220.53 feet to a point on a curve concave to the southwest having a radius of 9551.59 feet, the center of which bears south 10° 25' 35" west; thence northwesterly along the arc of said curve a distance of 482.75 feet to the true point or place of beginning; thence continuing northwesterly along the arc of said curve a distance of 215.10 feet to a point; thence leaving said curve north 22° 19' east a distance of 751.54 feet to a point; thence at right angles south 67° 41' east a distance of 207.30 feet to a point; thence at right angles south 22° 19' west a distance of 694.30 feet, more or less, to the true point or place of beginning, containing 3.44 acres of tideland area.

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

In this connection it is understood and agreed that in the exercise of its option to increase the leased area, the Corporation, if it elects to take less than the whole area, shall be required to take portions of the same by parcels; that is to say, Parcel No. 1, or Parcels No. 1 and 2. In the event the Corporation shall elect only to exercise its option as to Parcel No. 1 within said five-year period, then its option to take the remaining portions of said total area, to-wit, Parcels No. 2 and 3, shall be extended for a period of five years from and after the exercise of its option to take Parcel No. 1. If within said extended option period the Corporation shall elect to exercise its option only as to Parcel No. 2, then its option to take Parcel No. 3 shall be extended for an additional period of five years from and after the exercise of its option to take Parcel No. 2.

It is further understood and agreed that the right of the Corporation to exercise said option or options is conditioned upon its showing to the Harbor Commission at the time of the exercise thereof that the increased area desired to be added to the premises hereby leased is actually immediately needed by the Corporation for the extension or enlargement of its plant and operations, and that the same will promptly be put to such beneficial use.

It is further understood and agreed that the rental payable by the Corporation for the premises hereby leased shall be increased at the rate of twenty-five dollars (\$25.00) per month for each of said parcels of land when and if taken by the Corporation as herein provided.

Such option or options shall be exercised by notice in writing on the part of the Corporation filed with the Clerk of The City of San Diego at least ninety (90) days prior to the end of the option period or periods.

FIFTH:

It is understood and agreed that in event the maximum rental, that is to say, the base rental of fifty dollars (\$50.00) per month herein reserved shall be increased by the City in accordance with its right so to do, as provided on page four of this lease, or by reason of the addition to said premises of any or all of the optioned area hereinbefore described, that is to say, Parcels No. 1, No. 2 and No. 3, the Corporation shall have the right to a reduction from the maximum amount of said increased rental by the amount of taxes upon said leasehold interest assessed, levied and collected by or on behalf and for the benefit of the City of San Diego, and the filing of tax receipts showing the payment of the same by the Corporation with the City Clerk of The City of San Diego shall be conclusive evidence of the amount of reduction in the rate of rental to which the Corporation was entitled during such calendar year; provided, however, that anything to the contrary herein notwithstanding, such reduction shall in no event operate to reduce the rent actually payable by the Corporation to the City during any calendar year below fifty per cent (50%) of the total maximum rent established or provided to be established under the terms of this lease.

It is further fully understood and contemplated that if and when any or all of said Parcels No. 1, No. 2 and No. 3 are added to the ground area included in this lease, as hereinabove provided, the same shall be subject to all of the terms and conditions of this lease, and shall be held by the Lessee for the term of this lease and any extension, extensions, renewal or renewals hereof.

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, and this instrument, when so executed, shall be deemed effective from the date first hereinabove written. This instrument is executed in duplicate, both of which shall be deemed originals.

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

By E.A. SMITH, Secretary.

I hereby approve the form of the foregoing Lease, this 7th day of April, 1939.

D.L. AULT, City Attorney.

By H.B. DANIEL, Assistant City Attorney.

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

On this 11th day of April, 1939, personally appeared Emil Klicka and Ralph H. VanDeman, known to me to be the Members of the Harbor Commission of the City of San Diego, and known to me to be the persons who executed the within instrument on behalf of the Harbor Commission of the City of San Diego, and acknowledged to me that such commission 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.

ZOLA E. GARTNER

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

(SEAL)

My Commission Expires,
July 10, 1939.

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

On this 7th day of April, 1939, personally appeared T. Claude Ryan, known to me to be the President, and E.A. Smith, known to me to be the Secretary, of the Ryan Aeronautical Company, 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 the day and year in this certificate first above written.

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

(SEAL)
My Commission Expires,
May 26, 1941.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Tideland Lease with Ryan Aeronautical Co. at Lindbergh Field. Being Document No. 313100.

J.M. ASHLEY
City Clerk of the City of San Diego, California

By Helen M. Willey Deputy.

AGREEMENT

WHEREAS, George A. Willey and Minnie L. Willey are, is the owner of Lot 1 & 2 Block 173 Subdivision University Heights (Excepting the Easterly Sixty feet thereof) according to amended Map thereof made by G.A. d'Hemecourt in Book 8, page et seq., of Lis Pendens, in office of Recorder of San Diego County, 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 George A. Willey and Minnie L. Willey that they will, for and in consideration of the permission granted them to remove 16 feet of curbing on Polk 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.

GEORGE A. WILLEY
MINNIE L. WILLEY
Owner's Name
4411 Park Blvd. San Diego, Cal.
Address

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

On this 25 day of March, A.D. Nineteen Hundred and thirty-nine, before me, Leila F. Hoggard a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared George A. Willey and Minnie L. Willey 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.

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

(SEAL)
My Commission Expires,
Aug, 25, 1942.

RECORDED APR 19 1939 38 Min. past 10 A.M. In Book 886 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.

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 George A. Willey et ux to the City of San Diego. Being Document No. 313162.

J.M. ASHLEY
City Clerk of the City of San Diego, California

By Helen M. Willey Deputy.

AGREEMENT

WHEREAS, Edward H. Beseler is the owner of East 85 ft. Lots 45 to 48 Block 21, Subdivision Resub. Lots K & L, Terralta, 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 April, 1939, by Edward H. Beseler that he will, for and in consideration of the permission granted him to remove 12 feet of curbing on El Cajon 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.

EDWARD H. BESELER
Owner's Name
4525 - 42nd St. San Diego, Calif.
Address

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

On this 6th day of April, A.D. Nineteen Hundred and thirtynine, before me, Estelle L. Monroy a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Edward H. Beseler 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 APR 19 1939 38 Min. past 10 A.M. In Book 886 At Page 422 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 Edward H. Beseler to the City of San Diego. Being Document No.
313163.

J.M. ASHLEY
City Clerk of the City of San Diego, California

By Helen M. Wilbig Deputy.

AGREEMENT

WHEREAS, HARBOR DEPT. are, is the owner of Lot 13-14 Block 4 Subdivision Tideland 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 30 day of March, 1939, by Shell Oil Company,
that we will, for and in consideration of the permission granted agree to remove 75 feet of curb-
ing on Pacific street adjacent to the above described property, bind Shell Oil Co., 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 Shell Oil Company, their heirs
and assigns, and that any sale of the property therein mentioned and described shall be made sub-
ject to the condition and agreements herein named.

SHELL OIL CO. Per W.T. SHAW
Owner's Name
1008 W. 6th St. Los Angeles, Calif.
Address

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

On this 30 day of March, A.D. Nineteen Hundred and 39, before me, M.M. Brown a Notary
Public in and for said County, residing therein, duly commissioned and sworn, personally appeared
W.T. Shaw known to me to be the person described in and whose name is subscribed to the within in-
strument, 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 Los Angeles, County of Los Angeles, State of California, the day and year in this cer-
tificate first above written.

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

(SEAL)
My Commission Expires,
June 8, 1940.

RECORDED APR 19 1939 38 Min. past 10 A.M. In Book 894 At Page 198 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 Shell Oil Co. to the City of San Diego, California. Being Document
No. 313164.

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, Ben Bogosian are, is the owner of Pueblo Lot 240, 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 March, 1939, by Ben Bogosian that he will, for and in consideration of the permission granted him to remove 20 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.

BEN BOGOSIAN

Owner's Name

3404 Ingraham Street, San Diego, California

Address

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

On this 29th day of March, A.D. Nineteen Hundred and thirty-nine, before me, Clark M. Foote, Jr. a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Ben Bogosian 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.

CLARK M. FOOTE, JR.

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

(SEAL)

RECORDED APR 19 1939 38 Min. past 10 A.M. In Book 894 At Page 201 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 Ben Bogosian to the City of San Diego, California. Being Document No. 313165.

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, Frank Alford & Diana Alford, hus., & Wife are, is the owners of residence located on Lot 47 & 48 Block 79 Subdivision University Heights which address is 4494 North Ave. 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 14th day of March, 1939, by Frank Alford and Diana Alford that they will, for and in consideration of the permission granted them to remove 18 ft. feet of curbing on Monroe 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 themselves, 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.

FRANK ALFORD & DIANA ALFORD

Owner's Names

4494 North Ave., San Diego, Calif.

Address

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

On this 14th day of March, A.D. Nineteen Hundred and Thirty-Nine, before me, Edward B. Rouse a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Frank Alford and Diana Alford known to me to be the persons described in and whose names appear 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.

EDWARD B. ROUSE

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

(SEAL)

My Commission Expires,
Aug. 20, 1942.

RECORDED APR 19 1939 38 Min. past 10 A.M. In Book 890 At Page 376 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 Frank Alford et ux to the City of San Diego, California. Being Document No. 313166.

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 O. Hebert are, is the owner of Residence Lot 25 & 26 Block 1, Subdivision St. Louis 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 19 day of April, 1939, by Joseph O. Herbert that he will, for and in consideration of the permission granted him to remove 8 feet of curbing on Upas street adjacent to the above described property, bind himself to, and he 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.

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.

JOSEPH O. HEBERT
Owner's Name
3396 Granada Ave.
Address

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

On this 19 day of April, A.D. Nineteen Hundred and thirty-nine before me, P.C.Nyhus a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Joseph O. Hebert 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.

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

(SEAL)
My Commission Expires,
May 2, 1940;

RECORDED APR 24 1939 4 Min. past 4 P.M. In Book 897 At Page 150 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.

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 Joseph O. Hebert to the City of San Diego, California. Being Document No. 313229.

J.M.ASHLEY
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 19th day of April, 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 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.

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 19th day of April, 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.

I hereby approve the form of the foregoing Undertaking this 20th day of April, 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. 69100 passed and adopted on the 28th day of March, 1939, require and fix the sum of \$98.00 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.
TALMADGE PARK LIGHTING DISTRICT NO. 2.

THIS AGREEMENT, made and entered into this 25th 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:

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.

Said furnishing of electric current shall be for a period of one year from and including April 1, 1939, to-wit, to and including March 21, 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 Talmadge Park Lighting District No. 2", filed January 13, 1939 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 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 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 "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
 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.

I hereby approve the form of the foregoing Contract, this 20th day of April, 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 Talmadge Park Lighting Dist. #2. Being Document No. 313230.

J.M.ASHLEY
 City Clerk of the City of San Diego, California.

By Helen M. Ashley 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 19th day of April, 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 VAN DYKE AVENUE, between the southerly and northerly boundary lines of Talmadge Park; TALMADGE DRIVE, for its entire length; VAN DYKE PLACE, for its entire length; and ADAMS AVENUE, between the westerly line of Talmadge Park and the southerly prolongation of the easterly line of Lot 184, Talmadge Park, 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 A.E.HOLLOWAY, Vice Pres.

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 19th day of April, 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)

I hereby approve the form of the foregoing Undertaking this 20th day of April, 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. 69101 passed and adopted on the 28th day of March, 1939, require and fix the sum of \$164.00 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.
 TALMADGE PARK LIGHTING DISTRICT NO. 1.

THIS AGREEMENT, made and entered into this 25th 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:

VAN DYKE AVENUE, between the southerly and northerly boundary lines of Talmadge Park;
 TALMADGE DRIVE, for its entire length;
 VAN DYKE PLACE, for its entire length; and

ADAMS AVENUE, between the westerly line of Talmadge Park and the southerly prolongation of the easterly line of Lot 184, Talmadge Park.

Such furnishing of electric current shall be for a period of one year from and including April 1, 1939, to-wit, to and including March 31, 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 Talmadge Park Lighting District No. 1", filed January 12, 1939, 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. 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 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. 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 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 "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:
J.A.CANNON, Secretary.

By A.E.HOLLOWAY, Vice Pres.

THE CITY OF SAN DIEGO

(SEAL) ATTEST:
J.M.ASHLEY, City Clerk
By FRED W. SICK, Deputy.

By P.J.BENBOUGH
W.C.CRANDALL
ADDISON E. HOUSH
HERBERT E. FISH
JOHN S. SIEBERT
Members of the Council.

I hereby approve the form of the foregoing Contract, this 20th day of April, 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 Talmadge Park Lighting District No. 1. Being Document No. 313231.

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, General Petroleum Corp. are, is the owner of the north 50 feet Lot 1, 2, 3 Block 68 Subdivision Arnold & Choate's Map #1124 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 April, 1939, by General Petroleum Corp. that they will, for and in consideration of the permission granted them to remove 2-40 feet of curbing on Washington street 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 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.

GENERAL PETROLEUM CORP. OF CALIFORNIA.
By H.M.ROSSELL, Asst. Mgr. Operating
Owner's Name
108 West 2nd St. Los Angeles
Address.

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO,) ss

On this 18th day of April, A.D. Nineteen Hundred and 39, before me, Naomi Kollertz a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared H.M.Rossell known to me to be the person described in and whose name ___ 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

(SEAL)

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

RECORDED APR 27 1939 2 Min. past 9 A.M. In Book 889 At Page 473 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.

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 General Petroleum Corp. to the City of San Diego, California. Being Document No. 313244.

J.M.ASHLEY

City Clerk of the City of San Diego, California.

By Helen M. Wilk Deputy.

CONTRACT

THIS CONTRACT OF EMPLOYMENT, made and entered into this 10th day of April, 1939, by and between The City of San Diego, a municipal corporation, acting through the City Manager of said City, first party, and E.J.Parker, 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 herein-after recited, the parties hereto agree as follows:

That beginning April 10, 1939, second party will faithfully perform the services and duties of District Water Bill Collector at Sampson St. and Logan Ave., as the same are hereinabove described, at the rate of THIRTY and No/100 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 and no/100 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 April 10, 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

E J PARKER

Second Party

I HEREBY APPROVE the form of the foregoing Contract this 13th day of April, 1939.

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 E.J.Parker as Water Bill Collector. Being Document No. 313293.

J.M.ASHLEY

City Clerk of the City of San Diego, California

By Helen M. Wilk Deputy

AGREEMENT

WHEREAS, Victor L. Baldwin is the owner of Lot 3 Block 283 Subdivision Middletown and, WHEREAS, the provisions of Ordinance No. 401 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 Pacific Highway Street; and,

WHEREAS, the undersigned has heretofore applied to the Council of the City of San Diego for a special permit to erect a signboard 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. 69289 suspended the provisions of said ordinance with respect to said property and has granted permission to the undersigned to erect a signboard two 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 signboard 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 28th day of April, 1939, by Victor L. Baldwin that he will, for and in consideration of the permission granted him to erect a signboard on the above described property to _____ the front property line, bind himself to, and he hereby by these presents agrees, to move any signboard erected in pursuance thereof back from the front

NOTICE OF COMPLETION AND ACCEPTANCE OF THE
WORK PERFORMED AND MATERIALS FURNISHED BY
M.H.GOLDEN UNDER HIS CONTRACT FOR THE
CONSTRUCTION OF POLICE HEADQUARTERS, CITY
JAIL AND COURT ROOMS (FEDERAL WORKS PROJECT
CALIF. NO. 1596-F), WHICH SAID CONTRACT IS
DATED AUGUST 1, 1938, AND IS ON FILE IN THE
OFFICE OF THE CITY CLERK OF THE CITY OF
SAN DIEGO AS DOCUMENT NO. 309258.

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN By The City of San Diego that the work performed by M.H. Golden under his contract for the construction of Police Headquarters, City Jail and Court Rooms, being Federal Works Project Calif. No. 1596-F, was completed to the satisfaction of the Supervising Architects and the Superintendent of Construction and Chief Inspector for The City of San Diego on May 2nd, 1939.

Certified copy of the resolution of the Council of The City of San Diego accepting said work is attached hereto and made a part of this notice the same as though fully set forth herein.

Dated at San Diego, California, this 6th day of May, 1939.

THE CITY OF SAN DIEGO
By J.M.ASHLEY City Clerk
By FRED W. SICK Deputy

(SEAL)

RESOLUTION NO. 69281

WHEREAS, it appears by a communication from Quayle Bros. and Treganza, Supervising Architects, and Tom J. Allen, Superintendent of Construction and Chief Inspector for The City of San Diego, dated May 2, 1939, on file with the City Clerk, that the work to be performed by M. H. Golden, under his contract for the construction of Police Headquarters, City Jail and Court Rooms, being Federal Works Project No. Calif. 1596-F, which said contract is dated August 1, 1938, and is on file in the office of the City Clerk as Document No. 309258, has been performed and completed in accordance with the plans, drawings and specifications therefor to the satisfaction of said Architects and said Chief Inspector in charge of and having supervision over the performance of said work, and the acceptance thereof by the City 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 Police Headquarters, City Jail and Court Rooms, at the Market Street site, in The City of San Diego, California, by M. G. Golden, 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 when release of all claims against the City, under or by virtue of the contract, shall have been executed and filed by the contractor, and when 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.

BE IT FURTHER RESOLVED that the City Clerk be, and he is hereby instructed to execute and file, or cause to be filed for record on behalf of The City of San Diego with the County Recorder of San Diego County a notice of the completion and acceptance of said contract work by said City.

Passed and adopted by the said Council of the said City of San Diego, California, this 6th day of May, 1939, by the following vote, to-wit:

YEAS - Councilmen: Crandall, Wansley, Housh, Fish and Siebert.

NAYS - Mayor Benbough.

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 A.M.WADSTROM Deputy

I HEREBY CERTIFY that the above and foregoing resolution was passed by the Council of 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 A.M.WADSTROM Deputy

I HEREBY CERTIFY the above to be a full, true and correct copy of Resolution No. 69281 of the Council of the City of San Diego, California, as adopted by said Council May 6, 1939.

(SEAL)

J.M.ASHLEY, City Clerk
By C.M.FOOTE, JR. Deputy City Clerk
By C.M.FOOTE JR. Deputy

Recorded May 8 1939 4 min. past 9 A.M. in Book 897 at Page 311 of Official Records, San Diego Co., Cal. Recorded at request of City Clerk.

ROGER N. HOWE, County Recorder
By Deputy H.I.ERB

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 Notice of completion of Police Headquarters, City Jail and Court Rooms Buildings. Being Document No. 313528.

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, HERBERT C. KELLY, THALIA G. KELLY and G.H.JONES are, the owner of the following described real property: Lots E & F Block 3 Subdivision Horton's Addition to 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 April, 1939, by the undersigned that they will, for and in consideration of the permission granted them to remove 45 50 feet of curbing on B Street 11th Street 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.

HERBERT C. KELLY
G. H. JONES
THALIA G. KELLY
Owner's Name
502 Southern Title Bldg., San Diego, Calif.
Address

STATE OF CALIFORNIA,)
County of San Diego) ss

On this 8 day of April, 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 Herbert C. Kelly, Thalia G. Kelly and G.H. Jones, 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) FRANK F. FAUST
Notary Public in and for the County of San Diego,
State of California.

RECORDED MAY 4 1939 10 Min. past 11 A.M. In Book 909 At Page 42 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 Herbert C. Kelly et al to the City of San Diego, California. Being Document No. 313394.

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, F. T. Scripps, Inc. is the owner of Lots E & F, Lot ___ Block 26, 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 19th day of January, 1939, by F.T. Scripps, Inc., that it will, for and in consideration of the permission granted it to remove 25 feet of curbing on Market Street 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 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.

F.T. SCRIPPS, INC.
F.T. SCRIPPS, JR., Vice-President.
Owner's Name
Address

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

On this 19th day of January, A.D. Nineteen Hundred and Thirty-Nine, before me, R. Daryl Collins, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared F.T. Scripps, Jr., 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) R. DARYL COLLINS
Notary Public in and for the County of San Diego,
State of California.
My Commission Expires Aug, 18, 1942.

RECORDED JAN 30 1939 33 Min. past 1 P.M. In Book 870 At Page 129 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 F.T. Scripps, Inc. to City of San Diego. Being Document No. 311807.

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 A. Bonner is the owner of San Diego, California Lot 4 Block 52 Subdivision Sherman'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 19th day of January, 1939, by James A. Bonner, that I will, for and in consideration of the permission granted me to remove 15 feet of curbing on Sixteenth street 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 Jan. 19, 1939, 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 A. BONNER
Owner's Name
1509 E. St. San Diego
Address

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

On this 19th day of January, 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 James A. Bonner 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.

N. STEINMETZ

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

(SEAL)

RECORDED JAN 30 1939 34 Min. past 1 P.M. In Book 870 At Page 131 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 James A. Bonner to the City of San Diego, California. Being Document No. 311808.

J.M. ASHLEY

City Clerk of the City of San Diego, California

By Helen M. Welling Deputy.

C O N T R A C T

THIS CONTRACT OF EMPLOYMENT, made and entered into this 17th day of April, 1939, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City Manager of said City, first party, and Mabel Harding, 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 of the Classified Service of The City of San Diego, the compensation for the position of Curator (Archaeology) 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 (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 herein-after recited, the parties hereto agree together as follows:

That beginning April 17, 1939, second party will faithfully perform the services and duties of Curator (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 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 sixty days beginning April 17, 1939 and ending June 15, 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

MABEL V. HARDING, Second Party.

I hereby approve the form of the foregoing contract this 27th day of _____
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 for Services of Mabel Harding as Curator San Diego Museum. Being Document No. 313404.

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 21st day of April, 1939, 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 Procurement Division, U.S.Treasury Department, party of the Second Party, 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 Relief Work.

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 that portion of Balboa Park shown on B Sheet 2273, attached hereto.

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 none 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 Procurement Division, U.S.Treasury Department the day and year in this permit first above written.

THE CITY OF SAN DIEGO,
By W.ALLEN PERRY, Superintendent of Parks

M.J.SHELTON
Area Engineer Works Progress Administration
San Diego Area.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Occupancy Permit with W.P.A. for office space in Balboa Park. Being Document No. 313495.

J.M.ASHLEY

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 SMITH BOOTH USHER COMPANY, 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 nine hundred seventy-five Dollars (\$1,975.00), 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 May, 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 Rent 1 - Lima Paymaster Truck Crane for a period of 12 months, 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:
F.B.WHITTAM, Sec'y.

SMITH BOOTH USHER COMPANY, PRINCIPAL
C.E.BAKER, Pres.

GLOBE INDEMNITY COMPANY, Surety
By E.L.COLE, Attorney-in-Fact

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

On this 1st day of May in the year 1939, 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 and known to me to be the Attorney-in-Fact of GLOBE INDEMNITY COMPANY and acknowledged to me that he subscribed the name of said Company thereto as principal, and his own name as Attorney-in-Fact.

(SEAL) C.T.JOY
Notary Public in and for said County and State.
My Commission Expires,
June 14, 1942.

I hereby approve the form of the within Bond, this 5th day of May, 1939.
D.L.AULT, City Attorney
By H.B.DANIEL, Asst. City Attorney.

I hereby approve the foregoing Bond this 5th day of May, 1939.
R.W.FLACK, City Manager.

C O N T R A C T

THIS AGREEMENT, made and entered into this 5th day of May, 1939, 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 SMITH BOOTH USHER COMPANY, 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:

- 1 - Lima Paymaster Truck Crane (less truck) with 30' boom, spur gear boom hoist, Buda gasoline engine, complete ready for truck mounting with all standard equipment, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 312741. Lessor specifically agrees to make delivery of said truck crane and equipment f.o.b. San Diego, Pier No. 1.

The City shall not be liable for any breakage of parts on said truck crane and equipment, unless the same shall be directly and wholly due to careless, unskillful or improper operation by the City of said truck crane and equipment.

Said truck crane and equipment shall be rented to the City for a period of twelve (12) months, and the rental to be paid therefor by said City shall be at the rate of Six Hundred Thirty-nine Dollars (\$639.00) per month.

It is understood and agreed that the present appraised value of said truck crane and equipment is the sum of \$7668.00, 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 truck crane and equipment hereunder by said City shall amount to \$7668.00, plus an additional sum equal to the California State Sales Tax, it will convey to said City a clear title to said truck crane and 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 truck crane and equipment in accordance with said specifications, agrees to hire said truck crane and equipment for a period of twelve (12) months, and to pay therefor as rental Six Hundred Thirty-nine Dollars (\$639.00) per month. When and if the City shall have paid to the Lessor on account of such rentals a total amount of Seven Thousand Six Hundred Sixty-eight Dollars (\$7668.00), plus an additional amount equal to the California State Sales Tax upon the sum of \$7668.00, 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 truck crane and equipment; provided, however, that nothing herein contained shall be construed as obligating the City to continue the rental of said truck crane and equipment beyond the period of twelve (12) months.

The City will pay said monthly rental on the 10th 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. 69186 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 R.H.VanDEMAN
EMIL KLICKA
Members of the Harbor Commission.

(SEAL)
ATTEST: E.B.WHITTAM, Sec'y.

SMITH BOOTH USHER COMPANY, Lessor
By C.E.BAKER, Pres.

I HEREBY APPROVE the form of the foregoing Contract, this 5th day of May, 1939.
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 Smith Booth Usher Co. for Rental of One Truck Crane. Being Document No. 313516.
J.M.ASHLEY

City Clerk of the City of San Diego, California.

By Helen M. Willig 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, 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 44TH STREET, HIGHLAND AVENUE, 45TH STREET, MAX DRIVE, MONROE AVENUE, 47TH STREET, NORMA DRIVE, CONSTANCE DRIVE, NATALIE DRIVE and ADAMS AVENUE, within the limits and as particularly described in Resolution of Intention No. 68718, adopted by the Council of said City on January 10, 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

THE AETNA CASUALTY AND SURETY COMPANY, Surety.

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

By PAUL WOLCOTT, Resident Vice-President.

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

On this 4th day of May, 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)

I hereby approve the form of the foregoing Undertaking this 5th day of May, 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. 69202 passed and adopted on the 18th day of April, 1939, require and fix the sum of \$259.00 as the penal sum of the foregoing Undertaking.

J.M.ASHLEY

City Clerk of the City of San Diego.

(SEAL)

By FRED W. SICK

Deputy.

CONTRACT FOR STREET LIGHTING.
TALMADGE PARK LIGHTING DISTRICT NO. 3.

THIS AGREEMENT, made and entered into this 9th day of May, 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:

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;

ADAMS AVENUE, between Natalie Drive and the easterly line of Talmadge Park Unit No. 3, produced southerly.

Such furnishing of electric current shall be for a period of one year from and including April 1, 1939, to-wit, to and including March 31, 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 Talmadge Park Lighting District No. 3", filed January 23, 1939, 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 (\$1,033.20) 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 (\$1,033.20), 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 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 Thirty-three and 20/100 Dollars (\$1,033.20).

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

THE CITY OF SAN DIEGO.
By P.J.BENBOUGH
W.C.CRANDALL
LOUIS F. WEGGENMAN
ADDISON E. HOUSH
HERBERT E. FISH
HARLEY E. KNOX
ALBERT E. FLOWERS
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 May, 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 Talmadge Park Lighting District #3. Being Document No. 313555.
J.M.ASHLEY
City Clerk of the City of San Diego, California.

By Helen M. Willey Deputy.

LE A S E

THIS INDENTURE OF LEASE, made and entered into this 17th day of May, 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, hereinafter sometimes called the City, and BERNE N. SCHWEIZER, 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 Nos. 1036 and 1038 West Broadway, for a period of five (5) years, beginning on the 10th day of May, 1939, and ending on the 9th day of May, 1944, unless sooner terminated as herein provided, at the following rentals:

One hundred dollars (\$100.00) per month, payable in advance on the first day of each and every 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, and the Lessee shall in such event have no right to claim any damages or indemnity therefor.

(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 the Lessee shall not alter or change the exterior appearance of the premises hereby leased without first obtaining the written consent of the Harbor Commission so to do.

(4) That the size and character of all signs or advertising matter placed or maintained upon the exterior of the premises hereby leased shall be subject to and meet with the approval of the Harbor Commission; and the Lessee shall immediately remove any sign or advertising matter upon being directed so to do by said Commission.

(5) 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.

(6) 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.

(7) That said Lessee shall pay for all electric current and gas used by him upon said premises.

(8) That said premises are to be used and occupied by said Lessee for no other purposes than as a retail store, limited exclusively to the "off-sale" of beer, wine and liquor, together with the sale of carbonated mixers, magazines, fishing tackle, fishermen's supplies, and cutlery.

(9) 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.

(10) 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.

(11) That in case of a violation by the Lessee of any of the covenants, terms or conditions of this lease the Lessor may either terminate this lease upon five (5) 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.

BERNE N. SCHWEIZER, Lessee

I hereby approve the form of the foregoing Lease, this 17th day of May, 1939.

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 Berne N. Schweizer. Being Document No. 313874.

J.M.ASHLEY

City Clerk of the City of San Diego, California.

By Helen M. Willig Deputy.

AGREEMENT

WHEREAS, Justin W. Hammond is the owner of Lot 5 & 6 Block three Subdivision Nutts Addition, San Diego, California and,

WHEREAS, the provisions of Ordinance No. 13094 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 Fourth 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 store 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. 69322 suspended the provisions of said ordinance with respect to said property and has granted permission to the undersigned to erect a store building 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 store 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 11 day of May, 1939, by Justin W. Hammond that I will, for and in consideration of the permission granted me to erect a store building on the above described property to build to the front property line, bind me to, and I hereby by these presents agree, to move any part of 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. 13094 on file in the office of the City Clerk of said City, and at such time as the City of San Diego directs to move said building to the line designated; that I will move said part of building 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.

JUSTIN W. HAMMOND, Owner's Name
Address

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

On this 11th day of May A.D. Nineteen Hundred and Thirty-nine, before me, Ina B. Taylor a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Justin W. Hammond 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.

INA B. TAYLOR

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

(SEAL)

My Commission Expires,
Dec. 2, 1942.

RECORDED MAY 19 1939 3 Min. past 9 A.M. In Book 901 At Page 288 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.

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 with Owner Justin W. Hammond with City of San Diego, California. Being Document No. 313704.

J.M.ASHLEY
City Clerk of the City of San Diego, California.

By Helen M. Willeg Deputy.

AGREEMENT

WHEREAS, Robert Sanders, is the owner of Lot 13 Block 11 Subdivision Inspiration 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 12 day of May, 1939, by Robert Sanders that he will, for and in consideration of the permission granted him to remove 20 feet of curbing on Sunset 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.

ROBERT SANDERS
Owner's Name
4159 Witherby St.
Address

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

On this 12 day of May, A.D. Nineteen Hundred and thirty-nine, before me, W.B.Melhorn a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Robert Sanders 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.B.MELHORN
Notary Public in and for the County of San Diego,
State of California.

(SEAL)

RECORDED MAY 19 1939 3 min. past 9 A.M. In Book 906 At Page 206 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.

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 Robert Sanders to the City of San Diego, California. Being Document No. 313744.

J.M.ASHLEY
City Clerk of the City of San Diego, California.

By Helen M. Willeg Deputy.

AGREEMENT

WHEREAS, Genevieve Herbert, Wilma H. Brown and Marden A. Herbert are, is the owners of Lot 10 & 11 Block 4 Subdivision Nutt's Addition to 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 8th day of May, 1939, by The Undersigned that we will, for and in consideration of the permission granted us to remove 20 Sixth Ave.

32 feet of curbing on Robinson St. 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.

GENEVIEVE HERBERT
WILMA H. BROWN
MARDEN A. HERBERT
Owner's Name
1256 Upas St., San Diego, Calif.
Address

Witness: H.H. CAVE

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

On this 8th day of May, 1939, before me, A. Maude Melanaphy 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 subscribed to the within instrument as subscribing witness thereto who being by me duly sworn, deposed and said that he reside in the said County of San Diego, State of California, that he was present and saw Genevieve Herbert, Wilma H. Brown, Marden A. Herbert personally known to 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 said instrument as 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 MAY 22 1939 4 Min. past 3 P.M. In Book 900 At Page 307 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
Curb Cutting Agreement from Genevieve Herbert, et al. Being Document No. 313769.
J.M.ASHLEY
City Clerk of the City of San Diego, California

By Helen M. Kilgus Deputy.

A G R E E M E N T

WHEREAS, Duncan E. Davault & Tyler J. Fenn are the owners of Lots 6 & 7, Acacia 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 April, 1939, by Duncan E. Davault
& Tyler J. Fenn, that they will, for and in consideration of the permission granted them to remove
40 feet of curbing on El Cajon 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 com-
ply 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.

DUNCAN E. DAVAULT
TYLER J. FENN
Owner's Name
6344 El Cajon Blvd.
Address

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

On this 2nd day of May, A.D. Nineteen Hundred and thirty-nine, before me, S.C. Grable a
Notary Public in and for said County, residing therein, duly commissioned and sworn, personally
appeared Duncan E. Davault and Tyler J. Fenn 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 certi-
ficate first above written.

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

(SEAL)

RECORDED MAY 22 1939 3 Min. past 3 P.M. In Book 900 At Page 306 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
Curb Cutting Agreement from Duncan E. Davault & Tyler J. Fenn to the City of San Diego, California.
Being Document No. 313770.

J.M.ASHLEY
City Clerk of the City of San Diego, California.

By Helen M. Kilgus Deputy.

A G R E E M E N T

WHEREAS, DAVID C. CAMPBELL is the owner of Lots 10, 11 & 12 Block 168 Subdivision
Roseville, 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 15th day of May, 1939, by David C. Campbell
that he will, for and in consideration of the permission granted him to remove 35 feet of curbing
on Evergreen 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 con-
dition and agreements herein named.

DAVID C. CAMPBELL
Owner's Name
3485 OceanFront, Mission Beach
Address

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

On this 16 day of May, A.D. Nineteen Hundred and thirty-nine, before me, Marguerite R. Capps a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared David C. Campbell 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.

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

(SEAL)
My Commission Expires,
Mar. 18, 1941.

RECORDED MAY 22 1939 2 Min. past 3 P.M. In Book 912 At Page 16 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 David C. Campbell to the City of San Diego, California. Being Document No. 313771.

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

KNOW ALL MEN BY THESE PRESENTS: That, WHEREAS, Lepha Smith, for and in consideration of the sum of Eight Hundred Fifty Dollars (\$850.00) 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; and Security Trust & Savings Bank of San Diego, a corporation, has given partial conveyance of trust deed interest, covering the following described real property situate in the City of San Diego, County of San Diego, State of California;

All Lots 10 and 11, Block 183, University Heights, according to the Amended Map thereof made by G.A. d'Hemecourt, filed in Lis Pendens Book 8, at page 36, et seq., in the office of the County Recorder of San Diego County, California; ALSO,

All those portions of Lots 6, 7, 8 and 9, said Block 183, particularly described as follows, to-wit: Commencing at the northeasterly corner of said Lot 9; thence North 89° 44' 45" West along the northerly line of said Lots 9, 8, 7 and 6, a distance of 85.00 feet to the northeasterly corner of the westerly 15.00 feet of said Lot 6; thence southerly along the easterly line of the westerly 15.00 feet of said Lot 6, a distance of 183.85 feet to a point, said point being a point on a curve concaved northwesterly whose center bears North 15° 18' 44" West 2070.00 feet from said last described point; thence easterly along the arc of said curve, a distance of 36.42 feet to a point; thence North 74° 24' 20" East a distance of 51.97 feet to a point on the easterly line of said Lot 9 distant therealong 163.44 feet southerly from the point of commencement; thence northerly along the easterly line of said Lot 9, a distance of 163.44 feet to a 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; and

WHEREAS, certain buildings and improvements now exist upon portions of said lands; and

WHEREAS, the Council of said City of San Diego passed and adopted Resolution No. 69262, dated May 2, 1939, authorizing the purchase of the real property hereinabove described, excepting the improvements thereon, for a total consideration of Eight Hundred Fifty Dollars (\$850.00); NOW, THEREFORE,

For the above consideration, said Lepha Smith hereby agrees to remove said buildings and improvements from said lands so conveyed to the City of San Diego, at her own expense, within ninety (90) 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 said Lepha Smith, to so remove said buildings and/or improvements, or do any act necessary to cause the same to be immediately so removed from said lands, without any liability therefor sustained or suffered by said The City of San Diego or said Division of Highways.

That said consideration paid as aforesaid by The City of San Diego for said deed includes payment in full for all interests in the land 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 to the remaining portions of said lands or to structures or improvements existing thereon on account of the improvement of said lands conveyed or any portion thereof as a public highway.

Time shall be of the essence of this agreement.

This agreement shall bind the heirs, administrators, executors, successors and assigns of the undersigned.

IN WITNESS WHEREOF, said Lepha Smith has hereunto set her hand and said corporation has caused this instrument to be executed by its proper officers thereunto duly authorized and its corporate seal to be affixed hereto this 8th day of May, 1939.

LEPHA SMITH

SECURITY TRUST & SAVINGS BANK OF SAN DIEGO, Trustee
By A.J. SUTHERLAND, Vice President

(SEAL) ATTEST:
P.C. KELLEY, Secretary

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

On this 8th day of May, 1939, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Lepha Smith, known to me to be the person whose name is subscribed to the within instrument and she duly acknowledged to me that she executed the same.

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

(SEAL) C.G.MITCHELL
Notary Public in and for the County of San Diego,
State of California.

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

On this Eighth day of May, 1939, before me, the undersigned, a Notary Public in and for said County and State, personally appeared A.J.Sutherland, known to me to be the Vice-President and P.C.Kelley, 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, as trustee.

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) EMMA GERADEHAND
Notary Public in and for the County of San Diego,
State of California.
My Commission Expires,
Oct. 28, 1941.

RECORDED AT REQUEST OF Southern Title & Trust Co. MAY 26 1939 at 9 A.M. In Book 904
Page 332 of Official Records, San Diego County, Calif.

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 Agreement between Lepha Smith and S.D.Tr. & Sav.Bank and City of San Diego, California. Being Document 313804.

J.M.ASHLEY
City Clerk of the City of San Diego, California.

By Helen M. Walling Deputy.

UNDERTAKING FOR STREET LIGHTING.
KENSINGTON MANOR 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 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 19th day of May, 1939.

WHEREAS, the above bounded 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 KENSINGTON DRIVE, CANTERBURY DRIVE, SUSSEX DRIVE, WESTMINSTER TERRACE, NORFOLK TERRACE, ROCHESTER ROAD, LYMER DRIVE, MARLBOROUGH DRIVE, EDGEWARE ROAD, HEMPSTEAD CIRCLE, HILLDALE ROAD, MIDDLESEX DRIVE, BEDFORD DRIVE, HASTINGS ROAD, BRISTOL ROAD, ROXBURY ROAD, BRAEBURN ROAD, PALISADES ROAD, RIDGEWAY, within the limits and as particularly described in Resolution of Intention No. 68803, adopted by the City Council on January 31, 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: THE AETNA CASUALTY AND SURETY COMPANY, Surety
By PAUL WOLCOTT, Resident Vice-President
E.L.TOLSON, Resident Assistant Secretary.

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

On this 19th day of May, 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.

I hereby approve the form of the foregoing Undertaking this 22nd day of May, 1939.
D.L.AUET, 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. 69302 passed and adopted on the 9th day of May, 1939, require and fix the sum of \$471.00 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.
KENSINGTON MANOR LIGHTING DISTRICT NO.1.

THIS AGREEMENT, made and entered into this 31st day of May, 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:

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, 1939, to-wit, to and including April 30, 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 Kensington Manor Lighting District No. 1", filed February 9, 1939, 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 (\$1,881.60) 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 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 Eight Hundred Eighty-one and 60/100 Dollars (\$1,881.60) 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 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 Eight Hundred Eighty-one and 60/100 Dollars (\$1,881.60).

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, 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.

THE CITY OF SAN DIEGO
By P.J.BENBOUGH
L.F.WEGGENMAN
A.E.FLOWERS
HARLEY E. KNOX
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 22nd day of May, 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 Kensington Manor Lighting District No.1. Being Document No. 313837.

J.M.ASHLEY

City Clerk of the City of San Diego, California

By Wesley M. Willis Deputy.

A G R E E M E N T

WHEREAS, The Whitson Company is the owner of Lot 3 Block 1 Subdivision Northside 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 15th day of April, 1939, by The Whitson Company that they will, for and in consideration of the permission granted them to remove 15 feet of curbing on Fifth Avenue 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.

THE WHITSON COMPANY,
W.W. WHITSON, President
GERTRUDE WHITSON, Secretary
Owner's Name
3935 Fifth Avenue, San Diego, Calif.
P.O. Box #95 Hillcrest Station
Address

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

On this 15th day of April, A.D. Nineteen Hundred and thirty-nine, before me, Frank R. Meyer Jr., a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared W. W. Whitson and Gertrude Whitson 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.

FRANK R. MEYER, JR
Notary Public in and for the County of San Diego,
State of California.

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

RECORDED MAY 25 1939 44 Min. past 2 P.M. In Book 911 At Page 118 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.

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 The Whitson Co. to the City of San Diego, California. Being Document No. 313868.

J.M. ASHLEY
City Clerk of the City of San Diego, California

By Helen M. Willeg Deputy.

USE AND OCCUPANCY PERMIT.

THIS PERMIT granted this 20th day of May, 1939, by THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, acting by and through the City Manager, hereinafter sometimes designated as the City, to NORTH SAN DIEGO CHAMBER OF COMMERCE, as Permittee, WITNESSETH:

That the City does hereby grant to said Permittee, upon the terms and conditions and for the purposes and uses hereinafter recited, for a period of five (5) years from and after the date of the execution of this permit, unless sooner cancelled as hereinprovided, the right to use and occupy approximately seventy-five per cent (75%) of the floor space of the public library building located on the northeasterly 75 feet of Lot 4, Block 436, Old San Diego, being on Mason Street, between San Diego Avenue and Congress Street; the portion of said building to be occupied being shown on the map or plat, marked Exhibit "A", attached hereto and made a part of this Permit.

This Permit is granted upon the following terms and conditions, to-wit:

(1) That the Permittee shall pay to the City for such use and occupancy the sum of sixty dollars (\$60.00), payable in five (5) equal annual installments of twelve dollars (\$12.00), each installment payable annually in advance on the 1st day of June of each and every year during the life of the permit.

(2) Neither the whole nor any part of the premises covered by this Permit, nor any of the rights or privileges hereby granted, shall be assignable or transferable without the consent of the City Manager of said City.

(3) The above described premises shall be used only and exclusively for the purpose of housing and maintaining therein the North San Diego Chamber of Commerce.

(4) That the City shall pay all charges for water and electricity; and the Permittee shall be responsible for and pay all charges for gas for heating and cooking.

(5) That the Permittee shall at all times save the City harmless from any claim or claims for damages or injury to persons or property that may result from such occupancy.

(6) At no time during the life of this permit shall The City of San Diego be called upon or required to make any improvement on or for the benefit of the premises hereinabove described.

(6) That the Permittee shall at its own expense at all times maintain the premises and space covered by this Permit in a safe, clean and sanitary condition, and promptly when required so to do by the City make any repairs of damage or depreciation resulting from the occupancy.

(7) In event the Permittee shall fail or refuse to fulfill in any manner the uses and purposes for which the said premises are permitted to be occupied by said Permittee, as above set forth, or shall fail or refuse to perform, or shall violate, any of the terms or conditions herein expressed, including the prompt payment when the same shall be due of the annual payments herein provided to be made, then and in that event this permit shall immediately terminate and said Permittee shall have no further rights hereunder, and said Permittee shall remove from said premises, and the City shall immediately thereupon, without recourse to the courts, have the right to take possession thereof, and the said Permittee shall forfeit all rights and claims thereto and hereunder.

The Permittee in accepting this permit acknowledges the right of the City to take possession of said premises immediately upon the neglect or refusal of the Permittee to comply with any of the terms and conditions hereinbefore mentioned.

IN WITNESS WHEREOF, The City Manager of the City of San Diego, has hereunto subscribed his name for and on behalf of the City of San Diego, pursuant to a resolution authorizing such execution, the day and year first hereinabove written.

This instrument is executed in duplicate, each of which shall be deemed to be an original, and when so executed this instrument shall be effective from the date the same is accepted by the Permittee.

THE CITY OF SAN DIEGO

By R.W.FLACK, City Manager.

NORTH SAN DIEGO CHAMBER OF COMMERCE, the Permittee named in the foregoing Use and Occupancy Permit, does hereby accept said Permit, and by this acceptance agrees to be bound by each and all of the terms and conditions therein expressed, and agrees to faithfully perform the same.

Dated this 20th day of May, 1939.

NORTH SAN DIEGO CHAMBER OF COMMERCE

By T.E.MOSS, President.

MARGARET O'NEAL, Secretary

I hereby approve the form of the foregoing Use and Occupancy Permit this 16th day of May, 1939.

D.L.AULT, City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Use & Occupancy Permit with North San Diego Chamber of Commerce. Being Document No. 313887.

J.M.ASHLEY

City Clerk of the City of San Diego, California

By Helen M. Willey Deputy.

L E A S E

THIS INDENTURE, made in duplicate, this 25th day of May, 1939, between J.B.HOWELL, 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 portion of the building occupying Lot 11, Block 1, Hartley's North Park Addition to the City of San Diego, now occupied by the North Park Library, now known and numbered as 3827 Ray Street; for the term of five (5) years, commencing on the 1st day of June, 1939, and ending on the 31st day of May, 1944.

Yielding and paying therefor during the term thereof the sum of Three Thousand Dollars (\$3000.00), 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: Fifty Dollars (\$50.00) per month.

It is understood and agreed that said premises shall be used for library purposes and that Lessee accepts the premises in the condition that the same now are.

It is further understood and agreed that the Lessor will pay for all the water used upon said premises, and that the Lessee will pay for gas and electricity used by it on said premises.

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; and 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.

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. 69364 of the Council, authorizing such execution, has caused this instrument to be executed the day and year in this agreement first above written.

J.B.HOWELL, Lessor,

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

I HEREBY APPROVE the form of the foregoing Lease this 26th day of May, 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 J.B.Howell for Library Branch at 3827 Ray Street. Being Document No. 313903.

J.M.ASHLEY

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 23rd day of May, 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 V. 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 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 1329 of the Pueblo Lands of San Diego, according to the Map thereof made by James Pascoe on file in the office of the County Recorder of San Diego County, California, subject to any adverse claims of title caused by an overlap of Map of Sorrento Lands and Townsite upon a portion of said Pueblo Lot 1329;

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 23rd day of May, 1939, and ending on the 22nd day of May, 1942, at the following rentals: One Hundred Twenty-five Dollars (\$125.00) 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, except as hereinafter 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. 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. That the lessee shall have the right and privilege of subletting for agricultural purposes an area of the lands hereby leased aggregating approximately twelve (12) acres.

Eleventh. That the lessee shall at his own charge and expense keep and maintain the boundary line fences now located on said premises in good condition and repair.

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 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. 69358 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 V. SEXSON, Lessee

I HEREBY APPROVE the form of the foregoing Lease this 26th day of May, 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 V. Sexson. Being Document No. 313904.

J.M. ASHLEY
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 23rd day of May, 1939, 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 AL BAHR TEMPLE, ANCIENT ARABIC ORDER NOBLES OF THE MYSTIC SHRINE, 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 fraternal and philanthropic work.

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 easterly room off the south loggia 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) _____
- (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 Eighteen and no/100 Dollars (\$18.00) per annum.

(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 Al Bahr Temple, Ancient Arabic Order Nobles of the Mystic Shrine, the day and year in this permit first above written.

THE CITY OF SAN DIEGO,
By W. ALLEN PERRY
Superintendent of Parks

THE ALBAHR TEMPLE, ANCIENT ARABIC ORDER
OF THE MYSTIC SHRINE
FRED B. GRANT, Recorder

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Occupancy Permit with Al Bahr Temple. Being Document No. 314030.

J.M.ASHLEY
City Clerk of the City of San Diego, California.

By Helen M. Willig Deputy.

AGREEMENT

WHEREAS, John Zweck are, is the owner of Lot 48 Block 4 Subdivision Park 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 8 day of May, 1939, by _____ that _____ will, for and in consideration of the permission granted _____ to remove 30 feet of curbing on Thirtieth 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 _____ to do, and comply therewith at _____ 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 _____, 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 ZWECK
Owner's Name
3931 Falcon St.
Address

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

On this 17th day of May, A.D. Nineteen Hundred and Thirty-nine before me, Esther Caldwell a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared John Zweck 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.

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

(SEAL)
My Commission Expires,
March 18, 1942.

RECORDED MAY 25 1939 40 Min. past 2 P.M. In Book 903 At Page 344 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.

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 John Zweck to City of San Diego, California. Being Document No. 313867.

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, Benm H. Powers & Dorothy W. Powers are the owners of Lot 10 Block 250 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 16 day of May, 1939, by _____ that _____ will, for and in consideration of the permission granted _____ to remove 20 feet of curbing on Dumas 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 _____ so to do, and comply therewith at _____ 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 _____, _____ 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.

B.H. POWERS
Owner's Name
3327 Dumas
Address

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

On this 16 day of May, A.D. Nineteen Hundred and 39, before me, W.B. Melhorn a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared B.H. Powers 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.B. MELHORN
Notary Public in and for the County of San Diego,
State of California.

(SEAL)
My Commission Expires,
7/25/39.

RECORDED JUN 2 1939 18 Min. past 3 P.M. In Book 908 At Page 307 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 B.H. Powers et ux to the City of San Diego, California. Being Document No. 313942.

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, William F. Cords, Jr. are, is the owner of one lot Lot 5 Block A Subdivision Chatsworth Terrace, Annex., 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 May, 1938, by William F. Cords, Jr. that he will, for and in consideration of the permission granted him to remove 20 feet of curbing on Clove 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 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.

Wm. F. CORDS, JR
Owner's Name
3110 Browning St. San Diego, Calif.
Address

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

On this 12th day of May, A.D. Nineteen Hundred and 39, before me, James T. Morris, Jr. a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared William F. Cords, Jr. 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 (Bk. of America) Ocean Beach, County of San Diego, State of California, the day and year in this certificate first above written.

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

(SEAL)
My Commission Expires,
March 27, 1941.

RECORDED JUN 2 1939 17 Min. past 3 P.M. In Book 908 At Page 306 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 William F. Cords, Jr. to the City of San Diego, California. Being Document No. 313943.

J.M.ASHLEY
City Clerk of the City of San Diego, California

By Helen M. Wilby Deputy.

AGREEMENT FOR PARTIAL USE AND
OCCUPANCY OF CITY STADIUM

THIS AGREEMENT, entered into this 13th day of June, 1939, by and between THE CITY OF SAN DIEGO, a municipal corporation in the State of California, party of the first part, hereinafter sometimes referred to as the "City", acting by and through the City Manager thereof, and FRANK J. GUTHRIE and TOM H. HAYNES, residents of the City of San Diego, parties of the second part, WITNESSETH:

That party of the first part, upon the terms and conditions, for the purposes, at the time and for the consideration hereinafter expressed, does hereby grant to parties of the second part the right to use and occupy the tract at the Municipal Stadium, in the City of San Diego, together with the right to the use of such stadium, with all ticket offices, showers, locker rooms, dressing rooms and other equipment and conveniences therein, with the exception of one storeroom to be selected by and used by the City Park Department, also, turf or football field.

1. The period for which said right is given shall begin on the 28th day of June, 1939, and continue until the 1st day of February, 1940, unless sooner terminated as hereinafter provided.

2. The uses and purposes for which said above described premises are to be used by parties of the second part shall be confined exclusively to the conducting of midget auto, motorcycle and bicycle races, it being understood and agreed that said parties of the second part shall have the exclusive right during the period of this agreement to conduct midget auto, motorcycle and/or bicycle races.

It is specifically understood and agreed that no privileges for the sale of refreshments, including candy, confectionery, cigarettes, tobacco, alcoholic or non-alcoholic beverages or other articles commonly sold at amusement parks or recreational centers, are granted or intended to be granted hereby.

3. The right of second parties to occupy said premises for the purposes aforesaid shall be limited to Wednesday evening of each week; provided, however, that parties of the second part may be permitted to select another evening in lieu of Wednesday evening upon application to and with the written approval of the City Manager or his duly authorized representative; provided, further, that the City hereby retains the right to require parties of the second part to surrender to the City the use of said Stadium premises for any evening by giving ten (10) days written notice of such requirement; but that in event the parties of the second part are prevented by such action by the City from holding any event herein authorized, they may select another evening during the same week in which to hold the same.

4. It shall be the obligation of parties of the second part to prepare and maintain the track, construct barriers and install required lighting and pay for all electric current used by them. They shall be responsible for any damage to the stadium, grounds or buildings thereon.

5. A duly authorized representative of the City shall at all times during the period covered by this agreement have the right to inspect the track, stadium and premises, included within this agreement and whenever in his opinion the infield or grassed area is too wet no cars shall be allowed thereon; and whenever in his opinion practices or activities in connection with said races are calculated to injure said premises he shall require their immediate correction.

6. Parties of the second part hereby covenant and agree that during all times when they shall be occupying, using and exercising jurisdiction and control of said premises under this agreement they will assume, and do by the acceptance hereof assume, all liability for loss, injury, expense or damage from any cause whatsoever to any person or property, including any of the property described herein, that may happen or occur as the result of the possession, operation or maintenance of, or failure to maintain or operate said premises for the purposes herein contemplated, and will save the City harmless from any and all liability arising therefrom; that they will at their own cost and expense defend all suits and actions that may be brought against them or said City because of the occurrence of any loss, injury, damage, expense, accident or accidents in this paragraph mentioned, and will pay and discharge all final judgments that may be rendered in such suit or action.

7. Parties of the second part shall carry compensation insurance sufficient to cover all of their employees, and shall furnish to the City a certificate of the insurance carrier issuing such policy. They shall file with the City an insurance policy in a company approved by the City, insuring to The City of San Diego, which by its terms shall indemnify said City for any loss, damage or liability suffered by the City by reason of the existence of this agreement, and the use and occupation of said track, stadium and premises mentioned herein by parties of the second part. The amount of said policy shall be \$10,000 against loss or liability arising by injury or death by one person and \$20,000 against loss or liability arising by injury or death of two or more persons in any one accident. Said policy of insurance shall be maintained during the entire period covered by this agreement.

8. In consideration of the rights and privileges hereby granted, parties of the second part covenant and agree to pay to said City weekly, in advance, for each week during the period hereby covered, the sum of One Hundred Ten Dollars (\$110.00); provided, however, that no rental shall be payable for any week during which parties of the second part shall be entirely deprived of the use of said premises by reason of their requirement by the City for its own purposes.

Parties of the second part shall, simultaneously with the acceptance and execution of this agreement, deposit with the City the sum of Five Hundred Dollars (\$500.00), the same to be held by the City during the period covered hereby as a guarantee of the payment of said rents and of the faithful performance of the terms and conditions hereof, and against damage to City property by parties of the second part, their associates, representatives, agents or employees; it being understood and agreed in this connection that the City shall have the right to apply said \$500.00, or any portion thereof, to the payment of any weekly rent that may be delinquent hereunder, or to apply the same on account of any damage or injury caused by parties of the second part to said premises for which they may be responsible hereunder. It is further understood and agreed that in event the City shall make such application of all or any part of said \$500.00, parties of the second part, immediately upon notice by the City, shall deposit an additional sum of money with the City sufficient to maintain such guaranteed fund of \$500.00 at all times during the life of this agreement.

9. Upon the failure of parties of the second part to comply with or conform to any condition, term or requirement of this agreement, the City shall have the right, at its option, upon five (5) days written notice, to cancel and terminate this agreement and all rights and privileges thereunder; reserving, however, in such event any additional legal rights or remedies which the City may have for breach of contract or otherwise.

10. Parties of the second part hereby expressly covenant and agree to be bound by all the terms, conditions and agreements herein contained, and faithfully to perform the same.

IN WITNESS WHEREOF, The City of San Diego has caused this agreement to be executed in its name by the City Manager, hereunto duly authorized by Resolution No. 69464, and parties of the second part have hereunto subscribed their names the day and year first hereinabove written. This agreement is executed in duplicate, each one of which shall be deemed an original.

THE CITY OF SAN DIEGO
By F.A.RHODES, City Manager

FRANK J. GUTHRIE
TOM H. HAYNES
Parties of the Second Part.

I HEREBY APPROVE the form of the foregoing Agreement for Partial Use and Occupancy of City Stadium this 8th day of June, 1939.

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 Guthrie & Haynes for use of Stadium for midget auto races. Being Document No. 314180.

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, Keith's Ltd. are the owners of Lots 19 to 23 inclusive Lots 19-23 Block 4 Sub-division West Teralta 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 sixth day of June, 1939, by ___ that we will, for and in consideration of the permission granted us to remove 248 feet of curbing on El Cajon, Boundary and Thirty-Second Streets 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 do 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 themselves and all 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.

KEITHS LTD.
KEITH R. MANLEY
Owner's Name
3180 El Cajon
Address

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

On this 6th day of June, A.D. Nineteen Hundred and thirty-nine, before me, Gilman A. Gist a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Keith R. Manley 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.

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

(SEAL)
My Commission Expires,
Feb. 4, 1940.

RECORDED JUN 13 1939 50 Min. past 2 P.M. In Book 899 At Page 470 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 Keith's Ltd. to City of San Diego, California. Being Document No. 314066.

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, A.J.Hopley are, is the owner of property Lot 32-33, Block A, Subdivision Belmont Tract, 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 7, 1939, by Munsun & Munsun that they will, for and in consideration of the permission granted agree to remove 30 feet of curbing on Euclid Aenue street adjacent to the above described property, bind El Cajon Blvd. 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.

Owner further agree that this agreement shall be binding on Lessee, 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.

A.J.HOPLEY
Owner's Name
2834 So. Alsace Ave. Los Angeles, Calif.
Address
MUNSON & MUNSON
KENNETH MUNSON
(OVER)

(Owner of property came in late last night and signed agreement. However is away on a trip and unable to get in touch with us. As no Notary Office open at the late hour, was unable to have signature Notarized.

However, Walter L. Maas & Murphy Oil Co. hold 10 year lease on property described and option to purchase. Therefore, they will agree to guarantee all provisions of agreement, as lease states that all improvements to property must be done by lessee.

WALTER L. MAAS
By ARTHUR V. MAAS)

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

On this 7th day of June, A.D. Nineteen Hundred and 39, before me, Mildred Cunningham a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Kenneth Munson 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.

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

(SEAL)
My Commission Expires,
Feb. 15, 1943.

RECORDED JUN 13 1939 51 Min. past 2 P.M. In Book 899 At Page 450 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 A.J.Hopley to City of San Diego, California. Being Document No. 314092.

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, Robert Sanders is the owner of Lot 13 Block 11 Subdivision Inspiration 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 30 day of May, 1939, by Robert Sanders that he will, for and in consideration of the permission granted him to remove 20 feet of curbing on Sunset 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 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.

ROBERT SANDERS
Owner's Name
4159 Witherby
Address

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

On this 30 day of May, A.D. Nineteen Hundred and 39, before me, W.B.MELHORN a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Robert Sanders 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.B.MELHORN
Notary Public in and for the County of San Diego,
State of California.

(SEAL)
My Commission Expires,
7/25/39.

RECORDED JUN 22 1939 40 Min. past 10 A.M. In Book 913 At Page 251 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.

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 Robert Sanders to the City of San Diego, California. Being Document No. 314193.

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, E.J.Boden & Marie Boden are, is the owner of 3498 Adams Ave., Lot 16, Block 25 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 16 day of June, 1939, by E.J.Boden & Marie Boden that we will, for and in consideration of the permission granted us to remove 32 feet of curbing on Adams and 30 feet on 35th 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.

E.J.BODEN
MARIE BODEN
Owner's Name
3498 Adams Ave.
Address

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

On this 16 day of June, A.D. Nineteen Hundred and 39, before me, John V. Rush a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared E.J.Boden and Marie Boden 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.

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

(SEAL)

RECORDED JUN 22 1939 40 Min. past 10 A.M. In Book 915 At Page 139 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.

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 E. J. Boden, et ux to the City of San Diego, California. Being Document No. 314261.

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, F.S.Glaser is the owner of those certain Lots 29,30, Block 110 Subdivision University Heights Addition to City of San Diego, County of San Diego, State of California, according to Map thereof made by G.A.d'Hemecourt, 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 June, 1939, by F.S.Glaser that he will, for and in consideration of the permission granted him to remove 40 feet of curbing on 30th 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.

F.S.GLASER
Owner's Name
310 Security Bank Bldg.
San Diego, California
Address

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

On this 23 day of June, A.D. Nineteen Hundred and 39, before me, Charles E. Burch, Jr. a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared F.S.Glaser 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.

CHARLES E. BURCH, JR
Notary Public in and for the County of San Diego,
State of California.

(SEAL)

RECORDED JUL 1, 1939 28 Min. past 9 A.M. In Book 919 At Page 140 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 F.S. Glaser to the City of San Diego, California. Being Document No. 314339.

J.M. ASHLEY

City Clerk of the City of San Diego, California

By Helen M. Wilzig Deputy.

AGREEMENT

WHEREAS, Joe Heimsath are, is the owner of Lot 24 & 25, Block 13 Subdivision Lots 20-50 Block N, 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 29th day of June, 1939, by Joe Heimsath that he will, for and in consideration of the permission granted to remove 24 feet of curbing on Polk 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.

JOE HEIMSATH
Owner's Name
4104 - 40th Street
Address

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

On this 29 day of June, A.D. Nineteen Hundred and thirty-nine, before me, W.A. Wiedenbeck a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Joe Heimsath 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 JUL 1 1939 29 Min. past 9 A.M. In Book 919 At Page 144 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 Joe Heimsath to the City of San Diego, California. Being Document No. 314454.

J.M. ASHLEY

City Clerk of the City of San Diego, California

By Helen M. Wilzig Deputy.

AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that Whereas, E. S. Bird and Elma Elizabeth Bird, husband and wife, for and in consideration of the sum of Eleven Hundred Fifty Dollars (\$1150.00) have executed and delivered to The City of San Diego, a municipal corporation in the County of San Diego, State of California, a grant deed dated June 5th, 1939, covering the following described property, excepting the improvements thereon, situate in the City of San Diego, County of San Diego, State of California:

That portion of Lot 64, D.B. Williams' Subdivision of Lots 35, 36, 46 and a portion of Lots 47 and 50, of Fleischer's Addition to San Diego, according to the Map thereof No. 855, filed in the office of the County Recorder of said County of San Diego, particularly described as follows, to-wit:

Commencing at the southwesterly corner of said Lot 64; thence North 9°51'52" East along the westerly line of said Lot 64, a distance of 4.92 feet to a point; thence North 87°00'00" East a distance of 102.81 feet to the point of a tangent curve concaved northerly having a radius of 2950.00 feet; thence easterly along the arc of said curve a distance of 113.69 feet to a point on the easterly line of said Lot 64 which bears North 0°19'00" West 17.10 feet from the southeasterly corner of said Lot 64; thence South 0°19'00" East along the easterly line of said Lot 64, a distance of 17.10 feet to the southeasterly corner thereof; thence westerly along the southerly line of said Lot 64, a distance of 217.00 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; and

WHEREAS, certain buildings and improvements now exist upon portions of said lands; and

WHEREAS, the Council of said City of San Diego passed and adopted Resolution No. 69500, dated June 13, 1939, authorizing the purchase of the real property hereinabove described,

excepting the improvements thereon, for a total consideration of Eleven Hundred Fifty Dollars (\$1150.00);

NOW, THEREFORE, for the above consideration, said E.S.BIRD and ELMA ELIZABETH BIRD, hereby agree to remove or cause to be removed said buildings and improvements from said lands so conveyed to The City of San Diego, at their own expense, within ninety 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 said E.S.Bird and Elma Elizabeth Bird, to so remove said buildings and/or improvements, or do any act necessary to cause the same to be immediately so removed from said lands, without any liability therefor sustained or suffered by said The City of San Diego or said Division of Highways;

That said consideration paid as aforesaid by The City of San Diego for said deed includes payment in full for the respective interests in the land conveyed; payment in full for all damages sustained by or on account of the severance of said lands from the larger parcel of which it was a part, including all damages to improvements thereon; payment in full for all damages to structures and improvements existing on said lands so conveyed for or on account of the improvement of said lands or any part thereof as a public highway, and payment in full for all damages of every kind and character sustained or to be sustained by the undersigned by reason of the granting of the land hereinbefore described to said The City of San Diego and the removal of all improvements and fixtures therefrom.

Time shall be of the essence of this agreement.

This agreement shall bind the heirs, administrators, executors, successors and assigns of the undersigned.

IN WITNESS WHEREOF, said E.S.Bird and Elma Elizabeth Bird have hereunto set their hands this 19th day of June, 1939.

E.S.BIRD
ELMA ELIZABETH BIRD

STATE OF CALIFORNIA,)
County of San Diego,) ss.

On this 19th day of June, 1939, before me, the undersigned, a Notary Public in and for said County and State, personally appeared E.S.Bird and Elma Elizabeth Bird, known to me to be the persons whose names are subscribed to the within instrument and they duly acknowledged to me that they executed the same.

WITNESS my hand and Official Seal 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 12 1939 30 min. past 4 P.M. in book 928 at page 82 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.

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 of E.S.Bird and Elma E. Bird with City of San Diego, California. Being Document No. 314353.

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, R.W.Little is the owner of Lot 4 Block 240 Subdivision Middletown and, WHEREAS, the provisions of Ordinance No. 401 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 Street; and,

WHEREAS, the undersigned has heretofore applied to the Council of the City of San Diego for a special permit to erect a portable 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. 69599 suspended the provisions of said ordinance with respect to said property and has granted permission to the undersigned to erect a portable building to 12½ ft. 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 portable 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 26th day of June, 1939, by R.W.Little that he will, for and in consideration of the permission granted him to erect a portable building on the above described property to 12½ ft. from the front property line, bind himself to, and he hereby by these presents agrees, to move any portable 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. 401 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 portable building to the line designated; that he will move said portable building 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.

R. W. LITTLE
4654 Pescadera St. O.B.

STATE OF CALIFORNIA,)
County of San Diego,) ss.

On this 29th day of June A.D. Nineteen Hundred and Thirty-Nine, before me, Constance G. Bechtel a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared R.W.Little 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
March 26th 1942

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

RECORDED JUL 12 1939 26 min. past 2 P.M. in Book 924 at Page 180 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.
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 with Owner R.W.Little to City of San Diego, California, to move building when Pacific Highway is widened. Being Document No. 314473.

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

KNOW ALL MEN BY THESE PRESENTS, That, WHEREAS, Ray E. Harris and Ina E. Shafer Harris, husband and wife, and Edith Frances Macey, for and in consideration of the sum of Forty-seven Hundred Twenty Dollars (\$4,720.00) have executed and delivered to The City of San Diego, a municipal corporation in the County of San Diego, State of California, a grant deed dated June 13th, 1939, covering the real property hereinafter described, excepting the existing improvements thereon; and, said Ray E. Harris and Ina E. Shafer Harris, husband and wife, Edith Frances Macey and San Diego Trust & Savings Bank, a corporation, have caused to be given a partial reconveyance of existing trust deed interest covering the following described lands situate in the City of San Diego, County of San Diego, State of California:

Lot 76 and those portions of Lots 74 and 75, 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, particularly described as follows, to-wit:

Commencing at the northeasterly corner of said Lot 75; thence South 89°40'30" West (Record: South 89°44'00" West) along the northerly line of said Lot 75, a distance of 130.00 feet to the northwesterly corner thereof; thence South 0°17'30" East along the westerly line of said Lots 75 and 74, a distance of 27.54 feet to a point; thence North 87°00'00" East, a distance of 40.38 feet to the point of a tangent curve concaved northerly having a radius of 3050.00 feet; thence easterly along the arc of said curve a distance of 89.85 feet to a point on the easterly line of said Lot 75 which bears South 0°17'30" East 20.14 feet from the point of commencement; thence North 00°17'30" West along the easterly line of said Lot 75, a distance of 20.14 feet to the point of commencement; and

WHEREAS, said above described land is intended 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, with plans therefor filed in the office of said Division of Highways; 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. 69523, dated June 20, 1939, authorizing the purchase of the real property hereinabove described, excepting the improvements thereon, for a total consideration of Forty-seven Hundred Twenty Dollars (\$4720.00);

NOW, THEREFORE, for the above consideration, said RAY E. HARRIS, INA E. SHAFER HARRIS and EDITH FRANCES MACEY hereby agree to remove or cause to be removed said buildings, structures and improvements from said lands so conveyed to The City of San Diego, at their own expense, within ninety 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 said Ray E. Harris, Ina E. Shafer Harris and Edith Frances Macey, to so remove said buildings, structures and improvements, or do any act necessary to cause the same to be immediately so removed from said lands, without any liability therefor sustained or suffered by said The City of San Diego or said Division of Highways.

That said consideration paid as aforesaid by The City of San Diego for said deed includes payment in full for the respective interests in the land conveyed, payment in full for all damages sustained by or on account of the severance of said lands from the larger parcel of which it was a part, including all damages to improvements thereon; payment in full for all damages for or on account of the improvement of said lands or any part thereof as a public highway and payment in full for all damages of every kind and character sustained or to be sustained by the undersigned by reason of the granting of the land hereinbefore described to said The City of San Diego and the removal of all improvements and fixtures therefrom.

Time shall be of the essence of this agreement.

This agreement shall bind the heirs, administrators, executors, successors and assigns of the undersigned.

IN WITNESS WHEREOF, said Ray E. Harris, Ina E. Shafer Harris and Edith Frances Macey have hereunto set their hands, and said San Diego Trust & Savings Bank has caused this instrument to be executed by its proper officers and its corporate seal to be affixed hereto, this 30th day of June, 1939.

RAY E. HARRIS
INA E. SHAFER HARRIS
EDITH FRANCES MACEY

ATTEST: (SEAL)

SAN DIEGO TRUST & SAVINGS BANK,
By LEE B. HARRIS
Assistant Trust Officer

STATE OF CALIFORNIA,)
County of San Diego.) ss.

On this 30th day of June, 1939, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Ray E. Harris, Ina E. Shafer Harris and Edith Frances Macey, known to me to be the persons whose names are subscribed to the within instrument and they duly acknowledged to me that they executed the same.

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

E.H.BROOKS.
Notary Public in and for the County of San Diego, (SEAL)
State of California

STATE OF CALIFORNIA,)
) ss.
 County of San Diego.)

On this 1st day of July, 1939, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Lee B. Harris, known to me to be the Assistant Trust Officer 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.

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

(SEAL)
 My Commission Expires
 June 10, 1941.

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

RECORDED at request of Union Title Insurance & Trust Co. JUL 14 1939 at 9 A.M. in Book 923 page 230 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.

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 from Ray E. Harris et al. for removal of buildings from street to City of San Diego, California. Being Document No. 314480.

J.M. ASHLEY
 City Clerk of the City of San Diego, California

By Helen M. Willig Deputy

LEASE

THIS INDENTURE, made in duplicate, this 28th day of June, 1939, by and between FANNIE N. REYNOLDS, HATTIE E. DOWNS and FLORENCE V. CANNON, parties of the first part, hereinafter designated as Lessors, and THE CITY OF SAN DIEGO, a municipal corporation, of the County of San Diego, State of California, hereinafter designated as Lessee, WITNESSETH:

That the Lessors do hereby demise and let unto Lessee, and said Lessee does hereby rent and take, as Lessee, those certain premises in the City of San Diego, County of San Diego, State of California, more particularly described as follows:

All of Block Twelve (12), Culverwell & Taggart's Addition to The City of San Diego, County of San Diego, State of California; for the term of one (1) year, commencing on the 1st day of July, 1939, and ending on the 30th day of June, 1940.

Lessee agrees to pay therefor during the term thereof the sum of Five Hundred Forty Dollars (\$540.00), payable monthly at the rate of Forty-five Dollars (\$45.00) per month, in advance on the first day of each and every month during said term.

IT IS FURTHER AGREED THAT the Lessee, The City of San Diego, shall have the option and privilege of purchasing the premises herein described at any time during said term or within thirty (30) days after the expiration of said lease, for the sum of Six Thousand Two Hundred Fifty Dollars (\$6,250.00); and that when said sum has been deposited in escrow by Lessee for said purchase within the time herein, then in that event this lease shall be determined, and the Lessors agree to deliver a grant deed, together with a certificate of title insurance, conveying said premises to said Lessee.

IN WITNESS WHEREOF, the Lessors have hereunto set their hands and the Lessee, acting by and through its City Manager, under and pursuant to Resolution No. 69545 of the Council of The City of San Diego, authorizing such execution, has caused this instrument to be executed the day and year in this agreement first above written.

FANNY N. REYNOLDS
 HATTIE E. DOWNS
 FLORENCE V. CANNON

Lessors

THE CITY OF SAN DIEGO

Lessee

F.A. RHODES, City Manager

I HEREBY APPROVE the form of the foregoing Lease this 20th day of June, 1939.

D.L. AULT, City Attorney
 By JAMES J. BRECKENRIDGE
 Deputy City Attorney

RELEASE

KNOW ALL MEN that we, Fannie N. Reynolds, Hattie E. Downs, and Florence V. Cannon, in consideration of One Dollar (\$1.00) heretofore paid to us by The City of San Diego, a municipal corporation, do hereby release and forever discharge said The City of San Diego of, and from, all, and all manner of, action and actions, cause and causes of action, sums of money, claims and demands whatsoever, in law or in equity, which against the said The City of San Diego, we ever had, now have, or which our heirs, executors or administrators hereafter can or may have, by reason of any matter, cause or thing whatsoever to the date of this release.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 28th day of June, 1939.

FANNY N. REYNOLDS
 HATTIE E. DOWNS
 FLORENCE V. CANNON

I HEREBY APPROVE the form of the foregoing Release, this 20th day of June, 1939.

D.L. AULT,
 City Attorney
 By JAMES J. BRECKENRIDGE,
 JAMES J. BRECKENRIDGE,
 Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Fannie N. Reynolds et al covering certain land in Culverwell & Taggart's Addition. Being Document No. 314517.

FRED W. SICK
 City Clerk of the City of San Diego, California

By Helen M. Willig Deputy

LEASE

THIS INDENTURE, made in duplicate, this 29th day of June, 1939, by and between LONA H. JOHNSTON, of the town of Chula Vista, County of San Diego, State of California, party of the first part, hereinafter designated as Lessor, and THE CITY OF SAN DIEGO, a municipal corporation, of said county and state, hereinafter designated as Lessee, WITNESSETH:

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

Lots 5, 6, 11 and 12, Block 7, Culverwell & Taggart's Addition to The City of San Diego, County of San Diego, State of California; for the term of one (1) year, commencing on the 1st day of July, 1939, and ending on the 30th day of June, 1940.

Lessee agrees to pay therefor during the term thereof the sum of One Hundred Eighty Dollars (\$180.00), payable monthly at the rate of Fifteen Dollars (\$15.00) per month, in advance on the 1st day of each and every month during said term.

IN WITNESS WHEREOF, the Lessor has hereunto set her hand and the Lessee, acting by and through its City Manager, under and pursuant to Resolution No. 69546, of the Council of The City of San Diego, authorizing such execution, has caused this instrument to be executed the day and year in this agreement first above written.

WITNESS:

E.H.BROOKS
MRS. B. BUMGARNER

Her
LONA X H. JOHNSTON
Mark Lessor
THE CITY OF SAN DIEGO
Lessee

By F.A.RHODES City Manager

I hereby approve the form of the foregoing lease this 20th day of June, 1939.

D.L.AULT, City Attorney

By JAMES J. BRECKENRIDGE, Deputy City Attorney

RELEASE

KNOW ALL MEN that I, Lona H. Johnston, of Chula Vista, in the County of San Diego, State of California, in consideration of One Dollar (\$1.00) heretofore paid to me by The City of San Diego, a municipal corporation, do hereby release and forever discharge said The City of San Diego of, and from, all and all manner of, action and actions, cause and causes of action, sums of money, claims and demands whatsoever, in law or in equity, which against the said The City of San Diego, I ever had, now have, or which my heirs, executors or administrators hereafter can or may have, by reason of any matter, cause or thing whatsoever to the date of this release.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 29th day of June, 1939.

WITNESS:

E.H.BROOKS
MRS. B. BUMGARNER

Her
LONA X H. JOHNSTON
Mark

I HEREBY APPROVE the form of the foregoing Release, this 20th day of June, 1939.

D.L.AULT, City Attorney

By JAMES J. BRECKENRIDGE

James J. Breckenridge, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Lona J. Johnston covering certain property in Culverwell & Taggart's Addition. Being Document No. 314518.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Wilbig Deputy

LEASE

THIS AGREEMENT, made and entered into this 20th day of June, 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 the LAKESIDE RODEO ASSOCIATION, a corporation, 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 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: Lot 53, El Cajon Valley Company's Lands, excepting the west 280-2/3 feet thereof lying south of the San Diego & Arizona Railway Company's right of way and excepting the San Diego and Arizona Railway Company's right of way, being 15 acres of land, more or less, for a term of five (5) years, beginning on the 1st day of July, 1939, and ending on the 30th day of June, 1944, at the following rental: Twenty-one Dollars (\$21.00) per month payable in advance at the office of the Lessor monthly during said term.

PROVIDED, that this lease shall, at the option of said Lessee, be extended for an additional period of Five years from the first day of July 1, 1944, 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 to an additional Five years 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.

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

1. That the above described premises are leased to said Lessee for residential purposes, and for maintenance and operation of grand stands, dance floor, counters, concession booths, horse stalls, board fences and appurtenant structures required for the operation of rodeo exhibitions.

Lessee hereby covenants and agrees to assume, and does by the execution of this instrument assume, all liability for loss, injury, expenses or damages from any cause whatsoever to any person or property, including any of the property demised herein, that may happen or occur as a result of the possession, operation or maintenance of, or failure to maintain or operate said leased property during said term.

Lessee hereby assumes all liability for industrial accidents and/or accidents to persons that may occur in, about or in connection with said leased properties during the term of this lease, and will save Lessor harmless from any and all liability arising therefrom. Lessee will, at its own cost and expense, defend all suits and actions that may be brought against itself or Lessor because of the occurrence of any loss, injury, expenses, damages, accident or accidents in this paragraph mentioned, and will pay and discharge all final judgments that may be rendered in any such suit or action, or that may become final judgment liens on said leased property or any part or parcel thereof.

2. That the Lessee shall have the right and privilege of subletting for residential purposes those portions of the above described land lying south of the railway right of way on which two houses, fronting on Sycamore Street, are now located. Lessee agrees to repair said two houses within six months from and after the execution of this lease, at its own cost and

expense, as follows: Re-roof both houses with approved composition shingles; paint exterior of both houses with two coats of approved linseed oil and lead paint; make required plumbing, electrical and other repairs necessary to rehabilitate the structures and maintain them in tenant-able condition.

3. 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, except as hereinabove provided, without the consent in writing of the Council of said City.

4. That the City reserves all gas, oil and mineral rights in and on said premises here-in leased, with the right to go upon said property, not actually occupied by buildings, and prospect for oil, gas and minerals.

5. 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, not actually occupied by buildings, 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 of the ordinances of The City of San Diego and amendments thereto.

6. That the Lessee shall keep and maintain said premises in as good repair and condition as it shall receive them at their own expense (ordinary wear and tear and the acts of God excepted), except as hereinabove provided in paragraph 2 hereof, and the said City shall not be called upon to make any expenditures or repairs on said premises.

7. That the Lessee shall be permitted to construct any structures, or make any alterations or improvements upon said premises that may be necessary for the purposes for which said premises are leased; and all buildings, structures and improvements which have heretofore or may hereafter be placed on the portion of the leased land lying north of the railway right of way by the Lessee shall not become the property of the Lessor, and upon the termination of this lease and the surrender of said premises Lessee shall be permitted to remove the same at its own cost and expense. As a condition of this right to remove any such buildings, structures and improvements, the Lessee shall repair any damage caused by such removal and restore said premises to their original condition.

8. That the Lessee shall pay all taxes assessed upon the improvements on the portion of the tract lying north of the railway right of way.

9. 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.

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

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 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. 69357 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, Lessor,
By F.A.RHODES, City Manager.

ATTEST:
C.D.MOORE

LAKE SIDE RODEO ASSOCIATION, Lessee (SEAL)
By G.R.DALEY President.
O. Primb, Secty & Treas.

I HEREBY APPROVE the form of the foregoing Lease this 23d day of June, 1939.

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 Lakeside Rodeo Association. Being Document No. 314554.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willis Deputy

BOND

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 Twenty Thousand and No./100 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 and Surety hereby bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 6th day of July, 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 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, avenue, 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, 1939, to-wit: to and including the 30th day of June, 1940, for all lights that were installed and burning as of July 1, 1939, 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. 314377, 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 6th day of July, 1939.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY,
Principal.

By A.E.HOLLOWAY
Vice-President in Charge of Sales

THE AETNA CASUALTY AND SURETY COMPANY
Surety

PAUL WOLCOTT
Resident Vice-President

(SEAL) ATTEST:
J.A.CANNON Secretary

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

STATE OF CALIFORNIA,)
) ss.
County of San Diego,)

On this 7th day of July, 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.

I HEREBY APPROVE the form of the foregoing Bond this 10th day of July, 1939.
D.L.AULT, City Attorney
By H.B.DANIEL Assistant City Attorney

I HEREBY APPROVE the foregoing Bond this 11th day of July, 1939.
F.A.RHODES, 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 6th day of July, 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, 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, 1939, to-wit: to and including the 30th day of June, 1940, 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. 314377, on file in the office of the City Clerk of said City, which said Document No. 314377 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, 1939, to-wit: to and including the 30th day of June, 1940, 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, 1939, to-wit: to and including the 30th day of June, 1940, for the sum of Five and 25/100 Dollars (\$5.25) per lamp per month for each 1000 candle power sodium vapor lamp; the sum of Three and 25/100 Dollars (\$3.25) per lamp per month for each 600 candle power lamp; the sum of Two and 90/100 Dollars (\$2.90) per lamp per month for each 400 candle power lamp; the sum of Two and 45/100 Dollars (\$2.45) 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. 314376. 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 Five and 25/100 Dollars (\$5.25) per lamp per month for each 1000 candle power sodium vapor lamp; the price of Three and 25/100 Dollars (\$3.25) per lamp per month for each 600 candle power lamp; the price

of Two and 90/100 Dollars (\$2.90) per lamp per month for each 400 candle power lamp; the price of Two and 45/100 Dollars (\$2.45) 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. 314377. 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. 314377.

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 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 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 6th day of July, 1939.

(SEAL) ATTEST:

FRED W. SICK,

City Clerk

THE CITY OF SAN DIEGO,

By P.J.BENBOUGH

L.F.WEGGENMAN

ADDISON E. HOUSH

HERBERT E. FISH

HARLEY E. KNOX

ALBERT E. FLOWERS

Members of the Council

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY

By A.E.HOLLOWAY

Vice-President in Charge of Sales

(SEAL) ATTEST:

J.A.CANNON,

Secretary

I HEREBY APPROVE the form of the foregoing Contract this 5th day of July, 1939.

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 5th, 1939.

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 lights for 1939-40. Being Document No. 314580.

FRED W. SICK

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 this 11th day of July, 1939, 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, 1940, unless terminated by the giving of thirty (30) days' written notice by either party.

(SEAL)

APPROVED: F.M. LOCKWOOD
Purchasing Agent.

(Signed) SAN DIEGO HUMANE SOCIETY
By MRS. W. P. B. PRENTICE, President

(Accepted) CITY OF SAN DIEGO
By F.A. RHODES, City Manager.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with S.D. Humane Society for removal of dead animals. Being Document No. 314581.

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 Eight Thousand Six Dollars (\$8006.00), 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

Signed by us and dated this 10th day of July, 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 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. 69102, adopted by the Council of said City on March 28, 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.

Total amount of premium charged, \$80.06.

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

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

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
By A.E. HOLLOWAY, Vice Pres. Principal.

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

STATE OF CALIFORNIA,)
) ss.
County of San Diego,)

On this 10th day of July, 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.

I hereby approve the form of the foregoing Undertaking this 13th day of July, 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. 69605 passed and adopted on the 5th day of July, 1939, require and fix the sum of \$8006.00 as the penal sum of the foregoing Undertaking.

(SEAL)

FRED W. SICK
City Clerk of The City of San Diego.
CONTRACT FOR STREET LIGHTING.

San Diego Lighting District No. 1

THIS AGREEMENT, made and entered into this 7th day of July, 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:

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, 1939, to-wit, to and including June 30, 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 San Diego Lighting District No. 1", filed April 14, 1939, 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-two Thousand Twenty-three and 92/100 Dollars (\$32,023.92) 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-two Thousand Twenty-three and 92/100 Dollars (\$32,023.92) 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 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 Thirty-two Thousand Twenty-three and 92/100 Dollars (\$32,023.92).

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
L.F.WEGGENMAN
ADDISON E. HOUSH
HERBERT E. FISH
HARLEY E. KNOX
ALBERT E. FLOWERS

Members of the Council.

(SEAL) ATTEST:
FRED W. SICK, City Clerk

I hereby approve the form of the foregoing Contract, this 13th day of July, 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 San Diego Lighting District #1. Being Document No. 314621.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willis 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 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 Six Hundred Nine Dollars (\$609.00), 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 July, 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 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 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.

Total amount of premium charged, \$6.09.

(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 Secretary.

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

State of California)
) ss.
County of San Diego.)

On this 10th day of July, 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 Can Diego County,
State of California.

(SEAL)

I hereby approve the form of the foregoing Undertaking this 13th day of July, 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. 69495 passed and adopted on the 13th day of June, 1939, require and fix the sum of \$609.00 as the penal sum of the foregoing Undertaking.

(SEAL)

FRED W. SICK
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 July, 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 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, 1939, to-wit, to and including May 14, 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 Mission Beach Lighting District No. 1", filed March 24, 1939, 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 Four Hundred Eighty-seven and 20/100 Dollars (\$487.20) 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 Nine Hundred Forty-eight and 80/100 Dollars (\$1948.80) 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 "Mission 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 Nine Hundred Forty-eight and 80/100 Dollars (\$1948.80) 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 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 Nine Hundred Forty-eight and 80/100 Dollars (\$1948.80).

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, other than said sum of Four Hundred Eighty-seven and 20/100 Dollars (\$487.20), 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
L.F.WEGGENMAN
ADDISON E. HOUSH
HERBERT E. FISH
HARLEY E. KNOX
ALBERT E. FLOWERS

(SEAL) ATTEST:
FRED W. SICK
City Clerk

Members of the Council

I hereby approve the form of the foregoing Contract, this 13th day of July, 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 Mission Beach Lighting District #1. Being Document No. 314622.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willis 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 10th day of July, 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 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. 69066, adopted by the Council of said City on March 21, 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.

(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-President Surety.

Total amount of premium charged, \$5.00.

STATE OF CALIFORNIA,)
) ss.
County of San Diego.)

On this 10th day of July, 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.

I hereby approve the form of the foregoing Undertaking this 13th day of July, 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. 69496 passed and adopted on the 13th day of June, 1939, require and fix the sum of \$449.00 as the penal sum of the foregoing Undertaking.

(SEAL) FRED W. SICK
City Clerk of The City of San Diego.

CONTRACT FOR STREET LIGHTING.

Loma Portal Lighting District No. 1

THIS AGREEMENT, made and entered into this 7th day of July, 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:

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, 1939, to-wit, to and including June 27, 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 Loma Portal Lighting District No. 1", filed March 31, 1939, 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 (\$1793.40) 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 (\$1793.40) 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 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 Seven Hundred Ninety-three and 40/100 Dollars (\$1793.40).

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 Pres.

THE CITY OF SAN DIEGO.
By P.J.BENBOUGH
L.F.WEGGENMAN
ADDISON E. HOUSH
HERBERT E. FISH
HARLEY E. KNOX
ALBERT E. FLOWERS

(SEAL) ATTEST:
FRED W. SICK City Clerk

Members of the Council.

I hereby approve the form of the foregoing Contract, this 13th day of July, 1939.

D.L.AULT City Attorney.

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 No. 1. Being Document No. 314623.

FRED W. SICK
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 14th day of July, 1939, 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,

W I T N E S S E T H:

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, 1940. 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: F.A.RHODES City Manager

THE CITY OF SAN DIEGO

ALEX M. LESEM M.D.

Director of Public Health

(SEAL) ATTEST:

(MRS.) M.R.LYONS Secretary

SAN DIEGO HUMANE SOCIETY FOR THE PREVENTION
OF CRUELTY TO CHILDREN AND ANIMALS.
MRS. W.P.B. PRENTICE President.

I hereby approve the form of the Foregoing Agreement this 14th day of July, 1939.

D.L.AULT City Attorney

By HARRY S. CLARK Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with S.D.Humane Society for operation of the Pound. Being Document No. 314673.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willey Deputy

A G R E E M E N T

WHEREAS, I A.J.CALLIHAN is the owner of said property Lot 1 and 2 Block 132 Subdivision Mannsen and Schillers 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 July, 1939, by A.J.Callihan that he will, for and in consideration of the permission granted him to remove 61 feet of curbing on 16th St. & Newton 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 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.

A.J.CALLIHAN
3529 Z. Street

STATE OF CALIFORNIA,)
County of San Diego) ss

On this 17th day of July, 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 A.J.Callihan 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 JUL 21 1939 10 min. past 9 A.M. in Book 923 at Page 291 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

I certify that I have correctly transcribed this document in above mentioned book.
ROGER N. HOWE, County Recorder
By Deputy D. COLE
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 A.J.Callihan to City of San Diego. Being Document No. 314689.
FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willis Deputy

A G R E E M E N T

WHEREAS, Albert A. Frost and Jessie T. Frost are, the owners of Lots "G" & "H", Block 91, Lot G & H Block 91 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 curving 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, 1939, by Albert A. Frost & Jessie T. Frost that they will, for and in consideration of the permission granted them to remove 120 feet of curbing on 2nd & 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 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 A. FROST & JESSIE T. FROST
By ALBERT A. FROST
347 West Market St.

STATE OF CALIFORNIA,)
County of San Diego) ss

On this 8th day of July, A.D. Nineteen Hundred and thirty-nine, before me, Helen E. Carr a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Albert A. Frost 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
June 25, 1940

HELEN E. CARR
Notary Public in and for the County of San Diego
State of California.

RECORDED JUL 21 1939 11 min. past 9 A.M. in Book 920 at Page 383 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

I certify that I have correctly transcribed this document in above mentioned book.
ROGER N. HOWE, County Recorder
By Deputy D. COLE
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 Albert A. Frost & Jessie T. Frost to City of San Diego, California. Being Document No. 314764.

FRED W. SICK
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 this 19th day of July, 1939, 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 1939-40;

NOW, THEREFORE, in consideration of the premises, and of the matters and things herein-after mentioned, the parties hereto agree together as follows:

The City agrees to pay to the Government during the fiscal year 1939-40 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 1939-40, which said fiscal year begins July 1, 1939, 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 F.A.RHODES City Manager
UNITED STATES FOREST SERVICE
By N.J.FARRELL Acting Forest Supervisor

I HEREBY APPROVE the form of the foregoing Agreement, this 14 day of July, 1939.
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 U.S.Forest Service for Fire Guard in vicinity of El Capitan Dam. Being Document No. 314792.

FRED W. SICK
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 20th day of July, 1939, 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, 1939, and ending June 30, 1940, 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 to so 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. 69683 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 F.A.RHODES City Manager.

CARL WILSON Party of the Second Part.

I hereby approve the form of the foregoing agreement this 20th day of July, 1939.
D.L.AULT
City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement for services of Dr. Carl Wilson as Consulting Technologist. Being Document No. 314793.
FRED W. SICK
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 first day of July, 1939, 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, 1939, and ending June 30, 1940; 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, 1939, and ending June 30, 1940, 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, 1939.

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 C.F.ATKINSON President.

ATTEST:
THOS. H. TULLOCH Secretary.

GEO. S. BUCK Party of 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 actually in the Treasury, together with the moneys

anticipated to come into the Treasury, to the credit of said appropriation, are otherwsieunen-
cumbered.
Dated July 11, 1939.
G.F.WATERBURY
Auditor and Comptroller of the City of San Diego, California.
To be paid out of Series K.A. a/c 239

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Agreement for services of George B. Buck. Being Document No. 314814.
FRED W. SICK
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 CAMPBELL CHEVROLET COMPANY, a co-partnership, 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
Four hundred fourteen Dollars (\$414.00), 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 it-
self, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 18th day of July, 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 two (2) one and one-half ton flat bedtrucks with cabs; 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.

CAMPBELL CHEVROLET COMPANY Principal.
K W STOTT Secretary & Treasurer

MARYLAND CASUALTY COMPANY Surety
By F.F.EDELEN
(F.F.Edelen) Its Attorney-in-Fact. (SEAL)

STATE OF CALIFORNIA)
County of San Diego) ss.

On this 18th day of July, 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, person-
ally 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 21st day of July, 1939.
D.L.AULT

City Attorney
I hereby approve the foregoing Bond this 22nd day of July, 1939.
F.A.RHODES
City Manager

CAMPBELL CHEVROLET Co-partnership properly recorded D.L.A.
San Diego, California

Extract from Articles of Partnership of the Campbell Chevrolet Co.
"FIFTH: For convenience in the transaction of business, there shall be selected from
among the partners, on or before the beginning of each year of the term of the partnership, a
President, one or more Vice Presidents, a Secretary and an Assistant Secretary, a Treasurer and
an Assistant Treasurer of the partnership. These officers shall perform those duties which are
usually associated with like officers of a corporation carrying on a similar business. The
partners may appoint a Manager or Managers and may elect an Executive Committee to have such
duties and powers as the partners may, from time to time determine."

Extract from Minutes of meeting of the Partners of the Campbell Chevrolet Company, held
on December 19th, 1938. "Upon motion duly made, seconded and passed, the following
Officers were re-elected to serve for the ensuing year and until their successors were elected:
President - H.H.Jones Vice President - M.B.Fowler Secretary and Treasurer - K.W.Stott
Vide President - W.A.Folcke Vice President - R.B.Campbell General Manager - R.B.Campbell
Assistant Secretary - M.B.Fowler Assistant Treasurer - M.B.Fowler"

CERTIFIED TRUE AND CORRECT COPIES.

(SEAL) K.W.STOTT
K.W.STOTT.
Subscribed and Sworn to before me this 21st day of July 1939.
I.C.ORR

My Commission Expires Notary Public in and for the County of San Diego
Nov. 3, 1941. 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 21st day of July, 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 Campbell Chevrolet Company, a co-partnership, 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:

Two (2) one and one-half ton flat bed trucks with cabs; in accordance with the specifi-
cations therefor contained in Document No. 314263, on file in the office of the City Clerk of
said City.

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 six hundred fifty-two and 24/100 dollars (\$1,652.24). Said price includes the California State Sales Tax.

Said contractor agrees to begin delivery of said material within 21 days from and after the date of the execution of this contract, and to complete said delivery on or before the 10 day of August, 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 six hundred fifty-two and 24/100 dollars (\$1,652.24); 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. _____ 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 affixed, by its proper officers, thereunto duly authorized, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO.

By F.A. RHODES,

City Manager

CAMPBELL CHEVROLET COMPANY

K.W. STOTT

Contractor

Secretary & Treasurer

ATTEST:

I hereby approve the form of the foregoing contract, this 21st day of July, 1939.

D.L. AULT

City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract for 2 trucks from Campbell Chevrolet Co. Being Document No. 314874.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Wilby Deputy

KNOW ALL MEN BY THESE PRESENTS, That we, UNION-TRIBUNE PUBLISHING CO., of The City of San Diego, California, as Principal, and The Fidelity and Casualty 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 One Thousand Dollars (\$1000.00), 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, 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 22nd day of July, 1939.

The Condition of the above and foregoing obligation is such, that whereas, the said principal on the 22nd day of July, 1939, entered into the annexed contract with said The City of San Diego, to do all the advertising of said City for the years beginning on the 1st day of August, 1939, and ending on the 31st day of July, 1941, in its daily newspaper, which is called The San Diego Union, in accordance with and at the contract price set forth in the said annexed 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 and surety have caused these presents to be executed, and their corporate names and seals to be hereunto affixed, by their proper officers, thereunto duly authorized, the day and year first hereinabove written.

UNION-TRIBUNE PUBLISHING CO. Principal

By A.K. WHYTE

ATTEST:

L.C. RIDEOUT Asst Secty

THE FIDELITY AND CASUALTY COMPANY OF NEW YORK

By DONALD B. GOLDSMITH

Surety. (SEAL)

(Donald B. Goldsmith) Attorney

(SEAL) ATTEST:

BILDA C. FATLAND

STATE OF CALIFORNIA)

) ss.

County of San Diego)

On this 22nd day of July in the year One Thousand Nine Hundred and Thirty-nine 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 DONALD B. GOLDSMITH 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
March 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 26th day of July, 1939.

D.L.AULT City Attorney.

By H.B.DANIEL Assistant City Attorney.

I hereby approve the foregoing bond this 27th day of July, 1939.

F.A.RHODES

City Manager.

C O N T R A C T

THIS AGREEMENT, made and entered into this 22d day of July, A.D. 1939, by and between UNION-TRIBUNE PUBLISHING CO., a corporation, of The City of San Diego, California, the party of the first part, and hereinafter in this contract designated as the Company, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, party of the second part, and hereinafter in this contract designated as the City, WITNESSETH:

That the said Company will, and does hereby undertake to and with the said City, for and in consideration of the covenants and agreements hereinafter contained on the part of said City to be performed, to do all the advertising of said City, for the years beginning with the first day of August, 1939, and ending with the 31st day of July, 1941, in its daily newspaper, which is called THE SAN DIEGO UNION, for the following prices:

For each column inch, set solid, at least twelve ems wide:

One (1) time, ninety cents (90¢) per column inch

Two (2) times, eighty-five cents (85¢) per column inch per insertion.

Five (5) times, seventy cents (70¢) per column inch per insertion.

Ten (10) times, sixty-five cents (65¢) per column inch per insertion.

More than ten (10) times, fifty-five cents (55¢) per column inch per insertion.

Measurements to be figured per column inch, six point type, set solid, at least twelve ems wide. Unusual head lines and other artifices to increase space will not be allowed.

Said Company agrees to furnish to any department head of the City submitting copy for any official advertisement galley proofs in duplicate, and such supplemental revised proofs as may be found necessary. The cost of messenger service in connection with the submission of copy and the furnishing and returning of proofs shall be borne by the said Company.

Said Company shall also furnish to said City affidavits of publication of any official advertisement, said affidavits to be made by the person who, under the law, is authorized to make the same, without any additional cost to the said City. The affidavits above mentioned may be sworn to before the City Clerk, without cost to the Company.

Said Company also agrees, upon request from the City Clerk, to furnish, without charge, twelve-five (25) or more copies, but not to exceed two hundred (200) copies, of any ordinance which may be published under this contract, said copies to be on sheets of good paper, better than newsprint, approximately 6 x 9 inches in size.

Said Company shall furnish to the City, through the City Clerk's office, free of charge, on each day of publication, twenty-five (25) copies of The San Diego Union, to serve the departments interested, for clipping copies of official notices.

The official advertising hereunder shall be in accordance with Section 113 of the City Charter of The City of San Diego.

That for and in consideration of the covenants and agreements hereinbefore contained on the part of the said Company, and the due and faithful performance of this contract by the said Company, in the manner and form as herein provided, the City will pay for said advertising the rates above specified, in warrants of the said City duly and properly drawn, and such payments shall be made monthly for so much of the City's advertising as shall have been at that time fully completed.

It is further understood and agreed that this contract gives to the said Company the right to do all of the advertising of said City, from the first day of August, 1939, to and including the 31st day of July, 1941.

It is further agreed that should any advertising be unfinished on the 31st day of July, 1941, the same shall be finished and completed by the said Company in its newspaper at and for the rates hereinbefore set forth.

IN WITNESS WHEREOF, the said Company has caused these presents to be executed by its Publisher, and the execution thereof to be attested by its Asst Secty., thereunto duly authorized, and the said City of San Diego has caused these presents to be executed by its City Manager, in pursuance of the authorization of Resolution No. 69684, the day and year first hereinabove written.

ATTEST: L.C.RIDEOUT Asst Secty

UNION-TRIBUNE PUBLISHING CO.
By A.K.WHYTE Publisher

THE CITY OF SAN DIEGO
By F.A.RHODES City Manager

I hereby approve the form of the foregoing contract, this 26th day of July, 1939.

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 for Official Advertising with S.D.Union. Being Document No. 314902.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willy Deputy

KNOW ALL MEN BY THESE PRESENTS, That CITY CHEVROLET CO., 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 Five hundred twenty-six Dollars (\$526.00), 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 July, 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 One (1) four-door 1939 Chevrolet Mst. "85" Spt. Sedan; One (1) 1939 Chevrolet Sedan Delivery Car; One (1) 1939 Chevrolet one-half ton pickup truck; 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:
N.F.BUSKIRK

CITY CHEVROLET CO. Principal.
N A MORGAN Pres.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
Surety
By DONALD C BURNHAM Attorney-in-Fact
By M.H.ARNOLD Agent (SEAL)

STATE OF CALIFORNIA,)
County of San Diego) ss:

On this 24th day of July, 1939, before me, FLORENCE E. ANDERSON, a Notary Public, in and for the County and State aforesaid, duly commissioned and sworn, personally appeared Donald C. Burnham and M.H.Arnold 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)
My Commission Expires
December 14, 1941

FLORENCE E. ANDERSON
Notary Public in and for the State of California
County of San Diego.

I hereby approve the form of the within Bond, this 25th day of July, 1939.

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

I hereby approve the foregoing Bond this 28th day of July, 1939.

F.A.RHODES
City Manager.

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 25th day of July, 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 CITY CHEVROLET CO., 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:

- One (1) four-door 1939 Chevrolet Mst. "85" Spt. Sedan;
- One (1) 1939 Chevrolet Sedan Delivery Car;
- One (1) 1939 Chevrolet one-half ton pickup truck;

in accordance with the specifications therefor contained in Document No. 314263, on file in the office of the City Clerk of said City.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

Two thousand one hundred twelve and 35/100 dollars (\$2,112.35). Said price includes the California State Sales Tax.

Said contractor agrees to begin delivery of said material within ten days from and after the date of the execution of this contract, and to complete said delivery on or before the 5th day of August, 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 two thousand one hundred twelve and 35/100 dollars (\$2,112.35). 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. _____ 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 affixed, by its proper officers, thereunto duly authorized, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO.
By F.A.RHODES
City Manager.

(SEAL) ATTEST:
N.F.BUSKIRK

CITY CHEVROLET CO.
N.W.MORGAN

Pres.

I hereby approve the form of the foregoing contract, this 25th day of July, 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 City Chevrolet Co. for automotive equipment. Being Document No. 314905.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willyg Deputy

AGREEMENT.

THIS AGREEMENT, made and entered into this 25th day of July, 1939, 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. 69703 duly adopted by the Council of The City of San Diego on July 25th, 1939, 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 1939-40 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, 1940, 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, 1939; and on the first day of March, 1940; and on the first day of June, 1940.

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. 69703, 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 F.A. RHODES,

City Manager

WALTER W. COOPER Party of the Second Part.

I hereby approve the form of the foregoing Agreement this 25th day of July, 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 Walter W. Cooper. Being Document No. 314906.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willyg Deputy

CONTRACT

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 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. 1604 (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 herein-after recited, the parties hereto agree as follows:

That beginning July 1, 1939, second party will faithfully perform the services and duties of District Water Bill Collector at 30th & University Ave. (1st National Bank), as the same are hereinabove described, at the rate of Fifty and 00/100 Dollars (\$50.00) 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: Fifty and 00/100 Dollars (\$50.00) 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 July 1, 1939 and ending June 30, 1940.

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 F.A.RHODES
City Manager
HAROLD M. ROYLE
Second Party

I HEREBY APPROVE the form of the foregoing Contract this 14th day of July, 1939.
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 for services of Harold M. Royle as District Water Bill Collector. Being Document No. 314955.

FRED W. SICK
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, 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. 1604 (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 herein-after recited, the parties hereto agree as follows:

That beginning July 1, 1939, second party will faithfully perform the services and duties of District Water Bill Collector at 5th Avenue & University Ave. (Security Tr.), as the same are hereinabove described, at the rate of Fifty and 00/100 Dollars (\$50.00) 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: Fifty and 00/100 Dollars (\$50.00) 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 July 1, 1939 and ending June 30, 1940.

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 F.A.RHODES
City Manager
S.B.SMITH
Second Party

I HEREBY APPROVE the form of the foregoing Contract this 14th day of July, 1939.
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 for services of S.B.Smith as District Water Bill Collector. Being Document No. 314956.

FRED W. SICK
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, 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. 1604 (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 herein-after recited, the parties hereto agree as follows:

That beginning July 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 Ten and 00/100 Dollars (\$10.00) 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: Ten and 00/100 Dollars (\$10.00) 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 July 1, 1939 and ending June 30, 1940.

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 F.A.RHODES

City Manager

MAUDE WILTSE

Second Party

I HEREBY APPROVE the form of the foregoing Contract this 14th day of July, 1939.

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 for services of Maude Wiltse as District Water Bill Collector. Being Document No. 314957.

FRED W. SICK

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, 1939, 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 1604 (New Series) of the ordinance 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 herein-after recited, the parties hereto agree together as follows:

That beginning July 1, 1939, 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, 1939, and ending June 30, 1940.

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
F.A. RHODES,
City Manager
ROYAL A. BROWN
Second Party

I hereby approve the form of the foregoing contract this 26th day of July, 1939
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 for services of Royal A. Brown as Organist. Being Document No. 314958.
FRED W. SICK

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 July, 1939, 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. 1604 (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 herein-after recited, the parties hereto agree together as follows:

That beginning July 1, 1939, 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, 1939 and ending June 30, 1940.

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
F.A. RHODES
City Manager
JOHN DAVIDSON
Second Party

I hereby approve the form of the foregoing contract, this 26th day of July, 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 for services of John Davidson as Curator Junipero Serra Museum. Being Document No. 314959.
FRED W. SICK

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 July, 1939, 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 1604 (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 herein-after recited, the parties hereto agree together as follows:

That beginning July 1, 1939 and ending June 30, 1940, 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, 1939 and ending June 30, 1940.

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
F.A.RHODES City Manager

EDWARD L. HARDY

Second Party

I HEREBY APPROVE the form of the foregoing contract, this 25 day of July 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 for services of Edward L. Hardy as Director of San Diego Museum. Being Document No. 314960.

FRED W. SICK
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, 1939, 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. 1604 (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 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 conduct lecture tours through the museum; to keep museum attendance records; to report to the director and curators any conditions of exhibits that may require attention, to make regular rounds of inspection of all exhibit rooms and galleries. 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 herein-after recited, the parties hereto agree together as follows:

That beginning July 1, 1939, 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, 1939 and ending June 30, 1940.

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
F.A.RHODES City Manager

WILLIAM E. PATE Second Party

I hereby approve the form of the foregoing contract, this 24 day of July, 1939.

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 for services of W.E.Pate as Archaeologist of San Diego Museum. Being Document No. 314961.

FRED W. SICK

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, 1939, 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. 1604 (New Series) of the ordinance 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 herein-after recited, the parties hereto agree together as follows:

That beginning July 1, 1939 and ending June 30, 1940, 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, 1939 and ending June 30, 1940.

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
F.A.RHODES City Manager

MALCOLM J. ROGERS Second Party

I hereby approve the form of the foregoing contract, this 24 day of July, 1939.

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 for services of Malcolm J. Rogers as Curator of Anthropology, San Diego Museum. Being Document No. 314962.

FRED W. SICK

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, 1939, 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. 1604 (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 herein-after recited, the parties hereto agree together as follows:

That beginning July 1, 1939, 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, 1939, and ending June 30, 1940.

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
F.A.RHODES City Manager

EDWIN A. SPENCER Second Party

I hereby approve the form of the foregoing contract, this 26 day of July, 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 for services of Edwin A. Spencer as Organ Tuner. Being Document No. 314963.

FRED W. SICK

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 July, 1939, 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. 1604 (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 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 herein-after recited, the parties hereto agree as follows:

That beginning July 1, 1939, second party will faithfully perform the services and duties of Bacteriologist in the Dept. of Public Health of The City of San Diego, as the same are hereinabove described, at the rate of Four Hundred and Eighty and 00/100 Dollars (\$480.00) 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: Four Hundred Eighty and 00/100 Dollars (\$480.00) 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 July 1, 1939 and ending June 30, 1940.

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 F.A.RHODES City Manager

H.A.THOMPSON

Second Party

I HEREBY APPROVE the form of the foregoing Contract this 17th day of July, 1939.

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 for services of Dr. Harold A. Thompson as Bacteriologist. Being Document No. 314964.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Wilby Deputy

C O N T R A C T

THIS AGREEMENT, made and entered into this 1st day of July, 1939, by and between THE CITY OF SAN DIEGO, acting by and through the City Manager, party of the first part, and W.A.KEARNS, party of the second part, WITNESSETH:

WHEREAS, W.A.KEARNS is regularly employed by The City of San Diego as Superintendent of Playgrounds and Recreation on a half-time basis at a definite compensation therefor; and

WHEREAS, the City desires during the months of July and August, 1939, to secure the services of the said W.A.Kearns to supervise the recreational and playground activities of the City on a full-time basis; and

WHEREAS, the said party of the second part is willing and able to undertake said additional services;

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

The party of the first part hereby retains and employs the party of the second part to devote his full time and services to direct and supervise the recreational and playground activities of the City during the months of July and August, 1939, at and for the agreed compensation for said additional services to be performed by the party of the second part of One Hundred Sixty-two and 50/100 Dollars (\$162.50) per month, payable in equal semi-monthly installments, at the times when the regular City semi-monthly payrolls are paid.

The party of the second part hereby agrees to accept said employment and to devote during the months of July and August, 1939, his entire time to the performance of the duties of directing and supervising the recreational and playground activities of The City of San Diego.

It is understood and agreed that the compensation herein provided is in addition to the regular monthly compensation received by the party of the second part under his regular employment with the City for half-time services as Superintendent of Playgrounds and Recreation.

IN WITNESS WHEREOF, this Agreement is executed by The City of San Diego, acting by and through the City Manager of said City, thereunto duly authorized, and the party of the second part has hereunto subscribed his name, this _____ day of

THE CITY OF SAN DIEGO

Party of the First Part

By F.A.RHODES, City Manager

W.A.KEARNS

Party of the Second Part

The foregoing Agreement is hereby approved this _____ day of July, 1939.

CIVIL SERVICE COMMISSION

By RUSSEL G. BAILEY,

Secretary

I hereby approve the form of the foregoing Agreement this 13th day of July, 1939.

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 Contract for services of W.A.Kearns as Superintendent of Playgrounds and Recreation. Being Document No. 314965.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willig Deputy

L E A S E

THIS INDENTURE OF LEASE, made and entered into this 14th day of July, 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 called the City, and NATIONAL IRON WORKS, 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 1604.03 feet northwesterly from Bulkhead Station #183; thence north 70°50' east a distance of 548.39 feet to the true point or place of beginning; thence continuing north 70°50' east a distance of 377.27 feet to the point of beginning of a 100 foot radius curve concave to the south; thence easterly along the arc of said curve an arc distance of 91.19 feet to a point; thence south 56°55' east tangent to said curve a distance of 184.04 feet to the point of beginning of a curve concave to the south having a radius of 2654.93 feet; thence southeasterly along the arc of said curve an arc distance of 47.88 feet to a point of compound curve concave to the west and having a radius of 29.77 feet, the center of which bears south 34°07' west; thence southeasterly along the arc of said curve an arc distance of 65.84 feet; thence tangent to said curve south 70°50' west a distance of 574.10 feet to a point; thence at right angles north 19°10' west a distance of 270 feet to the true point or place of beginning, containing 142,100 square feet of tideland area.

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 1st day of August, 1939, and ending on the 31st day of July, 1964, unless sooner terminated as herein provided, at the following rentals:

A sum of money equal to one cent (1¢) per square foot per year, for the first five-year portion of said term;

A sum of money equal to one and one-half cents (1-1/2¢) per square foot per year, for the next ten-year portion of said term; and

A sum of money equal to two and one-half cents (2-1/2¢) per square foot per year, for the last ten-year portion of said term.

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 construction and maintenance thereof of a structural steel fabricating shop, machine shop, pattern shop, foundry, and general metal manufacturing, general contracting business, and the doing of things incidental thereto, including the selling of the lessee's own products and the selling at wholesale of other steel and metal products and allied merchandise and heating equipment; provided, however, that the lessee shall not handle or sell upon said premises plumbing material or fixtures, nails, tools, or miscellaneous hardware.

(2) 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.

(3) That upon the expiration of the term of this lease, or upon the sooner termination thereof, as herein provided, said lessee shall have the right and shall be required to remove from said premises 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.

(5) That said City reserves the right to lay water or sewer pipes across said premises, and to make such other improvements for the development of the facilities of the Bay of San Diego for the purpose of navigation, 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 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.

(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 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 at fault, then and in that event this lease shall terminate, and said lessee shall have no further rights hereunder, and 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.

(7) 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.

(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.

This instrument is executed in duplicate, both of which shall be deemed originals.

THE CITY OF SAN DIEGO

Lessor.

By R.H.VANDEMAN

EMIL KLICKA

Members of the Harbor Commission of
The City of San Diego.

NATIONAL IRON WORKS

Lessee.

By P.H.DAVENPORT, Pres.

ATTEST:

Harold G. Smith,
Sec.

I hereby approve the form of the foregoing Lease, this 16 day of June, 1939.

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 National Iron Works. Being Document No. 314772.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Wallig Deputy

A G R E E M E N T

WHEREAS, Frances Burger Torbert is the owner of a residence on Lot 7 Block 152 Subdivision Middletown, City of San Diego, 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 15th day of July, 1939, by Frances Burger Torbert that she will, for and in consideration of the permission granted her to remove 15 feet of curbing on Union 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 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.

FRANCES BURGER TORBERT Owner's Name
present - 3344 Fourth St. Address

STATE OF CALIFORNIA,)
County of San Diego) ss

On this 15 day of July, A.D. Nineteen Hundred and 39, before me, Alice H. Merritt a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Frances Burger Torbert 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)

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

RECORDED AUG 3 1939 31 min. past 2 P.M. in Book 917 at Page 362 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 Curb Cutting Agreement from Frances Burger Torbert to City of San Diego. Being Document No. 314873.

FRED W. SICK
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 July, 1939, by and between the City of San Diego, a municipal corporation, acting through the City Manager of said City, first party, and George F. Adams a resident of The City of San Diego, second party, WITNESSETH:

THAT WHEREAS, by Ordinance No. 1604 (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 herein-after recited, the parties hereto agree as follows:

That beginning July 1, 1939, second party will faithfully perform the services and duties of District Water Bill Collector at 5th & E Streets (Security Tr. & Svgs. Bank), as the same are hereinabove described, at the rate of Forty and 00/100 Dollars (\$40.00) 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: Forty and 00/100 Dollars (\$40.00) 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 July 1, 1939 and ending June 30, 1940.

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 F.A. Rhodes, City Manager

GEORGE F. ADAMS

Second Party

I HEREBY APPROVE the form of the foregoing Contract this 26 day of July, 1939.

H.B. DANIEL Asst. City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract for services of George F. Adams as District Water Bill Collector. Being Document No. 314966.

FRED W. SICK
City Clerk of the City of San Diego, California

By _____ Deputy

C O N T R A C T

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 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. 1604 (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 herein-after recited, the parties hereto agree as follows:

That beginning July 1, 1939, second party will faithfully perform the services and duties of District Water Bill Collector at 6th Ave. & Broadway (S.D. Trust & Svgs. Bank,) as the same are hereinabove described, at the rate of Fifty and 00/100 Dollars (\$50.00) 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: Fifty and 00/100 Dollars (\$50.00) 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 July 1, 1939 and ending June 30, 1940.

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 F.A. RHODES City Manager

PHILIP D. ALLEN Second Party

I HEREBY APPROVE the form of the foregoing Contract this 14th day of July, 1939.

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 for services of Philip D. Allen as District Water Bill Collector. Being Document No. 314967.

FRED W. SICK
City Clerk of the City of San Diego, California

By Robert M. Walling Deputy

C O N T R A C T

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 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. 1604 (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 July 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 00/100 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 00/100 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 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 July 1, 1939 and ending June 30, 1940.

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 F.A.RHODES,
City Manager
FLORENCE E. COOKE
Second Party

I HEREBY APPROVE the form of the foregoing Contract this 14th day of July, 1939.

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 for Services of Florence Cooke as District Water Bill Collector. Being Document No. 314968.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willeg Deputy

CONTRACT OF EMPLOYMENT

THIS CONTRACT OF EMPLOYMENT, made and entered into this 28th day of July, 1939, by and between The City of San Diego, a municipal corporation, acting through the City Manager of said City, first party, and Watson W. Culver a resident of The City of San Diego, second party, WITNESSETH:

THAT WHEREAS, by Ordinance No. 1604 (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 Aug. 1, 1939, second party will faithfully perform the services and duties of District Water Bill Collector at Hillcrest Branch Bank of America as the same are hereinabove described, at the rate of Ten and 00/100 Dollars (\$10.00) 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: Ten and 00/100 Dollars (\$10.00) 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 Aug. 1, 1939 and ending June 30, 1940.

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 F.A.RHODES,
City Manager
WATSON W. CULVER
Second Party

I HEREBY APPROVE the form of the foregoing Contract this 28th day of July, 1939.

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 services of Watson W. Culver as District Water Bill Collector. Being Document No. 314969.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willeg Deputy

CONTRACT OF EMPLOYMENT

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 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. 1604 (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 herein-after recited, the parties hereto agree as follows:

That beginning July 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 Ten and 00/100 Dollars (\$10.00) 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: Ten and 00/100 Dollars (\$10.00) 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 July 1, 1939, and ending June 30, 1940.

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 F.A.RHODES

City Manager

S.W.DUNAWAY

Second Party

I HEREBY APPROVE the form of the foregoing Contract this 14th day of July, 1939.

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 for Services of S.W.Dunaway as District Water Bill Collector. Being Document No. 314970.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willig Deputy

CONTRACT OF EMPLOYMENT

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 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. 1604 (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 herein-after recited, the parties hereto agree as follows:

That beginning July 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 Ten and 00/100 Dollars (\$10.00) 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: Ten and 00/100 Dollars (\$10.00) 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 July 1, 1939, and ending June 30, 1940.

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 F.A.RHODES City Manager
I.L.ENO

Second Party

I HEREBY APPROVE the form of the foregoing Contract this 14th day of July, 1939.

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 for Services of I.L.Eno as District Water Bill Collector. Being Document No. 314971.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willig Deputy

CONTRACT OF EMPLOYMENT

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 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. 1604 (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 herein-after recited, the parties hereto agree as follows:

That beginning July 1, 1939, second party will faithfully perform the services and duties of District Water Bill Collector at 6th Avenue & Broadway (Bank of America), 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. \$100.00

(Change O.K.

F.J.L.

W.C.F.)

In consideration of the faithful performance of such services the City agrees to pay the said rate of compensation, to-wit: One Hundred ten and 00/100 Dollars (\$110.00) (D.K. F.M.L. W.C.F.) 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 July 1, 1939 and ending June 30, 1940.

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 F.A.RHODES City Manager

WILBUR C. FOOTE

Second Party

I HEREBY APPROVE the form of the foregoing Contract this 26 day of July, 1939.

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 for services of Wilbur C. Foote as District Water Bill Collector. Being Document No. 314972.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willig Deputy

CONTRACT OF EMPLOYMENT

This Contract of Employment, made and entered into this 1st day of July, 1939, by and between The City of San Diego, a municipal corporation, acting through the City Manager of said City, first party, and Gerald G. Geddes a resident of The City of San Diego, second party, WITNESSETH:

THAT WHEREAS, by Ordinance No. 1604 (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 herein-after recited, the parties hereto agree as follows:

That beginning July 1, 1939, second party will faithfully perform the services and duties of District Water Bill Collector at 5th & Broadway (First National Bank), as the same are hereinabove described, at the rate of Forty and 00/100 Dollars (\$40.00) 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: Forty and 00/100 Dollars (\$40.00) 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 July 1, 1939, and ending June 30, 1940.

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 F.A. RHODES.

City Manager

GERALD G. GEDDES

Second Party

I HEREBY APPROVE the form of the foregoing Contract this 26 day of July, 1939.

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 for services of Gerald G. Geddes as District Water Bill Collector. Being Document No. 314973.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Wallig Deputy

CONTRACT OF EMPLOYMENT

THIS CONTRACT OF EMPLOYMENT, made and entered into this 28th day of July, 1939, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City Manager of said City, first party, and ROBERT E. HUNT a resident of The City of San Diego, second party, WITNESSETH:

THAT WHEREAS, by Ordinance No. 1604 (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 herein-after recited, the parties hereto agree as follows:

That beginning Aug. 1, 1939, second party will faithfully perform the services and duties of District Water Bill Collector at the North Park Branch of Bank of America - 29th & University as the same are hereinabove described, at the rate of Fifteen and 00/100 Dollars (\$15.00) 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: Fifteen and 00/100 Dollars (\$15.00) 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 Aug. 1, 1939 and ending June 30, 1940.

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 F.A. RHODES, City Manager
ROBERT E. HUNT

Second Party

I HEREBY APPROVE THE form of the foregoing Contract this 28th day of July, 1939.

D.L. AULT City Attorney

By HARRY S. CLARK

Assistant City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract for Services of Robert E. Hunt as District Water Bill Collector. Being Document No. 314974.

FRED W. SICK
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 July, 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. 1604 (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 herein-after recited, the parties hereto agree as follows:

That beginning July 1, 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 and 00/100 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 and 00/100 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 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 July 1, 1939, and ending June 30, 1940.

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 F.A. RHODES City Manager
FRANK KIMBALL Second Party

I HEREBY APPROVE the form of the foregoing Contract this 14th day of July, 1939.

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 for Services of Frank Kimball as District Water Bill Collector. Being Document No. 314975.

FRED W. SICK
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 July, 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. 1604 (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 herein-after recited, the parties hereto agree as follows:

That beginning July 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 Ten and 00/100 Dollars (\$10.00) 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: Ten and 00/100 Dollars (\$10.00) 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 July 1, 1939 and ending June 30, 1940.

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 F.A.RHODES

City Manager
MRS. BELLE MORGAN

Second Party

I HEREBY APPROVE the form of the foregoing Contract this 28th day of July, 1939.

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 services of Mrs. Belle Morgan as District Water Bill Collector. Being Document No. 314976.

FRED W. SICK

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, 1939, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City Manager of said City, first party, and E.J.PARKER a resident of The City of San Diego, second party, WITNESSETH:

THAT WHEREAS, by Ordinance No. 1604 (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 herein-after recited, the parties hereto agree as follows:

That beginning July 1, 1939, second party will faithfully perform the services and duties of District Water Bill Collector at Sampson & Logan Avenue, as the same are hereinabove described, at the rate of Thirty-five and 00/100 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 00/100 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 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 July 1, 1939 and ending June 30, 1940.

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 F.A.RHODES City Manager

ERNEST J. PARKER

Second Party

I HEREBY APPROVE the form of the foregoing Contract this 14th day of July, 1939.

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 for services of E.J.Parker as District Water Bill Collector. Being Document No. 314977.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willig Deputy

A G R E E M E N T

WHEREAS, H. C. Fenn are, is the owner of Lot 5 & 6 Block 234 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 29th day of July, 1939, by H. C. Fenn that he will, for and in consideration of the permission granted him to remove 60 feet of curbing on Pacific Boulevard 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 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 H.C.Fenn, 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.C.FENN
4005 PACIFIC BLV'D.

STATE OF CALIFORNIA,)
) ss
County of San Diego)

On this 29th day of July, A.D.Nineteen Hundred and thirty-nine, before me, Lela I. Stillman a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared H.C.Fenn 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
April 17, 1940.

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

RECORDED AUG 3 1939 31 min. past 2 P.M. in Book 917 at Page 363 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 H.C.Fenn to City of San Diego. Being Document No. 315026.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Wallig 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 14th day of June, in the year one thousand nine hundred and thirty-nine, by and between THE CITY OF SAN DIEGO, whose address is San Diego, California, acting by and through the City Manager of said City, hereinafter called the lessor, and the UNITED STATES OF AMERICA, acting by and through the Secretary of Agriculture, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

The lessor hereby leases to the Government the following described premises, viz:

Those portions of Pueblo Lots 1330 and 1326 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 northerly line of said Pueblo Lot 1330 distant thereon 89.12 feet south 89°36'55" east from the northwesterly corner of said Pueblo Lot 1330; thence south 10°00'40" east a distance of 471.52 feet to the TRUE POINT OF BEGINNING; thence continuing south 10°00'40" east a distance of 1649.92 feet to a point; thence south 10° 02' 40" east a distance of 462.12 feet to a point on the northerly line of said Pueblo Lot 1326 distant thereon 555.43 feet south 89° 37' 40" east from the northwesterly corner of said Pueblo Lot 1326; thence continuing south 10° 02' 40" east a distance of 451.27 feet to a point; thence north 71° 39' 20" east a distance of 635.51 feet to a point; thence north 35° 09' 20" east a distance of 625.53 feet to a point; thence south 72° 36' 40" east a distance of 269.93 feet to a point; thence north 28° 21' 20" east a distance of 546.92 feet to a point; thence north 28° 25' 40" west a distance of 168.55 feet to a point; thence north 89° 21' 40" west a distance of 291.00 feet to a point; thence north 0° 38' 20" east a distance of 674.40 feet to a point; thence north 58° 34' 40" west a distance of 1115.97 feet to a point; thence north 89° 34' 40" west a distance of 610.78 feet to the true point or place of beginning, containing 67.19 acres.

TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on the first day of July, 1939, and ending with the thirtieth(F.A.R.) day of June, 1940.

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 to any one other than the Government, and the agencies and servants of the Government.

This lease may at the option of the Government be renewed from year to year at a rental of one dollar (\$1.00) per annum, and otherwise upon the terms and conditions herein specified, provided notice be given in writing to the lessor at least one month before this lease or any renewal thereof would otherwise expire; provided that no renewal thereof shall extend the period of occupancy of the premises beyond the 30th day of June, 1954; provided, further, that notice shall be computed from date of mailing.

The Government shall have the right during the existence of this lease to erect structures, additions or signs, and to make alterations and attach fixtures thereto, in or upon the premises hereby leased, which structures, additions, fixtures and signs so placed in or upon or attached to the said premises shall be and remain the property of the Government, and may be removed therefrom by the Government prior to the termination of this lease, and the Government, if required by the lessor, shall, before the expiration of this lease or renewal thereof restore the premises to the same condition as that existing at the time of entering upon the same under

this lease, reasonable and ordinary wear and tear and damages by the elements or by circumstances over which the Government has no control excepted; provided, however, that if the lessor requires such restoration the lessor shall give written notice thereof to the Government thirty (30) days before the termination of the lease.

Any and all fixtures, additions, structures and signs placed by the Government in or upon the aforesaid premises during the occupancy thereof under a former lease may be removed by it at any time during the tenancy hereby created, in accordance with the provisions of the lease under which they were made or installed.

The premises hereby leased shall be used exclusively by the Government, its agents or employees, for the purposes of carrying on horticultural and agricultural experiments, together with activities necessary, convenient or incidental thereto; and in the event the said leased premises shall not be used for said purposes, or shall be used for any other purposes, then and in that event the lessor shall upon thirty (30) days' notice in writing given to the Government have the right to terminate this lease and all rights and privileges granted hereunder.

The Government shall pay the lessor for the premises rent at the following rate: One Dollar (\$1.00) per annum, payable from the appropriation "Salaries and Expenses, Bureau of Plant Industry, 1939, Fruit and Vegetable Crops and Diseases," or any other available appropriation. Payment shall be made at the end of each year.

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. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the lease be for the general benefit of such corporation or company.

IN WITNESS WHEREOF, The City of San Diego has caused this lease to be executed by its City Manager, hereunto duly authorized by Ordinance No. 1586 (New Series) of the ordinances of said City, and the Government has caused this lease to be executed on behalf of the United States of America by its undersigned duly authorized official, the day and year first hereinabove written.

THE CITY OF SAN DIEGO

Lessor.

By F.A.RHODES City Manager.

THE UNITED STATES OF AMERICA

(SEAL)

By ARTHUR B. THATCHER

JUL 8 1939

For the Secretary of Agriculture.

I hereby approve the form of the foregoing Lease this 8th day of June, 1939.

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 United States of America covering Experimental Station on portion of P.L.1330 & 1326. Being Document No. 315131.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willig Deputy

AGREEMENT FOR RENTAL OF FLOOD LIGHT TOWERS

THIS AGREEMENT made and entered into this 15th day of August, 1939, by and between the SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation, hereinafter in this agreement referred to as "the Company", and The City of San Diego, a municipal corporation, hereinafter referred to as "the City", WITNESSETH:

The Company agrees to construct, erect and place in position for service, six (6) flood light towers in the stadium of the City of San Diego, located in Balboa Park in said City, to be used by The City of San Diego as a means of flood lighting said stadium, upon the following terms and conditions:

(1) The City shall construct and furnish in place as shown on the attached plans, six cement foundations, and embed in each cement foundation as shown a steel anchor, which steel anchors are to be furnished by the company within fourteen (14) days following the execution of this agreement, said concrete foundations to be so furnished by said City at its own cost and expense. Within thirty (30) days after the completion of said cement foundations with said steel anchors affixed thereto, the Company will construct, erect and place on each of said foundations in position for service by said City a flood light tower as shown on said attached plans, said towers to be bolted to said steel anchors as shown on said plans in such manner that they may be removed by the Company, and said flood light towers and each of them so placed upon said foundations shall be and remain during the full term of this contract or any extension thereof, except in case of purchase as hereinafter provided, the property of the company.

(2) The City shall pay to the Company for the use of said flood light towers a rental of One Hundred Eighty-eight and $\frac{34}{100}$ (\$188.34) Dollars per month for each and every month for a period of one year, said year to begin on the first day of the month next succeeding the erection of said towers ready for use and service. In addition to said rental the City shall paint said towers with some suitable water-proof paint sufficient to protect said towers from the weather.

(3) The City shall have the right, permission and license to erect and place upon said towers, conduits, cables, flood lights, and any and all such equipment as may be deemed necessary by the City for the purpose of flood lighting said stadium.

(4) Upon the expiration of the rental period as hereinabove stated, the City may at its option renew this agreement for an additional year, or from year to year, and in the event of any such renewal the City shall pay and the Company shall accept \$25.00 per month as the rental value of said towers.

(5) The City is hereby granted an option to purchase said towers at any time within the term of this agreement or any renewal or extension thereof upon the payment to the Company of the sum of Two thousand Two hundred sixty (\$2,260.00) Dollars, and rentals theretofore paid by the City and received by the Company shall apply on said purchase price. Should the City fail or for any cause decline to exercise this option to purchase said towers, the Company may remove the same after the expiration of said rental period or any extension or renewal thereof, upon giving to the City written notice of its intention so to do.

The plans hereto attached, and any resolution or ordinance of the City relating hereto and passed or adopted prior to the date hereof, shall enter into and form a part of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by the persons thereunto duly authorized, and whose signatures are affixed hereto, the 15th day of August, 1939.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC
COMPANY, a corporation,
By A.E.HOLLOWAY

Vice Pres.

Said Contractor hereby agrees to furnish and deliver said magazines and newspapers hereinabove described at and for the price of One Thousand Three Hundred Sixty-nine and 95/100 Dollars (\$1369.95).

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 Sixty-nine and 95/100 Dollars (\$1369.95), 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. 69710 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 F.A.RHODES

City Manager
HERMAN CHILTON an individual doing
business under the firm name and style of
HERMAN GOLDBERGER AGENCY

I hereby approve the form of the foregoing Contract this 16th day of August, 1939.

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 Contract with Herman Goldberger Agency for magazine and newspaper subscriptions. Being Document No. 315238.

FRED W. SICK
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 DALEY 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 SIX THOUSAND FOUR HUNDRED SEVENTY Dollars (\$6,470.00), 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 August, 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 the City's requirements of asphaltic base and asphaltic mixed surfacing for street patching and repairs for the period from August 15, 1939 to August 15, 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.

DALEY CORPORATION (SEAL)
By G.R.DALEY, President.

Principal.
MARYLAND CASUALTY COMPANY (SEAL)
By F.F.EDELEN Its Attorney-in-Fact.
(F.F.Edelen) Surety.

I HEREBY APPROVE the form of the within Bond, this 15th day of August, 1939.

D.L.AULT City Attorney.
By H.B.DANIEL Asst. City Attorney.
F.A.RHODES City Manager

STATE OF CALIFORNIA,)
County of San Diego,) ss

On this 15th day of August, 1939, before me, LILLIAN C. BRITTAIN 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 personally known to me to be the person whose name is subscribed to the within instrument, and he duly 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 County of San Diego, the day and year in this certificate first above written.

(SEAL)
My Commission expires Feb.18, 1940

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

STATE OF CALIFORNIA)
) ss.
County of San Diego)

On this 14th day of August, 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.
C.T.NEILL

(SEAL)
My Commission Expires
Jan. 9, 1941

Notary Public, in and for said County and State.

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 15th day of August, 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 and deliver to said City:

From time to time as ordered and required by the City Manager 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 August 15, 1939, and ending August 15, 1940; all in accordance with the specifications therefor contained in Document No. 314747, on file in the office of the City Clerk of said City.

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 materials above described, at and for the following prices, to-wit:

Asphaltic base, at the following prices, based on a minimum of 4500 tons:

Under 100 tons	-----	\$2.90 per ton
100 to 200 tons	-----	\$2.45 per ton
Over 200 tons	-----	\$2.25 per ton

Asphaltic wearing surface, San Diego type, and/or

Sheet asphalt wearing surface, at the following prices, based on a minimum of 1500 tons:

Under 100 tons	-----	\$3.70 per ton
Over 100 tons	-----	\$3.25 per ton

Plant mixed surfacing, at the following prices, based on a minimum of 4000 tons:

Under 100 tons	-----	\$2.60 per ton
100 to 200 tons	-----	\$2.40 per ton
Over 200 tons	-----	\$2.20 per ton

Above prices do not include the California State Sales Tax.

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 asphaltic base, at the following prices, based on a minimum of 4500 tons:

Under 100 tons	-----	\$2.90 per ton
100 to 200 tons	-----	\$2.45 per ton
Over 200 tons	-----	\$2.25 per ton

For asphaltic wearing surface, San Diego type, and/or

Sheet asphalt wearing surface, at the following prices, based on a minimum of 1500 tons:

Under 100 tons	-----	\$3.70 per ton
Over 100 tons	-----	\$3.25 per ton

For plant mixed surfacing, at the following prices, based on a minimum of 4000 tons:

Under 100 tons	-----	\$2.60 per ton
100 to 200 tons	-----	\$2.40 per ton
Over 200 tons	-----	\$2.20 per ton

plus the California State Sales tax; which said payments shall be made as follows:

Payment will be made for materials purchased in accordance with purchase orders and deliveries until ninety per cent (90%) of the materials to be purchased under the contract has been paid for. Payment for the final ten per cent (10%) of the materials 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 the expiration of the period within which liens may be filed under the provisions of Title IV, 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 to said 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 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 F.A.RHODES City Manager.

DALEY CORPORATION (SEAL)
By G.R.DALEY President

STATE OF CALIFORNIA,)
) ss
County of San Diego,)

On this 15th day of August, 1939, before me, LILLIAN C. BRITTAIN 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 personally known to me to be the person whose name is subscribed to the within instrument, and he duly 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 County of San Diego, the day and year in this certificate first above written.

(SEAL) LILLIAN C. BRITTAIN
Notary Public in and for the County of San Diego,
State of California
My Commission expires
FEB. 18, 1940

I hereby approve the form of the foregoing contract, this 15th day of August, 1939.
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 Daley Corporation for asphalt paving material. Being Document No. 315239.

FRED W. SICK
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 Pennsylvania Iron and Steel Company, a co-partnership composed of Samuel Tuch, Harry Tuch, Albert Tuch and Irving Tuch, 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 FIVE HUNDRED SEVENTY-NINE Dollars (\$579.00), 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 21 day of August, 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:

6000 feet 3/4" black steel pipe
2500 feet 1" " " "
1000 feet 1-1/2" " " "
12000 feet 2" " " "

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: PENNSYLVANIA IRON AND STEEL CO.,
Marguerite Brown a co-partnership composed of Samuel Tuch, Harry Tuch,
Albert Tuch & Irving Tuch,
By ALBERT TUCH
Principal

ATTEST: HARTFORD ACCIDENT AND INDEMNITY COMPANY
IL B. Beck By DICK W. GRAVES Surety
(DICK W. GRAVES) Attorney-in-Fact (SEAL)

I hereby approve the form of the within Bond, this 22d day of August, 1939.

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

I hereby approve the foregoing Bond this 22nd day of August, 1939.
F.A.RHODES
City Manager

STATE OF CALIFORNIA,)
) ss.
County of Los Angeles,)

On this 21st day of August, in the year 1939, before me, Ida Fuhrmeister, a Notary Public in and for said County, 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 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 the day and year in this certificate first above written.

(SEAL) IDA FUHRMEISTER
Notary Public in and for the County of Los Angeles,
State of California.
My Commission Expires
April 26, 1942

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 21st day of August, 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 PENNSYLVANIA IRON AND STEEL COMPANY, a co-partnership composed of Samuel Tuch, Harry Tuch, Albert Tuch and Irving Tuch, 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:

6000 feet 3/4" black standard steel pipe mfg. Laclede Steel Co., at Alton, Ill.
 2500 " 1" " " " " "
 1000 " 1-1/2" " " " " "
 12000 " 2" " " " " "

in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 314749. Delivery f.o.b. 20th and B Street, or City Yard, Kettner and Vine Streets, San Diego, California, as designated by City Purchasing Agent.

If said pipe is shipped by water, it shall come directly to the port of San Diego, and shall not move through any other Pacific Coast port.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

6000 feet 3/4"	black standard steel pipe	@ \$4.75 C feet
2500 " 1"	" " " "	@ \$6.70 C feet
1000 " 1-1/2"	" " " "	@ \$10.90 C feet
12000 " 2"	" " " "	@ \$14.60 C feet

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 1st day of October, 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:

6000 feet 3/4"	black standard steel pipe	@ \$ 4.75 C feet
2500 " 1"	" " " "	@ \$ 6.70 C feet
1000 " 1-1/2"	" " " "	@ \$10.90 C feet
12000 " 2"	" " " "	@ \$14.60 C feet

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. 69759 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 F.A. RHODES
 City Manager.

ATTEST:
 Marguerite Brown

SAMUEL TUCH
 HARRY TUCH
 ALBERT TUCH
 Co-partners doing business as PENNSYLVANIA IRON AND
 STEEL COMPANY

Contractor.

I hereby approve the form of the foregoing contract, this 22d day of August, 1939.
 D.L. AULT City Attorney.
 By H.B. DANIEL

Ass't. City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Pennsylvania Iron & Steel Co. for black steel pipe. Being Document No. 315327.
 FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willis Deputy

AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, That Whereas, Eliza S. H. Webb, for and in consideration of the sum of Twenty-seven Hundred Thirty-four Dollars (\$2,734.00) 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 dated August 18, 1939, covering the following described real property, excepting the improvements thereon, situate in the City of San Diego, County of San Diego, State of California:

A portion of Lot 44 (except the westerly 30.00 feet), Fleischer's Addition to San Diego, according to the Map thereof No. 811, filed in the office of the County Recorder of San Diego County, California; ALSO, a portion of Monterey Avenue closed to public use by Resolution No. 54110 of the Common Council of the City of San Diego, California, June 23, 1930, lying contiguous to and adjoining said Lot 44 (except the westerly 30.00 feet), said parcels of land being particularly described as follows, to-wit:

Commencing at a point on the southerly prolongation of the easterly line of the westerly 30.00 feet of Lot 44, said Fleischer's Addition to San Diego, which bears South 0° 19' 00" East 30.00 feet from the southeasterly corner of the westerly 30.00 feet of said Lot 44, as said

lot is shown on said Map No. 811, said point of commencement being also a point on the northerly line of Washington Street formerly Monterey Avenue, as located and established at this date, viz: August 5, 1939; thence North 89° 40' 00" East along the northerly line of said Washington Street, a distance of 49.90 feet to a point on the westerly line of Lot 45, said Fleischer's Addition to San Diego; thence North 00° 19' 30" West along the westerly line of said Lot 45 and along the easterly line of said Lot 44, a distance of 59.05 feet to a point; thence South 80° 49' 30" West a distance of 50.50 feet to a point on the easterly line of the westerly 30.00 feet of said Lot 44 which bears North 00° 19' 00" West 51.29 feet from the point of commencement; thence South 00° 19' 00" East along the easterly line of the westerly 30.00 feet of said Lot 44 and along the southerly prolongation thereof, a distance of 51.29 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, purpose to effect the improvement of said highway in accordance with plans therefor filed in the office of said Division of Highways; and

WHEREAS, certain buildings and other improvements now exist upon portions of said lands; and

WHEREAS, the Council of said City of San Diego passed and adopted Resolution No. 69754, dated August 8, 1939, authorizing the purchase of the real property hereinabove described, excepting the improvements thereon, for a total consideration of Three Thousand Thirty-four Dollars (\$3,034.00); and

WHEREAS, said Eliza S.H. Webb, for and in consideration of the removal of said structures from said land has given The City of San Diego credit for the sale price thereof amounting to Three Hundred Dollars (\$300.00);

NOW, THEREFORE, said Eliza S.H. Webb agrees that said consideration of Twenty-seven Hundred Thirty-four Dollars (\$2734.00), paid as aforesaid by The City of San Diego for said deed, includes payment in full for the respective interests in the land conveyed, payment in full for all damages sustained by or on account of the severance of said lands from the larger parcel of which it was a part, including all damages to improvements thereon, payment in full for all damages for or on account of the improvement of said lands or any part thereof as a public highway and payment in full for all damages of every kind and character sustained or to be sustained by the undersigned by reason of the granting of the land hereinbefore described to said The City of San Diego and the removal of all improvements and fixtures therefrom.

This agreement shall bind the heirs, administrators, executors, successors and assigns of the undersigned.

IN WITNESS WHEREOF, said Eliza S. H. Webb has hereunto set her hand this 18th day of August, 1939.

ELIZA S.H.WEBB

STATE OF CALIFORNIA,)
) ss.
County of San Diego.)

On this 18th day of August, 1939, before me, LUCILE H. TREECE, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Eliza S. H. Webb, known to me to be the person 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 and State, the day and year in this certificate first above written.

LUCILE H. TREECE

(SEAL)
5092

Notary Public in and for said County and State.

RECORDED AT REQUEST OF Union Title Insurance & Trust Co. AUG 26 1939 at 9 A.M. in Book 942 Page 106 of Official Records, San Diego County, Calif.

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 Agreement of Eliza S.H. Webb re Washington Street Extension to City of San Diego. Being Document No. 315302.

FRED W. SICK

City Clerk of the City of San Diego, California

By Walter M. Walling 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, 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 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. 69221, adopted by said Council April 25, 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

By A.E. Holloway, Vice Pres.

Principal

(SEAL)

ATTEST: J.A. CANNON

Secretary

THE AETNA CASUALTY AND SURETY COMPANY

By Paul Wolcott, Resident Vice-President
Surety.

(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 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.

I hereby approve the form of the foregoing Undertaking this 24th day of August, 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. 69764 passed and adopted on the 8th day of August, 1939, require and fix the sum of \$300.00 as the penal sum of the foregoing Undertaking.

(SEAL)

FRED W. SICK
 City Clerk of The City of San Diego.

CONTRACT FOR STREET LIGHTING.

Five Points Lighting District No. 1

THIS AGREEMENT, made and entered into this 29th day of August, 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 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, 1939, to and including August 4, 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 Five Points Lighting District No. 1," filed May 5, 1939, 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 (\$1198.80) 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 (\$1198.80) 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 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 Ninety-eight and 80/100 Dollars (\$1198.80).

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. CANNON

Secretary

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
 By A.E. HOLLOWAY

Vice Pres.

(SEAL)

ATTEST: FRED W. SICK, City Clerk

THE CITY OF SAN DIEGO.

By HERBERT E. FISH

FRED W. SIMPSON

L.F. WEGGENMAN

ADDISON E. HOUSH

A.E. FLOWERS

Members of the Council

I hereby approve the form of the foregoing Contract, this 24th day of August, 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 San Diego Consolidated Gas & Electric Company covering Five Points Lighting District No. 1. Being Document No. 315349.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Wilkey 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 22nd day of August, 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 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.

(SEAL)
ATTEST: J.A.CANNON
Secretary

Principal

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

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

Surety.

STATE OF CALIFORNIA,)
County of San Diego.) ss.

On this 22nd day of August, 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.

I hereby approve the form of the foregoing Undertaking this 24th day of August, 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.69813 passed and adopted on the 15th day of August, 1939, require and fix the sum of \$596.00 as the penal sum of the foregoing Undertaking.

(SEAL)
FRED W. SICK
City Clerk of The City of San Diego.

CONTRACT FOR STREET LIGHTING.

University Avenue Lighting District No. 3

THIS AGREEMENT, made and entered into this 29th day of August, 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 herein-after mentioned,

NOW, THEREFORE, the respective parties hereto do promise and agree as follows, to-wit: said Said first party, for the consideration hereinafter mentioned, promises and agrees with the/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, 1939, to-wit, to and including August 6, 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. 3", filed May 26, 1939, 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.

(SEAL)
ATTEST: J.A.CANNON
Secretary

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
By A.E.HOLLOWAY
Vice Pres.

THE CITY OF SAN DIEGO.
By HERBERT E. FISH
FRED W. SIMPSON
L.F.WEGGENMAN
ADDISON E. HOUSH
HARLEY E. KNOX
A.E.FLOWERS

(SEAL)
ATTEST: FRED W. SICK
City Clerk.

Members of the Council

I hereby approve the form of the foregoing Contract, this 24th day of August, 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 San Diego Consolidated Gas & Electric Company covering University Avenue Lighting District #3. Being Document No. 315350.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willig Deputy

UNDERTAKING FOR STREET LIGHTING.

Talmadge Park Lighting District No. 4

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 FIFTY DOLLARS (\$150.00), 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, 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 JEAN DRIVE, ADAMS AVENUE, MADISON AVENUE, MONROE AVENUE, 47TH STREET, EUCLID AVENUE, 48TH STREET, ESTRELLA AVENUE, 49TH STREET, MIRACLE DRIVE, and LORRAINE DRIVE, within the limits and as particularly described in Resolution of Intention No. 69298, adopted by the Council of said City on May 9, 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.

(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-President

Surety

STATE OF CALIFORNIA,

) ss.

County of San Diego.

On this 22nd day of August, 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

(SEAL)

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

I hereby approve the form of the foregoing Undertaking this 24th day of August, 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. 69766 passed and adopted on the 8th day of August, 1939, require and fix the sum of \$150.00 as the penal sum of the foregoing Undertaking.

FRED W. SICK

(SEAL)

City Clerk of The City of San Diego.

CONTRACT FOR STREET LIGHTING.

Talmadge Park Lighting District No. 4

THIS AGREEMENT, made and entered into this 29th day of August, 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:

JEAN DRIVE, for its entire length;

ADAMS AVENUE, between the westerly and the easterly lines of Talmadge Park Estates;

MADISON AVENUE, between the westerly and the easterly lines of Talmadge Park Estates;

MONROE AVENUE, between the westerly and the easterly lines of Talmadge Park Estates;

47th STREET, between the south line of Talmadge Park Estates and Adams Avenue;

EUCLID AVENUE, between the south line of Talmadge Park Estates and Adams Avenue;

48th STREET, between the south line of Talmadge Park Estates and Adams Avenue;

ESTRELLA AVENUE, between the south line of Talmadge Park Estates and Adams Avenue;

49th STREET, between the south line of Talmadge Park Estates and Adams Avenue;

MIRACLE DRIVE, for its entire length; and

LORRAINE DRIVE, for its entire length.

Such furnishing of electric current shall be for a period of eight months from and including August 1, 1939, to-wit, to and including March 31, 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 Talmadge Park Lighting District No. 4", filed May 19, 1939, 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 Five Hundred Ninety-eight and 40/100 Dollars (\$598.40) in eight 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. 4 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 Five Hundred Ninety-eight and 40/100 Dollars (\$598.40) shall be paid out of any other fund than said special fund designated as "Talmadge Park Lighting District No. 4 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 Five Hundred Ninety-eight and 40/100 Dollars (\$598.40).

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

(SEAL)

By A.E. HOLLOWAY

Vice Pres.

ATTEST: J.A. CANNON

Secretary

THE CITY OF SAN DIEGO.
By HERBERT E. FISH
FRED W. SIMPSON
L.F.WEGGENMAN
ADDISON E. HOUSH
HARLEY E. KNOX
A.E.FLOWERS
Members of the Council.

(SEAL)
ATTEST: FRED W. SICK
City Clerk.

I hereby approve the form of the foregoing Contract, this 24th day of August, 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 San Diego Consolidated Gas & Electric Company covering Talmadge Park Lighting District #4. Being Document No. 315352.

FRED W. SICK
City Clerk of the City of San Diego, California
By Helen M. Willis Deputy

A G R E E M E N T

KNOW ALL MEN BY THESE PRESENTS, that, WHEREAS, Charles F. Brummett and Pearl J. Brummett, husband and wife, as joint tenants, have purchased from Eliza S.H.Webb for a consideration of Three Hundred Dollars (\$300.00), that certain five room frame house and sleeping porch and frame garage, located on the East 50 feet of Lot 44, Fleischer's Addition to San Diego, in the City of San Diego, County of San Diego, State of California, and commonly known as No. 850 East Washington Street; and

WHEREAS, said frame house now stands on land conveyed by said Eliza S.H.Webb to The City of San Diego; and
WHEREAS, said City requires the removal of said house from said land; NOW, THEREFORE, In consideration of the premises, said Charles F. Brummett and Pearl J. Brummett hereby agree to remove or cause to be removed said building from said lands so conveyed to The City of San Diego, at their own expense, within ninety 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 remove said building or do any act necessary to cause the same to be immediately so removed from said lands, without any liability therefor sustained or suffered by said The City of San Diego.
Time shall be of the essence of this agreement.

This agreement shall bind the heirs, administrators, executors, successors and assigns of the undersigned.

IN WITNESS WHEREOF, said Charles F. Brummett and Pearl J. Brummett have hereunto set their hands this 21st day of August, 1939.

CHARLES F. BRUMMETT
PEARL J. BRUMMETT

STATE OF CALIFORNIA,)
County of San Diego.) ss.

On this 21st day of August, 1939, before me, LUCILE H. TREECE, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Charles F. Brummett and Pearl J. Brummett, known to me to be the persons 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 said County and State, the day and year in this certificate first above written.

LUCILE H. TREECE

(SEAL)3097 Notary Public in and for said County and State.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Charles F. Brummett et ux relative to removal of building from Washington Street Extension. Being Document No. 315449.

FRED W. SICK
City Clerk of the City of San Diego, California
By Helen M. Willis Deputy

KNOW ALL MEN BY THESE PRESENTS, that SMITH BOOTH USHER COMPANY, 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 FIVE HUNDRED FORTY-TWO Dollars (\$1,542.00), 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 August, 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 - motor patrol graders 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.

SMITH BOOTH USHER COMPANY
C.E.BAKER Pres.

Principal.

(SEAL)
ATTEST: F.B.WHITTAIN,
Sec'y.

GLOBE INDEMNITY COMPANY
By F.S.PLEWS Attorney in Fact (SEAL)
Surety

STATE OF CALIFORNIA,)
County of Los Angeles) ss.

On this 29th day of August in the year 1939, before me, C.T.JOY, a Notary Public in and for the County and State aforesaid, personally appeared F.S.PLEWS known to me to be the person whose name is subscribed to the within instrument and known to me to be 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 30th day of August, 1939.

D.L. AULT City Attorney.

By J.H. McKINNEY

Deputy City Attorney.

I hereby approve the foregoing Bond this 30th day of August, 1939.

F.A. RHODES

City Manager

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 29th day of August, 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 SMITH BOOTH USHER 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:

2 - Austin Western #66 single drive motor graders, equipped with standard International model I-30 power units, including full-I-30 rear end, in accordance with the specifications therefor on file in the office of the City Clerk under Document No. 314991. Delivery f.o.b. San Diego.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

Six Thousand One Hundred Sixty-five and 58/100 Dollars (\$6165.58). 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 25th day of September, 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:

Six Thousand One Hundred Sixty-five and 58/100 Dollars (\$6165.58). 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. 69838 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 F.A. RHODES

City Manager

(SEAL)
ATTEST: F.B. WHITTAIN,
Secretary

SMITH BOOTH USHER COMPANY
C.E. BAKER Pres.

Contractor

I hereby approve the form of the foregoing contract, this 30th day of August, 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 Smith-Booth-Usher Company for 2 patrol graders. Being Document No. 315450.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Welling 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, 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 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

By A.E.HOLLOWAY Vice Pres.

Principal.

(SEAL)

ATTEST: J.A.CANNON

Secretary

THE AETNA CASUALTY AND SURETY COMPANY

By PAUL WOLCOTT Resident Vice-President

Surety.

(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 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

(SEAL)

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

I hereby approve the form of the foregoing Undertaking this 24th day of August, 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. 69765 passed and adopted on the 8th day of August, 1939, require and fix the sum of \$275.00 as the penal sum of the foregoing Undertaking.

FRED W. SICK

(SEAL)

City Clerk of The City of San Diego.

CONTRACT FOR STREET LIGHTING.

University Avenue Lighting District No. 1

THIS AGREEMENT, made and entered into this 29th day of August, 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 herein-after 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, 1939, to-wit, to and including August 6, 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. 1", filed May 15, 1939, 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 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 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 "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 HERBERT E. FISH
FRED W. SIMPSON
L.F.WEGGENMAN
ADDISON E. HOUSH
HARLEY E. KNOX
A.E.FLOWERS

(SEAL)
ATTEST: FRED W. SICK
City Clerk.

Members of the Council.

I hereby approve the form of the foregoing Contract, this 24th day of August, 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 San Diego Consolidated Gas & Electric Company covering University Avenue Lighting District #1. Being Document No. 315456.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Walling Deputy

A G R E E M E N T

WHEREAS, Pearl M. Broun is the owner of Pueblo Lands Lot _____ Block 239 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 10 day of August, 1939, by Pearl M. Brown that she will, for and in consideration of the permission granted her to remove 32 feet of curbing on Ingraham street adjacent to the above described property, bind her 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 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.

PEARL M. BROWN
Owner's Name
3011 Ingraham
Address

STATE OF CALIFORNIA,)
County of San Diego) ss

On this 10th day of August, A.D.Nineteen Hundred and 39, before me, C.A.Maher a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Pearl M. Brown 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)
C.A.MAHER
Notary Public in and for the County of San Diego,
State of California.

RECORDED AUG 22 1939 5 min. past 10 A.M. in Book 938 at Page 160 of Official Records, San Diego Co., Cal. Recorded at request of City of San Diego.

ROGER N. HOWE, County Recorder
By Deputy H. Zervas
M.E.BAIRD, #9
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 Pearl M. Broun to City of San Diego. Being Document No. 315154.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Walling Deputy

A G R E E M E N T

WHEREAS, Mrs. George C. Garrett is the owner of store building Lot 46, 47, 48 Block 210 Subdivision Doels 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 7th day of August, 1939, by George C. Garrett that she will, for and in consideration of the permission granted _____ to remove 45 feet of curbing on Main 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.

MRS. GEO. C. GARRETT
3066 El Cajon Ave.
Owner's Name
Address

STATE OF CALIFORNIA,)
County of San Diego) ss

On this 11th day of August, A.D. Nineteen Hundred and Thirty-nine, before me, the undersigned a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Mrs. George C. Garrett 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) FRANCES V. ROSS
Notary Public in and for the County of San Diego,
State of California
My Commission Expires
Feb. 25, 1940.

RECORDED AUG 22 1939 4 min. past 10 A.M. in Book 938 at Page 159 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 Mrs. George C. Garrett to City of San Diego. Being Document No. 315155.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willey Deputy

A G R E E M E N T

WHEREAS, J.E.Shattuck, Agent for Hattie E. Corrao, is the owner of 3650 El Cajon Blvd. Lot 19222 Block 44 Subdivision W.P.Herberts 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 August, 1939, by J.E.Shattuck, Agent for Hattie E. Corrao that she will, for and in consideration of the permission granted her to remove 64 & 85 feet of curbing on El Cajon & Cherokee 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.

J.E.SHATTUCK Agent for
HATTIE E. CORRAO
3901 El Cajon
Address

STATE OF CALIFORNIA,)
County of San Diego) ss

On this 15th day of August, A.D.Nineteen Hundred and thirty-nine, before me, the undersigned a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared J.E.Shattuck 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) J.A.KRUMHOLZ
Notary Public in and for the County of San Diego,
State of California.

RECORDED AUG 25 1939 25 min. past 1 P.M. in Book 933 at Page 162 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.
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 Hattie E. Corrao to City of San Diego. Being Document No. 315303.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willey 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 THREE HUNDRED SEVENTY-THREE Dollars (\$373.00), 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 September, 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: 1 - Studebaker K20-62 chassis and cab, 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: M.N.BAYNE
Secy.Treas.

J.R.TOWNSEND COMPANY, INC.
By J.R.TOWNSEND Pres. Principal

ATTEST:

GREAT AMERICAN INDEMNITY COMPANY
By L.DOSTER
By E.K.JAMES
ATTORNEYS-in-FACT Surety (SEAL)

I hereby approve the form of the within Bond, this 1st day of September, 1939.
D.L.AULT City Attorney.
By H.B.Daniel Asst. City Attorney.

I hereby approve the foregoing bond this 1st day of September, 1939.
F.A.RHODES City Manager

STATE OF CALIFORNIA)
County of San Diego) ss.

On this 1st day of September 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 1-12-42 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 1st day of September, 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 J.R.Townsend, 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: 1 - Studebaker Model K20-62 chassis & cab, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 314991.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit: One Thousand Four Hundred Ninety and 54/100 Dollars (\$1490.54) Said price includes the California State Sales Tax.

Said contractor agrees to complete said delivery on or before the 10th day of September, 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: One Thousand Four Hundred Ninety and 54/100 Dollars (\$1490.54). 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. 69863 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 F.A.RHODES,
City Manager

(SEAL)
ATTEST: M.N.BAYNE
Secy.Treas.

J.R.TOWNSEND COMPANY, INC.
By J.R.TOWNSEND Pres. Contractor

I hereby approve the form of the foregoing contract, this 1st day of September, 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. for Truck Chassis and Cab. Being Document No. 315481.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willey Deputy

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of September, 1939, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City Manager thereof, First Party, sometimes hereinafter referred to as the "City", and GORDON N. SCOTT, Second Party, WITNESSETH:

For and in consideration of the matters and things hereinafter recited, parties agree together as follows:

That the City does hereby retain and engage the services of second party as a pipeline technologist to perform certain technical services in connection with the cathodic protection of the City's Bonita pipeline between Bonita Wye and 30th and Broadway, which said services to be performed by second party are specifically as follows:

- (a) Make field and laboratory tests to determine the extent and nature of electric currents causing pitting of the Bonita pipe line between Bonita Wye and 30th and Broadway.
- (b) Determine the cathodic protection necessary to prevent further electrolytic action.
- (c) Prepare and submit a complete detailed report of conditions found, with recommendations as to equipment and installation required to protect the pipeline and the estimated cost of such work.
- (d) To complete the required work within 120 days from the date of this contract.

The City agrees to pay for said services and work the sum of One Thousand Seven Hundred Fifty Dollars (\$1750.00), payable upon the completion and delivery of complete report and recommendations as herein required. Said \$1750.00 shall include all costs of transportation, subsistence, assistance and labor, miscellaneous supplies and equipment, and remuneration.

In addition to the payment of said \$1750.00, the City will at its own expense excavate to expose pipe and appurtenances wherever desired by second party. The City will also bond, with electric welding, over or past any Dressler or other couplings or joints or appurtenances wherever desired by second party.

IN WITNESS WHEREOF, this agreement 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. 69706 of the Council authorizing such execution, and second party has hereunto subscribed his name the day and year in this agreement first above written.

THE CITY OF SAN DIEGO,
First Party,
By F.A.RHODES City Manager

GORDON N. SCOTT, Second Party.

I hereby approve the form of the foregoing Agreement this 30th day of September, 1939.

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 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 Sept. 2, 1939.

G.F.WATERBURY
Auditor and Comptroller of the City of San Diego, California
By J.S.BARBER, Chief Deputy

Reso. 69706

To be paid out of Water Dept. F.A.A. 555-1

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement for services of Gordon N. Scott. Being Document No. 315525.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willey Deputy

CONTRACT

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of September, 1939, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City Manager of said City, first party, and Fletcher A. Carr, a resident of THE CITY OF SAN DIEGO, second party, WITNESSETH:

THAT WHEREAS, by Ordinance No. 1604 (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 (Archaeology) 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 materials as are placed in his charge; to aid in the installation and retirement of museum exhibits, and the labeling of the same; to render educational 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 herein-after recited, the parties hereto agree together as follows:

That beginning September 1, 1939, second party will faithfully perform the services and duties of Curator (Archaeology) in the San Diego Museum, as the same are hereinabove described, at the rate of One Hundred Forty-seven and 60/100 (\$147.60) 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 Forty-seven and 60/100 Dollars (\$147.60) 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 year beginning September 1, 1939 and ending June 30, 1940.

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
F.A. RHODES, City Manager

FLETCHER A. CARR
Second Party
I hereby approve the form of the foregoing contract this 8th day of
D.E. 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 for services of Fletcher A. Carr as Curator, San Diego Museum. Being Document No. 315528.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willey Deputy

A G R E E M E N T

WHEREAS, Mrs. Alice Elizabeth Schramm is the owner of 3166 Ingraham St. Lot Block Subdivision a Portion of Pueblo Lot 239 of the City of San Diego, California, being 100 foot frontage on Ingraham St. in City of San Diego, at No. 3166 Ingraham 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 25th day of August, 1939, by Mrs. Alice Elizabeth Schramm that I will, for and in consideration of the permission granted me to remove 60 feet of curbing on Ingraham St. 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 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.

ALICE ELIZABETH SCHRAMM
Owner's Name
3166 Ingraham St
Address

STATE OF CALIFORNIA,)
County of San Diego) SS

On this 25th day of August, A.D. Nineteen Hundred and 39, before me, Robert J. Walsh a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Alice Elizabeth Schramm known to me to be the person described in and whose name she 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) ROBERT J. WALSH
Notary Public in and for the County of San Diego, State of California.

RECORDED SEP 1 1939 57 min. past 2 P.M. in Book 936 at Page 224 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 Alice E. Schramm to City of San Diego. Being Document No. 315356.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willey Deputy

A G R E E M E N T

WHEREAS, Robertson & Rannells are, the owners of Lot 38 Block 1 Subdivision Center 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 24th day of August, 1939, by William C. Rannells and Walter G. Robertson that we will, for and in consideration of the permission granted us to remove 16 feet of curbing on Virginia Way street 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 Robertson & Rannells & 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.

ROBERTSON & RANNELLS
Owner's Name By W.G.Robertson
7611 Girard Ave. La Jolla
Address

STATE OF CALIFORNIA,)
) ss
County of San Diego)

On this 24 day of August, A.D. Nineteen Hundred and 39, before me, Howard F. Rowe a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared W.G.Robertson partner of W.C.Rannells dba Robertson & Rannells 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) Notary Public in and for the County of San Diego, State of California.
My Commission Expires
Feb. 4, 1943

RECORDED SEP 7 1939 12 min. past 11 A.M. in Book 938 at Page 291 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.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 Robertson & Rannells to City of San Diego. Being Document No. 315409.

A G R E E M E N T

WHEREAS, The Texas Company, Lessee, and is the owner of Lot 1 and 2 Block 288 Subdivision Middletown 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 Street; and,

WHEREAS, the undersigned has heretofore applied to the Council of the City of San Diego for a special permit to erect Light poles 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. 69855 suspended the provisions of said ordinance with respect to said property and has granted permission to the undersigned to erect a Light poles 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 light poles 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 August, 1939, by The Texas Company, Lessee, that they will, for and in consideration of the permission granted them to erect Light poles on the above described property to the front property line, bind themselves to, and do hereby by these presents agree, to move any light poles 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 them to move said light poles to the line designated; that they will move said light poles 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.

THE TEXAS COMPANY
Owner's Name Lessee
By J.M.REID
Officer

STATE OF CALIFORNIA,)
) ss.
County of San Diego,)

On this 16th day of August, A.D. Nineteen Hundred and thirty-nine, before me, Clark M. Foote Jr. a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared J.M.Reid, an officer in The Texas 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) Notary Public in and for the County of San Diego, State of California.

RECORDED SEP 1 1939 56 min. past 2 P.M. in Book 935 at Page 122 of Official Records,
San Diego Co., Cal. Recorded at request of Fred W. Sick.

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 The Texas Co. to move building when Pacific Highway is widened. Being

Document No. 315429.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Wilbig Deputy

A G R E E M E N T

WHEREAS, PETE T. PIEROTTI are, is the owner of Lot 240 Block _____ Subdivision Pueblo Lands 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 August, 1939, by Pete T. Pierotti that he will, for and in consideration of the permission granted him to remove 25 feet of curbing on Ingraham 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 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.

PETE T. PIEROTTI
Owner's Name
1904 MAIN ST.
Address

STATE OF CALIFORNIA,)
County of San Diego) SS

On this 29th day of August, A.D. Nineteen Hundred and thirty-nine, before me, J.M.Zung a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Pete T. Pierotti 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) J.M.ZUNG
Notary Public in and for the County of San Diego, State of California.
My Commission Expires
August 10, 1942

RECORDED SEP 7 1939 11 min. past 11 A.M. in Book 938 at Page 290 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.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 Pete T. Pierotti to City of San Diego. Being Document No. 315445.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Wilbig Deputy

C O N T R A C T

THIS AGREEMENT, made this 15th day of July, 1939, 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 thereof, first party, hereinafter sometimes referred to as the "City," and LESLIE S. EVERTS and CARL M. ESENOFF, second parties, hereinafter sometimes designated as the "Auditors," WITNESSETH:

WHEREAS, the City desires to engage the services of competent certified public accountants 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, 1938, to June 30, 1939, inclusive, and agrees to pay second parties therefor the amounts, at the times, and in the manner hereinafter set forth.

(2) The second parties do hereby accept said employment, and agree faithfully and to the best of their ability to perform said services required of them, 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, 1939, and to fully complete the same on or before the 30th day of November, 1939.

(4) The City agrees to pay to said Auditors for said completed audit the sum of Seventeen Hundred dollars (\$1700.00).

The amount agreed to be paid to said Auditors on account of said audit, to-wit, the sum of Seventeen Hundred Dollars (\$1700.00) 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 Auditors 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 Auditors.

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 Auditors, 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 Auditors.

The Auditors agree that they will not underlet nor assign this Agreement, or any part thereof.

It is mutually agreed and understood 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 Auditors 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. 69583, authorizing such execution, and second parties have hereunto subscribed their names the day and year first hereinabove written.

THE CITY OF SAN DIEGO

By F.A.RHODES

City Manager.

(LESLIE) L. S. EVERTS

CARL M. ESENOFF

Parties of the Second Part.

ATTEST:

City Clerk.

By

I hereby approve the form of the foregoing contract this 11th day of Sept, 1939.

D.L.AULT

City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Everts & Esenoff for making annual audit for 1938-39. Being Document No. 315595.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Wallig Deputy

C O N T R A C T

KNOW ALL MEN BY THESE PRESENTS, That GRAYBAR ELECTRIC COMPANY, 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 FOUR HUNDRED TWO Dollars (\$402.00), 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, 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, f.o.b. San Diego by September 11, 1939: 60 electrical floodlight reflectors and equipment, 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: J.J.O'REILLY

GRAYBAR ELECTRIC COMPANY, INC., (SEAL)

H.L.HARPER Pacific District Manager

Principal.

UNITED STATES GUARANTEE COMPANY (SEAL)

By JARED C. AIKEN

Jared C. Aiken, Attorney-in-Fact

And DELORUS E. CLARK

Delorus E. Clark, Attorney-in-Fact

Surety.

ATTEST:

STATE OF CALIFORNIA,)
County of Los Angeles) ss.

On this 8th day of September, A.D., 1939, before me, Frances S. Litz, a Notary Public in and for the said County and State, personally appeared Jared C. Aiken and Delorus E. Clark, 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 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.

FRANCES S. LITZ

Notary Public in and for said County and State.

(SEAL)

My Commission Expires

Feb. 14, 1942.

I hereby approve the form of the within Bond, this 11th day of September, 1939.

D.L.AULT

City Attorney.

I hereby approve the foregoing bond this 11th day of September, 1939.

F.A.RHODES

City Manager

I hereby certify that I am Secretary of Graybar Electric Company, Inc., a corporation organized and existing under the laws of the State of New York, with its principal office at New York, New York; that as such I am custodian of the records and official seal of said company, and that the following is a true and correct copy of a resolution duly adopted by the Board of Directors of said company at a meeting held at New York, New York, on April 29, 1938:

"RESOLVED, That H.L.Harper, Pacific District Manager and J.I.Colwell, Northwestern District Manager, be and each of them hereby is authorized to execute in the name and on behalf of this Company, bids and contracts for the sale of apparatus and supplies, and bonds accompanying such contracts, and to affix the corporate seal of the Company to such documents as required."

Further, that the foregoing meeting was convened and the proceedings held in accordance with the law and the charter and by-laws of said company, and have not been revoked, annulled, or amended.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the company this 16th day of June, 1939.

M.E.WAGNER

Secretary of GRAYBAR ELECTRIC COMPANY, INC.

(SEAL)

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 8th day of September, 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 GRAYBAR ELECTRIC 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: 60 - #MUA-42398 Crouse-Hinds Floodlights, complete with clear heat resisting lense and sliding door, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 315243. Contractor agrees to deliver said floodlights and equipment on or before September 11, 1939.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit: One Thousand Six Hundred Seven and 40/100 Dollars (\$1607.40). Said price 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: One Thousand Six Hundred Seven and 40/100 Dollars (\$1607.40). 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. 69903 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 F.A.RHODES

City Manager.

GRAYBAR ELECTRIC COMPANY, INC. (SEAL)

H.L.HARPER

Pacific District Manager

Contractor.

ATTEST:
J.J.O'REILLY

I hereby approve the form of the foregoing contract, this 11th day of September, 1939.

D.L.AULT

City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Graybar Electric Co. for reflectors for Stadium lights. Being Document No. 315666.

FRED W. SICK

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 13th day of September, 1939, by and between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter referred to as the "City," party of the first part, and MERRILL C. BRISTOL, party of the second part, WITNESSETH:

WHEREAS, by Resolution No. 69956, duly adopted by the Council of The City of San Diego on September 12th, 1939, the City Manager was authorized and directed to enter into a contract on behalf of The City of San Diego with the said Merrill C. Bristol, retaining the services of said Merrill C. Bristol for the period of six (6) months as Traffic and Safety Expert and fixing the compensation to be paid therefor; NOW, THEREFORE,

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

The City hereby retains and employs the party of the second part in the capacity of Traffic and Safety Expert for a period of six (6) months, at a total compensation of Twelve Hundred Dollars (\$1,200.00), payable at the rate of Two Hundred Dollars (\$200.00) per month.

The party of the second part agrees that during said period he will render to the City his personal services as a Traffic and Safety Expert, preparing and assisting in the promulgation of promotional and educational safety and traffic programs; coordinating the efforts of safety and traffic groups; investigating, advising upon and preparing reports relative to safety and traffic conditions; and acting as Executive Secretary to the Safety and Traffic Commission of The City of San Diego.

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. 69956, 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 F.A.RHODES City Manager.

MERRILL C. BRISTOL Party of the Second Part

I hereby approve the form of the foregoing Agreement this 11th day of September, 1939.

D.L.AULT
D.L.Ault, City Attorney
By HARRY S. CLARK
Harry S. Clark, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract for services of Merrill C. Bristol as Traffic and Safety Expert. Being Document No.315678.
FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willey Deputy

C O N T R A C T

KNOW ALL MEN BY THESE PRESENTS, That UNITED STATES PIPE AND 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 TWO THOUSAND FOUR HUNDRED NINETEEN Dollars (\$2,419.00), 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, 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 6704 feet standard B & S cast iron pipe, sizes 6" to 12", 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: (SEAL)
H.L.FATES Asst.Secty.

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

ATTEST:

UNITED STATES GUARANTEE COMPANY
By A.O.FISKE Surety.
A.O.Fiske Attorney-in-Fact
and G.W.BELL (SEAL)
G.W.Bell Attorney-in-Fact

STATE OF CALIFORNIA)
) SS.
City and County of)
San Francisco)

On this 9th day of September, in the year nineteen hundred and thirty-nine, 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 A.O.Fiske 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.

(SEAL) IRENE MURPHY
Notary Public in and for the City and County of
San Francisco, State of California
My Commission expires
Mar 16 1942.

I hereby approve the form of the within Bond, this 14th day of September, 1939.

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

I hereby approve the foregoing bond this 14th day of September, 1939.

F.A.RHODES City Manager

The rate of premium on this Bond is \$2.50 per \$1,000. The total amount of premium charged is 6.05.

C O N T R A C T

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 14 day of September, 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 UNITED STATES PIPE AND FOUNDRY COMPANY, a corporation organized and existing under the laws of the State of New Jersey, 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:

2,992 feet of 6" Class "150" Super-deLavaud centrifugal cast, B&S, cast iron pipe, 18'0" lengths, coated both inside and outside;

544 " " 6" " "250" ditto
3,168 " " 12" " "250" ditto

all in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 315094. If said pipe is shipped by water, it shall come directly to the port of San Diego, and shall not move through any other Pacific Coast port.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

2,992 feet of 6" class "150" super-deLavaud centrifugal cast, B&S
cast iron pipe @ \$0.69 per foot
544 " " 6" " "250" ditto @ \$0.77 " "
3,168 " " 12" " "250" ditto @ \$2.18 " "

Said prices do not include 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 5th day of November, 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:

2,992 feet of 6" class "150" super-deLavaud centrifugal cast, B&S, cast iron pipe @ \$0.69 per foot	
544 " " 6" " "250" ditto @ \$0.77 " "	
3,168 " " 12" " "250" ditto @ \$2.18 " "	

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. 69864 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 F.A. RHODES
City Manager.

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

(SEAL)
ATTEST: H.L. FATES
Asst. Secretary

I hereby approve the form of the foregoing contract, this 14th day of September, 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 United States Pipe and Foundry Company for 6704 feet of cast iron pipe. Being Document No. 315776.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Wilby Deputy

C O N T R A C T

THIS AGREEMENT, made and entered into this 11th day of September, 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 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 Hunt & Curry, 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 construction and finishing work herein specified on the Ground Floor 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 7th day of August, 1939, which said specifications are Document No. 315053, and endorsed: Contract Documents including Specifications for doing certain Construction and Finishing Work on the Ground Floor of the San Diego City and County Administration Building, Civic Center, San Diego, California, and which said plans are marked Document No. 315053, and endorsed: Plans & Spec. for Completion of Civic Center Ground Floor; said plans consisting of 10 sheets and said specifications consisting of 147 sheets, plus 4 sheets of addenda. True copies of the Notice Inviting Bids, Information for Bidders, Proposal of Contractor, and Specifications are hereunto annexed, 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 Superintendent of the work named in said specifications, 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".

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 of expense that arises or is claimed 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 Article 3, Sections 1810 to 1816 inclusive of the Labor Code of the State of California, and Section 196 of the Charter of the City of San Diego; 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 said laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of said provisions of said Labor Code or said Charter; 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 Labor Code of the State of California or of Section 197 of the Charter of said City; 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 Division II, Part 7, Chap. 1, Articles 1, 2 and 3 of the Labor Code of the State of California 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, or by any sub-contractor:

Trade or Occupation	Per Diem Wage	Hourly Wage Rate
Asbestos Workers	\$ 10.00	\$ 1.25
Bricklayers	12.00	1.50
Bricklayers' Tenders	7.00	.87 $\frac{1}{2}$
Carpenter (Rough and Finish)	8.00	1.00
Carpet and Linoleum Worker	8.00	1.00
Composition Floor Finisher	10.00	1.25
Cement Finishers	10.00	1.25
Caulkers	6.00	.75
Clerks	6.00	.75
Compressor Operator	10.00	1.25
Concrete Mixerman (Paver Type)	10.00	1.25
Concrete Mixerman (10 c.f. capacity and under)	7.00	.87 $\frac{1}{2}$
Concrete Spreaders	5.00	.62 $\frac{1}{2}$
Concrete Tampers	5.00	.62 $\frac{1}{2}$
Electrical Workers	10.00	1.25
Engineers - hoisting - heavy duty	10.00	1.25
Engineers - light duty, gypsy or niggerhead	7.00	.87 $\frac{1}{2}$
Glass Workers	8.00	1.00
Iron Workers - Ornamental	11.00	1.37 $\frac{1}{2}$
Apprentices	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 $\frac{1}{2}$
Materialmen	6.00	.75
Painters	8.00	1.00
Plasterers (6 hour day)	9.00	1.50
Plasters' Tenders (6 hour day)	8.10	1.35
Plumbers	10.00	1.25
Reinforcing Iron Workers	10.00	1.25
Sheet Metal Workers	9.00	1.12 $\frac{1}{2}$
Steam Fitter	10.00	1.25
Tile Setters	10.00	1.25
Tile Setters' Helpers	6.00	.75
Tractor Operators - under 50 H.P.	6.00	.75
Timekeepers	6.00	.75
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.

All of the above wage rates are based on an eight hour day except when a shorter day is particularly noted in the schedule. 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 in triplicate 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, the day and year first hereinabove written.

(SEAL) ATTEST:
FRED W. SICK, City Clerk

THE CITY OF SAN DIEGO
By HERBERT E. FISH
FRED W. SIMPSON
L.F.WEGGENMAN
A.E.FLOWERS
ADDISON E. HOUSH
HARLEY E. KNOX
Members of the Council

(SEAL) ATTEST:
J.B.McLEES, County Clerk
By C.BUCKLEY, Deputy

THE COUNTY OF SAN DIEGO
By T. LeROY RICHARDS
WALTER BELLON
JOHN B. FADDIS
HARRY C. WARNER
W.T.HART
Board of Supervisors

HUNT & CURRY, Contractor
By I.C.CURRY

(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 11th day of September, 1939.

D.L.AUET,
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 11th day of September, 1939.

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. 69901, passed and adopted on the 5th day of September, 1939 and the Board of Supervisors of the County of San Diego, by Resolution passed and adopted on the 5th day of September, 1939, awarded to Hunt & Curry hereinafter designated as the "Principal", a Contract for doing certain construction and finishing work on the Ground Floor 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 Massachusetts Bonding and Insurance Company 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 Seventy Thousand and no/100 Dollars (\$70,000.00), 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 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 11th day of September, 1939, 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.

HUNT & CURRY, PRINCIPAL
By I.C.CURRY

MASSACHUSETTS BONDING AND INSURANCE COMPANY
Surety
By C.J.STAFFORD, 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 SAN DIEGO,) ss

On this 11th day of September, 1939, before me, Zelda B. Melancon a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared I.C.Curry personally known to me to be the person whose name is subscribed to the within instrument, and he duly 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 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.

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

On this 11th day of September in the year one thousand nine hundred and thirty-nine, before me, Zelda B. Melancon, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared C.J. Stafford known to me to be the duly authorized Agent and Attorney-in-Fact of the MASSACHUSETTS BONDING AND INSURANCE COMPANY, the corporation whose name is affixed to the foregoing instrument; and duly acknowledged to me that he subscribed the name of the MASSACHUSETTS BONDING AND INSURANCE 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,
Mar. 12, 1942.

ZELDA B. MELANCON
Notary Public in and for said County and State.

I hereby approve the form of the within Bond this 11th day of September, 1939.

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 12th day of September, 1939.

(SEAL) ATTEST:

FRED W. SICK, City Clerk

HERBERT E. FISH
FRED W. SIMPSON
L.F. WEGGENMAN
A.E. FLOWERS
ADDISON E. HOUSH
HARLEY E. KNOX
Members of the Council

I hereby approve the form of the within Bond this 11th day of September, 1939.

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 11th day of Sept. 1939.

(SEAL) ATTEST:

J.B. McLEES, County Clerk
By C. BUCKLEY, Deputy.

T. LeROY RICHARDS
WALTER BELLON
JOHN P. FADDIS
HARRY C. WARNER
W.T. HART
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. 69901, passed and adopted on the 5th day of September, 1939, and the Board of Supervisors of the County of San Diego, State of California, by Resolution, passed and adopted on the 5th day of September, 1939 have awarded to Hunt & Curry hereinafter designated as the "Principal", a Contract for doing certain construction and finishing work on the Ground Floor 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 Massachusetts Bonding and Insurance Company 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 Thirty-five Thousand and no/100 Dollars (\$35,000.00), 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, (Stats. 1919, Page 487; Deering Act No. 6423 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 11th day of September, 1939, 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.

HUNT & CURRY, Principal
By I.C.CURRY

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

On this 11th day of September, 1939, before me, Zelda B. Melancon a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared I.C.Curry personally known to me to be the person whose name is subscribed to the within instrument, and he duly 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 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.

MASSACHUSETTS BONDING AND INSURANCE COMPANY, Surety
By C.J.STAFFORD, Attorney in Fact

(SEAL)

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

On this 11th day of September in the year one thousand nine hundred and thirty-nine, before me Zelda B. Melancon, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared C.J.Stafford known to me to be the duly authorized Agent and Attorney-in-Fact of the MASSACHUSETTS BONDING AND INSURANCE COMPANY, the corporation whose name is affixed to the foregoing instrument; and duly acknowledged to me that he subscribed the name of the MASSACHUSETTS BONDING AND INSURANCE 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.

ZELDA B. MELANCON

Notary Public in and for said County and State.

(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 11th day of September, 1939.

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 12th day of September, 1939.

HERBERT E. FISH

FRED W. SIMPSON

L.F.WEGGENMAN

A.E.FLOWERS

ADDISON E. HOUSH

HARLEY E. KNOX

Members of the Council

(SEAL) ATTEST:
FRED W. SICK, City Clerk

I hereby approve the form of the within Bond this 11th day of September, 1939.

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 11th day of Sept., 1939.

T. LeROY RICHARDS

WALTER BELLON

JOHN P. FADDIS

HARRY C. WARNER

W.T.HART

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 Hunt & Curry for Completion of Ground Floor Civic Center Administration Building. Being Document No. 315611.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willey Deputy.

LEASE

THIS AGREEMENT, made and entered into this 29th day of September, 1939, 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 HERMAN WIEGAND, of Encinitas, 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 City of San Diego, County of San Diego, State of California, to-wit:

All that cleared land lying west of Pacific Highway not included within the boundaries of Torrey Pines Park, situated within the following Pueblo Lots: Nos. 1314, 1323, 1324, 1325, 1326, 1330, 1331 and 1333, of the Pueblo Lands of the City of San Diego; EXCEPTING CITY Pump House and Chlorination Station and the land immediately adjacent thereto; EXCEPTING, also, all public streets, roads and highway; and EXCEPTING, ALSO, that certain tract of land in Pueblo Lot 1324 of the Pueblo Lands of said City, 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 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 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; the land to be leased hereunder containing 302.66 acres.

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 one (1) year, beginning on the 1st day of October, 1939, and ending on the 30th day of September, 1940, at the following rentals: One Dollar (\$1.00) per acre per year, payable upon the execution 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 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 City Manager 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 Numbered 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 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 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.

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. 70025 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 F.A. RHODES, City Manager

HERMAN WIEGAND, Lessee.

I HEREBY APPROVE the form of the foregoing Lease, this 25th day of September, 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 Herman Wiegand for certain Pueblo Lands. Being Document No. 315784.

FRED W. SICK

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 29th day of September, 1939, by and between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter referred to as the first party, and EARL F. BRIZENDINE, second party, WITNESSETH:

WHEREAS, there are now pending in the Superior Court of the State of California, in and for the County of San Diego, the following described condemnation suits filed by the City of San Diego against the defendants named therein: No. 85576 - City v. Strock, et al. (Right of way - Main Street); No. 90613 - City v. Boerner, et al. (Paradise Valley Road); No. 91191 - City v. Durocher, et al. (Mission Valley Road); No. 91720 - City v. Farrand, et al. (Pacific Highway); No. 94732 - City v. Whitney, et al. (Camino del Rio, from Taylor Street to end of Road); and

WHEREAS, the first party is desirous of engaging the services of the second party, for the purpose of effectuating and completing the service of summons upon the defendants in said condemnation suits, and the second party is desirous of performing said services; and

WHEREAS, by Resolution No. 70029, duly adopted by the Council of the City of San Diego on the 26th day of September, 1939, the City Attorney was authorized and directed to enter into a contract on behalf of the City of San Diego with the said Earl F. Brizendine, retaining the services of the said Earl F. Brizendine for a period of two (2) months commencing October 1, 1939, for the purposes hereinafter set forth, and fixed the compensation to be paid therefor;

NOW, THEREFORE, in consideration of the premises and of the covenants and conditions hereinafter contained, it is mutually understood and agreed between the parties hereto, as follows:

1. The second party hereby agrees to serve copies of the complaints and summonses in the condemnation suits hereinbefore referred to, to all defendants named therein, provided said defendants can with due diligence be located within the State of California, subject to the direction of the City Attorney.

2. Said first party hereby agrees to furnish to the second party all transportation necessary to the adequate performance of the terms of this agreement.

3. The said second party hereby agrees to execute all affidavits necessary to be filed in court as evidence that copies of said summonses have been duly served upon the defendants in said condemnation suits hereinbefore referred to;

Provided, further, that in the event any defendant or defendants named in said condemnation suits cannot with due diligence be found within the State of California, said second party agrees to execute the affidavits required by law to be filed in order to effectuate service of summonses in said suits by publication thereof according to law.

4. That as a consideration therefor the said first party agrees to compensate the second party at the rate of One Hundred Fifty Dollars (\$150.00) per month, payable twice a month; provided, however, said agreement shall not extend beyond the period of two (2) months from the date hereof;

Provided, further, that said agreement may be extended beyond said period upon the express authorization of the Council of the City of San Diego.

5. It is expressly understood and agreed between the parties hereto that the first party shall not be bound by any engagements, statements, representations or acts of the second party beyond the express terms of this agreement, it being the intention of the parties hereto that said second party is not acting as the agent of the first party, but as an independent contractor, for the purposes and under the conditions set forth herein.

IN WITNESS WHEREOF, this agreement is executed by The City of San Diego, acting by and through the City Attorney of said City, under and pursuant to Resolution No. 70029, authorizing such execution, and the second party has hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO, First Party.
By D.L.AULT, City Attorney
By MOREY S. LEVENSON, Deputy

EARL F. BRIZENDINE, Second Party.

I HEREBY APPROVE the form of the foregoing Agreement this 29 day of September, 1939.

D.L.AULT, City Attorney
By MOREY S. LEVENSON, Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement for Services of Earl F. Brizendine. Being Document No. 315962.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willig Deputy.

BOND

KNOW ALL MEN BY THESE PRESENTS, that ELMER B. BELT, an individual doing business under the firm name and style of SQUIRES-BELT MATERIAL COMPANY, 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 ONE THOUSAND FOUR HUNDRED TWENTY-SIX DOLLARS (\$1,426.00), 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 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 6th day of October, 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:

65 Tons "Tegal Ampco" sewer joint compound,
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.

ELMER B. BELT

an individual doing business under the firm name and style of SQUIRES-BELT MATERIAL CO. Principal.

I hereby approve the form of the within Bond, this 6th day of October, 1939.

D.L.AULT, City Attorney

I hereby approve the foregoing bond this _____ day of October, 1939.

City Manager.

In lieu of executing the foregoing faithful performance bond, the contractor hereby deposits with the City a certified check in the sum of \$1,426.00, which check is to guarantee the faithful performance of the attached contract in the same way and to the same extent as would the faithful performance bond had the same been executed.

Dated this 6th day of October, 1939.

Approved: D.L.AULT, City Attorney

by H.B.DANIEL, Asst. City

ELMER B. BELT
AN INDIVIDUAL DOING BUSINESS UNDER THE FIRM NAME
AND STYLE OF SQUIRES-BELT MATERIAL CO.

All sales agreements subject to accidents, fires, strikes or other conditions beyond our control.

C O N T R A C T

THIS AGREEMENT, made and entered into at the City of San Diego, State of California, this 6th day of October, 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 ELMER B. BELT, an individual doing business under the firm name and style of SQUIRES-BELT MATERIAL 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:

65 Tons "Tegal Ampco" sewer joint compound, as manufactured by Atlas Mineral Products Company of Pennsylvania, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 315615.

If said sewer joint compound is shipped by water, it shall come directly to the port of San Diego, and shall not move through any other Pacific Coast port.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

65 tons sewer joint compound @ \$85.00 per ton- - - - -	\$5,525.00
Plus California State Sales Tax- - - - -	165.75
	<u>\$5,690.75</u>

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 26th day of November, 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:

Five Thousand Six Hundred Ninety and 75/100 Dollars (\$5,690.75)
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 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. 70055 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 F.A.RHODES, City Manager.

ELMER B. BELT,
an individual doing business under the firm name
and style of SQUIRES-BELT MATERIAL COMPANY, Contractor.

I hereby approve the form of the foregoing contract, this 6th day of October, 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 Squires-Belt Material Company. Being Document No. 316071.

FRED W. SICK
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 this 18th day of September, 1939, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting by and through the City Manager thereof, party of the first part, and the COUNTY OF SAN DIEGO, acting by and through the Chairman of the Board of Supervisors thereof, party of the second part, WITNESSETH:

WHEREAS, the City of San Diego and the County of San Diego, as joint owners of the San Diego City and County Administration Building and Grounds, Civic Center Site, San Diego, California, are desirous of installing a sewer pump, together with the necessary appurtenances and connections thereto, on the Civic Center property, for the purpose of improving the sewage disposal facilities thereof;

NOW, THEREFORE, it is understood and agreed by and between the parties hereto that the party of the second part will purchase and furnish said sewer pump and all materials necessary to install and properly connect the same with the city sewer system, at its own cost, which said cost shall not exceed the sum of eighteen hundred dollars (\$1800.00).

It is further understood and agreed that the party of the first part will, at its own expense, install and adequately and properly connect said pump and all appurtenances and connections thereto, to said building and to the City sewer system.

IN WITNESS WHEREOF, this agreement is executed by the City Manager of the City of San Diego, thereunto duly authorized by resolution of the City Council of said City, and by the Chairman of the Board of Supervisors of the County of San Diego, thereunto duly authorized by resolution of the Board of Supervisors of said County, the day and year first hereinabove written.

THE CITY OF SAN DIEGO
By F.A.RHODES, City Manager.

COUNTY OF SAN DIEGO
By T. LeROY RICHARDS
Chairman of the Board of Supervisors of the
County of San Diego.

(SEAL)

I hereby approve the form of the foregoing agreement this 15th day of September, 1939.

D.L.AULT, City Attorney

By H.B.DANIEL, Assistant City Attorney.

I hereby approve the form of the foregoing agreement this 15th day of September, 1939.

JAMES B. ABBEY, District Attorney.

By CARROLL H. SMITH, Deputy District Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with County of San Diego for sewer pump at Civic Center. Being Document No. 315705.

FRED W. SICK

City Clerk of the City of San Diego, California.

By Helen M. Willig Deputy.

AGREEMENT

WHEREAS, A.H.Ebright, is the owner of Lot G Block 82 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 30 day of Sept., 1939, by A.H.Ebright that he will, for and in consideration of the permission granted him to remove 30 feet of curbing on 11th 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 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.

A.H.EBRIGHT

Owner's Name

1757 Front St.

Address.

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

On this 30 day of September, A.D. Nineteen Hundred Thirty-nine and Thirty-nine, before me, Don Dunann a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared A.E.Ebright 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.

DON DUNANN

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

(SEAL)

My Commission Expires,
May 28, 1941.

RECORDED OCT 4 1939 16 Min. past 9 A.M. In Book 945 At Page 436 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.

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 A.H.Ebright to City of San Diego, California. Being Document No. 315963.

FRED W. SICK

City Clerk of the City of San Diego, California.

By Helen M. Willig Deputy.

AGREEMENT

WHEREAS, Carlton Casebolt, owner, and H.C.Fenn, lessee is the owner of Lot 5 and 6, Block 234, Subdivision Middletown 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 Street; 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. 315914 suspended the provisions of said ordinance with respect to said property and has granted permission to the undersigned to erect a neon sign not closer than 4½ 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 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 ___ day of August, 1939 by Carlton Casebolt, and H.C.Fenn that they will, for and in consideration of the permission granted them to erect a Neon sign on the above described property not closer than 4½ feet from 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 Ordinance 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 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 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.

CARLETON CASEBOLT
Owner's Name
764 Contra Costa Ave., Berkeley, Cal.
Address

STATE OF CALIFORNIA,)
COUNTY OF ALAMEDA,)ss

On this 29th day of August in the year One Thousand Nine Hundred and Thirty-nine before me, Lemuel C. Cragholm a Notary Public in and for the County of Alameda, State of California, residing therein, duly commissioned and sworn, personally appeared Carleton Casebolt known to me to be the person described in and whose name is subscribed to the within instrument, and he 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.

(SEAL)

LEMUEL C. CRAGHOLM
Notary Public in and for said County of Alameda,
State of California.

H.C.FENN
Lessee's Name
4005 Pacific Blv'd.
Address

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

On this 31st day of August in the year one thousand nine hundred and Thirty-nine before me Ina B. Taylor a Notary Public in and for the County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared H.C.Fenn known to me to be the person 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, in the County of San Diego, the day and year in this certificate first above written.

(SEAL)

My Commission Expires,
Dec. 2, 1942.

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

RECORDED OCT 5 1939 31 Min. past 2 P.M. In Book 954 At Page 11 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 Agreement with Owner to move Building when Pacific Highway is Widened. Being Document No. 316042.

FRED W. SICK
City Clerk of the City of San Diego, California.

By Helen M. Willy Deputy.

BOND

KNOW ALL MEN BY THESE PRESENTS, That LOS ANGELES BRICK & CLAY PRODUCTS CO., 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 FOUR THOUSAND TWO DOLLARS (\$4002.00), 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 Seventh day of October, 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:

4,700	feet of 12" vitrified clay sewer pipe, B & S,
2,620	" " 15" " " " " " "
5,116	" " 18" " " " " " "
2,220	" " 21" " " " " " "

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:
R.G.CURTISS

LOS ANGELES BRICK & CLAY PRODUCTS CO.
By HENRY PRUSSING, Principal.

(SEAL)

MARYLAND CASUALTY COMPANY, Surety
By A.A. JAYNE, Jr. Attorney in Fact.

I hereby approve the form of the within Bond, this 10th day of October, 1939.

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

I hereby approve the foregoing bond this 10th day of October, 1939.

F.A.RHODES, City Manager

STATE OF CALIFORNIA,)
COUNTY OF _____,) ss.

On this 7th day of October in the year one thousand nine hundred and thirty-nine, before me Florence White a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared A.A.Jayne Jr. 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 A.A.Jayne Jr., 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) FLORENCE WHITE
Notary Public in and for said County and State.
My Commission Expires,
Nov. 29, 1942.

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 October, 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 LOS ANGELES BRICK & CLAY PRODUCTS CO., 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:

4,700 feet of 12" vitrified clay sewer pipe, B & S
2,620 " " 15" " " " " " "
5,116 " " 18" " " " " " "
2,220 " " 21" " " " " " "

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

4,700 feet of 12" vitrified clay sewer pipe, @ .556 per ft.	\$ 2,613.20
2,620 " " 15" " " " " " " " @ .93 " "	2,436.60
5,116 " " 18" " " " " " " " @ 1.30 " "	6,650.80
2,220 " " 21" " " " " " " " @ 1.73 " "	3,840.60
	<u>\$ 15,541.20</u>
Plus California State Sales Tax,	466.24
	<u>\$ 16,007.44</u>

Said Contractor agrees to make deliveries in the quantities, and at the times, directed by the City Manager of the City of San Diego.

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 sum, to-wit: Sixteen Thousand Seven and 44/100 Dollars (\$16,007.44), said payments to be made as follows:

Payment will be made for materials purchased in accordance with purchase orders and deliveries until ninety per cent (90%) of the materials to be purchased under the contract has been paid for. Payment for the final ten per cent (10%) of the materials 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 the expiration of the period within which liens may be filed under the provisions of Title IV, 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 to said 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. 70054 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 F.A.RHODES, City Manager.

LOS ANGELES BRICK & CLAY PRODUCTS CO.
By HENRY PRUSSING, Secy.
Contractor.

ATTEST:
R.G.CURTISS

I hereby approve the form of the foregoing contract, this 10th day of October, 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 Los Angeles Brick & Clay Products Co. for sewer pipe. Being Document No. 316182.
FRED W. SICK
City Clerk of the City of San Diego, California.

By Helen M. Willey Deputy.

AGREEMENT FOR MODIFICATION OF LEASE

THIS AGREEMENT, made and entered into this 5th day of October, 1939, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, first party, hereinafter sometimes referred to as the City, and RYAN AERONAUTICAL COMPANY, a private corporation organized and existing under and by virtue of the laws of the State of California, second party, hereinafter sometimes referred to as the Corporation, WITNESSETH:

WHEREAS, the City of San Diego, as lessor, heretofore, on the 7th day of April, 1939, entered into a lease of certain tidelands of said City, which said lease is on file in the office of the City Clerk of said City, bearing Document No. 313100, and recorded in Book 11, at page 3, et seq., Records of the City Clerk; and

WHEREAS, said City and said corporation are mutually desirous of amending and modifying said lease in certain particulars hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and the matters and things hereinafter recited, and the mutual consent of the parties, said above-described lease is hereby modified and amended in the following particulars, and none other:

(1) The description of the lands leased, as set forth under paragraph designated "First", beginning on page one of said lease, is hereby changed to read as follows:

Beginning at Station 458 on the U.S. combined Pierhead and Bulkhead Line, as said U.S. combined Pierhead and Bulkhead Line is now established for the Bay of San Diego; ~~thence south 68° 30' east along the Bay of San Diego;~~ thence south 68° 30' east along the said U.S. combined Pierhead and Bulkhead Line a distance of 891.95 feet to a point; thence north 22° 19' east a distance of 180.43 feet to the true point or place of beginning, said point being on a curve concave to the southwest having a radius of 2183.51 feet, the center of which bears south 8° 39' 42" west; thence leaving said curve north 22° 19' east a distance of 623.04 feet to a point; thence south 67° 41' east a distance of 550.0 feet to a point; thence south 31° 11' east a distance of 286.08 feet to a point; thence south 16° 02' 40" west a distance of 388.88 feet to a point; thence north 68° 30' west on a line parallel to and distant 235.0 feet northeasterly from the U.S. combined Pierhead and Bulkhead Line a distance of 338.15 feet to the point of beginning of a curve concave to the southwest having a radius of 2183.51 feet, the center of which bears south 21° 30' west; thence continuing northwesterly along the arc of said curve an arc distance of 489.26 feet to the true point or place of beginning, containing 436,455 square feet, or 10.02 acres, of tideland area.

Said above-described land being shown and designated upon the plat marked Exhibit "B" attached hereto and made a part of this agreement, and of said lease.

(2) The description of the lands as set forth under paragraph designated "Fourth," of said lease, beginning on page nine thereof, and designated as "Parcel No. 1," "Parcel No. 2," and "Parcel No. 3," is hereby changed to read as follows:

PARCEL NO. 1.

Beginning at Station 458 on the U.S. combined Pierhead and Bulkhead Line, as said U.S. combined Pierhead and Bulkhead Line is now established for the Bay of San Diego; thence south 68° 30' east along the said U.S. combined Pierhead and Bulkhead Line a distance of 891.95 feet to a point; thence north 22° 19' east a distance of 180.43 feet to the true point or place of beginning, said point being on a curve concave to the southwest having a radius of 2183.51 feet, the center of which bears south 8° 39' 42" west; thence northwesterly along the arc of said curve an arc distance of 63.33 feet to the point of compounding with a curve concave to the southwest having a radius of 28,449.55 feet, the center of which bears south 7° 00' west; thence continuing northwesterly along the arc of said compound curve an arc distance of 168.83 feet to a point; thence leaving said curve north 22° 19' east a distance of 683.96 feet to a point; thence south 67° 41' east a distance of 224.0 feet to a point; thence south 22° 19' west a distance of 623.04 feet to the true point or place of beginning, containing 146,059 square feet, or 3.353 acres, of tideland area.

PARCEL NO. 2.

Beginning at Station 458 on the U.S. combined Pierhead and Bulkhead Line, as said U.S. combined Pierhead and Bulkhead Line is now established for the Bay of San Diego; thence south 68° 30' east along the said U.S. combined Pierhead and Bulkhead line a distance of 891.95 feet to a point; thence north 22° 19' east a distance of 180.43 feet to a point, said point being on a curve concave to the southwest having a radius of 2183.51 feet, the center of which bears south 8° 39' 42" west; thence northwesterly along the arc of said curve an arc distance of 63.33 feet to the point of compounding with a curve concave to the southwest having a radius of 28,449.55 feet, the center of which bears south 7° 00' west; thence continuing northwesterly along the arc of said compound curve an arc distance of 168.83 feet to the true point or place of beginning; thence continuing northwesterly along the arc of said compound curve an arc distance of 213.10 feet; thence leaving said curve north 22° 19' east a distance of 742.26 feet to a point; thence south 67° 41' east a distance of 205.00 feet to a point; thence south 22° 19' west a distance of 683.96 feet to the true point or place of beginning, containing 146,527 square feet, or 3.364 acres, of tideland area.

PARCEL NO. 3.

Beginning at Station 458 on the U.S. combined Pierhead and Bulkhead Line, as said U.S. combined Pierhead and Bulkhead Line is now established for the Bay of San Diego; thence south 68° 30' east along the said U.S. combined Pierhead and Bulkhead Line a distance of 891.95 feet to a point; thence north 22° 19' east a distance of 180.43 feet to a point, said point being on a curve concave to the southwest having a radius of 2183.51 feet, the center of which bears south 8° 39' 42" west; thence northwesterly along the arc of said curve an arc distance of 63.33 feet to the point of compounding with a curve concave to the southwest having a radius of 28,449.55 feet, the center of which bears south 7° 00' west; thence continuing northwesterly along the arc of said compound curve an arc distance of 381.93 feet to the true point or place of beginning; thence continuing northwesterly along the arc of said compound curve an arc distance of 199.03 feet to a point; thence leaving said curve north 22° 19' east a distance of 798.05 feet to a point; thence south 67° 41' east a distance of 191.0 feet to a point; thence south 22° 19' west a distance of 742.26 feet to the true point or place of beginning, containing 146,553 square feet, or 3.364 acres, of tideland area.

Said above-described parcels of land being shown and designated upon the plat marked Exhibit "B" attached hereto and made a part of this agreement and of said lease.

(3) The plat marked Exhibit "A" attached to and made a part of said lease is hereby amended and supplemented by said plat hereto attached, marked Exhibit "B", showing the parcel of land leased, together with parcels of land designated as Parcels Nos. 1, 2 and 3, described in said lease, as hereby amended.

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 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 instrument when so executed shall be deemed effective from the date first hereinabove written.

This instrument is executed in two parts, each one of which shall be deemed an original.

THE CITY OF SAN DIEGO

By R.H. VanDEMAN

EMIL KLICKA

Members of the Harbor Commission of the City of San Diego.

(SEAL)

RYAN AERONAUTICAL COMPANY
By T. CLAUDE RYAN, Pres.
E.A.SMITH, Sec'y.

I hereby approve the form of the foregoing Agreement for Modification of Lease this 15th day of September, 1939.

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 for Modification of Lease with Ryan Aeronautical Co. Being Document No. 316228.

FRED W. SICK

City Clerk of the City of San Diego, California.

By Helen M. Willig Deputy.

FORM OF CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 10th day of October, 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, by and through its Council, hereinafter sometimes designated as the City, and B.G.Carroll and Harry L. Foster parties 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 Upas Street Pipe Line in the City of San Diego, State of California, being and as per Schedule Alternate "A" 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 September, 1939, marked "Document No. 315550", and endorsed Notice to Contractors, Instructions to Bidders, Proposal, Drawings and Specifications Upas Street Pipe Line said plans consisting of 4 sheets and said specifications consisting of 117 sheets; and addendum No. 1 and 2, 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 right 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>Trade or Occupation</u>	<u>Per Diem Wage 8 hours</u>
Auto Mechanics	\$ 6.00
Blacksmiths	6.00
Blade Men	6.00
Backfill Machine Operators	6.00
Bulldozer Operators	6.00
Carpenters	8.00
Caulkers	6.00
Cement Finishers	10.00
Clerks	6.00
Compressor Operators	10.00
Concrete Mixermen (10 c.f.capacity and under)	7.00

Concrete Spreaders	5.00
Concrete Tampers	5.00
Crane Operators	9.00
Dragline Operators	10.00
Drillers	7.00
Drill Sharpeners	6.00
Electricians	10.00
Hoist Operators	10.00
Laborers, Common	6.00
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)	10.00
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
Teamsters	5.00
Tractor Operators, over 50 H.P.,	10.00
Tractor Operators, 50 H.P. and under	6.00
Timekeepers	6.00
Trenching Machine Operators	10.00
Truck Drivers, under 15,500 pounds	5.44
Truck Drivers, over 15,500 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, when the same is permitted by law, one and one-half 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 time 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 hereunto set his hand the day and year first hereinabove written.

THE CITY OF SAN DIEGO
By P.J.BENBOUGH
FRED W. SIMPSON
L.F.WEGGENMAN
ADDISON E. HOUSH
A.E.FLOWERS
HARLEY E. KNOX
HERBERT E. FISH
Members of the Council.

(SEAL) ATTEST:
FRED W. SICK, City Clerk
By CLARK M. FOOTE, JR, Deputy.

B.G.CARROLL
HARRY L. FOSTER
Contractor

ATTEST: EVELYN I. FRASER
(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 14th day of October, 1939.
D.L.AULT, City Attorney
By H.B.DANIEL, Asst. City Attorney.

FORM OF FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That B.G.Carroll and Harry L. Foster as principal, and MASSACHUSETTS BONDING AND INSURANCE COMPANY a corporation organized and existing under and by virtue of the laws of the State of Massachusetts 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 Seven Thousand Twenty-six & 15/100 (\$107,026.12) (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 11th day of October, 1939.

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 the Upas Street Pipeline 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 September marked Document No. 315550 and endorsed; said plans consisting of 4 sheets, and said specifications consisting of 117 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, or 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 11th day of October, 1939, 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.

B.G. CARROLL and HARRY L. FOSTER, Principal
By B.G. CARROLL
HARRY L. FOSTER

ATTEST:
EVELYN I. FRASER

MASSACHUSETTS BONDING AND INSURANCE COMPANY,
Surety
By C.J. STAFFORD, Attorney-in-Fact

(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,) ss
COUNTY OF SAN DIEGO,)

On this 11th day of October in the year one thousand nine hundred and thirty-nine, before me Zelda B. Melancon, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared C.J. Stafford known to me to be the duly authorized Agent and Attorney-in-Fact of the MASSACHUSETTS BONDING AND INSURANCE COMPANY, the corporation whose name is affixed to the foregoing instrument; and duly acknowledged to me that he subscribed the name of the MASSACHUSETTS BONDING AND INSURANCE 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) ZELDA B. MELANCON
Notary Public in and for said County and State.
My Commission Expires,
Mar. 12, 1942.

I hereby approve the form of the within Bond this 14th day of October, 1939.
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 17th day of October, 1939,

(SEAL) ATTEST:
FRED W. SICK, City Clerk.

P.J. BENBOUGH
FRED W. SIMPSON
L.F. WEGGENMAN
ADDISON E. HOUSH
A.E. FLOWERS
HARLEY E. KNOX
HERBERT E. FISH

FORM OF LABOR AND MATERIALMEN'S BOND

KNOW ALL MEN BY THESE PRESENTS, That B.G. Carroll and Harry L. Foster as principal, and MASSACHUSETTS BONDING AND INSURANCE COMPANY a corporation organized and existing under and by virtue of the laws of the State of Massachusetts 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 Fifty-Three Thousand Five Hundred Fourteen & no/100 Dollars (\$53,514.00), (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 11th day of October, 1939.

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 the Upas Street 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 11th day of September, 1939, marked Document No. 315550 and endorsed; said plans consisting of 4 sheets and said specifications consisting of 117 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 Fifty-three Thousand Five Hundred Fourteen and no/100 Dollars (\$53,514.00), 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 effect 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 11th day of October, 1939, 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.

B.G.CARROLL and HARRY L. FOSTER, Principal
By B.G.CARROLL
HARRY L. FOSTER

ATTEST: EVELYN I. FRASER

MASSACHUSETTS BONDING AND INSURANCE COMPANY
Surety
By C.J.STAFFORD, Attorney-in-Fact

(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 11th day of October in the year one thousand nine hundred and thirty-nine, before me Zelda B. Melancon, a Notary Public in and for the said County and State, residing therein duly commissioned and sworn, personally appeared C.J.Stafford known to me to be the duly authorized Agent and Attorney-in-Fact of the MASSACHUSETTS BONDING AND INSURANCE COMPANY, the corporation whose name is affixed to the foregoing instrument; and duly acknowledged to me that he subscribed the name of the MASSACHUSETTS BONDING AND INSURANCE 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.

ZELDA B. MELANCON
Notary Public in and for said County and State.

(SEAL)
My Commission Expires,
Mar. 12, 1942.

I hereby approve the form of the within Bond this 14th day of October, 1939.

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 17th day of October, 1939.

(SEAL) ATTEST:
FRED W. SICK, City Clerk
By CLARK M. FOOTE, JR, Deputy.

P.J.BENBOUGH
FRED W. SIMPSON
L.F.WEGGENMAN
ADDISON E. HOUSH
A.E.FLOWERS
HARLEY E. KNOX
HERBERT E. FISH
Members of the Council

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with B.G.Carroll and Harry L. Foster for Upas Street Pipe Line. Being Document No. 316276.

FRED W. SICK
City Clerk of the City of San Diego, California.

By Helen M. Willis 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 twenty-two dollars (\$322.00), 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 October, 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 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:
C. C. MAY, Assistant 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 October, 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.

I hereby approve the form of the foregoing Undertaking this 11th day of October, 1939.

D.L.AULT, City Attorney
By JAMES J. BRECKENRIDGE
Deputy City Attorney.

I HEREBY CERTIFY that the Council of the City of San Diego did by Resolution No. 70019 passed and adopted on the 26th day of September, 1939, require and fix the sum of \$322.00 as the penal sum of the foregoing Undertaking.

FRED W. SICK
City Clerk of the City of San Diego.

(SEAL)

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

THIS AGREEMENT, made and entered into this 17th day of October, 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 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, 1939, to-wit, to and including August 16, 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 Mission Beach Lighting District No. 2", filed June 28, 1939, 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 and 08/100 dollars (\$1030.08) 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 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 fifty-seven and 52/100 dollars (\$257.52) 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 thirty and 08/100 dollars (\$1030.08) 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 thirty and 08/100 dollars (\$1030.08).

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 fifty-seven and 52/100 dollars (\$257.52), 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
FRED W. SIMPSON
L.F.WEGGENMAN
ADDISON E. HOUSH
HERBERT E. FISH
A.E.FLOWERS
HARLEY E. KNOX
Members of the Council.

(SEAL) ATTEST:
FRED W. SICK, City Clerk
By CLARK M. FOOTE, JR., Deputy.

I hereby approve the form of the foregoing Contract, this 11th day of October, 1939.

D.L.AULT, City Attorney
By JAMES J. BRECKENRIDGE
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 No. 2. Being Document No. 316277.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willis 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 4th day of October, 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 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.

(SEAL) ATTEST:

C. C. MAY, Assistant Secretary.

By A.E.HOLLOWAY, Vice Pres.

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 4th day of October, 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)

I hereby approve the form of the foregoing Undertaking this 11th day of October, 1939.

D.L.AULT, City Attorney

By JAMES J. BRECKENRIDGE, Deputy City Attorney

I HEREBY CERTIFY that the Council of the City of San Diego did by Resolution No. 70018 passed and adopted on the 26th day of September, 1939, require and fix the sum of \$282.00 as the penal sum of the foregoing Undertaking.

FRED W. SICK

(SEAL)

City Clerk of the City of San Diego.

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

THIS AGREEMENT, made and entered into this 17th day of October, 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:

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, 1939, to-wit, to and including August 13, 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 Ocean Beach Lighting District No. 1", filed June 28, 1939, 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:
C. C. MAY, Assistant Secretary

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
By A.E.HOLLOWAY, Vice Pres.

(SEAL) ATTEST:
FRED W. SICK, City Clerk
By CLARK M. FOOTE, JR, Deputy.

THE CITY OF SAN DIEGO
By P.J.BENBOUGH
FRED W. SIMPSON
L.F.WEGGENMAN
ADDISON E. HOUSH
HERBERT E. FISH
A.E.FLOWERS
HARLEY E. KNOX
Members of the Council.

I hereby approve the form of the foregoing Contract, this 11th day of October, 1939.

D.L.AULT, City Attorney
By JAMES J. BRECKENRIDGE
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. 316278.

FRED W. SICK
City Clerk of the City of San Diego, California

By Melan M. Willing Deputy.

L E A S E

THIS INDENTURE OF LEASE, made and entered into this 16th day of October, 1939, by and between THE CITY OF SAN DIEGO, a municipal corporation within 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 CONSOLIDATED AIRCRAFT CORPORATION, a private corporation organized and existing under and by virtue of the laws of the State of Delaware, as Lessee, hereinafter called "the Corporation," WITNESSETH:

That the City, lessor as aforesaid, does by these presents demise and lease unto the Corporation, lessee as aforesaid, upon the terms and conditions and for the purposes and uses hereinafter recited, and the Corporation hereby hires and accepts from the City, upon the terms and conditions and for the uses and purposes hereinafter recited, the property and appurtenances, rights and privileges, hereinafter set out, in and to and concerning or pertaining to 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 of California, entitled, "An Act conveying certain tide lands 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 providing for the government, management and control thereof," approved on the first day of May, 1911, and as subsequently amended, said property, rights and privileges being particularly described as follows, to-wit:

FIRST:

Beginning at a point on the southwesterly prolongation of the northwesterly line of Quince Street distant 308 feet from the southwesterly line of California Street; thence northwesterly on a line parallel to and distant 308 feet southwesterly from the southwesterly line of California Street a distance of 310.5 feet to a point; thence south 53° 29' 10" west a distance of 384.52 feet to the true point or place of beginning; thence continuing south 53° 29' 10" west a distance of 215.47 feet to a point; thence north 68° 16' 30" west a distance of 190.02 feet to a point; thence north 36° 30' 50" west on a line parallel to and distant 1008 feet southwesterly from the southwesterly line of California Street a distance of 2192.97 feet to a point; thence north 43° 00' 55" east a distance of 504.67 feet, more or less, to a point on a curve concave to the southwest having a radius of 3542 feet and the center of which bears south 33° 57' 28" west; thence southeasterly along the arc of said curve an arc distance of 220.94 feet to a point; thence leaving said curve south 8° 52' 05" east a distance of 654.21 feet to a point; thence south 36° 30' 50" east on a line parallel to and distant 748 feet southwesterly from the southwesterly line of California Street a distance of 1560.25 feet to a point; thence south 66° 30' 50" east a distance of 110.95 feet to the true point or place of beginning, containing a tideland area of 752,903 square feet, or 17.2843 acres.

Said above described land being shown and designated by the area cross-hatched upon Drawing No. 123B, marked Exhibit "A", attached hereto and made a part of this lease.

SECOND:

The full and free, non-exclusive, use, in common with others, of the municipal landing field and airport known as Lindbergh Field as it now exists, or as it may be extended, enlarged or improved; its ramps, runways, taxiways, passage ways, its boundary and flood lights, beacons, ceiling lights, aids, conveniences and other appurtenances as they each now exist, or be later provided, for flying purposes, and as a day and night port, landing field and terminal for aircraft and vehicles; and the City covenants that it will exercise ordinary care to maintain and preserve said landing field and facilities in reasonably safe and adequate condition during the full term of this lease, and any extension thereof.

THIRD:

Subject to all rules and regulations in force applicable to the maintenance and operation of said Lindbergh Field, the full and free access, ingress and egress to and from the leased premises, landing field, radio station, ramps, runways, and the convenient public roads and ways, for its employees, patrons, invitees, vehicles, aircraft, service connections and mobile fueling equipment.

TO HAVE AND TO HOLD the said premises and appurtenances, together with the rights and privileges expressed herein, or necessarily inferred therefrom, unto the said CONSOLIDATED AIRCRAFT CORPORATION, for the period of years commencing on the 16th day of October A.D., 1939, and extending to the 30th day of June, A.D. 1983, at and for the rental of Seven Hundred and Fifty Dollars (\$750.00) per year, payable yearly in advance on or before the first day of each year of said term, the first payment payable on or before the 16th day of October, A.D. 1939.

In addition to the foregoing provisions, it is hereby agreed that this lease is granted and accepted upon the further terms and conditions following:

(1) That the demised premises shall be used principally for the purpose of manufacturing, repairing, storing, operating and selling aircraft and related products, and for any purposes connected therewith or incident thereto.

(2) That any buildings or structures erected upon the leased premises shall be in accordance with all valid city ordinances and regulations having application thereto, and that the plans therefor shall be, prior to the erection of such buildings or structures, submitted to and approved by the Harbor Commission of said City.

That the Corporation will permit the authorized representatives or officers of the City and of the Harbor Commission of said City to enter upon the premises during the usual business hours for purposes of inspection.

That the Corporation, its agents and employees, will observe and obey such valid rules and regulations as may be promulgated and uniformly enforced by the proper Federal, State and City Officers or departments, to insure the safe, orderly and convenient conduct of aerial operations upon and from the said airport.

(3) That in the use of said Lindbergh Field, as hereinabove provided, the Corporation shall be subject to all reasonable 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, the charter and ordinances of The City of San Diego, applicable to the operation of airports and/or aircraft and/or to the leasing of tide lands by said City.

(4) That said Corporation shall at all times carry fire equipment and apparatus satisfactory to the Harbor Commission.

(5) The Corporation shall indemnify and keep the City harmless from any claims, costs or judgments proximately resulting from its operations and occupancy under the terms hereof; provided, however, that prompt notice of any such claim as may be filed with the City shall be given to the Corporation, and it shall be afforded the timely privilege and option of defending same.

(6) All buildings, structures and improvements placed by the Corporation on said premises, and all equipment installed on said premises by the Corporation, and all field equipment furnished by the Corporation at its expense, shall remain the property of the Corporation, and upon the termination of this lease, said buildings, improvements, structures and equipment shall be removed from said premises by the Corporation, or otherwise disposed of, within a reasonable time after termination hereof; subject, however, to any constitutional, statutory or contract lien which the City may have for unpaid rents or charges.

(7) The Corporation shall use, during the entire term of this lease, the premises hereby leased as a part of its main aircraft manufacturing plant now operated and maintained upon lands contiguous to the premises hereby leased, which said contiguous lands were heretofore leased by the City of San Diego to said Corporation.

If the Corporation shall fail to comply with the requirements of this condition, or shall at any time during the term of this lease and any extension or renewal thereof, discontinue the use of said premises for the purposes herein contemplated, or shall establish or maintain its main manufacturing plant or operations elsewhere, the City shall have the right, as its sole and exclusive remedy, upon sixty (60) days' written notice, to terminate this lease and all rights and privileges granted hereunder, save and except the right of the Corporation to remove buildings, improvements, structures and equipment that it may have theretofore placed upon said premises; provided, further, that the Corporation shall at any time prior to the expiration of this lease, and any extension or renewal thereof, anything to the contrary in this lease notwithstanding, have the right, at its election, to surrender to the City this lease and all of its rights hereunder, save and except the right of the Corporation to remove buildings, improvements, structures and equipment that it may have theretofore placed upon said premises, upon payment to the City of all rentals accrued to the date of such surrender, without any further liability on the part of the Corporation. In event of such surrender, however, the Corporation shall have no claim upon the City for the rebate or return of any amount of rent theretofore paid by it hereunder.

(8) Neither the whole nor any portion of this lease shall be assignable or transferable, nor shall any portion in excess of a total of twenty per cent (20%) of the entire area hereby leased be sublet, without the consent of the Harbor Commission of said City evidenced by resolution duly and regularly adopted by said Commission. Provided, however, that said Harbor Commission shall not refuse or withhold its approval to an assignment or transfer of this lease to an assignee conducting an aircraft manufacturing business similar to that conducted or to be conducted on the leased premises by said Corporation, and whose financial standing and responsibility is at least equal to the present financial standing and responsibility of the Lessee herein.

(9) In event of breach by the Corporation of any of the covenants herein contained, the City may serve notice in writing upon the Corporation that if such breach is not cured within a sixty (60) day period the City may declare this lease at an end, and upon such a declaration by the City of its termination of this lease, the said Corporation shall remove from the said demised premises and have no further right or claim thereto, and the City shall immediately thereupon, without recourse to the Courts, have the right to take possession of said premises, and said Corporation shall forfeit all rights and claims thereto and thereunder; provided, however, that in the event of a termination of this lease as in this paragraph provided, the Corporation may within such reasonable time as the Harbor Commission may designate, remove all buildings, improvements, structures and equipment and other personal property of the Corporation from the premises herein leased, or otherwise dispose of the same; provided, further, that no such termination shall in any wise relieve the Corporation from the obligation to pay any rentals and charges accrued and unpaid up to the time hereof.

(10) If at any time during the term of this lease the tenancy hereunder shall interfere with the use of any of the tide lands of San Diego Bay lying bayward of the bulkhead line as now established, for navigation, commerce and fisheries, or in any manner become inconsistent with the trusts under which the said tide lands are held from the State of California, the City shall have the right to terminate this lease upon one year's notice and the payment to the Corporation of reasonable compensation, which shall be based upon and limited to compensation for the actual value at the time of the termination of this lease of such buildings, structures and physical improvements placed upon the demised premises by the Corporation, as are authorized or permitted under the terms of this lease, and shall not be held to include or require compensation to be paid in any amount to said Corporation for any damage to or interference with, or loss of business or franchise, occasioned by any such termination.

(11) The City reserves the right to lay and maintain water or sewer pipes across any of the premises occupied or to be occupied by the Corporation hereunder, provided that said Corporation shall not be disturbed in the possession and use of said premises to any greater degree than may be necessary for such purposes.

(12) Reference is hereby made to all laws as now existing and as hereafter amended or enacted applicable to the leasing of tide lands 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.

(13) The City shall gradually improve Lingbergh Field and increase the ground area thereof, in accordance with the official plans and program as the same now exists, for the full and free, non-exclusive use, of the Corporation, in common with others, of the said field, for flying activities during the full term of this lease, together with any extension thereof.

(14) The City shall allow no buildings or flying obstructions to be erected on the field side of the premises herein leased.

It is further understood and agreed that at any time within a period of ten (10) years from the date of this lease the Corporation shall, provided, it is not then in default as to any of the terms and conditions herein contained, have the right, at its option, to have added to the premises hereby leased, subject to all of the terms and conditions of this lease, and made a part of this lease, an additional area of land, which said additional area is described as follows;

Beginning at a point on the southwesterly prolongation of the northwesterly line of Quince Street distant 308 feet from the southwesterly line of California Street; thence northwesterly on a line parallel to and distant 308 feet southwesterly from the southwesterly line of California Street, a distance of 310.5 feet to a point; thence south 53° 29' 10" west a distance of 599.99 feet to a point; thence north 68° 16' 30" west a distance of 190.02 feet to the true point or place of beginning; thence continuing north 68° 16' 30" west a distance of 569.93 feet to a point; thence north 36° 30' 50" west on a line parallel to and distant 1308 feet southwesterly from the southwesterly line of California Street a distance of 2180.71 feet to a point; thence north 28° 49' 59" east on a line parallel to and distant 100 feet southeasterly from the southwesterly prolongation of the southeasterly line of Harasthy Street a distance of 477.73 feet, more or less, to its 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 southeasterly following along the said mean high tide line the following courses: First south 70° 25' 10" east a distance of 58.249 feet, more or less; thence south 73° 09' 40" east a distance of 100.186 feet; thence south 62° 12' 10" east a distance of 100.855 feet; thence south 77° 08' 10" east a distance of 100.855 feet; thence south 77° 55' 10" east a distance of 101.046 feet; thence south 73° 37' 10" east a distance of 46.178 feet, more or less, to an intersection with the arc of a curve concave to the southwest having a radius of 3542 feet, the center of which bears south 30° 59' 33" west; thence southeasterly along the arc of said curve an arc distance of 183.31 feet to a point; thence leaving said curve south 43° 00' 55" west a distance of 504.67 feet to a point; thence south 36° 30' 50" east on a line parallel to and distant 1008 feet southwesterly from the southwesterly line of California Street a distance of 2192.97 feet to the true point or place of beginning, containing 954,438 square feet, or 21.9109 acres of tideland area;

SUBJECT, however, to existing leases which shall not be renewed by the City, the rental therefrom meantime to go to and be retained by the City.

Said above described land being shown and designated as Parcel No. 2, shaded in blue, upon Drawing No. 123B, marked Exhibit "A", attached hereto and made a part of this lease.

It is understood and agreed that in event the Corporation shall exercise its option to take the additional area hereinabove described, the Corporation shall, in addition to the rental of Seven Hundred and Fifty Dollars (\$750.00) per year herein reserved, pay to the City an additional amount proportionate to said rental.

It is further understood and agreed that the City does hereby reserve a right of way and easement over and across that portion of the optioned premises hereinabove described for the extension of Water Street, as the same now exists, to form a junction with Pacific Highway in the vicinity of Bean Street. Said right of way and easement hereby reserved is the same width as said Water Street.

It is further understood and agreed that unless this lease shall have been terminated for a cause herein provided, upon the expiration of the term hereby granted the Corporation shall, provided it is not then in default as to any of the terms or conditions herein contained, have the right to a renewal of this lease, upon the same terms and conditions and for the same purposes and uses, for an additional period of fifty (50) years; provided, further, that if the Corporation shall desire and intend to avail itself of the right to such renewal, it shall notify the City in writing thereof at least one (1) year prior to the expiration of the term of this lease, and not more than five (5) years nor less than two (2) years prior to the expiration of the term hereby granted the City shall notify the Corporation in writing of the provisions of this paragraph. The failure of the Corporation to give said notice of renewal shall relieve the City from any obligation to make such renewal, provided the City has itself given the notice to the Corporation herein provided for.

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, and this instrument when so executed shall be deemed effective from the date first hereinabove written. This instrument is executed in duplicate, both of which shall be deemed originals.

THE CITY OF SAN DIEGO

By R.H.VANDEMAN

EMIL KLICKA

Members of the Harbor Commission
of the City of San Diego.

CONSOLIDATED AIRCRAFT CORPORATION

By R.H.FLEET, President.

(SEAL) ATTEST:

R.A. STANBERRY, Secretary.

I hereby approve the form of the foregoing Lease this 13th day of October, 1939.

D.L.AULT, City Attorney

By H.B.DANIEL, Assistant City Attorney.

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

On this 17th day of October, A.D. Nineteen Hundred and Thirty-nine, before me, Zola E. Gartner, a Notary Public in and for the County of San Diego, State of California, personally appeared R.H.VanDeman and Emil Klicka, known to me to be members of the Harbor Commission of the City of San Diego, and known to me to be the persons who executed the foregoing instrument for and on behalf of the City of San Diego, and they each acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal, in the County of San Diego, State of California, on the day and year first hereinabove written.

ZOLA E. GARTNER

(SEAL)

My Commission Expires July 8, 1943.

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 Lease with Consolidated Aircraft Corporation. Being Document No. 316279.

FRED W. SICK
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 COAST ELECTRIC COMPANY, 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 SIX HUNDRED NINETY-EIGHT DOLLARS (\$698.00), 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 October, 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 4,176 linear feet of saturated-paper-insulated lead-covered cable, 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:

L.B.KINKEL

COAST ELECTRIC COMPANY, Principal
By C.A.PEACE, V.PRES.

HARTFORD ACCIDENT & INDEMNITY COMPANY, Surety
By GEO. H. MURCH, Attorney-in-Fact.

(SEAL) ATTEST:
J. HAWKINS

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

On this 13th day of October, before me, Marston Burnham, in the year one thousand 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.

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 _____ day of _____, 1939.
D.L.AULT, City Attorney

I hereby approve the foregoing bond this _____ day of _____, 1939.
F.A.RHODES, 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 October, 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 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:

ITEM 1:
2914 ft. 74 pr. (29 pr. #16 AWG and 45 pr. #19 AWG) solid, TWSP,
.210 mf. and .175 mf. average grounded EC per mile, 8/64" lead,
1/4% antimony, in lengths of 1111 ft., 993 ft., and 810 ft.,

ITEM 2:
1262 ft. 40 pr. (15 pr. #16 AWG and 25 pr. #19 AWG) solid, TWSP,
.210 mf. and .175 mf. average grounded EC per mile, 8/64" lead,
1/4% antimony, in lengths of 593 ft., and 669 ft.

All in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 315756.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

ITEM 1, 2914' saturated-paper-insulated lead covered cable,
@ \$688.00 per m' \$ 2,004.83
ITEM 2, 1262' saturated-paper-insulated lead covered cable,
@ \$468.00 per m' \$ 590.61

Plus California State Sales Tax \$ 77.86
Plus the sum of \$ 117.00
\$ 2,790.30

to be paid by the contractor to the City upon the return of reels to said contractor, as follows:

ITEM	LENGTH	SIZE REEL	PRICE EACH
1	1111 ft.	66"	\$30.00
1	993 ft.	66"	\$30.00
1	810 ft.	60"	\$25.00
2	593 ft.	48"	\$16.00
2	669 ft.	48"	\$16.00

upon the following conditions:

"All such reels returned in good condition, reasonable wear and tear excepted, freight collect to point of origin within 12 months from date of original shipment from the factory, will be credited at the price originally charged. Reels requiring repairs will be accepted at the op-

tion of the seller, in which case a reasonable charge for repairs will be deducted from the credit allowance. Reels returned after twelve months from date of original shipment will be accepted for credit under the same conditions as above but subject to a deduction if such reels are returned in a depreciated condition. On all such reels returned after twelve months from date of original shipment, however, the seller reserves the right to allow no credit for reels which are in a condition unsatisfactory to the seller, or which in the seller's opinion have become partly or wholly obsolete due to changes in seller's manufacturing and shipping standards or methods. There will be no charge made for wood lagging and no credit will be allowed for return of wood lagging.

Said contractor agrees to begin delivery of said material within 5 days from and after the date of the execution of this contract, and to complete said delivery on or before the day of , 193 .

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:

TWO THOUSAND SEVEN HUNDRED NINETY and 30/100 DOLLARS (\$2,790.30); 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. 70101 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 F.A.RHODES, City Manager.

COAST ELECTRIC COMPANY, Contractor
By C.A.PEACE, V. PRES.

(SEAL) ATTEST:
L.B.KINKEL

I HEREBY APPROVE the form of the foregoing contract, this 17th day of October, 1939.
D.L.AULT, City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Coast Electric Co. for lead covered cable. Being Document No. 316282.

FRED W. SICK

City Clerk of the City of San Diego, California.

By Helen M. Wilhig Deputy.

A G R E E M E N T

WHEREAS, D.Y.Elander and Lenora E. Elander, are the owners of Lot 11 Block 253 Subdivision Middletown 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 Street; and,

WHEREAS, the undersigned has heretofore applied to the Council of the City of San Diego for a special permit to erect an addition to 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. 70036 suspended the provisions of said ordinance with respect to said property and has granted permission to the undersigned to erect an addition to a building to 21 ft. 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 addition 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 26th day of September, 1939, by D.Y. Elander and Lenora E. Elander that they will, for and in consideration of the permission granted them to erect an addition building on the above described property to 21 ft. from the front property line, bind themselves to, and do hereby by these presents agree, to move any addition 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 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 them to move said addition building to the line designated; that they will move said addition building 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.

D.Y.ELANDER, SR.
LENORA E. ELANDER
Owner's Name

Address

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)

On this 27th day of September, A.D. Nineteen Hundred and thirty-nine before me, Clark M. Foote, Jr. a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared D.Y. Elander Sr. and Lenora E. Elander 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)

CLARK M. FOOTE, JR
Notary Public in and for the County of San Diego,
State of California.

RECORDED OCT 16 1939 38 Min. past 9 A.M. In Book 949 At Page 267 of Official Records, San Diego Co., Cal. Recorded At Request of City Clerk.

ROGER N. HOWE, County Recorder

By Deputy H. ZERVAS

W.J. McCARTHY

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 Agreement with Owner D.Y. & Lenora E. Elander to move building when Pacific Highway is widened. Being Document No. 316187.

FRED W. SICK
City Clerk of the City of San Diego, California.

By Helen M. Willig Deputy.

AGREEMENT FOR EASEMENT AND RIGHT OF WAY

BRUCE WARING and MADGE BLUNT WARING, husband and wife, parties of the first part, CITY OF SAN DIEGO, party of the second part,

THIS AGREEMENT, made and entered into this 23d day of August, 1926, by and between BRUCE WARING and MADGE BLUNT WARING, husband and wife, parties of the first part, and the CITY OF SAN DIEGO, a municipal corporation, party of the second part,

FOR THAT WHEREAS, the party of the second part is a municipal corporation located in the County of San Diego, State of California, and is the owner of a certain water system for the development, impounding and distributing of water for municipal purposes in the City of San Diego in said state; and

WHEREAS, said second party is, for the purpose of improving its water system and increasing its capacity and facilities for impounding and conserving and distributing water, desirous of putting in an additional water main to pass over and across the lands of the parties of the first part, hereinafter described;

NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties hereto, that the party of the second part shall have, and it is hereby granted, the Right of Way for said pipe line, and the right to the use of the lands hereinafter described, together with the right of ingress and egress for the purpose of making surveys, locating, putting down, constructing, reconstructing, maintaining, operating and repairing of said pipe line and tap thereon, to said second party, and for all other purposes and uses as are or may become necessary and incidental to the construction, maintenance and operation of said City's pipe line, and to its successors and assigns forever.

Said Right of Way and Easement to pass over and through a portion of Lots 70 and 69 of the Rancho Mission of San Diego, according to referee's partition map in action entitled, "San Diego Realty Company, a corporation, versus Maria Y. Olvera de Toro et al", and numbered 15191, and extending for a width of ten (10) feet on each side of the pipe line as the same may be finally located; provided, however, and this grant is upon condition, that final surveys for said pipe line shall be completed within sixty (60) days from date hereof and thereupon a supplemental agreement shall be made between the parties hereto, specifically describing said pipe line as so located.

This Agreement on the part of the said parties of the first part is made upon the following conditions and stipulations, to-wit:

That the said parties of the first part do not waive or release any riparian rights pertaining to said land.

That the said party of the second part shall extend one of its water pipes to be so located as to do the least damage consistent with good engineering, and wherever any property shall be destroyed or damaged it shall be paid for at its actual value.

That the said party of the second part shall install at its own expense at such point or location as may be selected by first parties and when selected by first parties one tap sufficient in diameter to supply, when said pipe line is filled, Six hundred and Eighty-five (685) gallons per minute, from which water may be drawn by said parties of the first part upon paying the same rate, and subject to like conditions, rules and regulations, as those fixed and made applicable, from time to time, to other consumers obtaining supply of water from said pipe line, which regulations shall at no time be more stringent than those applicable to the consumers in the City of San Diego.

That the said parties of the first part agree to erect no buildings and plant no trees upon the right of way hereinabove described.

The party of the second part shall place said water pipe beneath the surface of the ground to a depth of not less than eighteen (18) inches to two (2) feet, leaving the best soil on top.

It is mutually understood and agreed by parties hereto that in the event the said party of the second part fails to install and place the said main water pipe line as hereinabove provided, across the above described real estate on or before the first day of August, 1927, then this agreement of easement shall cease and determine and become void, and be of no force or effect.

IN WITNESS WHEREOF parties of the first part have hereunto set their hands and a majority of the members of the Common Council of said City of San Diego have hereunto set their hands as and for the act of said City, the day and year first hereinabove written.

BRUCE WARING
Party of the first part.
MADGE BLUNT WARING
Party of the first part.

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

CITY OF SAN DIEGO
By VIRGILIO BRUSCHI
JNO. A. HELD
L.C. MAIRE
DON M. STEWART

Approved as to form this 23rd day of August, 1926.

S.J. HIGGINS, City Attorney.

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

On this 21st day of April, 1926, before me, J.W. CHRISWELL a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Bruce Waring and Madge Blunt Waring personally known to me to be the persons whose names subscribed to the within instrument, and they duly 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 the County of San Diego, the day and year in this certificate first above written.

J.W. CHRISWELL

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

(SEAL)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Bruce Waring et ux for Right of Way for water pipe line. Being Document No. 316283.

FRED W. SICK

City Clerk of the City of San Diego, California.

By Helen M. Willyg Deputy.

AGREEMENT

WHEREAS, General Petroleum Corporation of California, is the Lessee of Easterly 100 ft. of Lots 25, 26, 27 and 28 Lot _____ Block 205 Subdivision University Heights, City of San Diego, County of San Diego, State of California, Map Book 8, Page 36 et seq. of Lis Pendens. 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 October, 1939, by General Petroleum Corp. that we will, for and in consideration of the permission granted to remove 118.0 feet of curbing on University - Kansas 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 we 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 General Petroleum Corp. of Cal., 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.

GENERAL PETROLEUM CORP. OF CAL.
STEWART J. STRONACH, CONST. SUPT.
Owner's Name
2525 E. 37th St. Los Angeles, Cal.
Address.

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

On this 9th day of October, A.D. Nineteen Hundred and thirty-nine, before me, Brown Kendrick a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Stewart J. Stronach 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 Los Angeles, County of San Diego, State of California, the day and year in this certificate first above written.

BROWN KENDRICK

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

(SEAL)

My Commission Expires,
1-3-40.

RECORDED OCT 20 1939 17 Min. past 10 A.M. In Book 960 At Page 109 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 General Petroleum Corp. to City of San Diego. Being Document No. 316326.

FRED W. SICK

City Clerk of the City of San Diego, California.

By Helen M. Willyg Deputy.

BOND

KNOW ALL MEN BY THESE PRESENTS, That R.E. HAZARD & SONS, a corporation, as Principal and PACIFIC INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of California, having its offices and principal place of business at Los Angeles, 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 FORTY-FIVE DOLLARS (\$745.00), 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 October, 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 hollow reinforced concrete blocks sufficient to construct a wall 2,000 feet long, 10 feet high and 8 inches in width, 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:
L.P.HAYARD

R.E.HAZARD & SONS, Principal
R.E.HAZARD, Pres.

PACIFIC INDEMNITY COMPANY, Surety
By R.D.SPICER, Attorney-in-Fact.

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

On this 10th day of October in the year one thousand nine hundred and Thirty-nine, before me, Tula Aaberg a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared, R.D.Spicer 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 R.D.Spicer 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.

I hereby approve the form of the within Bond, this 10th day of October, 1939.

D.L.AULT, City Attorney
By JAMES J. BRECKENRIDGE, Deputy City Attorney

I hereby approve the foregoing bond this 10th day of October, 1939.

F.A. RHODES, 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 October, 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 R.E.HAZARD & SONS, 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;

"Hollo-stone" reinforced concrete blocks, in quantity sufficient to construct a wall 2,000 feet long, 10 feet high and 8 inches in width, in accordance with the specifications therefor on file in the office of the City Clerk under Document No. 315607.

Delivery f.o.b. plant foot of Sixth Street, 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:

Two Thousand Nine Hundred Eighty Dollars (\$2980.00).

Said price includes the California State Sales Tax.

Said contractor agrees to begin delivery of said material within ten (10) days from and after the date of the execution of this contract, and to complete said delivery on or before forty (40) days thereafter.

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:

Two Thousand Nine Hundred Eighty Dollars (\$2980.00), 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. 70056 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 F.A.RHODES, City Manager.

(SEAL) ATTEST:
L.P.HAYARD

R.E.HAZARD & SONS, Contractor
By R.E.HAZARD, Pres.

I hereby approve the form of the foregoing contract, this 19th day of October, 1939.

D.L.AULT, City Attorney
By JAMES J.BRECKENRIDGE, Deputy 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 Hollow Concrete Blocks for Stadium Wall. Being Document No. 316346.

FRED W. SICK
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 1st day of October, 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 PHIL D. SWING, an attorney, of said City, party of the second part, WITNESSETH:

THAT WHEREAS, the City of San Diego has by Resolution No. 69977, adopted September 19, 1939, determined that it is to the best interests of the City of San Diego to employ the services of Mr. Phil D. Swing, 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 1939-1940, as hereinafter provided; and

WHEREAS, the said Phil D. Swing is willing to undertake said employment upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual promises herein contained, and for other good and valuable considerations, it is agreed as follows:

(1) That the party of the first part, by these presents, employs and retains the party of the second part for the balance of the fiscal year 1939-1940, beginning on the 15th day of September, 1939, and ending on the 30th day of June, 1940, 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 three hundred dollars (\$300.00) per month, which amount shall include the conduct of the trial of the case, entitled, "The City of Coronado, vs. The City of San Diego, et al, plus twenty-five dollars (\$25.00) per day for each and every day spent in court in the actual trial of a case or cases for the City having to do with city water litigation (excepting, however, the above described Coronado case), and plus such necessary expenses as may be incurred by such counsel while engaged in the actual trial of cases outside the County of San Diego, same to be paid out of the Water Revenues of the City of San Diego for the fiscal year 1939-1940, made available for that purpose; the total amount ascertained at this time for such services being the sum of two thousand eight hundred fifty dollars (\$2,850.00); said payments payable in equal monthly installments for the balance of said current fiscal year.

(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. 69977, adopted by the Council of said City on the 19th day of September, 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 F.A.RHODES, City Manager

PHIL D. SWING
Party of the Second Part.

I hereby approve the form of the foregoing Contract this 1st day of October, 1939.
D.L.AULT, City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement for services of Phil D. Seing as Special Water Counsel. Being Document No. 316381.

FRED W. SICK
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 UNIVERSAL MOTOR COMPANY, Oshkosh, Wisconsin, LOMBARD SMITH COMPANY, Representatives, as Principal and NATIONAL SURETY CORPORATION, NEW YORK, N.Y. 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 FOURTEEN DOLLARS (\$314.00), 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 October, 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 1 - automatic gasoline motor driven generator 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.

UNIVERSAL MOTOR COMPANY,
By LOMBARD SMITH COMPANY, Representatives.
By ROYEL G. KLIEFORTH, Pres & Treas.
Principal.

(SEAL) ATTEST:
LOUIS CARPENTER

(SEAL) ATTEST:
V.L.ADAMS

NATIONAL SURETY CORPORATION, Surety
By D.D.HARMON, JR. Attorney-in-Fact.

I hereby approve the form of the within Bond, this 20th day of October, 1939.

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

I hereby approve the foregoing bond this 20th day of October, 1939.

F.A.RHODES, City Manager.

NATIONAL SURETY CORPORATION PROTECTION

KNOW ALL MEN BY THESE PRESENTS, That NATIONAL SURETY CORPORATION, a Corporation duly organized and existing under the laws of the State of New York, and having its principal office in the City of New York, N.Y., hath made, constituted and appointed, and does by these presents make, constitute and appoint R.L.Harmon, D. D. Harmon, Jr., and John R. Sawtell, Any two jointly, of Oshkosh, and State of Wisconsin its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings, and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the common seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following provisions of the By-Laws of the NATIONAL SURETY CORPORATION:

"ARTICLE XII. RESIDENT OFFICERS AND ATTORNEYS-IN-FACT.

"Section 1. The President, Executive Vice-President or any Vice-President may, from time to time, appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact to represent and act for and on behalf of the Corporation and the President, Executive Vice-President or any Vice-President, the Board of Directors or the Executive Committee may at any time suspend or revoke the powers and authority given to any such Resident Vice-President, Resident Assistant Secretary or Attorney-in-Fact, and also remove any of them from office.

"Section 4. ATTORNEYS-IN-FACT. Attorneys-in-Fact may be given full power and authority, for and in the name and on behalf of the Corporation, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings, and any and all notices and documents cancelling or terminating the corporation's liability thereunder, and any such instrument so executed by any such Attorney-in-Fact shall be as binding upon the Corporation as if signed by the President and sealed and attested by the Secretary.

"Section 7. ATTORNEYS-IN-FACT. Attorneys-in-Fact are hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, or other conditional or obligatory undertakings, and they are also authorized and empowered to certify to copies of the By-Laws of the Corporation or any Article or Section thereof.

IN WITNESS WHEREOF, the NATIONAL SURETY CORPORATION has caused these presents to be signed by its Vice-President, attested by its Assistant Secretary, and its corporate seal to be hereto affixed this 5th day of December, A.D. 1938.

NATIONAL SURETY CORPORATION
By S.G.DRAKE, Vice-President.

(SEAL) ATTEST:
A.N.MacDOUGALL, Assistant Secretary.

STATE OF NEW YORK,)
COUNTY OF NEW YORK,) ss

On this 5th day of December, A.D., 1938, before me personally came S.G.Drake, to me known, who, being by me duly sworn, did depose and say, that he resides in the City of New York; that he is Vice-President of the NATIONAL SURETY CORPORATION, the Corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that he signed his name thereto by like order. And said S.G.Drake further said that he is acquainted with A.N.MacDougall and knows him to be an Assistant Secretary of said Corporation; and that he executed the above instrument.

M.M.MILLER, Notary Public

STATE OF NEW YORK,)
COUNTY OF NEW YORK,) ss

I, A.T.Hunt Resident Assistant Secretary of the NATIONAL SURETY CORPORATION, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said NATIONAL SURETY CORPORATION, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of New York, N.Y., this 5th day of October, A.D. 1939.

A.T.HUNT, Resident Assistant 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 20th day of October, 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 UNIVERSAL MOTOR COMPANY, LOMBARD SMITH COMPANY, Representatives, party of the second part, and hereafter 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 - Gasoline engine driven Generator,
#12500 BL, with remote control, switchboard,
automatic transfer switch trickle charger and
storage battery; 10 KVA, 80% P.F., 3 Ph, 240 V.
60 Cycle engine, and Simplex Voltage regulator,

All in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 315467.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

One Thousand Two Hundred Fifty-two and 56/100 Dollars (\$1252.56)

Said price includes the California State Sales Tax.

Said contractor agrees to begin delivery of said material within 4 to 5 weeks from and after the date of the execution of this contract, and to complete said delivery on or before the 10th day of December, 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:

One Thousand Two Hundred Fifty-two and 56/100 Dollars (\$1252.56),
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. 70009 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 F.A. RHODES, City Manager.

UNIVERSAL MOTOR COMPANY,
LOMBARD SMITH COMPANY, Representatives,
By ROYEL G. KLIEFORTH, Pres. & Treas.
Contractor.

(SEAL) ATTEST:
LOUIS CARPENTER

I hereby approve the form of the foregoing contract, this 20th day of October, 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 Universal Motor Co. for Automatic Gasoline Motor Driven Generator. Being Document No. 316382.

FRED W. SICK

City Clerk of the City of San Diego, California.

By Helen M. Willis Deputy.

COMMANDANT'S OFFICE
ELEVENTH NAVAL DISTRICT
SAN DIEGO, CALIFORNIA.

In reply kindly address
"Commandant"
Not the signer by name
NH16/N1-13(e)
(PW)

OCT 5 1939

Dear Sir:

There are enclosed herewith, original and two copies of draft of lease between the City of San Diego, California and the United States of America, purporting to cover the use by the Government of approximately 32.93 acres of land adjacent to the Naval Hospital, San Diego, California for hospital purposes for the nominal consideration of \$1.00 per annum. This lease has been prepared and executed on behalf of the United States of America by the Acting Secretary of the Navy.

It is requested that you sign and complete all copies of this lease, retaining one copy for your official files and returning original and one copy to this office for further transmission to the Navy Department.

Very truly yours,

J.R. DEFREES

Rear Admiral, U.S. Navy

Commandant, Eleventh Naval District.

Mr. F.A. Rhodes, City Manager
City of San Diego,
Civic Center,
San Diego, California.

L E A S E
Between

CITY OF SAN DIEGO, CALIFORNIA, All public bills for payment
And under this contract should
THE UNITED STATES OF AMERICA include a reference to No.
Nod - 1290.

1. This LEASE, made and entered into this ____ day of October, in the year one thousand nine hundred and thirty-nine by and between the City of San Diego, California, whose address is San Diego, California, for its executors, administrators, successors, and assigns, hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

2. The Lessor hereby leases to the Government the following described premises, viz:

All that portion of Balboa Park, in the City of San Diego, California, in Pueblo Lots one thousand one hundred and thirty-six and one thousand one hundred and forty-three of the Pueblo lands of the City of San Diego, California, adjoining the southeasterly, southerly and southwesterly boundaries of the Naval Hospital, San Diego, California, containing an area of thirty-two and

ninety-three one-hundredths acres, more or less, to be used exclusively for the following purposes (see instruction No. 3):

Additional facilities for the Naval Hospital, Balboa Park, San Diego, California.

3. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning and and ending with June 30, 1940.

4. The Government shall not assign this lease in any event, and shall not sublet the demised premises except to a desirable tenant, and for a similar purpose, and will not permit the use of said premises by anyone other than the Government, such sublessee, and the agents and servants of the Government, or of such sublessee.

5. This lease may, at the option of the Government, be renewed from year to year at a rental of One Dollar (\$1.00) per annum, until such time as Congress shall authorize acquisition of the land, and otherwise upon the terms and conditions herein specified, provided notice be given in writing to the Lessor at least thirty (30) days before this lease or any renewal thereof would otherwise expire:

6. The Lessor shall furnish to the Government, during the occupancy of said premises, under the terms of this lease, as part of the rental consideration, the following:

Permission to erect temporary structures, etc.

7. The Government shall pay the Lessor for the premises rent at the following rate: One Dollar (\$1.00) per annum. Payment shall be made at the end of each fiscal year.

8. The Government shall have the right, during the existence of this lease, to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased (provided such alterations, additions, structures, or signs shall not be detrimental to or inconsistent with the rights granted to other tenants on the property or in the building in which said premises are located); which fixtures, additions, or structures so placed in or upon or attached to the said premises shall be and remain the property of the Government and may be removed therefrom by the Government prior to the termination of this lease, and the Government, if required by the Lessor, shall, before the expiration of this lease or renewal thereof, restore the premises to the same condition as that existing at the time of entering upon the same under this lease, reasonable and ordinary wear and tear and damages by the elements or by circumstances over which the Government has no control, excepted: Provided, however, that if the Lessor requires such restoration, the Lessor shall give written notice thereof to the Government sixty (60) days before the termination of the lease.

9. The Lessor shall, unless herein specified to the contrary, maintain the said premises in good repair and tenantable condition during the continuance of this lease, except in case of damage arising from the act or the negligence of the Government's agents or employees. For the purpose of so maintaining the premises, the Lessor reserves the right at reasonable times to enter and inspect the premises and to make any necessary repairs thereto.

10. If the said premises be destroyed by fire or other casualty this lease shall immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, either party may terminate the lease by giving written notice to the other within fifteen days thereafter, and if so terminated no rent shall accrue to the Lessor after such partial destruction or damage.

11. 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. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the lease be for the general benefit of such corporation or company.

12. This lease is entered into on the part of the City of San Diego and is executed in its behalf by its City Manager pursuant to the authority of a resolution of the Council of the City of San Diego No. 69980 passed September 19, 1939.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

(SEAL)

CITY OF SAN DIEGO, CALIFORNIA, Lessor
By F.A. RHODES, City Manager

UNITED STATES OF AMERICA
By CHARLES EDISON
Acting Secretary of the Navy.

(If Lessor is a corporation, the following certificate shall be executed by the secretary or assistant secretary.)

I , certify that I am the Secretary of the corporation named as Lessor in the attached lease; that who signed said lease on behalf of the Lessor, was then of said corporation; that said lease was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

 (CORPORATE SEAL)

Payment to be made by Navy Distursing Officer, Naval Supply Depot, San Diego, California.

INSTRUCTIONS TO BE OBSERVED IN EXECUTING LEASE.

1. This standard form of lease shall be used whenever the Government is the lessee of real property; except that when the total consideration does not exceed \$100 and the term of the lease does not exceed 1 year the use of this form is optional. In all cases where the rental to be paid exceeds \$2,000 per annum the annual rental shall not exceed 15 per centum of the fair market value of the rented premises at the date of lease. Alterations, improvements, and repairs of the rented premises by the Government shall not exceed 25 per centum of the amount of the rent for the first year of the rental term or for the rental term if less than 1 year.

2. The lease shall be dated and the full name and address of the lessor clearly written in paragraph 1.

3. The premises shall be fully described, and, in case of rooms, the floor and room number of each room given. The language inserted at the end of article 2 of the lease should specify only the general nature of the use, that is "office quarters", "storage space", etc.

4. Whenever the lease is executed by an attorney, agent, or trustee on behalf of the lessor, two authenticated copies of his power of attorney, or other evidence to act on behalf of the lessor, shall accompany the lease.

5. When the lessor is a partnership, the names of the partners composing the firm shall be stated in the body of the lease. The lease shall be signed with the partnership name, followed by the name of the partner signing the same.

6. Where the lessor is a corporation, the lease shall be signed with the corporate name, followed by the signature and title of the officer or other person signing the lease on its behalf, duly attested, and, if requested by the Government, evidence of his authority so to act shall be furnished.

7. Under paragraph 6 of the lease insert necessary facilities to be furnished, such as heat, light, janitor service, etc.

8. There shall be no deviation from this form without prior authorization by the Director of Procurement, except--

(a) Paragraph 3 may be drafted to cover a monthly tenancy or other period less than a year.

(b) In paragraph 5, if a renewal for a specified period other than a year, or for a period optional with the Government is desired, the phrase "from year to year" shall be deleted and proper substitution made. If the right of renewal is not desired or cannot be secured para-

graph 5 may be deleted.

(c) Paragraph 6 may be deleted if the owner is not to furnish additional facilities.

(d) Paragraph 7 provides that the lessor shall, "unless herein specified to the contrary, maintain the said premises in good repair, etc." A modification or elimination of this requirement would not therefore be a deviation.

(e) If the premises are suitable without alterations, etc., paragraph 8 may be deleted.

(f) In case the premises consist of unimproved land, paragraph 10 may be deleted.

(g) When executing leases covering premises in foreign countries, departure from the standard form is permissible to the extent necessary to conform to local laws, customs, or practices.

(h) Additional provisions, relating to the particular subject matter mutually agreed upon, may be inserted, if not in conflict with the standard provisions, including a mutual right to terminate the lease upon a stated number of days' notice, but to permit only the lessor so to terminate would be a deviation requiring approval as above provided.

9. When deletions or other alterations are permitted specific notation thereof shall be entered in the blank space following paragraph 11 before signing.

10. If the property leased is located in a State requiring the recording of leases in order to protect the tenant's rights; care should be taken to comply with all such statutory requirements.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with U.S. Government for additional land at Naval Hospital Site. Being Document No. 316397.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willey Deputy.

A G R E E M E N T

WHEREAS, STAR & CRESCENT OIL COMPANY is the owner of 405 West Broadway Lots K & L Block 54, Subdivision N.S.D., 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 October, 1939, by Star & Crescent Oil Company that they will, for and in consideration of the permission granted them to remove 45 feet of curbing on Broadway & 35' 0" on State Str. 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 themselves and, all 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.

STAR & CRESCENT OIL CO.
O.J. HALL, Pres
Owner's Name
SAN DIEGO, CALIFORNIA
Address

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

On this 5th day of October, A.D. Nineteen Hundred and thirty-nine, before me, E. Nicolson, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared O.J. Hall, the President of the Star & Crescent 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.

E. NICOLSON

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

(SEAL)

RECORDED OCT 20 1939 18 Min. past 10 A.M. In Book 960 At Page 115 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 Star & Crescent Oil Co. to City of San Diego. Being Document No. 316325.

FRED W. SICK

City Clerk of the City of San Diego, California.

By Helen M. Willey Deputy.

A G R E E M E N T

WHEREAS, Arthur E. and Ada M. Kelley are, is the owner of the property known as Lots 13, 14, 15 Block 9, Subdivision New 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 14 day of October, 1939, by the owners that they will, for and in consideration of the permission granted them to remove 30'-45' feet of curbing on Talbot-Rosecrans 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 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.

ARTHUR E. KELLEY
ADA M. KELLEY
Owner's Name

Address

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

On this 17th day of October, A.D. Nineteen Hundred and thirty-nine, before me, Edna M. March a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Arthur E. Kelley and Ada M. Kelley 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) EDNA M. MARCH
Notary Public in and for the County of San Diego,
State of California.

RECORDED OCT 20 1939 16 Min. past 10 A.M. In Book 950 At Page 489 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 Arthur E. & Ada M. Kelley to the City of San Diego, California. Being Document No. 316327.

FRED W. SICK
City Clerk of the City of San Diego, California.

By Helen M. Willeg 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 26th day of October, 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 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.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, Principal

(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 26th day of October, 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 30th day of October, 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. 70158 passed and adopted on the 17th day of October, 1939, require and fix the sum of \$58.00 as the penal sum of the foregoing Undertaking.

(SEAL) FRED W. SICK
City Clerk of the City of San Diego.

CONTRACT FOR STREET LIGHTING.
ROSEVILLE LIGHTING DISTRICT NO. 1.

THIS AGREEMENT, made and entered into this 31st day of October, 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:

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, 1939, to-wit, to and including October 14, 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 Roseville Lighting District No. 1", filed July 24, 1939, 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.

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
FRED W. SIMPSON
L.F. WEGGENMAN
A.E. FLOWERS
HARLEY E. KNOX
HERBERT E. FISH
ADDISON E. HOUSH
Members of the Council.

(SEAL) ATTEST:
FRED W. SICK, City Clerk
By CLARK M. FOOTE, JR., Deputy.

I hereby approve the form of the foregoing Contract, this 30th day of October, 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 Roseville Lighting Dist. #1. Being Document No. 316469.

FRED W. SICK

City Clerk of the City of San Diego, California.

By Helen M. Wilk Deputy.

A G R E E M E N T

WHEREAS, Hattie O. Lambrechts is the owner of the following described property Lot "L" Block 7 Subdivision N.W. Hensley's Addition, excepting that portion deeded to the City of San Diego for street purposes, 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 October, 1939, by Hattie O. Lambrechts that she will, for and in consideration of the permission granted her to remove 60 feet of curbing on 28th and Imperial streets 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 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.

HATTIE O. LAMBRECHS

Owner's Name

2764 Imperial Ave. San Diego, Calif.
Address.

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

On this 6th day of October, A.D. Nineteen Hundred and Thirty-nine, before me, Annette K. Uehling a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Hattie O. Lambrechts 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.

ANNETTE K. UEHLING

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

(SEAL)

My Commission Expires,
Jan. 7, 1942.

RECORDED OCT 31 1939 17 Min. past 2 P.M. In Book 951 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. 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 Hattie O. Lambrechts to the City of San Diego, California. Being Document No. 316472.

FRED W. SICK

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 THE SEAGRAVE CORPORATION, as Principal and Globe Indemnity Company, New York, N.Y. 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 THOUSAND FOUR HUNDRED EIGHTY-SIX DOLLARS (\$3,486.00), 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 ____ day of October, 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:
1 - Seagrave Model 12-J-1, Standard V-12 cylinder Triple Combination 1250 G.P.M. Pumping Engine; Hose Car and 100 Gallon water tank, 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.

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

(SEAL) ATTEST:
T.L.BLACK, Sec'y.

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

(SEAL) ATTEST:
MARJORIE FRESHWATER.

I hereby approve the form of the within Bond, this 27th day of October, 1939.

D.L.AULT, City Attorney

By HARRY S. CLARK, Deputy City Attorney.

I hereby approve the foregoing bond this 27th day of October, 1939.

F.A.RHODES, City Manager.

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.

(Notarial Seal) (Signed) A.J. CLEFFI
Commission Expires Notary Public, New York Co. No. 73, Reg. No. 7C 163
March 30, 1937.

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 19th day of October, 1939.
(SEAL) OSCAR C. KUNJE Assistant Secretary

STATE OF OHIO,)
COUNTY OF FRANKLIN,) ss

Personally appeared before me, a Notary Public in and for said State and County, Otis Harris 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 Otis Harris 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, OTIS HARRIS
this 19th day of October, 1939.

WILL H. BATES, Notary Public.
(SEAL) WILL H. BATES
Notary Public, Franklin County, Ohio
My Commission Expires Feb. 2, 1940.

C O N T R A C T

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 27th day of October, 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 SEAGRAVE 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 - Seagrave Model 12-J-1, Standard V-12 cylinder Triple Combination 1250 G.P.M. Pumping Engine; Hose Car and 100 Gallon Water Tank, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 315381.

If said engine is shipped by water, it shall come directly to the port of San Diego, and shall not move through any other Pacific Coast port.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

Thirteen Thousand Nine Hundred Forty-three and 63/100 Dollars (\$13,943.63). Said price includes the California State Sales Tax.

Said contractor agrees to complete said delivery on or before the 1st day of March, 1940.

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:

Thirteen Thousand Nine Hundred Forty-three and 63/100 Dollars (\$13,943.63), 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. 70053 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 F.A.RHODES, City Manager.

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

(SEAL) ATTEST:
T.L.BLACK, Secy.

I hereby approve the form of the foregoing contract, this 27th day of October, 1939.
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 The Seagrave Corp. Being Document No. 316531.

FRED W. SICK
City Clerk of the City of San Diego, California.

By Helen M. Wilkey Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, That A.C.VROMAN, INC., 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 Four Hundred Seventy-seven Dollars (\$477.00), 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 17th day of November, 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 library books
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) A.C.VROMAN, INC. Principal.
LESLIE I. HOOD, Sec.

(SEAL)

HARTFORD ACCIDENT & INDEMNITY COMPANY, Surety
By J.C.BOGARDUS, JR., Attorney-in-Fact.

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

On this 17th day of November, 1939, before me, Alice F. Jackson, a Notary Public in and for the said County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared J.C.Bogardus, Jr., 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) ALICE F. JACKSON
Notary Public, in and for the County of Los Angeles,
State of California.

My Commission Expires,
SEPT. 16, 1943.

I hereby approve the form of the within Bond, this 18th day of November, 1939.
D.L.AULT, City Attorney
By H.B.DANIEL, Asst. City Attorney.

I hereby approve the foregoing Bond this 18th day of November, 1939.
F.A.RHODES, 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 November, 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 A.C.VROMAN, 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:

Library books, as enumerated in and in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 315957.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

One Thousand Nine Hundred Six and 27/100 Dollars (\$1906.27).

Said price includes the California State Sales Tax.

Said contractor agrees to begin delivery of said material within three days from and after the date of the execution of this contract, and to complete said delivery on or before the 30th day of November, 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:
One Thousand Nine Hundred Six and 27/100 Dollars (\$1906.27), 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. 70216 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 F.A.RHODES, City Manager.

A.C.VROMAN, INC., Contractor.
By A.C.VROMAN, Inc.
Leslie I. Hood, Sec.

(SEAL)

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

On this 17th day of November, A.D. 1939, before me Alice F. Jackson a Notary Public in and for the said County and State, personally appeared Leslie I. Hood, known to me to be the Secretary of the A.C.VROMAN, INC. 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 the day and year in this certificate first above written.

(SEAL)
My Commission Expires,
Sept. 16, 1943.

ALICE F. JACKSON
Notary Public in and for said County and State.

I hereby approve the form of the foregoing contract, this 18th day of November, 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 A.C.Vroman, Inc. for Library Books. Being Document No. 316861.
FRED W. SICK
City Clerk of the City of San Diego, California.

By Helen M. Willig Deputy.

R E S O L U T I O N NO. 70219

WHEREAS, the contract heretofore executed by The City of San Diego on the 2nd day of October, 1934, for Construction of Capacity in Diversion Dam, Main Canal and Appurtenant Structures, Boulder Canyon Project, All-American Canal, was signed by the Honorable Harold L. Ickes, Secretary of the Interior, for and on behalf of the United States of America, on the 16th day of October, 1939, and the duplicate original thereof has been filed with the City Clerk of said City; NOW, THEREFORE,

BE IT RESOLVED by the Council of the City of San Diego, as follows:
That the said contract between The City of San Diego and the United States of America, dated October 2, 1934, for the Construction of Capacity in Diversion Dam, Main Canal and Appurtenant Structures, Boulder Canyon Project, All-American Canal, be, and the same is hereby accepted; and the City Clerk of said City be, and he is hereby authorized and directed to file said contract for record in the office of the County Recorder of San Diego County, and in the office of the County Recorder of Imperial County.

I HEREBY CERTIFY the above to be a full, true and correct copy of Resolution No. 70219 of the Council of the City of San Diego, California, as adopted by said Council Oct. 31, 1939.
FRED W. SICK, City Clerk
By AUGUST M. WADSTROM, Deputy.

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
BOULDER CANYON PROJECT
ALL-AMERICAN CANAL

THE CITY OF SAN DIEGO, CALIFORNIA
Contract for Construction of Capacity in Diversion Dam,
Main Canal and Appurtenant Structures.

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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
BOULDER CANYON PROJECT
ALL-AMERICAN CANAL
THE CITY OF SAN DIEGO, CALIFORNIA

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Contract for Construction of Capacity in Diversion Dam,
Main Canal and Appurtenant Structures.

Article 1. This Contract, made this 2d day of October, nineteen hundred thirty-four, pursuant to the Act of Congress approved June 17, 1902 (32 Stat., 388), and acts amendatory thereof or supplementary thereto, all of which acts are commonly known and referred to as the Reclamation Law, and particularly pursuant to the Act of Congress approved December 21, 1928 (45 Stat., 1057), designated the Boulder Canyon Project Act, and the Act of Congress approved June 16, 1933 (48 Stat., 195), designated the National Industrial Recovery Act, between THE UNITED STATES OF AMERICA, hereinafter referred to as the United States, acting for this purpose by Harold L. Ickes, Secretary of the Interior, hereinafter styled the Secretary, and THE CITY OF SAN DIEGO, a municipal corporation of the State of California, organized under a freeholders' charter, hereinafter referred to as the City;

W I T N E S S E T H:
Explanatory Recitals

Article 2. WHEREAS, for the purpose of controlling the floods, improving navigation and regulating the flow of the Colorado River, providing for storage and for the delivery of the stored waters for reclamation of public lands and other beneficial uses exclusively within the United States, the Secretary, subject to the terms of the Colorado River Compact, is authorized to construct, operate and maintain a dam and incidental works in the main stream of the Colorado River at Black Canyon or Boulder Canyon, adequate to create a storage reservoir of a capacity of not less than twenty million acre-feet of water, and a main canal and appurtenant structures located entirely within the United States connecting the Laguna Dam, or other suitable diversion dam, which the Secretary is also authorized to construct if deemed necessary or advisable by him upon engineering or economic considerations, with the Imperial and Coachella Valleys in California, the expenditures for said main canal and appurtenant structures to be reimbursable as provided in the reclamation law; and

Article 3. WHEREAS, after full consideration of the advantages of both the Black Canyon and Boulder Canyon dam sites, the Secretary has determined upon Black Canyon, as the site of the aforesaid dam, hereinafter styled the Boulder Dam, creating thereby a reservoir to be hereinafter styled the Boulder Canyon Reservoir; and

Article 4. WHEREAS, (a) there has been executed under date of December 1, 1932, a contract, herein styled Imperial Contract, between the United States and Imperial Irrigation District, an irrigation district created, organized and existing under and by virtue of the laws of the State of California, hereinafter referred to as the District, which contract provides for the construction of a suitable diversion dam and main canal and appurtenant structures, therein and hereinafter respectively styled "Imperial Dam" and "All-American Canal", located entirely within the United States, connecting with the Imperial and Coachella Valleys, and for the delivery to the District of stored water from Boulder Canyon Reservoir; and

(b) There has been executed under date of February 15, 1933, a contract between the United States and the City whereby the City was accorded certain storage rights under the conditions therein stated in said Boulder Canyon Reservoir, and the right under the conditions therein stated to have the United States deliver to the City at a point in the Colorado River immediately above Imperial Dam, the water to which the City may be entitled, (estimated in said contract to be 155 cubic feet per second), in accordance with the recommendation of the Chief of the Division of Water Resources of the State of California, set out in said contract; and

(c) The City is now desirous of entering into this contract for the construction of capacity for it in said Imperial Dam and All-American Canal for said 155 cubic feet of water per second, so that the City may transport through said canal for the benefit of the inhabitants of the City, and those of other cities and communities in San Diego County who may hereafter become entitled, with the consent of the Secretary, to use part of said stored water from Boulder Canyon Reservoir, under said contract of February 15, 1933, this contract to be in harmony with the provisions of said Imperial Contract; and

Article 5. WHEREAS, The Secretary has determined, upon engineering and economic considerations, that it is advisable to provide for the construction of said Imperial Dam and All-American Canal, and has determined that the revenues provided for by this contract are adequate in his judgment to insure payment of all expenses of construction, operation and maintenance of the capacity in said Imperial Dam and All-American Canal to be constructed hereunder, in the manner provided in the reclamation law;

Article 6. NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows, to-wit:

Construction by United States

Article 7. The United States will construct the Imperial Dam in the main stream of the Colorado River at the approximate location indicated on the map marked Exhibit "A" attached hereto and by this reference made a part hereof, and will also construct the Main (All American) Canal and Main (All American) Canal to Imperial Valley, the approximate location of said Canal to be as shown on the aforesaid Exhibit "A". Said Canal shall be so constructed as to provide a designed capacity of one hundred fifty-five (155) cubic feet of water per second, to be used by the City

for the benefit of the inhabitants of said City and those of other cities and communities in San Diego County who may hereafter become entitled to use the same with the consent of the City and the Secretary, from and including the diversion and desilting works at said dam to the westerly end of that portion of the All-American Canal designated on said Exhibit "A" as "Main (All American) Canal" and "Main (All American) Canal to Imperial Valley". The ultimate cost to the City and the District of the Imperial Dam and All-American Canal shall in no event exceed the aggregate sum of thirty-million dollars (\$30,000,000.00). Such cost shall include all expenses of whatsoever kind heretofore or hereafter incurred by the United States from the Reclamation Fund or the Colorado River Dam fund in connection with, growing out of, or resulting from the construction of said Imperial Dam and All-American Canal, including but not limited to the cost of labor, materials, equipment, engineering, legal work, superintendence, administration, overhead, any and all costs arising from operation and maintenance of said Imperial Dam and All-American Canal prior to the time that said costs are assumed respectively by the City and the District, damage of all kinds and character and rights of way as hereinafter provided. The City hereby agrees to repay to the United States its share of all expenditures incurred on account of any and all damages due to the existence, operation or maintenance of the Imperial Dam and All-American Canal, the incurrence of which increases expenditures by the United States beyond the said sum of thirty million dollars (\$30,000,000.00). The City shall repay the same share of said expenditures as the share to be paid by the City under Article 10 (b) hereof of the capital cost of the particular part of said works causing such damage. The United States will invoke all legal and valid reservations of rights-of-way under acts of Congress, or otherwise reserved or held by it, without cost to the City, except that the United States reserves the right where rights-of-way are thus acquired to reimburse the owners of such lands for the value of improvements which may be destroyed, and the City agrees that the United States may include such disbursements in the cost of the Imperial Dam and All-American Canal. If rights-of-way are required over an existing project of the Bureau of Reclamation, such sum or sums as may be necessary to reimburse the United States on account of the construction charges allocated to irrigable areas absorbed in such rights-of-way shall also be considered as a part of and be included with other costs of the Imperial Dam and All-American Canal. The City agrees that the District may convey to the United States, unencumbered fee simple title to any and all lands now owned by it which, in the opinion of the Secretary, may be required for right-of-way purposes for those portions of the Imperial Dam and All-American Canal to be used in common by the City and the District, at the fair market value thereof, to be determined by the Secretary, such value to be considered (as to the City) as a part of and included with other costs of the Imperial Dam and All-American Canal. Where rights-of-way within the State of California are required for the construction of Imperial Dam and All-American Canal, and such rights-of-way are not reserved to the United States under acts of Congress, or otherwise, or the lands over which such rights-of-way are required are not then owned by the District, the City agrees that the District, upon request of the Secretary, may acquire title to any such lands required for such purposes, and convey unencumbered fee simple title thereto to the United States at the actual cost thereof to the District, subject to the approval of such cost by the Secretary.

Operation and Maintenance of Common Works

Article 8. (a) Imperial Dam and All-American Canal designated on said Exhibit "A" as "Imperial Dam", "Main (All-American) Canal" and "Main (All American) Canal to Imperial Valley" and Laguna Dam are herein styled "common works". Upon sixty (60) days' written notice from the Secretary of the completion of construction of the Imperial Dam and All-American Canal, or of any major unit thereof useful to the District and the City or either of them, as determined by the Secretary, whose determination thereof shall be final and binding upon the parties hereto, the District may assume the care, operation and maintenance of said common works, or major units thereof, and thereafter the District may care for, operate and maintain the same in such manner that such works shall remain in as good and efficient condition and of equal capacity for the diversion, transportation and distribution of water as when received from the United States, reasonable wear and damage by the elements excepted. The United States may, from time to time, in the discretion of the Secretary, resume operation and maintenance of said Imperial Dam upon not less than sixty (60) days' written notice and require reassumption thereof by the District on like notice. During such times, after completion, as Imperial Dam is operated and maintained by the United States, the City shall on March first of each year advance to the United States its share of the estimated cost of operation and maintenance for the following twelve months, upon estimates furnished therefor on or before September first next preceding. Such share to be advanced by the City shall be in the proportion that the capacity provided for the City in common works above Syphon Drop bears to the total capacity thereof.

(b) From and after the assumption by the District of operation and maintenance of said common works, or any major unit thereof of benefits to the City, the City shall bear such proportion of the cost of operation and maintenance (including repairs and replacements and any charges made by the United States under Article Nine (9) hereof) of each component part of said common works, as the capacity provided for the City in such component part bears to the total capacity thereof. The City agrees, expressly for the benefit of the District, to advance to the District on or before January first of each year its said proportionate share of the estimated cost for that year of such operation and maintenance in accordance with a written notice to be issued to it by the District, provided that payment shall in no event be due until thirty (30) days after receipt of such notice. Prior to March first of each year the District shall provide the City with a written statement showing in detail the cost for the previous year for operation and maintenance of the works on account of which the City has made advances. Differences between actual costs and estimated costs shall be adjusted in the next succeeding notices. Upon request of the City, both the advance notice of estimated costs and the subsequent statement of actual costs for each year shall be reviewed by the Secretary and his determination of proper charges shall be final. Such review shall not change the due date for advance payments as herein provided and the cost of such review shall be borne equally by the District and the City. The District may at its option withhold delivery of water from the City until its proportionate share of the costs of operation and maintenance has been advanced or paid as in this article provided and until all sums due the District under Article 10 (c) hereof have been paid.

In the event the United States fails to complete the works herein contemplated and the City fails to elect to make use of works theretofore partially or wholly constructed, the City shall be fully relieved of any and all responsibility for maintenance or operation or damage to person or property which may arise therefrom.

Keeping Diversion Dam, Main Canal and APPURTENANT STRUCTURES IN REPAIR

Article 9. Except in case of emergency, no substantial change in any of the works to be constructed by the United States and transferred to the District under the provisions hereof or under said Imperial Contract shall be made by the District, without first having had and obtained the written consent of the Secretary and the Secretary's opinion as to whether any change in any such works is or is not substantial shall be conclusive and binding upon the parties hereto. The District shall promptly make any and all repairs to and replacements of all said works transferred to it under the terms and conditions hereof or under said Imperial Contract which, in the opinion of the Secretary, are deemed necessary for the proper operation and maintenance of such works. In case of neglect or failure of the District to make such repairs, the United States may, at its option, after reasonable notice to the District, cause such repairs to be made and charge the actual cost thereof, plus fifteen per centum (15%) to cover overhead and general expense, to

the District. On or before September first of each calendar year the United States shall give written notice to the District of the amount expended by the United States for repairs under this article during the twelve-month period immediately preceding. Such cost, plus overhead and general expense as stated above, shall be repaid by the District on March first immediately succeeding.

Agreement by City to pay for Capacity Constructed
for it by the United States

Article 10. (a) The total estimated cost of the Imperial Dam and All-American Canal as stated in Article 10 of the said Imperial Contract, is thirty-eight million, five hundred thousand dollars (\$38,500,000.00), of which not to exceed thirty million dollars (\$30,000,000.00) represents the total estimated cost of Imperial Dam, the Main (All-American) Canal, and the Main (All-American) Canal to Imperial Valley. The City agrees to pay the United States its share, as defined in sub-article (b) of this Article, of the actual total cost not exceeding thirty million dollars (\$30,000,000.00), incurred by the United States on account of such works, subject, however, to the provisions of Article seven (7) hereof; provided, that should Congress and other Governmental financing authorities fail to make necessary appropriations or allocations of money to complete the work herein provided for, then the Secretary may, at such reasonable time as he may consider advisable, after Congress and such other Governmental authorities shall have failed for five (5) consecutive years to make the necessary appropriations or allocations which shall have been annually requested by the Secretary, give the City notice of the termination of work by the United States and furnish a statement of the amount actually expended by the United States thereon. Upon the receipt of such notice by the City, the City shall be given two (2) years from and after such receipt of notice to elect whether it will utilize said works theretofore constructed hereunder, or some particular part thereof. Such election on the part of the City shall be expressed by resolution of the City Council submitted to the electorate of the City for approval or rejection in the manner provided by law. If the City elects not to utilize, or fails within said two-year period to elect to utilize said works constructed hereunder, or some portion thereof, then the City shall have no further rights therein and no obligations therefor. If the City elects to utilize said works or a portion thereof, then the reasonable value to the City of the works so utilized, not exceeding the actual cost thereof to the United States, shall be paid by the City under the terms of this contract; the first payment to be due and payable on the first day of March following the first day of August next succeeding the final determination of the reasonable value to the City of such works, in case no further work is done by the City. Should the City elect to complete the work contemplated by this contract, or some portion thereof, the first payment shall be due and payable on the first day of March following the first day of August next succeeding the date of final completion of the work by the City as determined by the Secretary. In determining the value of such works to the City there shall be taken into account, among other things, the method of financing required and cost of money, so that in no event shall all of the works contemplated by this contract cost the City more than they would have cost the City had they all been constructed by the United States under the terms of this contract. In the event of failure of the parties to agree as to the reasonable value to the City of the works which the City elects to use, the same shall be determined as provided in Article twenty-two (22) hereof.

(b) The amounts herein agreed to be paid by the City to the United States shall be in accordance with the following proportions, which proportions the Secretary hereby determines to be equitable and just, to-wit:

(i) That proportion of the total cost of that part of said common works above Syphon Drop, excepting Laguna Dam, that the capacity provided for the City therein bears to the total capacity thereof less the capacity to be provided without cost to and for the Yuma Project.

(ii) That proportion of the total cost of each component part of all said common works, other than the part above Syphon Drop, that the capacity provided for the City in such part of said works bears to the total capacity thereof.

(c) The City agrees to pay to the United States on the 31st day of December of each year commencing December 31, 1935, a portion (computed in the same manner as its share of costs of common works above Syphon Drop as agreed in Article 10 (b) (i) hereof) of each of the annual payments (together with interest required thereon), then or thereafter required to be made to the United States for a connection with Laguna Dam, under said contract dated October 23, 1918, and under Article sixteen (16) of said Imperial Contract.

The Secretary hereby determines that it is equitable and just that the City pay, and the City agrees, expressly for the benefit of the District, to pay the District the same proportion of the aggregate sum which shall have been paid by the District to the United States prior to December 31, 1935, for a connection with Laguna Dam, as aforesaid, as the proportion herein agreed to be paid by the City to the United States of payments hereafter to be made for said connection with Laguna Dam. The aggregate sum to be paid by the City to the District shall be divided into ten (10) equal installments, payable annually on March first of each year, commencing on or before the year 1939, with interest from date hereof on unpaid balance at the rate of six per centum (6%) per annum, payable March 1st, 1936, and annually thereafter. At its option, the City may at any time pay any amount on principal of said aggregate sum in advance of the due date and interest on the amount so paid shall thereupon cease.

Terms of Payment

Article 11. The amount herein agreed to be paid to the United States shall be due and payable in not more than thirty-eight (38) annual instalments commencing with the calendar year next succeeding the year when notice of completion of all work provided for herein is given to the City or under the provisions of Article 10 (a) hereof upon termination of work through failure of Congress or other Governmental authorities to make necessary appropriations or allocations therefor. The first five (5) of such annual instalments shall each be one per centum (1%) of the amount herein agreed to be paid to the United States; the next ten (10) of such instalments shall each be two per centum (2%) of the amount herein agreed to be paid to the United States, the next twenty-one (21) of such instalments shall each be three per centum (3%) of the amount herein agreed to be paid to the United States, and the remainder of such annual instalments shall each be six per centum (6%) of the amount herein agreed to be paid to the United States. The sums payable annually as set forth above shall be divided into two (2) equal semi-annual payments, payable on March first and September first of each year; provided, however, that if notice of the completion of work is given to the City subsequent to August first of any year the first semi-annual instalment of charges hereunder shall be due and payable on March first of the second succeeding year.

Operation and Maintenance Costs

Article 12. Each agency which hereafter contracts for capacity to be provided for it in Imperial Dam and All-American Canal and for which agency capacity is so provided shall bear such proportionate part of the cost of operation and maintenance (including repairs and replacements) of the component parts of Imperial Dam and All-American Canal and of the Laguna Dam as may be determined by the Secretary to be equitable and just, but not less than an amount in proportion to the total amount as are the relative capacities provided in each component part for such agency and for all other agencies, including the City. Each such agency shall advance to the District operating the works provided to be used in common by the District and the City and such agency on or before January first of each year, its proportionate share of the estimated cost for that year of operation and maintenance in accordance with a notice to be issued by the District, provided that payment shall in no event be due until thirty (30) days after receipt of notice. Prior to March 1st of each year the District shall provide each agency with a statement showing in detail the costs for the previous year for operation and maintenance of the works on account of which such agency has made advances. Differences between actual costs and estimated costs shall be adjusted

in next succeeding notices. Upon request of any agency, both the advance notice of estimated costs and the subsequent statement of actual costs for each year shall be reviewed by the Secretary and his determination of proper charges shall be final. Such review shall not change the due date for advance payments as herein provided, and the cost of such review shall be borne equally by the requesting agency and the District. The District may, at its option, withhold the delivery of water from any agency until its proportionate share of the costs of operation and maintenance has been advanced or paid, as in this Article provided.

Power Possibilities

Article 13. The power possibilities on the All-American Canal down to and including Syphon Drop with water carried for the benefit of the Yuma Project as provided for in Article Fourteen (14) hereof, are hereby reserved to the United States. Subject to this reservation and the participation by other agencies as provided for in Article seventeen (17) hereof, the City shall have the privilege of utilizing by contract or otherwise, by means of the capacity to be provided for the City hereunder, such power possibilities, including those at or near Pilot Knob, as may exist upon said canal in proportion to its relative contribution or obligation toward the capital cost of said canal and appurtenant structures from and including the diversion works to the point where each respective power plant may be located; provided, that such privilege shall not interfere with the utilizing by the District of such power possibilities at or near Pilot Knob, by means of the capacity to be provided for the District in the All-American Canal from Syphon Drop to Pilot Knob, in excess of eight thousand five hundred (8,500) cubic feet of water per second. The net proceeds as hereinafter defined in Article twenty-seven (27) hereof, and as determined by the Secretary for each calendar year, from any power development which the City is hereunder authorized to make, shall be paid into the Colorado River Dam fund on March first of the next succeeding calendar year and be credited to the City on this contract until the City shall have paid thereby and/or otherwise an amount of money equivalent to that herein agreed to be paid to the United States. Thereafter such net power proceeds shall belong to the City. It is agreed that in the event the net power proceeds in any calendar year, creditable to the City, shall exceed the annual installment of charges payable under this contract during the then current calendar year, the excess of such net power proceeds shall be credited on the next succeeding unpaid instalment to become due from the City under this contract.

Diversion and Delivery of Water for Yuma Project

Article 14. The City hereby consents that there be diverted at the Imperial Dam, and transported and delivered at Syphon Drop and/or such intermediate points as may be designated by the Secretary, the available water to which the Yuma Project (situated entirely within the United States and not exceeding in area 120,000 acres plus lands lying between the project levees and the Colorado River as such levees were located in 1931) is entitled, not exceeding two thousand (2,000) second-feet of water in the aggregate, or such part thereof as the Secretary may direct, for the use and benefit of said project, including the development of power at Syphon Drop, such water to be diverted, transported and delivered continuously in so far as reasonable diligence will permit; provided, however, that water shall not be diverted, transported, or delivered for the Yuma Project when the Secretary notifies the District that said project for any reason may not be entitled thereto; provided, further that there may be diverted, transported and delivered such water in excess of requirements for irrigation or potable purposes, as determined by the Secretary, on the Yuma Project as so limited, only when such water is not required by the City under the provisions of its said contract of February 15, 1933. The diversion, transportation and delivery of water for the Yuma Project as aforesaid shall be without expense to the United States or its successors in control of said project, as to capital investment required to provide facilities for such diversion and transportation of water except such checks, turnouts and other structures required for delivery from said canal.

Contract of October 23, 1918

Article 15. That certain contract between the United States of America and the District, bearing date of October 23, 1918, providing for a connection with Laguna Dam, having been terminated, except as to the provisions of Article nine (9) thereof, by said Imperial Contract, the City hereby consents to such partial termination of said first mentioned contract. The City hereby consents that there be furnished to the United States or its successors in interest in the control, operation and maintenance of the Yuma Project, from any power development on the All-American Canal at or near Pilot Knob, up to but not to exceed four thousand horsepower of electrical energy for use by the agency in charge of project operations for irrigation and drainage pumping purposes and necessary incidental use on said Yuma Project, such power to be furnished at cost (including over-head and general expense) plus ten per cent; provided, however, that such power at or near Pilot Knob shall not be required to be furnished except at such times as all power feasible of development at Syphon Drop or developed elsewhere within a radius of forty (40) miles from the City of Yuma ~~for the benefit of the Yuma~~ for the benefit of the Yuma Project is being used for project operations as in this article specified.

Refusal of Water in Case of Default

Article 16. The United States reserves the right to refuse to deliver water to the City in the event of default for a period of more than twelve (12) months in any payment due the United States under this contract, or in the discretion of the Secretary to reduce deliveries in such proportion as the amount in default by the City bears to the total amount due. The United States further reserves the right to forthwith assume control of all or any part of the works to be constructed hereunder and to care for, operate and maintain the same, so long as the Secretary deems necessary or advisable, if, in his opinion, which shall be final and binding upon the parties hereto, the City does not carry out the terms and conditions of this contract to their full extent and meaning. In such event the City's pro rata share of the actual cost of such care, operation and maintenance by the United States shall be repaid to the United States, plus fifteen per centum (15%) to cover overhead and general expense, on March first of each year immediately succeeding the calendar year during which said works are operated and maintained by the United States. Nothing herein contained shall relieve the City of the obligation to pay in any event all instalments and penalties provided in this contract.

Use of Works by the United States and Others

Article 17. The United States also reserves the right to, and the City agrees that it may, at any time prior to the transfer of constructed works to the District for operation and maintenance, increase the capacity of such works and contract for such increased capacity with other agencies for the delivery of water for use in the United States. Such other agencies shall have the privilege at any time of utilizing by contract or otherwise such power possibilities as may exist upon said canal in proportion to their respective contributions or obligations toward the capital cost of said canal and appurtenant structures from and including the diversion works to the point where each respective power plant may be located. In the event other agencies thus contract with the United States, each of such agencies shall assume such proportion of the total cost of said works to be used jointly by such agency and the City, including Laguna Dam, as the Secretary may determine to be equitable and just, but not less than the proportion that the capacity provided for such agency in such works bears to the total capacity thereof (except in that part thereof above Syphon Drop including Laguna Dam, in which part the proportion which such other agency shall assume shall be not less than the proportion that the capacity provided for such agency therein bears to the total capacity thereof less the capacity to be provided without cost to and for the Yuma Project) and the City's financial obligations under this Contract shall be adjusted accordingly. In no event shall construction costs chargeable to the City be increased by reason of additional capacity being provided for any such agency or agencies or contract or con-

tracts having been made with same. Any such agency thus contracting shall also be required to reimburse the City in such amounts and at such times as the Secretary may determine to be equitable and just for payments theretofore made by the City for the right to use Laguna Dam.

Title to Remain in the United States

Article 18. Title to the aforesaid Imperial Dam and All-American Canal shall be and remain in the United States notwithstanding transfer of the care, operation and maintenance thereof to said District or other agency; provided, however, that the Secretary may, in his discretion, when repayment to the United States of all moneys advanced shall have been made, transfer the title to said main canal and appurtenant structures, except the diversion dam and the main canal and appurtenant structures down to and including Syphon Drop, to the District, the City or other agencies in the United States having a beneficial interest therein in proportion to their respective capital investments under such form of organization as may be acceptable to him.

Rules and Regulations

Article 19. There is reserved to the Secretary the right to prescribe and enforce rules and regulations not inconsistent with this contract governing the diversion and delivery of water hereunder to or for the City and to other contractors. Such rules and regulations may be modified, revised and/or extended from time to time after notice to the City and opportunity for it to be heard, as may be deemed proper, necessary or desirable by the Secretary to carry out the true intent and meaning of the law and of this contract, or amendments thereof, or to protect the interests of the United States. The City hereby agrees that in the operation and maintenance of the Imperial Dam and All-American Canal, all such rules and regulations will be fully adhered to by it.

Inspection by the United States

Article 20. The Secretary may cause to be made from time to time a reasonable inspection of the works constructed by the United States to the end that he may ascertain whether the terms of this and other contracts are being satisfactorily executed by the City and/or other agencies. Such proportion of the actual expense of such inspection in any calendar year, as shall be found by the Secretary to be equitable and just, shall be paid by the City to the United States on March first of each year immediately following the year in which such inspection is made, and upon statement to be furnished by the Secretary. The Secretary or his representative shall at all times have the right of ingress to and egress from all works of the City for the purpose of inspection, repairs and maintenance of works of the United States, and for all other purposes.

Access to Books and Records

Article 21. The officials or designated representatives of the City shall have full and free access to the books and records of the United States, so far as they relate to the matters covered by this contract, with the right at any time during office hours to make copies of and from the same; and the Secretary shall have the same right in respect of the books and records of the City.

Disputes or Disagreements

Article 22. Disputes or disagreements as to the interpretation or performance of the provisions of this contract, except as otherwise provided herein, shall be determined either by arbitration or court proceedings, the Secretary being authorized to act for the United States in such proceedings. Whenever a controversy arises out of this contract, and the parties hereto agree to submit the matter to arbitration, the City shall name one arbitrator and the Secretary shall name one arbitrator, and the two arbitrators thus chosen shall elect three other arbitrators, but in the event of their failure to name all or any of the three arbitrators within thirty (30) days after their first meeting, such arbitrators not so elected, shall be named by the Senior Judge of the United States Circuit Court of Appeals for the Ninth Circuit. The decision of any three of such arbitrators shall be a valid and binding award of the arbitrators.

Interest and Penalties

Article 23. No interest shall be charged on any instalments of charges due from the City hereunder except that on all such instalments or any part thereof, which may remain unpaid by the City to the United States after the same become due, there shall be added to the amount unpaid a penalty of one-half of one per centum ($\frac{1}{2}\%$) and a like penalty of one-half of one per centum ($\frac{1}{2}\%$) of the amount unpaid shall be added on the first day of each month thereafter so long as such default shall continue.

Agreement Subject to Colorado River Compact

Article 24. This contract is made upon the express condition and with the express understanding that all rights based upon this contract shall be subject to and controlled by the Colorado River Compact, being the compact or agreement signed at Santa Fe, New Mexico, November 24, 1922, pursuant to Act of Congress approved August 19, 1921, entitled "An Act to permit a compact or agreement between the States of Arizona, California, Colorado, Nevada, New Mexico, Utah, and Wyoming, respecting the disposition and apportionment of the waters of the Colorado River, and for other purposes", which compact was approved by the Boulder Canyon Project Act.

Application of Reclamation Law

Article 25. Except as provided by the Boulder Canyon Project Act, the reclamation law shall govern the construction, operation and maintenance of the works to be constructed hereunder.

Contract to be Authorized by

Election of Electors of City

Article 26. The execution of this contract by the City shall be authorized by the vote of two-thirds of the qualified electors of the City voting at an election to be held for that purpose, assenting that the City incur the indebtedness and liability of this contract, and authorizing and directing the City Council to levy annually a tax sufficient to provide for the payment to the United States each year when due each and every of the annual obligations of the City under this contract, or any portion thereof not paid from revenues derived from other sources. The City shall without delay and at its own cost and expense furnish the United States for its files, copies of all proceedings relating to the election upon this contract, which said copies shall be properly certified by the City Clerk of the City of San Diego.

Method of Determining Net Power Proceeds

Article 27. In determining the net proceeds for each calendar year from any power development which the City is hereunder authorized to make, on the All-American Canal, to be paid into the Colorado River Dam fund as provided in Article thirteen (13) hereof, there shall be taken into consideration all items of cost of production of power, including but not necessarily limited to amortization of and interest on capital investment in power development, replacements, improvements, and operation and maintenance, if any. Any other proper factor of cost not here expressly enumerated may be taken into account in determining the net proceeds.

Contingent upon Appropriations

Article 28. This contract is subject to appropriations or allocations being made by Congress or other Governmental financing authority from year to year of moneys sufficient to do the work provided for herein, and to there being sufficient moneys available in the Colorado River Dam fund to permit allotments to be made for the performance of such work. No liability shall accrue against the United States, its officers, agents or employees, by reason of sufficient moneys not being so appropriated nor on account of there not being sufficient moneys in the Colorado River Dam fund to permit of said allotments. If more than three years elapse after this contract becomes effective and before appropriations or allocations are available to permit the United States to make expenditures hereunder, the City may, at its option, upon giving sixty (60) days' written notice to the Secretary, cancel this contract. Such option shall be expressed by vote of the electors of the City with the same formalities as required for the authorization of this contract.

Rights Reserved under Section 3737 Revised Statutes

Article 29. All rights of action for breach of any of the provisions of this contract are reserved to the United States as provided in Section 3737 of the Revised Statutes of the United States.

Remedies under Contract not Exclusive

Article 30. Nothing contained in this contract shall be construed as in any manner abridging, limiting or depriving the United States, the City, or the District of any means of enforcing any remedy either at law or in equity for the breach of any of the provisions hereof which it would otherwise have. The waiver of a breach of any of the provisions of this contract shall not be deemed to be a waiver of any other provision hereof or of a subsequent breach of such provisions.

Interest in Contract not Transferable

Article 31. No interest in this contract is transferable by the City to any other party, without the consent of the United States, and any such attempted transfer shall cause this contract to become subject to annulment at the option of the United States.

Member of Congress Clause

Article 32. No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom. Nothing, however, herein contained shall be construed to extend to this contract if made with a corporation for its general benefit.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

(SEAL)

THE UNITED STATES OF AMERICA,
By HAROLD L. ICKES
Secretary of the Interior.

Approved as to form and legality:
D.L.AULT, City Attorney

THE CITY OF SAN DIEGO
By RUTHERFORD B. IRONES, Mayor

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk

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

On this 30th day of October, 1939, 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 Rutherford B. Irones personally known to me to be the person whose name is subscribed to the within instrument, and he duly 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 County of San Diego, the day and year in this certificate first above written.

(SEAL)
My Commission Expires
May 22, 1943.

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

RECORDED NOV 16 1939 9:10 A.M. In Book 536 Page 335 official records. Imperial County Calif. At Request of City Clerk.

EVALYN B. WESTERFIELD, County Recorder
By G.D.SMITH, Deputy
LAURA JAMISON, Copyist

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

RECORDED NOV 4 1939 50 Min. past 9 A.M. In Book 959 At Page 323 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.

EDITH 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 Contract with U.S.A. For Participation in All American Canal Construction. Being Document No. 316493.

FRED W. SICK
City Clerk of the City of San Diego, California.

By Helen M. Willis Deputy.

A G R E E M E N T

WHEREAS, Ben L. Wilson and Jeannette B. Wilson are the owners of Lots 7,8,9 Block 9, Subdivision El Paso Tract, 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 October, 1939, by Ben L. Wilson and Jeannette B. Wilson that they will, for and in consideration of the permission granted them to remove 35 feet of curbing on Curlew Street 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 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.

BEN L. WILSON - JEANNETTE B. WILSON
Owner's Name
3612 Curlew St. San Diego, Calif.
Address

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

On this 14th day of October, A.D. Nineteen Hundred and thirty-nine, before me, R.J. Baker a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Ben L. Wilson and Jeannette B. Wilson 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,
Oct. 3, 1940.

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

RECORDED NOV 9 1939 27 Min. past 9 A.M. IN Book 965 At Page 220 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 Ben L. Wilson et ux to the City of San Diego, California. Being
Document No. 316537.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willey Deputy.

PROJECT AGREEMENT - 1939-41 BIENNIUM

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, 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 of tax on motor vehicle fuel upon 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 hereinafter constitute the work embraced by this agreement:

Project	Location	Miles	Description	Amount
24	Rosecrans Ave., Rt. 12, from Lytton St. to Canon St.	1.88	Grade and pave: Surveys and plans (additional amount) Construction (additional amount)	\$ 4,500.00 117,770.00
25	State highway routes described below			
(a) Work by City:			General maintenance except as described in Project 25(b)	(City Funds)
	Rt. 2 (portion)	4.69		
	Rt. 12 (portion)	10.46		
	Rt. 77	0.25	July 1, 1939 to June 30, 1941	
	Rt. 200 (portion)	5.34		
	Rt. 2	22.25	Paint traffic stripes and maintain signs, July 1, 1939 to June 30, 1941	(City Funds)
	Rt. 12	14.80		
	Rt. 77	0.25		
	Rt. 200	5.72		
(b) Work by Department:			General maintenance, July 1, 1939 to June 30, 1941	20,000.00
	Rt. 2 (portion)	17.56		4,340.00
	Rt. 12 (portion)	4.34		500.00
	Rt. 200 (portion)	0.38		
26	Pacific Highway Rt. 2, at Barnett Ave.		Acquire additional right of way, grade, pave, and construct traffic islands:	
(a) Work by City			Right of way	2,000.00
(b) Work by Department			(Surveys and plans) (Construction)	500.00 7,500.00
27	Rose Canyon Rd. Rt. 2, at Miramar Rd.		Construct traffic islands: Surveys and plans Construction	500.00 8,250.00
28	El Cajon Ave. Rt. 12 from Euclid Ave. to College Way	1.59	Resurface and seal: Surveys and plans Construction	500.00 19,500.00
29	Pacific Highway (west lane), Rt. 2, from Miramar Rd. to Torrey Pines Grade	2.40	Resurface existing pavement, grade and surface shoulders: Surveys and plans Construction	300.00 14,900.00
30	Pacific Highway (east lane), Rt. 2, from Miramar Rd. to Torrey Pines Grade	2.20	Apply seal coat: Surveys and plans Construction	50.00 3,950.00
31	Main St. Rt. 2, from Twenty-sixth St. to Thirty-second St.:	0.10	Acquire additional right of way, widen, and pave	
(a) Work by City			Right of way	7,500.00
(b) Work by Department			(Surveys and plans) (Construction)	500.00 2,000.00
Total				\$215,050.00

The State highway routes to be maintained under Project 25 are described as follows:
Maintenance by City:

Route 2, Primary. Market Street, from Twelfth Street, junction with Route 12, to Pacific Highway; a length of approximately 1.02 miles for this portion.

Route 2, Secondary. Main Street, from south city limits at Division Street to Sigsbee Street; along Sigsbee Street, from Main Street to National Avenue; along National Avenue, from Sigsbee Street to Twelfth Street; along Twelfth Street, from National Avenue to Market Street; a length of approximately 3.67 miles for this portion.

Route 12, Primary. Twelfth Street, from Market Street, junction with Route 2, to Park Boulevard at Russ Boulevard; along Park Boulevard, from Twelfth Street to El Cajon Avenue; along El Cajon Avenue, from Park Boulevard to Texas Street; also, El Cajon Avenue, from College Way to east city limits at Seventy-third Street; a length of approximately 5.34 miles for this portion.

Route 12, Secondary. Catalina Boulevard, from south city limits at United States Military Reservation to Canon Street; along Canon Street, from Catalina Boulevard to Rosecrans Street; along Rosecrans Street, from Canon Street to Lytton Street; along Lytton Street, from Rosecrans Street to Barnett Avenue; along Barnett Avenue, from Lytton Street to Pacific Highway, Route 2; a length of approximately 5.12 miles for this portion.

Route 77. Fairmount Avenue, from El Cajon Avenue, Route 12, to north City limits at Monroe Avenue; a length of approximately 0.25 mile.

Route 200. Broadway, from Pacific Highway, Route 2, to Thirtieth Street; along Thirtieth Street, from Broadway to F Street; along F Street, from Thirtieth Street to Sunrise Street; along Sunrise Street, from F Street to Federal Boulevard; along Federal Boulevard, from Sunrise Street to city limits at Euclid Avenue; a length of approximately 5.34 miles for this portion.

Traffic stripes are to be painted and signs are to be maintained by the City on the full lengths of the above routes.

Maintenance by the Department:

Route 2, Primary. Pacific Highway, from Market Street to north city limits at Sorrento Creek; a length of approximately 17.56 miles.

Route 12, Primary. El Cajon Avenue, from Texas Street to College Way; a length of approximately 4.34 miles for this portion.

Route 200. Federal Boulevard, from west city limits at Sixtieth Street to north city limits at Mallard Street; a length of approximately 0.38 mile for this portion.

ARTICLE II. MAINTENANCE

General maintenance of the streets, including the painting of traffic stripes and maintenance of signs on the streets comprising the State highway routes within the City, as described in Project 25(a), will be performed by or under the direct supervision of the City.

Maintenance work shall 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 shall 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 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 forces, 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 25(b), will be performed by or under the direct supervision of the Department. Maintenance work shall 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 shall be made for cleaning the streets and the constant making of needed repairs to preserve a smooth surface.

The maintenance described in Project 25(b) may be performed by contract or by State forces as may, in the opinion of the Department, be for the best interests of the City and the Department.

Any equipment furnished by the Department for the maintenance described in Project 25(b) will be charged for at the rental rates established by the Department.

ARTICLE III. SURVEYS AND PLANS

The Department will make the necessary surveys and plans for the work described in Projects 24, 26(b), 27, 28, 29, 30, and 31 (b), and the cost thereof will be defrayed from the 1/4 cent gas tax allocated for expenditure upon State highways within the City.

ARTICLE IV. RIGHT OF WAY

The right of way described in Projects 26(a), 31(a), 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 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 V. CONSTRUCTION

The Department will construct or cause to be constructed by or under its direct supervision the improvements described in Projects 24, 26(b), 27, 28, 29, 30 and 31(b), in accordance with the approved plans, specifications, and estimates therefor.

Any minor changes 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 Projects 24, 26(b), 27, 28, 29, 30 and 31(b), will be performed by contract or by State forces as may, in the opinion of the Department, be for the best interests of the City and the Department.

Any equipment furnished by the Department for the work described in Projects 24, 26(b), 27, 28, 29, 30 and 31 (b), will be charged for at the rental rates established by the Department.

ARTICLE VI. FUNDS.

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

Unexpended under Project 12	\$ 2,220.07
Unexpended under project 16	153.40
Unexpended under Project 18	5,539.22
Unexpended under Project 21	63.59
Unexpended under Project 23	449.26
Accrued and unprogrammed to June 30, 1939	17,572.26
Estimated to accrue, 1939-41 biennium	280,620.00
Total	\$306,617.80

The amount of \$215,060.00 is programmed to defray the cost of the work described in Article I.

The biennial revenue and the amounts provided for each project listed 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.

Sufficient money to provide for the adequate maintenance of the State highway routes within the City during the biennium ending June 30, 1941, in addition to the amounts specified herein, will be furnished by the City.

The Department hereby delegates to the City the expenditure of the funds provided herein to defray the cost of the work described in Projects 26(a) and 31(a).

As the work progresses on Projects 26(a) and 31(a), the Department 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 set forth herein, after deducting therefrom any expenditures made or to be made by the Department for Projects 24, 25(b), 26(b), 27, 28, 29, 30 and 31(b), 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, 1941, 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 the work described in Projects 24, 25(b), 26(b), 27, 28, 29, 30 and 31(b), from the funds provided herein.

All funds allocated under the provisions of Section 203 of the Streets and Highways Code in excess of such funds budgeted herein for expenditure, will accumulate for future budgeting and expenditure.

ARTICLE VII. FINAL REPORTS

The City will submit reports of expenditures 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 1/4 cent funds provided herein.

Annually, within sixty days after the close of the fiscal year ending June 30, the City shall submit to the Department a statement of expenditures made during the preceding year for the maintenance of each State highway route described in Project 25(a).

Within sixty days after the completion of the work described in Projects 26(a) and 31(a), the City shall submit to the Department a final report of expenditures made for each project.

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

Annually, within sixty days after the close of the fiscal year ending June 30, the Department shall submit to the City a statement of expenditures made during the preceding year for the maintenance of each State highway route described in Project 25(b).

Within sixty days after the completion of the work described in Projects 24, 26(b), 27, 28, 29, 30 and 31(b), the Department shall submit to the City a final report of expenditures made for each project.

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. route shields or State route markers shall be installed without the approval of the Department; likewise, no signs as enumerated above will be installed by the Department and the cost defrayed from the 1/4 cent gas tax 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 are being conducted thereon in connection with construction or maintenance work between the curb lines.

It is understood and agreed that neither the State of California nor 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 herunto have affixed their signatures and official seals, the City on the 19th day of September, 1939, and the Department on the 2nd day of October, 1939.

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

Approved as to form and procedure:
C. C. CARLETON, Chief Attorney.

CITY OF SAN DIEGO
By F.A. RHODES, City Manager (SEAL)

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS
By G. MCCOY, 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. 316909.

FRED W. SICK
City Clerk of the City of San Diego, California.

By Helen M. Willy Deputy.

PREFERENTIAL, NON-EXCLUSIVE USE AND OCCUPANCY PERMIT

THIS PERMIT AGREEMENT, made this 27th day of November, 1939, between THE CITY OF SAN DIEGO, acting by and through the Park Director thereof, hereinafter sometimes designated as the "City," party of the first part, and the non-commercial society or organization, commonly known as Veterans of Foreign Wars, of San Diego, California, 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 civic, social, educational, cultural, recreational and philanthropic activities;

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 revocable, preferential, but non-exclusive, permit for the use and occupancy of the central portion and west wing of

the Medical Science Building in Balboa Park, in said City.

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) Party of the second part shall make available to The City of San Diego \$1000.00, to be used by said City in rehabilitating said space in said building for the use, benefit and convenience of the Veterans of Foreign Wars, in accordance with the terms and conditions set forth herein, and cause the Zoological Society of San Diego to contribute the sum of \$1300.00 for the use of said City in completing said rehabilitation.

(2) Party of the second part shall convey to said City all its right, title, interest and equity in and to what is commonly termed the O'Rourke Institute Building, located within the limits of the Zoological Tract of land set apart by the City of San Diego within Balboa Park, together with all its right, title, interest and equity in and to approximately 350 chairs now located in said building.

(3) 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.

(4) 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.

(5) Party of the second part shall pay to the City for such use and occupancy the sum of One thousand dollars (\$1000.00); same to be used by the City to make available to the said party of the second part selected space in the Medical Science Building in the Park.

(6) 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.

(7) 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.

(8) 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.

(9) 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.

(10) That the party of the second part covenants and agrees to vacate said O'Rourke Institute Building as soon as the Medical Science Building is prepared for occupancy as contemplated by the plans and specifications as agreed upon by the Veterans of Foreign Wars and Mr. Phelps, of the Engineering Department of said City.

(11) That in the event the Zoological Society desires to conduct class instruction in the O'Rourke Building before the Medical Science Building is fully rehabilitated, the party of the second part agrees to make provisions in said O'Rourke Building for such classes to the end that such classes will not be disturbed.

IN WITNESS WHEREOF, this permit is executed by the City of San Diego, acting by and through the Park Director of said City, party of the first part, and the party of the second part 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 permit first above written.

THE CITY OF SAN DIEGO
By W. ALLEN PERRY, Park Director

APPROVED:
F.A.RHODES, City Manager

VETERANS OF FOREIGN WARS
By THOMAS C. RYAN, Treasurer
VFW Building Committee
S.D.County Council Commander

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Occupancy Permit with Veterans of Foreign Wars. Being Document No. 316942.

FRED W. SICK

City Clerk of the City of San Diego, California.

By Helen M. Willy Deputy.

A G R E E M E N T

WHEREAS, O.W.Maler are, is the owner of Westelc half of Lot 2 Block 12 Subdivision F.T.Scripp Add. to 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 6th day of Nov., 1939, by O.W.Maler that I will, for and in consideration of the permission granted me to remove 30 feet of curbing on Sea Lane 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 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.

O.W.MALER
Owner's Name
624 Genter St.
Address

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

On this 10 day of November, A.D. Nineteen Hundred and thirty-nine, before me, Mildred C.B.Wells a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared O.W.Maler 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 writteh.

(SEAL) MILDRED C. B. WELLS
Notary Public in and for the County of San Diego,
State of California.

RECORDED NOV 28 1939 15 Min. past 10 A.M. In Book 965 At Page 400 Of Official Records,
San Diego Co., Cal. Recorded At Request of City of San Diego.

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 O.W. Maler to the City of San Diego. Being Document No. 316860.

FRED W. SICK
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 13th day of September, 1939, by and between
THE CITY OF SAN DIEGO, hereinafter called the "City", and HENRY G. FENTON and EMILY B. FENTON,
husband and wife, hereinafter called Parties of the Second Part, WITNESSETH:

THAT WHEREAS, The City did on the 12th day of September, 1939, exchange certain lands
in the Otay Reservoir Area with said second parties for the purpose, among other things, of se-
curing a 100-foot road to more adequately operate and maintain the Savage Dam, the Otay filter
plant and the Lower Otay Recreational Area; and

WHEREAS, the City is now using a very narrow, ungraded road through the bean fields of
said second parties, in Rancho Janal, and which will not be needed after completion of said new
100-foot road, as aforesaid; and

WHEREAS, the City is the owner of certain rights of way in Salt Canyon on the land of
second parties, in Rancho Janal, which has never been used by the City and which will not be needed
after completion of said proposed new road; NOW, THEREFORE, the parties agree as follows:

1. That for and in consideration of the sum of One Dollar (\$1.00), and other good and
valuable considerations received by the City from said second parties, the City will, within six
months after completion of said new road, construct a fence on the west boundary thereof consisting
of four-strand barb wire, with steel posts, and will within said time abandon the use of the pre-
sent narrow, unpaved road traversing the bean fields of said second parties, and will also, within
said time, abandon all rights of way in Salt Canyon on the lands of second parties in Rancho Janal.

It is agreed by the parties hereto that the conditions of this agreement to be performed
by the City are subject to the provisions of the City Charter and/or the laws of the State of Cali-
fornia appertaining thereto, and in no case, when and if said conditions are unauthorized, shall
the City or any department, board or officer thereof be liable in any manner by reason hereof.

IN WITNESS WHEREOF, this agreement 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. 69939 of its Coun-
cil authorizing such execution, and the second parties have hereunto subscribed their names the day
and year in this agreement first above written.

THE CITY OF SAN DIEGO,
By F.A. RHODES, City Manager

HENRY G. FENTON
EMILY B. FENTON
Parties of Second Part

I HEREBY APPROVE the form of the foregoing Agreement this 12th day of September, 1939.

D.L. AULT, City Attorney
By JAMES J. BRECKENRIDGE,
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Agreement with Henry G. Fenton & Emily B. Fenton. Being Document No. 316958:

FRED W. SICK
City Clerk of the City of San Diego, California.

By Helen M. Willig 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 Amer-
ica, 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 November, 1939.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered in-
to 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, Principal.
By L.M. KLAUBER, Vice 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,) ss
COUNTY OF SAN DIEGO,)

On this 28th day of November, 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)

I hereby approve the form of the foregoing Undertaking this 29th day of November, 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. 70220 passed and adopted on the 31st day of October, 1939, require and fix the sum of \$225.00 as the penal sum of the foregoing Undertaking.

FRED W. SICK
City Clerk of the City of San Diego.

(SEAL)

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

THIS AGREEMENT, made and entered into this 5th day of December, 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 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, 1939, to-wit, to and including August 27, 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 Adams Lighting District No. 1", filed August 7, 1939, 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 L.M.KLAUBER, Vice President

(SEAL) ATTEST:
FRED W. SICK, City Clerk
By AUGUST M. WADSTROM, Deputy

THE CITY OF SAN DIEGO
By P.J.BENBOUGH
FRED W. SIMPSON
L.F.WEGGENMAN
ADDISON E. HOUSH
HERBERT E. FISH
HARLEY E. KNOX
A.E.FLOWERS
Members of the Council.

I hereby approve the form of the foregoing Contract, this 29th day of November, 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 on Adams Avenue Lighting Dist. #1. Being Document No. 317008.

FRED W. SICK
City Clerk of the City of San Diego, California.

By Helen M. Willig 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 28th day of November, 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 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, 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 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 28th day of November, 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.

I hereby approve the form of the foregoing Undertaking this 29th day of November, 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. 70292 passed and adopted on the 14th day of November, 1939, require and fix the sum of \$97.00 as the penal sum of the foregoing Undertaking.

(SEAL) FRED W. SICK
City Clerk of the City of San Diego.

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

THIS AGREEMENT, made and entered into this 5th day of December, 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:

LOGAN AVENUE, between the northwesterly line of Evans Street and the easterly line of 26th Street;

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, 1939, to-wit, to and including November 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 Logan Avenue Lighting District No. 1", filed September 1, 1939, 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.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY

By L.M.KLAUBER, Vice President

THE CITY OF SAN DIEGO.

By F.J.BENBOUGH

FRED W. SIMPSON

L.F.WEGGENMAN

ADDISON E. HOUSH

HERBERT E. FISH

HARLEY E. KNOX

A.E.FLOWERS

Members of the Council.

(SEAL) ATTEST:

J.A.CANNON, Secretary.

(SEAL) ATTEST:

FRED W. SICK, City Clerk

By AUGUST M. WADSTROM, Deputy.

I hereby approve the form of the foregoing Contract, this 29th day of November, 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 Logan Avenue Lighting District No. 1. Being Document No. 317009.

FRED W. SICK

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 ROBERT D. MAXWELL 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 FIVE HUNDRED SEVENTY-FOUR DOLLARS (\$574.00), 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 December, 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:

- 1 - Model 90L five (5) wheel seven-passenger Buick Limousine, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 316357 and with the specifications in 1940 Buick Motor Company's catalog,

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.

ROBERT D. MAXWELL COMPANY, Principal

ROBERT D. MAXWELL, Pres

(SEAL) ATTEST:

T.D.TRUMBO, Sec'y-Treas.

FIREMAN'S FUND INDEMNITY COMPANY, Surety

By M.J.WHITE, Attorney-in-fact

(SEAL)

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

On this second day of December in the year one thousand nine hundred and thirty-nine before me, Algy E. Lillcrap, a Notary Public in and for said County, State aforesaid, 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 he 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 San Diego,
State of California.

(SEAL)

My Commission Expires
MAY 29 1941.

I hereby approve the form of the within Bond, this 4th day of December, 1939.

D.L.AULT, City Attorney

By J.H.MCKINNEY, Deputy City Attorney.

I hereby approve the foregoing Bond this 4th day of December, 1939.
F.A.RHODES, 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 December, 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 ROBERT D. MAXWELL 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 - Model 90L five (5) wheel seven-passenger Buick Limousine, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 316357 and with the specifications in 1940 Buick Motor Company's catalog.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

Two Thousand Two Hundred Fifty-two and 71/100 Dollars (\$2252.71). Said price includes the California State Sales Tax.

Said contractor agrees to complete delivery on or before the 15 day of January, 1940.

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:

Two Thousand Two Hundred Fifty-two and 71/100 Dollars (\$2252.71), 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. 70358 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 F.A.RHODES, City Manager.

ROBERT D. MAXWELL CO. Contractor
ROBERT D. MAXWELL, Pres.

(SEAL) ATTEST:
T.D.TRUMBO, Sec'y-Treas.

I hereby approve the form of the foregoing Contract, this 4th day of December, 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 Robert D. Maxwell Co. for one automobile. Being Document No. 317103.

FRED W. SICK
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 11th day of October, 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 Lessor, and HOWARD E. BETTS, of San Diego, California, 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 leases unto the Lessee that certain real property situated in the County of San Diego, State of California, particularly described as follows, to-wit:

The southeast quarter of the northeast quarter, the northeast quarter of the southeast quarter, the southeast quarter of the southwest quarter, and the south half of the southeast quarter of Section 19, Township 14 south, Range 1 east; the southwest quarter of the northwest quarter, and the southwest quarter of Section 20, Township 14 south, Range 1 east; the west quarter of Section 29, Township 14 south, Range 1 east; all of section 30, Township 14 south, Range 1 east; the northwest quarter of the northeast quarter, the northeast quarter of the northwest quarter, and Lots 1, 2, 3 and 4 of Section 31, Township 14 south, Range 1 east; the southwest quarter of the northeast quarter, the west half of the southeast quarter and the southeast quarter of the southeast quarter of Section 25, Township 14 south, Range 1 west; the northeast quarter of the northeast quarter and the east half of the southeast quarter of Section 36, Township 14 south, Range 1 west (excepting that portion of Section 31, Township 14 south, Range 1 east, conveyed to Pearl

Johnson, and described in Deed Book 687, page 153, County Recorder's records, being commonly known as the "School Property,"), being 1700 acres of land, more or less, in the County of San Diego, State of California;

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, from said 11th day of October, 1939, to the 31st day of December, 1940, at the following rental: The sum of Three Hundred Seventy-seven and 50/100 Dollars (\$377.50), payable on the execution of this lease, and the sum of Two Hundred Twenty-two and 50/100 Dollars (\$222.50), payable in two installments as follows: One Hundred Eleven and 25/100 Dollars (\$111.25) on or before March 1, 1940, and One Hundred Eleven and 25/100 Dollars (\$111.25) on July 1, 1940.

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;

(3) That the Lessee shall have the privilege to sublet any buildings and/or lands within the area leased, as above described, for purposes and uses consistent with this lease, and compatible with the best interests of the City; provided, however, that all sub-leases shall be subject to the approval of the City Manager of said City;

(4) That Lessee will, at all times, and at Lessee's own cost and expense, protect and keep the buildings and other improvements and all personal property located on said premises in good repair and condition; 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, improvements or personal property thereon. That all expenses necessary to maintaining and keeping in repair all buildings and fences on the lands shall be paid by the Lessee, and said Lessor shall be to no expense for repairs, renewals or additions to any buildings or other improvements on the land leased;

(5) That the Lessee will construct, at his own expense, such fences as may be required, and upon the termination of this lease all buildings and other improvements on the land, including all exterior or boundary line fences and all fences along the exterior lines of any public highway within or through the land leased, shall be left in place and become the unencumbered property of the Lessor;

(6) It is understood that the City of San Diego, or other agencies, State or County, co-operating therewith, reserves the right to construct, operate and maintain stream gauging stations, cable crossings and wiers, on either or both San Vicente and Padre Barona Creeks, and the right of ingress and egress at all times incident to the proper construction, operation and maintenance of such stream gauging stations and appliances; also to make engineering investigations, core drillings, tunnelling, test pits, or any work incidental to the proper determination of dam location and formation of bed rock material; also the right to make investigations necessary and incidental to spillway locations and foundations thereof, and other investigations in connection with material necessary for the construction of the dam, spillway and other appliances; said Lessor also reserves the right at any time to remove sand, rock and gravel for construction purposes from the property above described, together with the right of ingress and egress at all times. No materials, sand, gravel, rock or timber, shall be removed from the said properties by any one other than the City of San Diego.

(7) 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.

(8) 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;

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 City Manager of said City.

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.

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.

It is distinctly understood and agreed by and between the parties hereto that the lands leased herein were acquired for, and are held by the City as, a potential damsite for the purpose of water conservation and storage for the inhabitants of the City of San Diego, and that when and if the City, by resolution of its Council, shall at any time herein determine that the needs of said City and the inhabitants thereof require the building of a dam on said premises or the exclusive use of said lands for water conservation and storage, then in that event this lease shall terminate sixty (60) days from the date of the adoption of said resolution.

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. 70129, and the said Lessee has hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO

Lessor

By F.A. RHODES

City Manager

(SEAL) ATTEST:

FRED W. SICK, City Clerk

HOWARD E. BETTS, Lessee

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Howard E. Betts. Being Document No. 317176.

FRED W. SICK

City Clerk of the City of San Diego, California.

By Helen M. Willig Deputy.

A G R E E M E N T

WHEREAS, Willard A. Winn is the owner of Lot One (1) Block Seventy-Two (72) Lot 1 Block 72 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 7th day of December, 1939, by Willard A. Winn that he will, for and in consideration of the permission granted him to remove 16 feet of curbing on Willow 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.

WILLARD A. WINN
Owner's Name
3236 - Hugo St.
Address

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

On this 7th day of December, A.D. Nineteen Hundred and thirty-nine, before me, Earl Haglund a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Willard A. Winn 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.

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

(SEAL)
My Commission Expires,
Nov. 6, 1941.

RECORDED DEC 11 1939 17 Min. past 9 A.M. In Book 972 At Page 181 of Official Records, San Diego Co., Cal. Recorded At Request of City of San Diego.

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 Willard A. Winn to the City of San Diego, California. Being Document No. 317182.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Wallig Deputy.

A G R E E M E N T

WHEREAS, Paul R. Lovett & V.E. Sherwin are the owners of Lot (1) Block (7) 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 22 day of Nov., 1939, by Lovett & Sherwin that we will, for and in consideration of the permission granted us to remove 90' feet of curbing on Addison 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 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.

LOVETT & SHERWIN (PAUL R. LOVETT)
Owner's Name
1155 Rosecrans St.
Address

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

On this 22nd day of November, A.D. Nineteen Hundred Thirty-nine and _____, before me, James T. Morris Jr., a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Paul R. Lovett 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.

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

(SEAL)
My Commission Expires,
March 27, 1941.

RECORDED DEC 11 1939 16 Min. past 9 A.M. In Book 966 At Page 388 of Official Records, San Diego Co., Cal. Recorded At Request of City of San Diego.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS
NOLA N. PFAHLER

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 Paul R. Lovett and V.E.Sherwin to the City of San Diego, California. Being Document No. 317183.

FRED W. SICK
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 ANDY WOODS, 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 One Thousand Twelve Dollars (\$1012.00), 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 December, 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:

3 - Model AC-302 GMC trucks, 1-1/2 tons; and

1 - Model AC-302 GMC truck, 1-1/2 ton express body,

All in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 316357, 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.H.SHAW

ANDY WOODS, Principal

THE AETNA CASUALTY AND SURETY COMPANY, Surety
By B.S.POSSINGER, Resident Vice-President.

(SEAL) ATTEST:

H.E.GEORGE, Resident Assistant Secretary.

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

On this 5th day of December, in the year nineteen hundred Thirty-nine, before me, C.A.Akin, a Notary Public in and for the said County of LOS ANGELES, STATE OF CALIFORNIA, residing therein, duly commissioned and sworn, personally appeared R.S.Possinger, known to me to be the Resident Vice-President and H.E.George, 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.

C.A.AKIN

Notary Public in and for said Los Angeles County,
State of California.

(SEAL)

My Commission Expires,
February 21, 1943.

I hereby approve the form of the within Bond, this 7th day of December, 1939.

D.L.AULT, City Attorney

By H.B.DANIEL, Asst. City Attorney.

I hereby approve the foregoing bond this 7th day of December, 1939.

F.A.RHODES, City Manager.

CONTRACT

THIS AGREEMENT, Made and entered into at the City of San Diego, State of California, this 7th day of December, 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 ANDY WOODS, 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 AC 302 GMC trucks, 1-1/2 tons; and

1--Model AC 302 GMC truck, 1-1/2 ton express body,

All in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 316357.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

3 - Model AC-302 GMC trucks, 1-1/2 tons,	@ \$1060 ea	- - - -	\$3180.00
1 - Model AC-302 GMC truck, 1-1/2 tons,	@ \$ 750.	- - - -	\$ 750.00
			\$3930.00

			\$ 117.90
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Plus 3% California State Sales Tax,	- - - -	\$ 4047.90
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Said contractor agrees to complete said delivery on or before the 15 day of January, 1940.

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:

Four Thousand Forty-seven and 90/100 Dollars (\$4047.90),
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 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. 70360 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 E.A.RHODES, City Manager

ANDY WOODS, Contractor.

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

On this 7th day of Dec., in the year 1939, before me, Marie D. Dunne a Notary Public in and for the County of San Diego, State of California, duly commissioned and sworn personally appeared Andy Woods known to me to be the persons 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 the day and year in this certificate first above written.

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

(SEAL)

My Commission Expires, (I hereby approve the form of the foregoing contract, this 7th day of
July 17, 1941. (December, 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 Andy Woods for trucks. Being Document No. 317192.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Wilzig Deputy.

BOND

KNOW ALL MEN BY THESE PRESENTS, That GUY URQUHART, an individual doing business as INDIAN MOTOCYCLE SALES COMPANY, 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 One Thousand One Hundred Twenty Dollars (\$1120.00), 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 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 Fifth day of December, 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:

8 - Indian four cylinder Police motorcycles

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.

GUY URQUHART
an individual doing business as
INDIAN MOTOCYCLE SALES COMPANY, Principal.

COMMERCIAL CASUALTY INSURANCE COMPANY, Surety
By H.W.MILLER, Attorney-in-fact.

(SEAL) ATTEST:
MARIE D. DUNNE

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

On this Sixth day of December in the year One Thousand Nine Hundred and Thirty-Nine before me, Zepha Baird, a Notary Public in and for the County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared H.W.Miller known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of COMMERCIAL CASUALTY INSURANCE COMPANY (a Corporation) and acknowledged to me that he subscribed the name of said Corporation 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 at my office in the said County of San Diego, the day and year in this certificate first above written.

(SEAL)

My Commission Expires,
May 2nd, 1943.

ZEPHA BAIRD
Notary Public in and for the County of San Diego, California

I hereby approve the form of the within Bond, this 7th day of December, 1939.

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

I hereby approve the foregoing bond this 7th day of December, 1939.

F.A.RHODES, 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 7th day of December, 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 GUY URQUHART, an individual doing business as INDIAN MOTOCYCLE SALES 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:

8 - Indian four cylinder motorcycles,

in accordance with the specifications and requirements therefor on file in the office of the City Clerk of said City under Document No. 316357.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

Four Thousand Four Hundred Seventy-eight and 56/100 Dollars (\$4,478.56). Said price includes the California States Sales Tax, but does not include Federal Excise Tax.

Said contractor agrees to complete said deliver on or before the 5th day of February, 1940.

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:

Four Thousand Four Hundred Seventy-eight and 56/100 Dollars (\$4,478.56), 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 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. 70359 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 F.A.RHODES, City Manager.

GUY URQUHART
Doing business as INDIAN MOTOCYCLE SALES COMPANY
CONTRACTOR.

ATTEST: MARIE D. DUNNE

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

On this 7th day of December, 1939, before me, Marie D. Dunne a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Guy Urquhart personally known to me to be the person whose name is subscribed to the within instrument, and he duly 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 County of San Diego, the day and year in this certificate first above written.

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

(SEAL)
My Commission Expires,
July 17, 1941.

I hereby approve the form of the foregoing contract, this 7th day of December, 1939.

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 Indian Motorcycle Sales Co. Being Document No. 317193.

FRED W. SICK
City Clerk of the City of San Diego, California.

By Helen M. Willis Deputy.

PROJECT AGREEMENT - 1939-41 BIENNIIUM

FIRST 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, hereinafter referred to as the Department,

WITNESSETH, THAT, WHEREAS, a memorandum of agreement for expenditure of funds accruing during the biennium ending June 30, 1940, and allocated under the provisions of Section 203 of the Streets and Highways Code upon State highways, was executed by the City September 19, 1939, and by the Department October 2, 1939, providing for the work described herein as projects 24 to 31 inclusive; and

WHEREAS, the City now desires that said agreement be amended and has submitted to the Department a supplemental budget to provide additional funds for project 24 and provide funds for the work hereinafter described as project 32;

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 the work embraced by this agreement:

Project	Location	Miles	Description	Amount
24	Rosecrans Ave. Rt. 12, from Lytton St. to Canon St.	1.88	Grade and pave Surveys and plans (additional amount) Construction (additional amount)	\$ 5,300.00 128,770.00
25	State highway routes described below			
	(a) Work by City:		General maintenance except as described in Project 25(b) July 1, 1939 to June 30, 1941	(City Funds)
	Rt. 2 (portion)	4.69		
	Rt. 12 (portion)	10.46		
	Rt. 77	0.25		
	Rt. 200 (portion)	5.34		
	Rt. 2	22.25	Paint traffic stripes and maintain signs, July 1, 1939 to June 30, 1941	(City Funds)
	Rt. 12	14.80		
	Rt. 77	0.25		
	Rt. 200	5.72		
	(b) Work by Department:			
	Rt. 2 (portion)	17.56	General maintenance July 1, 1939 to June 30, 1941	20,000.00 4,340.00 500.00
	Rt. 12 (portion)	4.34		
	Rt. 200 (portion)	0.38		
26	Pacific Highway, Rt. 2, at Barnett Avenue		Acquire additional right of way, grade, pave, and construct traffic islands:	
	(a) Work by City		Right of way	2,000.00
	(b) Work by Department		(Surveys and plans Construction)	500.00 7,500.00
27	Rose Canyon Rd. Rt. 2, at Miramar Rd.		Construct traffic islands: Surveys and plans Construction	500.00 8,250.00
28	El Cajon Ave. Rt. 12, from Euclid Ave. to College Way	1.59	Resurface and seal: Surveys and plans Construction	500.00 19,500.00
29	Pacific Highway (West lane) Rt. 2, from Miramar Rd. to Torrey Pines Grade	2.40	Resurface existing pavement, grade and surface shoulders: Surveys and plans Construction	300.00 14,900.00
30	Pacific Highway (east lane), Rt. 2, from Miramar Rd. to Torrey Pines Grade	2.20	Apply seal coat: Surveys and plans Construction	50.00 3,950.00
31	Main St. Rt. 2, from Twenty-sixth Street to Thirty-second St.	0.10	Acquire additional right of way, widen, and pave:	
	(a) Work by City		Right of way	7,500.00
	(b) Work by Department		(Surveys and plans Construction)	500.00 2,000.00
32	State Highway Rt. 77, from Mission Valley Road to Broadway	3.5	Surveys and plans	5,000.00
			Total	\$231,860.00

The State highway routes to be maintained under project 25 are described as follows:
Maintenance by City:

Route 2, Primary. Market Street, from Twelfth Street, junction with Route 12, to Pacific Highway; a length of approximately 1.02 miles for this portion.

Route 2, Secondary. Main Street, from south city limits at Division Street to Sigsbee Street; along Sigsbee Street, from Main Street to National Avenue; along National Avenue, from Sigsbee Street to Twelfth Street; along Twelfth Street, from National Avenue to Market Street; a length of approximately 3.67 miles for this portion.

Route 12, Primary. Twelfth Street, from Market Street, junction with Route 2, to Park Boulevard at Russ Boulevard; along Park Boulevard, from Twelfth Street to El Cajon Avenue; along El Cajon Avenue, from Park Boulevard to Texas Street; also, El Cajon Avenue, from College Way to east city limits at Seventy-third Street; a length of approximately 5.34 miles for this portion.

Route 12, Secondary. Catalina Boulevard, from south city limits at United States Military Reservation to Canon Street; along Canon Street, from Catalina Boulevard to Rosecrans Street; along Rosecrans Street, from Canon Street to Lytton Street; along Lytton Street, from Rosecrans Street to Barnett Avenue; along Barnett Avenue, from Lytton Street to Pacific Highway, Route 2; a length of approximately 5.12 miles for this portion.

Route 77. Fairmount Avenue, from El Cajon Avenue, Route 12, to north city limits at Monroe Avenue; a length of approximately 0.25 mile.

Route 200. Broadway, from Pacific Highway, Route 2, to Thirtieth Street; along Thirtieth Street, from Broadway to F Street; along F Street, from Thirtieth Street to Sunrise Street; along Sunrise Street, from F Street to Federal Boulevard; along Federal Boulevard, from Sunrise Street to city limits at Euclid Avenue; a length of approximately 5.34 miles for this portion.

Traffic stripes are to be painted and signs are to be maintained by the City on the full lengths of the above routes.

Maintenance by the Department:

Route 2, Primary. Pacific Highway, from Market Street to north city limits at Sorrento Creek; a length of approximately 17.56 miles.

Route 12, Primary. El Cajon Avenue, from Texas Street to College Way; a length of approximately 4.34 miles for this portion.

Route 200. Federal Boulevard, from west city limits at Sixtieth Street to north city limits at Mallard Street; a length of approximately 0.38 mile for this portion.

ARTICLE II. MAINTENANCE

General maintenance of the streets, including the painting of traffic stripes and maintenance of signs on the streets comprising the State highway routes within the City, as described in project 25(a), will be performed by or under the direct supervision of the City.

Maintenance work shall 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 shall 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 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 forces, 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 25(b), will be performed by or under the direct supervision of the Department. Maintenance work shall 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 shall be made for cleaning the streets and the constant making of needed repairs to preserve a smooth surface.

The maintenance described in project 25(b) may be performed by contract or by State forces as may, in the opinion of the Department, be for the best interests of the City and the Department.

Any equipment furnished by the Department for the maintenance described in project 25(b), will be charged for at the rental rates established by the Department.

ARTICLE III. SURVEYS AND PLANS

The Department will make the necessary surveys and plans for the work described in projects 24, 26(b), 27, 28, 29, 30, 31(b) and 32, and the cost thereof will be defrayed from the 1/4 cent gas tax allocated for expenditure upon State highways within the City.

ARTICLE IV. RIGHT OF WAY

The right of way described in projects 26(a), 31(a), 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 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 V. CONSTRUCTION

The Department will construct or cause to be constructed by or under its direct supervision the improvements described in projects 24, 26(b), 27, 28, 29, 30 and 31(b), in accordance with the approved plans, specifications, and estimates therefor.

Any minor changes 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 projects 24, 26(b), 27, 28, 29, 30 and 31(b), will be performed by contract or by State forces as may, in the opinion of the Department, be for the best interests of the City and the Department.

Any equipment furnished by the Department for the work described in projects 24, 26(b), 27, 28, 29, 30 and 31 (b), will be charged for at the rental rates established by the Department.

ARTICLE VI. FUNDS

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

Unexpended under Project 12	\$ 2,220.07
Unexpended under Project 16	153.40
Unexpended under Project 18	5,539.22
Unexpended under Project 21	579.13
Unexpended under Project 23	449.26
Accrued and unprogrammed to June 30, 1939	17,572.26
Estimated to accrue, 1939-41 biennium	280,620.00
Total	\$307,133.34

The amount of \$231,860.00 is programmed to defray the cost of the work described in Article I.

The biennial revenue and the amounts provided for each project listed 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.

Sufficient money to provide for the adequate maintenance of the State highway routes within the City during the biennium ending June 30, 1941, in addition to the amounts specified herein, will be furnished by the City.

The Department hereby delegates to the City the expenditure of the funds provided herein to defray the cost of the work described in projects 26(a) and 31(a).

As the work progresses on projects 26(a) and 31(a), the Department 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 set forth herein, after deducting therefrom any expenditures made or to be made by the Department for projects 24, 25(b), 26(b), 27, 28, 29, 30, 31(b) and 32, 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, 1941, 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 the work described in projects 24, 25(b), 26(b), 27, 28, 29, 30, 31(b) and 32 from the funds provided herein.

All funds allocated under the provisions of Section 203 of the Streets and Highways Code in excess of such funds budgeted herein for expenditure, will accumulate for future budgeting and expenditure.

ARTICLE VII. FINAL REPORTS

The City will submit reports of expenditures 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 1/4 cent funds provided herein.

Annually, within sixty days after the close of the fiscal year ending June 30, the City shall submit to the Department a statement of expenditures made during the preceding year for the maintenance of each State highway route described in project 25(a).

Within sixty days after the completion of the work described in projects 26(a) and 31(a), the City shall submit to the Department a final report of expenditures made for each project.

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

Annually, within sixty days after the close of the fiscal year ending June 30, the Department shall submit to the City a statement of expenditures made during the preceding year for the maintenance of each State highway route described in project 25(b).

Within sixty days after the completion of the work described in projects 24, 26(b), 27, 28, 29, 30 and 31(b), and 32, the Department shall submit to the City a final report of expenditures made for each project.

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. route shields or State route markers shall be installed without the approval of the Department; likewise, no signs as enumerated above will be installed by the Department and the cost defrayed from the 1/4 cent gas tax 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 are being conducted thereon in connection with construction or maintenance work between the curb lines.

It is understood and agreed that neither the State of California nor 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 28th day of November, 1939, and the Department on the 7th day of December, 1939.

(SEAL)

CITY OF SAN DIEGO

By F.A. RHODES, City Manager

(SEAL)

STATE OF CALIFORNIA

DEPARTMENT OF PUBLIC WORKS

DIVISION OF HIGHWAYS

By G. McCOY

Assistant State Highway Engineer

Approval recommended:

L.V. CAMPBELL

Engineer of City and
Cooperative Projects

Approved as to form and procedure:

C. C. CARLETON, Chief Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of First Supplemental Memorandum of Agreement for Expenditure of 1/4 Cent gas tax on State Highways. Being Document No. 317297.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willig Deputy.

AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of December, 1939, between THE CITY OF SAN DIEGO, a municipal corporation, acting by and through the City Manager thereof, party of the first part, and CHARLES REIFFEL and GEORGE RHONE, parties of the second part, WITNESSETH:

In consideration of the matters and things hereinafter recited the parties hereby agree together as follows:

Said City hereby retains second parties to execute and place in the City Council Chamber of the San Diego City and County Administration Building three (3) non-glazed murals in oil on canvass, and to pay second parties upon completion of said work, as the total consideration therefor, the sum of six hundred twenty-five dollars (\$625.00); it being understood and agreed that said murals are to be completely finished in the studios of the second parties, and that no work other than the installation of the canvasses on the spaces provided for the same shall be done in the Council Chamber.

It is further understood and agreed that second parties will not begin the final execution of any of said murals until after a preliminary sketch or sketches showing the subject-matter, general treatment and arrangement have first been submitted to a committee of the City Council or a committee appointed by the City Council, and such sketch or sketches have been approved by said committee.

It is further understood and agreed that said committee shall have the right to recommend to second parties changes in the arrangement of the objects or figures portrayed in said sketches, or any of them, or changes in the relative proportions or groupings thereof, and that second parties will give careful consideration to any such recommended changes and will not begin the final execution of said murals until such recommended changes have been consented to by second parties or have been waived by said committee.

IN WITNESS WHEREOF, this contract is executed by the City Manager of the City of San Diego, under and pursuant to a resolution of the Council of said City No. 70337, authorizing such execution, and the said second parties, hereunto subscribed their names the day and year first hereinabove written.

THE CITY OF SAN DIEGO
By F.A.RHODES, City Manager

CHARLES REIFFEL
GEORGE EDMUNDS RHONE
Second Parties.

I hereby approve the form of the foregoing Agreement this 13th day of December, 1939.
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 for services of Charles Reiffel and George Rhone for painting murals. Being Document No. 317315.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willy Deputy.

LEASE

THIS INDENTURE OF LEASE, made and entered into this 14th day of December, 1939, by and between THE CITY OF SAN DIEGO, a municipal corporation within 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 STAR & CRESCENT BOAT COMPANY, a corporation, as Lessee, WITNESSETH:

That the City, lessor as aforesaid, does by these presents demise and lease unto the said 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 the point of intersection of the U.S.Bulkhead Line, as said U.S.Bulkhead Line is now established for the Bay of San Diego, with the westerly prolongation of the southerly line of Broadway; thence south 0° 01' 40" west along the said U.S.Bulkhead Line, a distance of 100 feet to the true point or place of beginning; thence at right angles north 89° 58' 20" west a distance of 125 feet to a point; thence at right angles south 0° 01' 40" west a distance of 100 feet to a point; thence at right angles south 89° 58' 20" east a distance of 125 feet to a point on the said U.S.Bulkhead Line; thence north 0° 01' 40" east along said U.S.Bulkhead Line a distance of 100 feet to the true point or place of beginning, containing 12,500 square feet of area.

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 said lessee for the term of ten years beginning on the 1st day of December, 1939, and ending on the 30th day of November, 1949, unless sooner terminated as hereinprovided, at the following rentals:

One hundred twenty-five dollars (\$125.00) per month for the first five-year portion of said term; and

One hundred fifty dollars (\$150.00) per month for the second five-year portion of said term;

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 only and exclusively for the purpose of maintaining thereon a wharf, pier or floats, together with the right to construct, maintain and operate upon such wharf, pier or floats such appliances as may be necessary and convenient for the purpose of loading and unloading passengers and personal effects and baggage at said wharf, pier or floats, as well as for the handling and storage of such freight and merchandise as is necessary to properly and fully enjoy the privilege herein granted; together with the further right to maintain and operate upon such wharf a cigar stand and lunch counter; also, the use of the water in front of such wharf, pier or floats, and for such distance on either side thereof as may be necessary and convenient for the safety of vessels, boats and craft while coming to, or going from said wharf, pier or floats, or lying at such wharf, pier or floats.

(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 of the City of San Diego, and shall be subject to the approval of the said Harbor Commission.

(3) The business of said lessee to be conducted upon said premises shall be that of a general boating business, and also that of operating a cigar stand and lunch counter.

(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 any and all structures, including wharves, erected on said premises, at its own cost and expense.

(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 that the lessee shall fail to establish and maintain the business above provided for 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, 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 poss-

ession 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 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, acting for and on behalf of said City, 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.

This instrument is executed in duplicate, both of which shall be deemed originals.

THE CITY OF SAN DIEGO
By R.H.VanDEMAN
EMIL KLOCKA
WILLIAM E. HARPER
Members of the Harbor Commission
of the City of San Diego.

STAR & CRESCENT BOAT CO.
By O.J. HALL, Pres.

ATTEST:
C.F.HAHN, Ass't. Sec'ty.

I hereby approve the form of the foregoing Lease, this 15th day of November, 1939.

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 Star & Crescent Boat Co. Being Document No. 317326.

FRED W. SICK
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 F.V.BROWN, an individual doing business under the firm name and style of BROWN MOTOR 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 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 FOUR HUNDRED SEVENTY-NINE DOLLARS (\$3,479.00), 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 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 18th day of December, 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:

20 Police Department four-door sedan automobiles,
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.

F.V.BROWN
Doing business under the firm name and
style of BROWN MOTOR COMPANY,
Principal

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

(SEAL)

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

On this 18th day of December, 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 within Bond, this 20th day of December, 1939.

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

I hereby approve the foregoing bond this 20th day of December, 1939.

F.A.RHODES, 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 18th day of December, 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 F.V.BROWN, an individual doing business under the firm name and style of BROWN MOTOR 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:

20 - Ford Fordor Sedans for the Pölice Department, in accordance with the specifica-
tions therefor on file in the office of the City Clerk of said City under Document No. 316831,
Said contractor hereby agrees to furnish and deliver the material above described at
and for the following prices, to-wit:

20 Ford Fordor Sedans @ 799.97 each		\$15,998.40
Less trade-allowance per car as follows:		
1933 Plymouth Sedan	No. 89	\$ 55.00
1933 " "	No. 90	60.00
1933 " "	No. 91	60.00
1933 " "	No. 95	60.00
1934 Ford Sedan	No. 86	60.00
1934 " "	No. 97	75.00
1934 " "	No. 99	65.00
1935 " "	No. 53	100.00
1935 " "	No. 55	90.00
1935 " "	No. 56	100.00
1936 " "	No. 40	140.00
1936 " "	No. 41	150.00
1936 " "	No. 42	140.00
1936 " "	No. 43	135.00
1936 " "	No. 44	135.00
1936 " "	No. 46	150.00
1936 " "	No. 47	140.00
1936 " "	No. 48	150.00
1936 " "	No. 49	150.00
1934 Chevrolet Sedan	No. 59	70.00
		2,085.00
		2,085.00
		\$13,913.40

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 3rd day of February, 1940.

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 obli-
gations 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:

Thirteen Thousand Nine Hundred Thirteen and 40/100 Dollars (\$13,913.40)
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 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 resolu-
tion 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. 70461 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 F. A. RHODES, City Manager

(SEAL) ATTEST:
P.E.FRAZIER

F.V.BROWN
Doing business under the firm name
and style of BROWN MOTOR CO.
Contractor.

Subscribed & sworn to before me this
18th day of December, 1939.

MILDRED D. WEIR, Notary Public
My Commission Expires, Nov. 4, 1940.

I hereby approve the form of the foregoing contract, this 20th day of December, 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 Brown Motor Co. Being Document No. 317409.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Wells Deputy.

A G R E E M E N T

THIS AGREEMENT, made and entered into this 21st day of December, 1939, by and between
THE CITY OF SAN DIEGO, a municipal corporation, acting by and through the City Manager thereof,
sometimes hereinafter referred to as the City, first party, and H. LOUIS BODMER, an architect, re-
sident in The City of San Diego, second party, WITNESSETH:

That for and in consideration of the matters and things hereinafter recited the parties
hereto agree together as follows:

That second party, as soon as reasonably possible, will furnish to the City all necessary preliminary plans, descriptions, pertinent information and cost estimates necessary to enable the City to make application for a Works Progress Administration project for the construction of a memorial recreational gymnasium building in the Logan Heights District of the City of San Diego. Said preliminary services shall be performed by second party without cost to the City.

In consideration of the performance of said gratuitous services by second party the City hereby agrees that if and when the City is prepared to and decides to proceed with the construction of said building, either as a Works Progress Administration Project or by the City itself, the City will thereupon enter into a contract with second party for the preparation by second party of detailed plans and specifications, including six (6) sets of blue prints of such plans, for the construction of said building, containing approximately 13,500 square feet of floor space, for a total compensation of two thousand dollars (\$2,000.00). Said services to be rendered by second party shall not, however, include architectural supervision of said building during the construction thereof.

In the event that the City shall require additions to the plans and specifications necessitated by an increase in floor space, second party shall be entitled to receive from the City over and above said sum of two thousand dollars (\$2000.00) an additional fee which shall be computed at the rate of one hundred fifty dollars (\$150.00) per thousand square feet of additional floor space in said building.

IN WITNESS WHEREOF, this contract is executed by the City Manager of the City of San Diego, under and pursuant to a resolution of the Council of said City No. 70516, authorizing such execution, and the said second party has hereunto subscribed his name the day and year first hereinabove written.

THE CITY OF SAN DIEGO
By F.A.RHODES, City Manager

H. LOUIS BODMER, Architect
Second Party.

I hereby approve the form of the foregoing Agreement this 14th day of December, 1939.

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 for Services of H. Louis Bodmer. Being Document No. 317414.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Wilby Deputy.

A G R E E M E N T

WHEREAS, L.A.Lane are, is the owner of Lots 1 to 6 Lot __ Block 21 Subdivision Reed & Hubbel, 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 Dec., 1939, by L.A.Lane that I will, for and in consideration of the permission granted to remove 20 feet of curbing on Main street adjacent to 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.

L.A.LANE
Owner's Name
2695 Main St.
Address

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

On this 20th day of December, A.D. Nineteen Hundred and thirty-nine, before me, Effie B. Powell a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared L.A.Lane 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.

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

(SEAL)
My Commission Expires,
April 29, 1941.

RECORDED DEC 27 1939 45 Min. past 2 P.M. In Book 985 At Page 106 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.

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 L.A.Lane to City of San Diego, California. Being Document No. 317431.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Wilby Deputy.

A G R E E M E N T

WHEREAS, E.J.McInerney & C.P. Sisson are the owners of the property, Lot 1,2,3,4, Block 121, 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 21st day of Dec., 1939, by the owners that they will, for and in consideration of the permission granted them to remove 102 feet of curbing on El Cajon & Utah Streets 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 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.

C. P. SISSON
E. J. McINERNEY Jr.
Owner's Name
2931 El Cajon Blvd.
Address

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

On this 21st day of December, A.D. Nineteen Hundred and thirty-nine, before me, J.F. Carlson, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared E.J.McInerney and C.P.Sisson 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 the City of 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 7, 1940.

RECORDED DEC 29 1939 30 Min. past 2 P.M. in Book 976 At Page 327 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 E. J.McInerney & C.P.Sisson to the City of San Diego, California. Being Document No. 317487.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willy Deputy.

A G R E E M E N T

THIS AGREEMENT, made and entered into at the City of San Diego, State of California, this 2nd day of January, 1940, 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 CHARLES M. DAVIS, of said City and State, hereinafter designated as party of the second part, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained and to be performed by the parties hereto, said parties hereby agree as follows:

1. That said second party is hereby given the exclusive right or privilege to collect from all City rubbish, subject to limitations hereinafter set forth, all cans, metal containers, black iron and miscellaneous sheet iron scrap, and for that purpose the City agrees to dump a portion of all rubbish collected by the City upon dumping grounds to be furnished by second party, as hereinafter provided.

2. It is understood and agreed by and between the parties hereto that the City is now dumping a large portion of its rubbish on privately owned land, which land is easily accessible to the City and free from inconvenience or injury to its inhabitants, and that the dumping grounds to be furnished the City by second party shall be equally as accessible and shall likewise be free from inconvenience or private injury to the inhabitants of said City, and shall be free of any rent or charge whatever to the City.

3. It is further understood and agreed that it is the desire of the City to retain the right to use said privately owned dumping grounds for reasons as aforesaid, and that any rubbish now dumped, or to be dumped thereon, is, and shall be, excepted from this agreement.

4. In consideration of the covenants herein and of the making of this agreement by the City, the second party will pay the City the sum of Five Hundred Dollars (\$500.00) upon the execution of this agreement, and in addition thereto will pay the City the sum of Fifty Dollars (\$50.00) per month whenever said City shall dump rubbish for a period of 25 days in any one month or for the entire number of working days in any one month on the dumping grounds owned or controlled by the City or on the dumping grounds provided by second party, as aforesaid; and that in the event the City shall not comply therewith then, and in that event second party will pay the City proportionately for said month, subject, however, to the computation thereof by the City Manager, as hereinafter set forth. The said payment of Five Hundred Dollars (\$500.00) shall be considered, and shall apply, as payment in advance for the last ten (10) months of the term hereof.

5. It is further understood and agreed between the parties hereto that certain individuals and inhabitants of the City of San Diego earn their livelihood by salvaging materials from all rubbish dumping grounds now controlled by the City, and that said second party agrees that he will not interfere with said individuals or persons, subject only to the right of second party to salvage the materials hereinbefore specified.

6. It is further agreed and understood that nothing herein contained shall prevent the City from salvaging any and all materials from all of its dumping grounds other than the materials herein exclusively granted said second party.

7. It is further agreed that the right and privilege herein granted to second party shall likewise cover and include any and all dumping grounds owned and/or controlled by the City, including all said materials now accumulated thereon.

8. Said second party agrees that within a reasonable time after the execution of this agreement he will construct a plant suitable for his needs for the salvaging of said materials, and that he will employ no labor other than citizens of the City of San Diego on all work contemplated by this agreement.

It is agreed, however, that in the event any of the work to be performed in carrying out this agreement shall be of such a nature requiring special services that cannot be secured in the City of San Diego, then and in that event second party may procure said special services from citizens of the United States who may not be residents of said City.

9. It is agreed between the parties hereto that in the interpretation of any of the terms of this agreement, whenever the same shall be necessary, that second party will abide by the decision of the City Manager of said City, and that said decision of the City Manager as to any of the terms thereof, whether of performance or as to any amount to be computed by reason thereof, shall be final and binding upon said second party.

10. It is mutually agreed herein that in no case unauthorized by the Charter of The City of San Diego, or the General Laws of the State of California in effect in said city, shall said City, or any department, board or officer be liable to second party in any manner whatsoever by reason of this agreement.

11. This agreement shall be in force for a period of five (5) years from the date hereof unless sooner terminated by the parties hereto, in the manner herein provided:

Whenever second party shall refuse to comply with any of the terms of this agreement, or shall refuse to abide by the decision of the City Manager, as herein provided, within a period of thirty (30) days after notice thereof by the City, then and in that event this agreement shall terminate and be of no further force and effect.

In case it shall be necessary for the City to give notice of any kind to second party, the same shall be given and shall be complete by sending such notice to second party by United States registered mail, addressed to second party either at his place of business or at his residence.

IN WITNESS WHEREOF, this agreement is executed by The City of San Diego, by and through its City Manager, under and pursuant to a resolution of its Council No. 70150, adopted October 17, 1939, and said second party has hereunto subscribed his name the day and year in this agreement first above written.

THE CITY OF SAN DIEGO
By F. A. Rhodes, City Manager

Charles M. Davis
Party of Second Part

I HEREBY APPROVE the form of the foregoing Agreement this 13th day of December, 1939.

D. L. Ault, City Attorney
By James J. Breckenridge
Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Charles M. Davis for salvaging from City Dumps. Being Document No. 317551.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Wilby 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 27th day of December, 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 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 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:
C. C. May, Assistant Secretary

THE AETNA CASUALTY AND SURETY COMPANY, Surety
Paul Wolcott, Resident Vice-President

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

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

On this 27th day of December, 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)

I hereby approve the form of the foregoing Undertaking this 2d day of January, 1940.

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. 70470 passed and adopted on the 12th day of December, 1939, require and fix the sum of \$76.00 as the penal sum of the foregoing Undertaking.

FRED W. SICK

City Clerk of the City of San Diego.

(SEAL)

CONTRACT FOR STREET LIGHTING.

LA PLAYA LIGHTING DISTRICT NO. 1

THIS AGREEMENT, made and entered into this 2nd day of January, 1940, 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, 1939, to and including November 24, 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 La Playa Lighting District No. 1", filed September 30, 1939, 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.

(SEAL) ATTEST:

C. C. MAY, Assistant Secretary

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY

Principal

By A.E. HOLLOWAY, Vice Pres.

THE CITY OF SAN DIEGO.

By FRED W. SIMPSON

L. F. WEGGENMAN

ADDISON E. HOUSH

A. E. FLOWERS

HARLEY E. KNOX

HERBERT E. FISH

Members of the Council.

(SEAL) ATTEST:

Fred W. Sick, City Clerk

I hereby approve the form of the foregoing Contract, this 2nd day of January, 1940.

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 District #1. Being Document No. 317569.

FRED W. SICK

City Clerk of the City of San Diego, California

By

Helen M. Willey

Deputy

A G R E E M E N T

WHEREAS, Imogene C. Carpenter is the owner of Lot C Block 289 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 2nd day of January, 1940, by Imogene C. Carpenter that she will, for and in consideration of the permission granted her to remove 30 feet of curbing on Albatross St. 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 her so to do, and comply there with at her own expense and with no cost or obligation on the part of The City of San Diego.

Affiant further agrees that this agreement shall be binding on Affiant, 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.

IMOGENE C. CARPENTER
Owner's Name
2537 Albatross
Address

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

On this 2nd day of January, A. D. Nineteen Hundred and Forty, before me, HELEN KOEHLER a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Imogene C. Carpenter 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 heretunto 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 KOEHLER
Notary Public in and for the County of San Diego,
State of California.

(SEAL)
My Commission Expires,
May 13, 1940.

RECORDED JAN 9 1940 56 Min. past 9 A.M. in Book 984 At Page 212 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 Imogene C. Carpenter To City of San Diego, California. Being Document No. 317593.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willey Deputy.

A G R E E M E N T

WHEREAS, Ellen R. Breen are, is the owner of N. E'rly 50' of Lot 1 & 2 Block 22 Subdivision Roseville 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 20th day of December, 1939, by Ellen R. Breen that I will, for and in consideration of the permission granted me to remove 18 feet of curbing on Willow 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 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.

ELLEN R. BREEN
Owner's Name
4011 Richmond
Address

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

On this 21 day of Dec, A.D. Nineteen Hundred and 39, before me, Horace G. Bailey a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Ellen R. Breen known to me to be the person described in and whose name and 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.

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

(SEAL)

RECORDED JAN 9 1940 55 Min. past 9 A.M. in Book 984 At Page 212 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 Ellen R. Breen To City of San Diego, California. Being Document No. 317595.

FRED W. SICK
City Clerk of the City of San Diego, California
By Helen M. Willey 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 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 9th day of January, 1940.

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, 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. Total amount of premium charged, \$5.93.

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

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, Principal
By A. E. HOLLOWAY, Vice Pres.

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

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

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

On this 9th day of January, in the year nineteen hundred forty, 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 12th day of January, 1940.

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. 70524 passed and adopted on the 26th day of December, 1939, require and fix the sum of \$593.00 as the penal sum of the foregoing Undertaking.

(SEAL) FRED W. SICK
City Clerk of The City of San Diego.

CONTRACT FOR STREET LIGHTING.

EL CAJON BOULEVARD LIGHTING DISTRICT NO. 1.

THIS AGREEMENT, made and entered into this 16th day of January, 1940, 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, 1939, to-wit: to and including November 30, 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 El Cajon Boulevard Lighting District No. 1", filed October 9, 1939, 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

assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

RICHFIELD OIL CORPORATION
P. L. Wild, for Vice President and General Sales Manager.
Richfield Bldg Los Angeles
Address

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

On this 11th day of Jany, A.D.Nineteen Hundred Forty and appeared, before me, A. L. Sarrels a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared P. L. Wild 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 Los Angeles, County of Los Angeles, State of California, the day and year in this certificate first above written.

(SEAL) A. L. Sarrels
My Commission Expires Notary Public in and for the County of San Diego,
October 4, 1943. State of California.

RECORDED JAN 17 1940 26 Min. Past 10 A.M. In Book 986 At Page 102 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.
Copyist County Recorder's Office, S. D. County, Calif.
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 Richfield Oil Corp. To The City of San Diego, California. Being Document No. 317784.

FRED W. SICK
City Clerk of the City of San Diego, California

By Atkin M. Wilkins Deputy

BOND

KNOW ALL MEN BY THESE PRESENTS, That WALTER FEREM, A. J. RENWICK and K. P. ELLIS, co-partners, doing business under the firm name and style of WALTER FEREM COMPANY, as Principal and NATIONAL AUTOMOBILE INSURANCE 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 FOUR HUNDRED NINETY-SEVEN Dollars (\$497.00), 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 11th day of January, 1940.

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 Sandblasting, painting and enameling of Chesterton Water Tank, 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.

W. FEREM
A. J. RENWICK
K. P. ELLIS
co-partners, doing business under the firm name and style of WALTER FEREM COMPANY. Principal

NATIONAL AUTOMOBILE INSURANCE COMPANY
By
PAUL DORING Attorney-in-Fact Surety

(SEAL) ATTEST:)

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

On this 11th day of January A.D. 1940, before me, Margaret Murphy a Notary Public in and for the County and State aforesaid, duly commissioned and sworn, personally appeared Paul Doring, Attorney-in-Fact of the NATIONAL AUTOMOBILE INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the within instrument, and he acknowledged the same, and being by me duly sworn, deposes and says that he is the said officer of the company aforesaid, and the seal affixed to the within instrument is the corporate seal of said Company, and that the said corporate seal and his signature as such officer 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 Los Angeles County of Los Angeles the day and year first above written.

(SEAL) MARGARET MURPHY
My Commission Expires Notary Public in and for the County of Los Angeles
Dec. 23, 1942. State of California.

I HEREBY APPROVE the foregoing bond this 13th day of January, 1940.

F. A. RHODES
City Manager

I HEREBY APPROVE the form of the foregoing bond this 13th day of January, 1940.

D. L. Ault, City Attorney
By H. B. Daniel
Asst. City Attorney

LABOR AND MATERIALMEN'S BOND

KNOW ALL MEN BY THESE PRESENTS, That WALTER FEREM, A. J. RENWICK and K. P. ELLIS, co-partners, doing business under the firm name and style of WALTER FEREM COMPANY, as principal, and NATIONAL AUTOMOBILE INSURANCE 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 NINE HUNDRED NINETY-THREE DOLLARS (\$993.00), 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 11th day of January, 1940.

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 sandblasting, painting and enameling of Chestertown Water Tank, 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 City under Document No. 317251; 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 Nine Hundred Ninety-three Dollars (\$993.00), 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 and benefit of any and all persons, companies or corporations who perform labor on, or furnish materials to be used in the said work;

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, their 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.

IN WITNESS WHEREOF, the said principals have hereunto subscribed their names and the said surety 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.

W. FEREM
A. J. RENWICK
K. P. ELLIS
co-partners, doing business under the
firm name and style of WALTER FEREM CO.
Principal.

NATIONAL AUTOMOBILE INSURANCE COMPANY
By PAUL DORING Attorney-in-Fact
Surety

(SEAL) ATTEST:

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss

On this 11th day of January A.D. 1940, before me, Margaret Murphy a Notary Public in and for the County and State aforesaid, duly commissioned and sworn, personally appeared Paul Doring, Attorney-in-Fact of the National Automobile Insurance Company, to me personally known to be the individual and officer described in and who executed the within instrument, and he acknowledged the same, and being by me duly sworn, deposes and says that he is the said officer of the Company aforesaid, and the seal affixed to the within instrument is the corporate seal of said Company, and that the said corporate seal and his signature as such officer 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 Los Angeles, County of Los Angeles, the day and year first above written.

(SEAL) MARGARET MURPHY
My Commission Expires Notary Public in and for the County of Los Angeles
Dec. 23, 1942. State of California.

I HEREBY APPROVE the foregoing bond this 13th day of January, 1940.

F. A. Rhodes
City Manager

I HEREBY APPROVE the form of the foregoing bond this 13th day of January, 1940.

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

CERTIFICATE OF INSURANCE

This is to certify that the following described policies have been conditionally delivered and as a condition precedent the policies are null and void unless the total initial premium is paid on or before noon of the - day of - , 19 - , to the office of the National Automobile Insurance Company at - , California. Name of Assured WALTER FEREM, K. P. ELLIS & A. J. RENWICK, a co-part.dba./ Workers' Compensation and Employer's Liability Policy Number Not Covered. Period 12:01 A.M. of - day of - , 19 - to 12:01 A.M. of - day of - , 19 - . Public Liability Policy Number PL-21918. Limits 10,000/20,000.00. Period 12:01 Noon 4th day of March 1939 to Noon 4th day of March, 1940. DESCRIPTION OF OPERATIONS COVERED - ALL OPERATIONS OF THE NAMED ASSURED. PROPERTY DAMAGE COVERAGE--LIMITS \$5000/25,000.00. 5-DAY CANCELLATION ENDORSEMENT ATTACHED.

In event the conditions of the policies are performed and premium is paid as provided, then in the event of any material change in or cancellation of said policies, the NATIONAL AUTOMOBILE INSURANCE CO. will make every effort to notify the party to whom this Certificate is addressed of such change or cancellation, but the NATIONAL AUTOMOBILE INSURANCE CO. undertakes no responsibility by reason of any failure so to do. Dated this 11th day of January, 1940.

To CITY OF SAN DIEGO,
SAN DIEGO, CALIFORNIA.
DEPT. OF PUBLIC WORKS.

NATIONAL AUTOMOBILE INSURANCE CO.
By B. J. McKee

ENDORSEMENT

Name of Insured WALTER FEREM COMPANY. Effective this 11th day of January 1940, 12:01 AM standard time.

ANYTHING IN THIS POLICY TO THE CONTRARY NOTWITHSTANDING, IT IS HEREBY UNDERSTOOD AND AGREED THAT THE UNDERMENTIONED POLICY MAY NOT BY ITS TERMS BE CANCELLED OR THE AMOUNT OF COVERAGE THEREOF REDUCED UNTIL FIVE (5) DAYS AFTER RECEIPT BY THE INSURED OF WRITTEN NOTICE OF SUCH CANCELLATION OR REDUCTION IN COVERAGE.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitations of the policy and its endorsements other than as above stated.

Attached to and forming part of Policy No. PL-21918 of the National Automobile Insurance Co., of California.

B. J. McKEE Authorized Agent

Certification of Workmen's Compensation Insurance.

Dated January 11, 1940.

CITY OF SANDIEGO
SAN DIEGO, CALIFORNIA

THIS IS TO CERTIFY that the Employer named in the following schedule is at this date insured with LIMITED MUTUAL COMPENSATION INSURANCE COMPANY under policy described in the following schedule covering with Employer's obligation for Compensation as imposed upon the said Employer by the provisions of the Compensation Law in effect in the State of California.

DESCRIPTIVE SCHEDULE

EMPLOYER WALTER FEREM, K. P. ELLIS & A. J. RENWICK (A CO PARTNERSHIP; JOINTLY AND NOT SEVERALLY) DBA WALTER FEREM COMPANY. Address of Employer 112 West 9th Street, Los Angeles, California. Description of work covered: ALL OPERATIONS OF THE ABOVE ASSURED AT: CHESTERTON WATER TANK.

IT IS HEREBY UNDERSTOOD AND AGREED that the policy under which this Certificate is issued may not be cancelled nor the amount of coverage thereof reduced until five days after receipt by the assured of written notice of such cancellation or reduction in coverage. Location - Above. Policy No. 11706.

Date of Inception: MARCH 23rd, 1939
Date of expiration MARCH 23rd, 1940

Countersigned by

C. E. McKenney

MUTUAL MANAGEMENT CORPORATION
Underwriting Agents.

Authorized Representative
ed

Nathan W. Fairlaid President

EP

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 13th day of January, 1940, 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 WALTER FEREM, A. J. RENWICK and K. P. ELLIS, co-partners, doing business under the firm name and style of WALTER FEREM COMPANY, party of the second part, and hereinafter 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: Sandblasting, painting and enameling the Chesterton Water Tank, in accordance with the plans and specifications therefor on file in the office of the City Clerk of said City under Document No. 317251. Contractor agrees to use Barrett's Water Works Coal Tar Primer and Enamel.

Said contractor hereby agrees to do and perform all of said work, at and for the following prices, to-wit: One Thousand Nine Hundred Eighty-five Dollars (\$1985.00)

Said contractor agrees to commence said work within - 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 within forty-five (45) days from and after the date of the execution of this contract.

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 them 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 following sums, to-wit: One Thousand Nine Hundred Eighty-five Dollars (\$1985.00) said payments to be made as follows: Upon completion of the work of sandblasting, painting and enameling the Chesterton Water Tank, and the acceptance of the same by the Hydraulic Engineer of The City of San Diego, 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 they 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 they 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 The City of San Diego. Further, that they 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 their own cost and expense.

The work shall be conducted under the general direction of the Council of said City, and under the immediate supervision of the Hydraulic Engineer of said City, or such other official or officials as said Council may appoint, and will be inspected by inspectors appointed by said

Council, who will enforce strict compliance with the terms of said 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 Council 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 The City of San Diego 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 their 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 of San Diego 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 agrees and covenants that neither said 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 in this contract to be done, shall require or permit such laborer, workman or mechanic to labor more than eight hours during any one calendar day, except in case of extraordinary emergency caused by fire, flood or danger to life or property; and it is further provided, agreed and covenanted that said contractor shall forfeit, as a penalty to said City, ten dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this contract by said 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 hours, in violation of the provisions of Section 653c of the Penal Code of the State of California.

If the contractor considers any work required of them to be outside the requirements of this contract, or considers any record or ruling of the Hydraulic Engineer, as unfair they shall file with the Council a written protest against the same within ten days thereafter, or be considered to have accepted the record and ruling.

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; also that no extra work shall be done by said contractor unless authorized and directed by resolution of said Council to that effect.

Said contractor agrees that they 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.

The Contractor further agrees that in the performance of the work contemplated by this contract, they 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/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:

Trade or Occupation	Per Diem Wage 8 Hours
Compressor operator	\$10.00
Enameller	8.00
Kettleman	6.00
Laborer	5.00
Sandblaster	7.00
Sandblaster helper	5.00
Painter	8.00

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.

For overtime, when the same is permitted by law, one and one-half 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.

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. 70555 of the Council, authorizing such execution, and the contractor have subscribed their names hereunto the day and year in this agreement first above written.

THE CITY OF SAN DIEGO,
By F. A. Rhodes
City Manager
W Ferem
A J Renwick
K P Ellis

co-partners, doing business under the firm name and style of WALTER FERREM COMPANY. Contractor

I hereby approve the form of the foregoing contract, this 13th day of January, 1940.

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Walter Ferrem Company for painting Chesterton Water Tank. Being Document No. 317796.

FRED W. SICK
City Clerk of the City of San Diego, California
By Helen M. Willig Deputy

L E A S E

THIS INDENTURE OF LEASE, made and entered into this 1st day of November, 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 called the City, and STANDARD OIL COMPANY OF CALIFORNIA, 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 Station 186 on the U. S. Bulkhead Line, as said U. S. Bulkhead Line, is now established for the Bay of San Diego; thence north 56° 51' west along said U.S. Bulkhead Line a distance of 45 feet to a point; thence south 33° 09' west a distance of 226.19 feet to a point; thence south 11° 51' east a distance of 40 feet to a point; thence south 56° 51' east a distance of 63.29 feet to the true point or place of beginning; thence continuing south 56° 51' east a distance of 399.11 feet to a point; thence south 19° 10' east a distance of 32.72 feet to a point; thence south 56° 51' east a distance of 50 feet to a point; thence south 33° 09' west a distance of 91 feet to a point; thence north 56° 51' west a distance of 475 feet to a point; thence north 33° 09' east a distance of 111 feet to the true point or place of beginning, containing an area of 51,465 square feet.

PARCEL NO. 2:

Beginning at Station 187 on the U. S. Bulkhead Line, as said U. S. Bulkhead Line is now established for the Bay of San Diego; thence south 56° 51' east along said U.S. Bulkhead Line a distance of 27.30 feet to the true point or place of beginning; thence north 38° 56' 20" east a distance of 58.48 feet to a point; thence north 9° 01' 20" east a distance of 150.57 feet to a point; thence north 70° 50' east a distance of 17.02 feet to a point; thence north 9° 01' 20" east a distance of 160.57 feet, more or less, to a point on the southerly right of way line of the Atchison, Topeka & Santa Fe Railroad Company; thence southeasterly along the said railway right of way line a distance of 20 feet to a point; thence south 9° 01' 20" west a distance of 328.34 feet to a point; thence south 38° 56' 20" west a distance of 653.75 feet to a point; thence south 1° 01' 37" east a distance of 29.43 feet to a point; thence south 58° 22' 40" east a distance of 124.06 feet to a point; thence south 31° 37' 20" west a distance of 33.0 feet to a point; thence north 58° 22' 40" west a distance of 301.0 feet to a point; thence north 31° 37' 20" east a distance of 33.0 feet to a point; thence south 58° 22' 40" east a distance of 65.37 feet to a point; thence north 38° 56' 20" east a distance of 160.42 feet to a point; thence south 51° 03' 40" east a distance of 56.75 feet to a point; thence north 38° 56' 20" east a distance of 462.24 feet to the true point or place of beginning; containing 51,588 square feet of area.

PARCEL NO. 3:

Beginning at Station 186 on the U. S. Bulkhead Line, as said U. S. Bulkhead Line, is now established for the Bay of San Diego; thence north 56° 51' west along said U. S. Bulkhead Line a distance of 45 feet to the true point or place of beginning; thence north 33° 09' east a distance of 46.57 feet to a point; thence north 70° 50' east a distance of 491.00 feet to a point; thence north 15° 29' 13" east a distance of 166.15 feet, more or less, to a point on the southerly lease line of the Atchison, Topeka & Santa Fe Railroad Company, according to Tideland Lease Agreement made and entered into November 12, 1919; thence northwesterly along said lease line a distance of 20 feet to a point; thence south 15° 29' 13" west a distance of 155.60 feet to a point; thence south 70° 50' west a distance of 487.32 feet to a point; thence south 33° 09' west a distance of 287.89 feet to a point; thence south 11° 51' east a distance of 56.57 feet to a point; thence south 56° 51' east a distance of 71.57 feet to a point; thence north 33° 09' east a distance of 20 feet to a point; thence north 56° 51' west a distance of 63.29 feet to a point; thence north 11° 51' west a distance of 40 feet to a point; thence north 33° 09' east a distance of 226.19 feet to the true point or place of beginning, being a strip of ground across the Municipal Tidelands, 20 feet in width, and containing 20,936 square feet of area.

PARCEL NO. 4:

Beginning at Station 186 on the U. S. Bulkhead Line, as said U. S. Bulkhead Line is now established for the Bay of San Diego; thence north 56° 51' west along said U. S. Bulkhead Line a distance of 45.0 feet to the true point or place of beginning; thence north 33° 09' east a distance of 46.57 feet to a point; thence north 70° 50' east a distance of 506.75 feet to a point; thence north 59° 48' 25" east a distance of 232.80 feet, more or less, to a point on the southerly right of way line of the Atchison, Topeka and Santa Fe Railroad Company; thence northwesterly along said southerly right of way line a distance of 30.77 feet to a point; thence south 59° 48' 25" west a distance of 207.45 feet to a point; thence south 70° 50' west a distance of 511.63 feet to a point; thence south 33° 09' west a distance of 287.89 feet to a point; thence south 11° 51' east a distance of 56.57 feet to a point; thence south 56° 51' east a distance of 71.57 feet to a point; thence north 33° 09' east a distance of 20 feet to a point; thence north 56° 51' west a distance of 63.29 feet to a point; thence north 11° 51' west a distance of 40 feet to a point; thence north 33° 09' east a distance of 226.19 feet to the true point or place of beginning, being a strip of ground across the Municipal Tidelands 20 feet in width, and containing 22,517 square feet of area.

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 1st day of November, 1939, and ending on the 31st day of October, 1949, unless sooner terminated as herein provided, at the following rentals:

One hundred dollars (\$100.00) per month for the premises hereinabove described as Parcel No. 1, for the first five-year portion of said term; and

One hundred and twenty-five dollars (\$125.00) per month for the premises hereinabove described as Parcel No. 1, for the second five-year portion of said term; and

Twenty-five dollars (\$25.00) per month for the premises hereinabove described as Parcels No. 2, No. 3 and No. 4.

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 hereinabove described as Parcel No. 1 shall be used only and exclusively for the purpose of constructing, maintaining and operating a wharf thereon. That said lessee shall have the right to construct, maintain and operate upon such wharf, 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 for the proper use and enjoyment of said wharf, 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 wharf 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 Parcels No. 2, No. 3 and No. 4 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; PROVIDED, HOWEVER, that if and when the area hereinabove described as Parcel No. 2 is needed by said City for other purposes, said lessee will promptly remove any and all pipe lines installed therein to the area hereinabove described as Parcel No. 3 or Parcel No. 4; and that upon such removal the lessee shall relinquish to said City all of its right, title and interest in and to said Parcel No. 2. That all pipelines now existing over, along and across said Parcel No. 2 shall be permitted to remain in their present location until such time as said area is needed by said City for other purposes, and said pipelines are required to be moved to the new location on said Parcel No. 3 or Parcel No. 4.

It is specifically understood and agreed that the City reserves the unrestricted right to construct and maintain roads, ways and pipelines across, over or under the pipelines of lessee during the term of this lease.

(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, 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 Parcels No. 2, No. 3 and No. 4, 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 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 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.

(8) 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.

(9) 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, at a rental to be fixed and determined by the Harbor Commission when and if said option for renewal shall be exercised. 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, 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. VANDEMAN

EMIL KLIKA

WILLIAM HARPER

Members of the Harbor Commission of The City of San Diego.

(SEAL) ATTEST:

A. K. STEVENSON, Asst. Secretary

STANDARD OIL COMPANY OF CALIFORNIA

By C. E. BULTMAN Contract Agent

I hereby approve the form of the foregoing Lease, this 8th day of February, 1939.

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 Standard Oil Company of California. Being Document No. 317804.

FRED W. SICK

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 HUNT & CURRY, UNDER THEIR CONTRACT FOR DOING CERTAIN CONSTRUCTION AND FINISHING WORK ON THE GROUND FLOOR 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 SEPTEMBER 11, 1939, AND IS ON FILE IN THE OFFICE OF THE CITY CLERK OF THE CITY OF SAN DIEGO AS DOCUMENT NO. 315611, AND IS ALSO ON FILE IN THE OFFICE OF THE BOARD OF SUPERVISORS, AS DOCUMENT NO. 3616.

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 Hunt & Curry under their contract for doing certain construction and finishing work on the ground floor of the San Diego City and County Administration Building on the Civic Center site in the City of San Diego was completed to the satisfaction of the Superintendent of the Work in charge of the supervision of said work on December 28, 1939.

YOU ARE FURTHER NOTIFIED, that the Board of Supervisors of the County of San Diego on January 2, 1940, by resolution duly and regularly passed and adopted officially accepted the said work performed by said Hunt & Curry; and that on January 2, 1940, 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 Hunt & Curry. 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 4th day of January, 1940.

THE CITY OF SAN DIEGO

By FRED W. SICK, City Clerk

COUNTY OF SAN DIEGO

By J. B. MC LEES, County Clerk

by C. Buckley, Deputy County Clerk

RESOLUTION NO. 70550

WHEREAS, it appears by a communication from H. E. Moore, Superintendent of the Work for the City and the County, dated December 28, 1939, on file with the City Clerk, and filed with the Board of Supervisors on December 28, 1939, that the work to be performed by Hunt & Curry under their contract for doing certain construction and finishing work on the ground floor of the San Diego City and County Administration Building, Civic Center, San Diego, California, which said contract is dated September 11, 1939, and is on file in the office of the City Clerk of said City as Document No. 315611, and is also on file in the office of the Board of Supervisors as Document No. 3616, has been performed and completed in accordance with the plans, drawings and specifications therefor to the satisfaction of the Superintendent of the Work in charge of and having supervision over the performance of said work, and the acceptance thereof by the City and the County is recommended by him; NOW, THEREFORE,

BE IT RESOLVED By the Council of The City of San Diego, as follows:

That the materials furnished and work performed in doing certain construction and finishing work on the ground floor of the San Diego City and County Administration Building, Civic Center, San Diego, California, by Hunt & Curry, the contractors 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 contractors 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 60, 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 2nd day of January, 1940, by the following vote, to-wit: YEAS--Councilmen: Simpson, Weggenman, Housh, Fish, Knox, Flowers and Mayor Bengough. NAYS--Councilmen: None. ABSENT--Councilmen: None.

ATTEST:

(SEAL)

P. J. Benbough

Mayor of the City of San Diego, California

Fred W. Sick

City Clerk of the City of San Diego, California

By August M. Wadstrom 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) FRED W. SICK
City Clerk of the City of San Diego, California
By AUGUST M. WADSTROM Deputy

I HEREBY CERTIFY the above to be a full, true and correct copy of Resolution No. 70550 of the Council of the City of San Diego, California, as adopted by said Council Jan. 2, 1940.

FRED W. SICK City Clerk
By AUGUST M. WADSTROM Deputy

In the Matter of Accepting the Work Performed by Hunt & Curry Under their Contract for Doing Certain Construction and Finishing Work on the Ground Floor of the San Diego City & 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 H. E. Moore, Superintendent of the Work for the City and the County, dated December 28, 1939, on file with the City Clerk and filed with the Board of Supervisors on December 28, 1939, that the work to be performed by Hunt & Curry under their contract for doing certain construction and finishing work on the ground floor of the San Diego City & County Administration Building, Civic Center, San Diego, California, which said contract is dated September 11, 1939, and is on file in the office of the City Clerk of said City as Document No. 315611, and is also on file in the office of the Board of Supervisors, as Document No. 3616, has been performed and completed in accordance with the plans, drawings and specifications therefor to the satisfaction of the Superintendent of the Work in Charge of and having supervision over the performance of said work, and the acceptance thereof by the City and the County is recommended by him, NOW THEREFORE,

BE IT RESOLVED by the Board of Supervisors of the County of San Diego, State of California, as follows:

That the materials furnished and work performed in doing certain construction and finishing work on the ground floor of the San Diego City & County Administration Building, Civic Center, San Diego, California, by Hunt & Curry, the contractors 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 contractors 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 60 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 2nd day of January, 1940, by the following vote:

- AYES: Supervisors Bellon, Richards, Faddis, Warner and Hart
- NOES: Supervisors None
- ABSENT: Supervisors None

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.

J. B. MC LEES, County Clerk and
ex officio Clerk of the Board of
Supervisors

(SEAL)

By M Nasland Deputy
ROGER N. HOWE, County Recorder
By Deputy D. Collins

RECORDED Jan 4 1940 11 min. past 10 A.M., in Book 977, at Page 405 of Official Records,
SAN DIEGO CO., Cal.

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 Notice of Completion of Contract for Civic Center ground Floor. Being Document No. 317864.

FRED W. SICK
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 Wright & Ellen Wright are, is the owner of Lot 25-26-27-Block 317 Subdivision Reed & Dailey'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, that such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 12th day of December, 1939, by Joseph & Ellen Wright that he will, for and in consideration of the permission granted him to remove 20 feet of curbing on Ocean View Blv'd 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 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.

Ellen Wright Joseph Wright
Owner's Name
2820 Ocean View Blvd.
Address

STATE OF CALIFORNIA,)
County of San Diego) ss

On this 20th day of January, A.D. Nineteen Hundred and 1940, before me, James B. Ridgeway a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Ellen Wright and Joseph Wright known to me to be the persons described in and whose names are subscribed to the within instrument, and acknowledge 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
Jan. 12, 1942

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

RECORDED JAN 26 1940 24 Min. Past 9 A.M. In Book 984 At Page 392 Of Official Records,
San Diego Co., Cal. Recorded at Request of City of San Diego.

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
Curb Cutting Agreement from Joseph Wright, et ux To City of San Diego. Being Document No. 317958.

FRED W. SICK
City Clerk of the City of San Diego, California
By

Helen M. Willy Deputy

LE A S E

THIS AGREEMENT, made and entered into this 22nd day of January, 1940, 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 NATHAN L. RANNELLS, of La Jolla, 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:

North 30 acres of Pueblo Lot 1351 and the Southeast 80 acres of Pueblo Lot 1355 of the Pueblo Lands of The City of San Diego, according to Map thereof made by James Pascoe on file in the Recorder's Office of San Diego County, California.

For a term of three (3) years, beginning on the 1st day of January, 1940, and ending on the 31st day of December, 1942, at the following rentals: Seventy-five dollars (\$75.00) 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/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 Common 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. 8410 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 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.

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. 1741 (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 F. A. Rhodes City Manager.

Nathan L. Rannels, Lessee
D. L. AULT, City Attorney
By J. H. McKINNEY Deputy City Atty

I HEREBY APPROVE the form of the foregoing lease, this 25th day of January, 1940.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Nathan L. Rannells. Being Document No. 317970.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Wallig Deputy

A G R E E M E N T

WHEREAS, H. R. Peckham is the owner of Lot 1 Block 12 Subdivision of 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 29th day of January, 1940, by H R Peckham that he will, for and in consideration of the permission granted him to remove 60 feet of curbing on Rosecrans 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.

He 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.

H R PECKHAM
Owner's Name
2905 Nichols St
Address

STATE OF CALIFORNIA,)
) ss
County of San Diego)

On this 29th day of January, A.D. Nineteen Hundred and 40, before me, R. S. Ruffin 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 heretunto 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, 1943.

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

RECORDED FEB 5 1940 4 Min. Past 9 A.M. In Book 990 At Page 107 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. A. SCHMUCKER
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. R. Peckham To City of San Diego. Being Document No. 318111.

FRED W. SICK
City Clerk of the City of San Diego, California.

By Helen M. Wallig 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 6 day of May, 1938.

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 6th 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 Permit with S. Chapman for Pony Ride Concession in Balboa Park. Being Document No. 318119.

FRED W. SICK
City Clerk of the City of San Diego, California.
By Deputy.

L E A S E

THIS AGREEMENT, made and entered into this 1st day of February, 1940, 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 JOHN ZWECK, 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 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 1360 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, San Diego County, California; containing 44 acres, more or less.

For a term of one (1) year, beginning on the 1st day of February, 1940, and ending on the 1st day of February 1941, at the following rental: 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 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 Common 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. 8410 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 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 F. A. RHODES City Manager

JOHN ZWECK Lessee

I HEREBY APPROVE the form of the foregoing Lease this 3rd day of February, 1940.

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 John Zweck covering Pueblo Lot 1360. Being Document No. 318149.

FRED W. SICK

City Clerk of the City of San Diego, California.

By Helen M. Willis Deputy.

A G R E E M E N T

WHEREAS; Edward H. Depew is the owner of Lot 16 Block 5 Subdivision Loma Grande 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, 1940, by E. H. Depew that he will, for and in consideration of the permission granted him to remove 30 feet of curbing on Ivy Lane 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 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. H. DEPEW
Owner's Name
309 Commonwealth Bldg. Address

STATE OF CALIFORNIA,)
) ss
 County of San Diego)

On this 9th day of Jan., A.D. Nineteen Hundred and Forty, before me, Augusta Cosgrove a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared E. H. Depew 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)

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

RECORDED FEB 7 1940 10 Min. Past 9 A.M. In Book 992 At Page 340 Of Official Records,
 San Diego Co., Cal. Recorded At Request of City of San Diego.

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 Edward H. Depew To City of San Diego. Being Document No. 318173.

FRED W. SICK

City Clerk of the City of San Diego, California.

By Helen M. Willig Deputy.

A G R E E M E N T

WHEREAS, Effie L. Terry are, is the owner of 4756-60 Wightman Ave. Lot 83-84 Block 3 re-Subdivision of Blocks 1 to 13, Fairmount 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 26th day of January, 1940, by Effie L. Terry that she will, for and in consideration of the permission granted her to remove 10 feet of curbing on Wightman 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 her assigns, 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.

EFFIE L. TERRY
 Owner's Name
 4246 Swift St
 Address

STATE OF CALIFORNIA,)
) ss
 County of San Diego)

On this 26th day of January, A.D. Nineteen Hundred and forty, before me, Clark M. Foote Jr. a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Effie L. Terry 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)

CLARK M. FOOTE JR
 Notary Public in and for the County of San Diego,
 State of California.

RECORDED FEB 9 1940 41 Min. Past 9 A.M. In Book 997 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 Effie L. Terry to City of San Diego. Being Document No. 318200.

FRED W. SICK

City Clerk of the City of San Diego, California.

By Helen M. Willig Deputy.

A G R E E M E N T

WHEREAS, Martha M. Frost is the owner of Lot E & F Block 91 Subdivision Horton 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 Feb, 1940, by Martha M. Frost that she will, for and in consideration of the permission granted agree to remove 45 feet of curbing on 1st 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.

MARTHA M. FROST
 Owner's Name
 665 San Elijo
 Address

STATE OF CALIFORNIA,)
) ss
 County of San Diego)

On this 5th day of February, A.D. Nineteen Hundred and 40, before me, Helen E. Carr a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Martha M. Frost 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
 June 25, 1940

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

RECORDED FEB 9 1940 40 Min. Past 9 A.M. In Book 997 At Page 133 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 Martha M. Frost To City of San Diego. Being Document No. 318242.

FRED W. SICK
 City Clerk of the City of San Diego, California.

By Helen M. Wallig Deputy

A G R E E M E N T

THAT WHEREAS, by Resolution No. 70626, adopted January 16, 1940, the City Council of The City of San Diego granted to E. S. Kinney, Jr., permission to connect with a private sewer line crossing his property on a private easement, to service the house being constructed by the said E. S. Kinney, Jr., which resolution is in the words and figures as follows, to-wit:

"RESOLUTION NO. 70626

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

Permission is hereby granted to E. S. Kinney, Jr., c/o Kinney Bros., 30th and A Streets, to connect the house now under construction on Lots 30, 31, 32 Block 91 E. W. Morse's Sub. of Pueblo Lot 1150 to the 4" cast iron line now crossing this property on a private easement, with the sewer on Fern Street, on the condition that he sign an agreement to relieve the City of any damages which might occur in the future by reason of stop-up of the sewer lateral.

The City Attorney is hereby requested to prepare a form of agreement for signature by E. S. Kinney, Jr., on the special permit granted above. "

NOW, THEREFORE, in consideration of the permission above granted, I agree to save The City of San Diego harmless from liability of any nature whatsoever because of such connection or because of any use of the four-inch private sewer described in said resolution, and further agree to promptly reimburse and pay The City of San Diego for any and all expenses, costs or outlay of any nature whatsoever it may suffer by virtue of any claims or litigation which may in the future be filed against the City because, and on account, of damages sustained by any person, firm or corporation, as a result of the use of said sewer connection by the undersigned, or his successors or assigns in interest.

That on January 26, 1940, the owner of said private sewer line by an instrument in writing granted to the undersigned permission to connect with and use said private sewer line, a copy of which said permit was and is in the words and figures as follows, to-wit:

"January 26, 1940.

KINNEY BROS.
 Home Appliances
 30th and A Sts. Phone Main 3050
 SAN DIEGO, CALIF.

To Whom It May Concern:-

In consideration of one dollar and other valuable consideration I grant permission to E. S. Kinney, Jr. to connect to the four inch cast iron pipe sewer lateral crossing his property and serving my property at 3044 A St. He will connect at a point near the center of his lots adjoining and west of mine. Both parties to this agreement will be equally responsible for maintaining the sewer line up to the above mentioned point of connection by E. S. Kinney, Jr.

Paul S. Star
 Owner at 3044 "A" St.

Agreed to by E. S. Kinney Jr.
 Owner at 3038 "A" St."

Dated this 6th day of February, 1940. E. S. KINNEY JR.

Approved as to form by D. L. Ault, City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement of E. S. Kinney, Jr. releasing City from any liability from use of Private Sewer Lateral Being Document No. 318243.

FRED W. SICK
 City Clerk of the City of San Diego, California.

By Helen M. Wallig Deputy

A G R E E M E N T

WHEREAS, S. M. Stalmer and Beatrice Stalmer are owners of Lots 10, 11 Block - G.A. Bush Addition and,

WHEREAS, the provisions of Ordinances No. 12073 and 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 Ave. and Sixth Ave.; and,

WHEREAS, the undersigned has heretofore applied to the Council of the City of San Diego for a special permit to erect a store 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. 70733 suspended the provisions of

said ordinance with respect to said property and has granted permission to the undersigned to erect a store building to the front property line on the condition and for and in consideration that the undersigned will at any later date, after February 6, 1945 when requested by the City of San Diego, move said store 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 8th day of February, 1940, by S. M. Stalmer and Beatrice Stalmer that they will, for and in consideration of the permission granted them to erect a store building on the above described property to the front property line, bind themselves to, and they hereby by these presents agree, to move any store 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 Ordinances No. 12073, 1212 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 store building to the line designated; that they will move said store building 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.

S. M. STALMER
BEATRICE STALMER
Owner's Name

STATE OF CALIFORNIA,) ss
County of Los Angeles)

On this 8th day of February A.D. Nineteen Hundred and Forty, before me, L. E. Lampton, County Clerk in and for said County, residing therein, duly commissioned and sworn, personally appeared S. M. Stalmer and Beatrice Stalmer 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 Los Angeles, County of Los Angeles, State of California, the day and year in this certificate first above written.

(SEAL)

L. E. LAMPTON, County Clerk
Notary Public in and for the County of Los Angeles
State of California

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with S. M. & Beatrice Stalmer to Move Building When Univ. & Sixth Ave is Widened. Being Document No. 318276.

FRED W. SICK
City Clerk of the City of San Diego, California.

By Helen M. Willig 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 1st day of February, 1940.

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 northly 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.

Total amount of premium charged \$5.00.

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.

(SEAL) ATTEST:

E. L. TOLSON, Resident Assistant Secretary

By PAUL WOLCOTT Resident Vice-President.

State of California,) ss.
County of San Diego.)

On this 1st day of February, in the year nineteen hundred forty, 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 February, 1940.

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. 70675 passed and adopted on the 23d day of January, 1940, require and fix the sum of \$13.00 as the penal sum of the foregoing Undertaking.

(SEAL)

FRED W. SICK
City Clerk of The City of San Diego.

CONTRACT FOR STREET LIGHTING.

Eighth Avenue Lighting District No. 1

THIS AGREEMENT, made and entered into this 13th day of February, 1940, 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, 1940, to-wit, to and including December 31, 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 Eighth Avenue Lighting District No. 1", filed November 2, 1939, 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 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:
J. A. CANNON, Secretary

THE CITY OF SAN DIEGO.
By P. J. BENBOUGH
FRED W. SIMPSON
L. F. WEGGENMAN
ADDISON E. HOUSH
HARLEY E. KNOX
HERBERT E. FISH
A. E. FLOWERS
Members of the council.

(SEAL) ATTEST:
FRED W. SICK, City Clerk
By AUGUST M. WADSTROM, Deputy.

I hereby approve the form of the foregoing Contract, this 9th day of February, 1940.

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 8th Avenue Lighting District #1. Being Document No. 318294.

FRED W. SICK
City Clerk of the City of San Diego, California.

By Helen M. Willy 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 1st day of February, 1940.

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 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 con-

tract, then the above obligation to be void; otherwise to remain in full force and effect.
Total amount of premium charged, \$5.00.

(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,)ss
County of San Diego.)

On this 1st day of February, in the year nineteen hundred forty, 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 February, 1940.
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. 70674 passed and adopted on the 23d day of January, 1940, require and fix the sum of \$12.00 as the penal sum of the foregoing Undertaking.

(SEAL) FRED W. SICK
City Clerk of The City of San Diego

CONTRACT FOR STREET LIGHTING.

Seventh Avenue Lighting District No. 1

THIS AGREEMENT, made and entered into this 13th day of February, 1940, 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 willfully 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, 1940, to-wit, to and including December 31, 1940.

All of such 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 30, 1939, 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.

(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
Fred W. Simpson
L. F. Weggenman
Addison E. Housh
Herbert E. Fish
Harley E. Knox
A. E. Flowers
Members of the Council.

ATTEST:
FRED W. SICK City Clerk.
By AUGUST M. WADSTROM Deputy

I hereby approve the form of the foregoing Contract, this 9th day of February, 1940.
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 7th Avenue Lighting District No. 1. Being Document No. 318295.

FRED W. SICK
City Clerk of the City of San Diego, California.

By Helen M. Wilby Deputy.

PROJECT AGREEMENT - 1940 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, 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. PROJECT

The project and estimated expenditure therefor as listed hereinafter constitute the budget heretofore submitted by the City which has been, and is hereby, approved by the Department:

Project	Location	Mile	Description	Amount
6	Narragansett St. extension, from Macaulay St. to Chatsworth Blvd.	0.03	Acquire right of way	\$1,300.00

ARTICLE II. RIGHT OF WAY

The right of way provided for in project 6 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 III. FUNDS

Funds budgeted to defray the cost of the project described in Article I are available from revenue accruing for expenditure within the City during the fiscal year ending June 30, 1940, under the provisions of Section 194 of the Streets and Highways Code, estimated in the amount of \$140,310.00.

The amount of \$1,300.00 is budgeted to defray the cost of the project payable from funds of the 1/4 cent gas tax allocation as listed in Article I.

The annual revenue and the amount provided for the project listed in Article I are estimated amounts. In the event that the actual revenue or the actual cost of the project differs from estimated amounts, the approved budget may be amended only by supplemental agreement.

The amount provided herein for the 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 project 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 6.

As the work progresses on project 6, the Department 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 set forth herein, are fully discharged; provided that sufficient funds have accumulated to the credit of the City to meet such obligations.

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 IV. 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 Special Gas Tax Street Improvement Fund.

Within sixty days after the completion of the work described in project 6, 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.

ARTICLE V. 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 24th day of January, 1940, and the Department on the 30th day of January, 1940.

Approval recommended:

L V CAMPBELL

Engineer of City and
Cooperative Projects

(SEAL)

CITY OF SAN DIEGO

By F. A. RHODES CITY MANAGER

STATE OF CALIFORNIA

DEPARTMENT OF PUBLIC WORKS

DIVISION OF HIGHWAYS

By G McCOY Assistant State Highway Engineer

Approved as to form and procedure:
C. C. CARLETON Chief Attorney

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. 318339.

FRED W. SICK
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 7th day of February, 1940, 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 JAMES BALLANTYNE, 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:

Lots 1, 2, 7 and 8, Block 5, and Lots 1 and 2, Block 3, Cajon Park; subject to all easements, liens and encumbrances, whatsoever.

For a term of three (3) years, beginning on the 18th day of January, 1940, and ending on the 17th day of January, 1942, at the following rentals: Sixty Dollars (\$60.00) 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/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 Common 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. 8410 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. Lessee agrees not to pump water from any wells located on said premises.

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 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. 70765 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 F. A. RHODES City Manager

JAS BALLANTYNE Lessee

I HEREBY APPROVE the form of the foregoing Lease this 14th day of February, 1940.

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 James Ballentyne. Being Document No. 318348.

FRED W. SICK
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 7th day of February, 1940, 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 WILLIAM A. HAMILTON, 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:

That portion of Lot 73, of Rancho Mission of San Diego, according to the Partition Map thereof made in Case No. 348, of the Superior Court of San Diego County, Entitled, Juan M. Lucó,

et al., vs. Commercial Bank of San Diego, et al., described as follows: Commencing at a point on the south line of said Lot 73 at the corner common to Sections 25, 26, 35 and 36, Twp. 15 South, Range 2 West, S.B.B.M; thence West along the south line of said Lot 72, a distance of 2100 feet; thence North 53° 08' East, 2625.00 feet to the dividing line between said Sections 25 and 26; thence North along the dividing line between said sections, 2505.0 feet; thence North 32° West, 1415.0 feet to a point on the north line of said Section 26; thence East along the north line of said Section 26, a distance of 750 feet to the corner common to Sections 23 and 24, 25 and 26 of said Township and Range; thence North 53° 34' East, 1347.0 feet to an intersection with the dividing line between Rancho Mission and Rancho El Cajon; thence along said dividing line South 8° 15' East, 3500 feet, more or less, to Corner No. 9 of said Lot 73; thence South 53° East, 4032.60 feet to Corner No. 10 of said Lot 73, said corner being on the south line of said Lot 73; thence West along the south line of said Lot 73 to the point or place of commencement; containing 290 acres of land, more or less.

For a term of three (3) years, beginning on the 1st day of January, 1940, and ending on the 31st day of December, 1942, at the following rentals: Sixty Dollars (\$60.00) annually 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 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 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. 8410 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 the Lessee shall be permitted to construct any structures or improvements upon said premises that may be necessary for the purposes for which said premises are leased; and all such structures or improvements which may hereafter be placed on said premises by the Lessee shall not become the property of the Lessor, and upon the termination of this lease and the surrender of said premises Lessee shall be permitted to remove the same at his own cost and expense; EXCEPT, however, that any and all exterior boundary line fences of the tract constructed by said Lessee shall become the property of the City upon the termination of this lease. As a condition of this right to remove any such structures or improvements, the Lessee shall repair any damage caused by such removal and restore said premises to their original condition.

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 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. 70515 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 F. A. Rhodes City Manager

WILLIAM A. HAMILTON Lessee
I HEREBY APPROVE the form of the foregoing Lease this 16 day of February, 1940.
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 William A. Hamilton. Being Document No. 318384.

FRED W. SICK
City Clerk of the City of San Diego, California.

By Helen M. Willy Deputy

CONCESSION AGREEMENT

THIS AGREEMENT, made and entered into, in duplicate, this 19th day of February, 1940, 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, part of the first part, and TED MATTHEWS, party of the second part, WITNESSETH:

For and in consideration of the covenants and conditions hereinafter set forth, the parties hereto agree as follows:

The party of the first part hereby agrees as of the 20th day of February, 1940, to permit the party of the second part to establish, maintain and conduct a miniature auto ride upon the lands or area in Balboa Park described as follows, to-wit:

A plot of ground approximately 30 feet x 60 feet immediately southeasterly from the merry-go-round, and adjacent to the westerly line of the right of way of the San Diego Electric Railway Company, in Balboa Park, in the City of San Diego, California.

That said party of the second part for and in consideration of the permit to him issued by the party of the first part hereby agrees and covenants as follows, to-wit:

The party of the second part will pay to the party of the first part, as rental for the privilege and concession hereby granted, ten per cent (10%) of the gross receipts or revenue derived from the operation of said miniature auto ride, based upon settlements submitted to the Park Director at his office on the forenoon of the first day of each month, or, in the event the first day of the month falls upon a holiday, then settlement shall be made with the Park Director at his office on the forenoon of the following business day following the first day of the month.

The party of the second part will cause a serially numbered ticket to be issued for each person paying to patronize the aforesaid miniature auto ride, and the said party of the second part will keep all cancelled tickets so that the same may be inspected by a representative of the party of the first part, and the said second party will keep true records and accounts of the receipts therefrom in books especially kept for the purpose, which accounts and books shall be open for inspection by any authorized representative of The City of San Diego at all times.

That the party of the second part will, during the continuance of this agreement, carry accident and liability insurance in the sum of not less than Ten Thousand Dollars (\$10,000) for one person or Twenty Thousand Dollars (\$20,000) for two or more persons, insuring The City of San Diego and said party of the second part against any loss or damage because of any accident occurring from the operation or maintenance of said device.

The party of the second part agrees that he will at all times conduct said business in such manner and will at all times maintain the said premises and device in such attractive and sanitary condition and in such state of cleanliness as shall meet with the approval of the Director and will, upon notice in writing from the Park Director, make any reasonable alterations, changes or improvements in the method of conduct of such business as will meet the requirements of said Park Director; and said second party shall comply with such request within thirty (30) days from and after the receipt of said notice; and upon his failure to so comply with the requirements of said Park Director said second party shall forfeit all of his right, title, interest or equity in and to the plot of ground above described.

Said second party agrees that he will not sublet, sell or otherwise dispose of the grant herein made to him, nor any part thereof, without the consent of the Park Director having first been obtained in writing.

Said second party agrees that he will employ only such help as shall be first class in every respect, and that he will on notice from the Park Director immediately discharge any employee who shall be unsatisfactory to the Park Director for any cause whatsoever.

It is agreed that The City of San Diego does not in any way undertake to imply or guarantee the success, financially or otherwise, of the venture herein described; and it is mutually agreed that the party of the second part assumes the entire risk attendant upon the success or failure of the enterprise above designated, and that the party of the second part will at all times during the use of said plot save The City of San Diego harmless from any loss of any nature whatsoever.

The party of the second part will not permit or suffer any rubbish or inflammable material to remain in, upon or about said premises, and no game of chance, gambling or sale of intoxicating liquors upon or about the premises above described, and the agent or agents of said Park Director shall at all times be permitted free access to said premises and buildings thereon for the purpose of inspecting same and for the preservation of order thereon.

The party of the second part will promptly pay and discharge all taxes and/or assessments of every nature which may be levied against said amusement device and buildings erected therefor during the continuance of this agreement.

If through fire, earthquake, riot, act of God, or cause not within the control of the party of the second part it shall be impossible to operate said device, then said second party may at his option terminate this agreement by notifying said Park Director, in writing.

At and upon the expiration or termination of this agreement the party of the second part shall, within sixty (60) days after such expiration or termination, completely remove said device and buildings from the above described premises.

The party of the first part, during the term of this agreement, will not grant to any person other than the party of the second part the right to install or operate another such amusement device in Balboa Park within a radius of one-half mile of the location described in this agreement.

If the party of the second part shall fail to conduct and carry on said amusement device, or to operate same as herein provided, or otherwise fail to carry out, complete and perform each and all the terms, conditions or covenants agreed to be kept and performed by said second party, then the party of the first part reserves the right to immediately terminate this agreement by notifying the second party, in writing; otherwise, this agreement shall run from year to year at the will of the Park Director or other constituted authority having jurisdiction in the matter.

IN WITNESS WHEREOF, this agreement is executed by THE CITY OF SAN DIEGO, acting by and through its Park Director, under and pursuant to Resolution No. 70764 of the Council, authorizing such execution, and the said party of the second part has hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO,
By W. Allen Perry Park Director
Ted Matthews Party of the Second Part

I HEREBY APPROVE the form of the foregoing Concession Agreement this 5th day of February, 1940.

D. L. AULT City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Concession agreement with Ted Matthews. Being Document No. 318459.

FRED W. SICK
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, entered into this 21st day of February, 1940, by and between THE CITY OF SAN DIEGO, a municipal corporation, of the County of San Diego, State of California, hereinafter designated as the Party of the First Part, and the CITY OF CORONADO, a city of the sixth class, of said County and State, hereinafter designated as the Party of the Second Part, WITNESSETH:

WHEREAS, in the interest of more efficient law enforcement, it is desirable that the City of San Diego have close cooperation with surrounding towns and cities in blocking the escape of criminals and apprehending them prior to their departure from the County of San Diego; and

WHEREAS, to this end the Party of the First Part desires to arrange with Party of the Second Part for the installation and operation of a remote control service from Radio Station KGZD, operated by Party of the First Part, and said Party of the Second Part is willing to enter into such an arrangement; NOW, THEREFORE,

In consideration of the mutual benefits which will accrue to each of the parties hereto,

and in further consideration of greater and more efficient law enforcement, the parties hereto agree with each other as follows:

A. The Party of the Second Part agrees as follows:

- (1) That it will furnish the necessary telephone channel to operate the remote control from said Radio Station KGZD operated by Party of the First Part as aforesaid.
- (2) That it will buy and furnish all materials for a remote control amplifier and all appurtenances in connection therewith.
- (3) That it will furnish any and all receiving and/or transmitting equipment for use or to be used in its motor vehicles.
- (4) That it will operate the remote control in accordance with the rules and regulations of the Electrical Division of the Public Works Department of the Party of the First Part.
- (5) That it will provide ferry transportation to employees of the Electrical Division of the Public Works Department of the Party of the First Part whenever it shall become necessary for said employees to go to the City of Coronado either for repairs or for the performance of any work or service in and about the work contemplated herein.

B. Party of the First Part agrees as follows:

- (1) That it will furnish all labor necessary to build and install the remote control amplifier and appurtenances to be furnished by Party of the Second Part.
- (2) That it will furnish all labor necessary in maintaining the transmitters for the motor vehicles of Party of the Second Part, which labor will be performed in its own shops, in order that the same will operate in accordance with its license from the Federal Communications Commission; it being understood and agreed that materials for such maintenance work will be furnished by Party of the Second Part, as aforesaid.
- (3) Party of the First Part reserves the right to use a portion of the output of the ultra-high frequency receiver installed in the City of Coronado, for the purpose of receiving signals from the motor vehicles of Party of the First Part; but that, nevertheless, the use of the output of said receiver shall not interfere with the operation by said Second Party of its remote control system.

The parties hereto agree that the term of this agreement shall be for a term of two (2) years and shall continue until terminated by either party thereto by giving to the other in writing one (1) year's notice of such intention to terminate.

In the event of a breach of any of the terms hereof by either party, then in that event the other party, by resolution of its Council, may terminate this agreement, which termination shall take effect thirty (30) days after notice of the adoption thereof.

IN WITNESS WHEREOF, this agreement is executed by Party of the First Part, by and through its City Manager, under and pursuant to a Resolution of its Council No. 70847, adopted the 20th day of February, 1940, and Party of the Second Part has executed this agreement by its Mayor and attested by its City Clerk, under and pursuant to a resolution adopted by its City Council authorizing the same on the 19th day of February, 1940, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO,
Party of the First Part,

F. A. Rhodes, City Mgr.
By F. M. Lockwood Asst. City Manager

(SEAL) ATTEST:
A. A. MATHEWSON
City Clerk

THE CITY OF CORONADO,
Party of the Second Part,
By H. G. S. WALLACE Mayor
D. L. AULT, City Attorney
By JAMES J. BRECKENRIDGE, Deputy

I HEREBY APPROVE the form of the foregoing Agreement this 13th day of February, 1940.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with City of Coronado for Police Radio Service. Being Document No. 318523.

FRED W. SICK
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. Lilly Gillmore are, is the owner of Lot G. Block 335 Subdivision Hortons Addition and,

WHEREAS, the provisions of Ordinance No. 836 (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 February, 1940, by Lilly Gillmore that I will, for and in consideration of the permission granted to me to remove 16 feet of curbing on West Palm 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.

STATE OF CALIFORNIA,)
County of San Diego) ss

Lilly Gillmore
Owner's Name
206 West Palm
Address

On this 20th day of Feb., A.D. Nineteen Hundred and Forty, before me, Esther Caldwell a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Lilly Gillmore 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
March 18, 1942.

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

RECORDED FEB 26 1940 14 Min. Past 2 P.M. In Book 1004 At Page 30 Of Official Records, San Diego Co., Cal. Recorded at Request of City of San Diego.

ROGER N. HOWE, County Recorder

I certify that I have correctly transcribed this document in above mentioned book.
By Deputy H. ZERVAS
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 Lilly Gillmore to City of San Diego. Being Document No. 318524.
FRED W. SICK

City Clerk of the City of San Diego, California.

By Helen M. Willey Deputy.

CONCESSION AGREEMENT

THIS AGREEMENT, made and entered into this 21st day of February, 1940, by and between THE CITY OF SAN DIEGO, a municipal corporation in the 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 WHEREAS THE Concession Agreement entered into between The City of San Diego and Chris Winther and Lillian C. H. Winther on the 14th day of February, 1939, wherein said Chris Winther and Lillian C. H. Winther were granted permission to operate a concession stand in the lobby of the Administration Building in said City, has expired, and it is the desire of said parties to enter into a new agreement covering the same subject matter;

NOW, THEREFORE, for and in consideration of the terms and conditions to be mutually performed by the parties hereto, and for other good and valuable considerations, the said parties hereto agree with each other as follows:

Party of the First Part does by these presents hereby grant permission to Second Parties to operate a concession stand in the lobby of the Administration Building, Civic Center, in said City, for a period of three (3) years, said term to run from and after the 1st day of March, 1940, 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, 1940.

(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 therefore 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) It is expressly agreed by the parties hereto that either party may cancel this agreement by giving ninety (90) days' notice thereof in writing to the other party; and that after said ninety (90) days have elapsed, all rights by reason of this agreement shall cease and be determined, excepting, however, any claims, whether liquidated or unliquidated, arising by reason of the terms of this agreement.

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. 70851 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
FRED W. SIMPSON
LOUIS F. WEGGENMAN
ADDISON E. HOUSH
HERBERT E. FISH
HARLEY E. KNOX
A. E. FLOWERS
Members of the City Council

(SEAL)
ATTEST:

FRED W. SICK City Clerk

CHRIS. WINTHER
LILLIAN C. H. WINTHER
Parties of the Second Part

I HEREBY APPROVE the form of the foregoing Concession Agreement this 17th day of February, 1940.

D. L. AULT, CITY ATTORNEY,
By JAMES J. BRECKENRIDGE
Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of

Concession Agreement With Chris.& Lillian C. H. Winther. Being Document No. 318525.
FRED W. SICK
City Clerk of the City of San Diego, California.

By Helen M. Wilzig Deputy.

A G R E E M E N T

WHEREAS, Melvin D. Miller, a single man is the owner of that certain lot in the City of San Diego, California, County of San Diego, described as follows:

That portion of Pueblo Lot 242 of the Pueblo Lands of San Diego, according to map made by James Pascoe, described as follows: BEGINNING at the most westerly corner of said Pueblo Lot 242; thence along the southwesterly line of said Pueblo Lot South 53° 49' 55" East 222.88 feet to the true point of beginning; thence North 36° 06' 20" East 475.49 feet to the southerly line of San Diego Electric Railway right of way, as described in deed recorded in Book 937 page 199 of Deeds, thence along said right of way line south 77° 56' 10" East 103.26 feet; thence South 36° 06' 20" West 517.56 feet to the southwesterly line of said Pueblo Lot; thence North 53° 49' 55" West 94.30 feet to the true point of beginning. Excepting therefrom the southwesterly 35 feet thereof, conveyed to City of San Diego for street purposes by deed recorded in Book 649 page 340 of Deeds.

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, 1940, by Melvin D. Miller that he will, for and in consideration of the permission granted him to remove 24 feet of curbing on Midway Drive 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, 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.

MELVIN D. MILLER
Owner's Name
3750 Midway Drive, San Diego
Address

STATE OF CALIFORNIA,)
County of San Diego) ss

On this 17th day of February, A.D. Nineteen Hundred and Forty, before me, CHARLES SLAVIK a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Melvin D. Miller known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledge 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
Aug. 27. 1940.

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

RECORDED FEB 26 1940 13 Min. Past 2 P.M. In Book 994 At Page 422 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
Curb Cutting Agreement from Melvin D. Miller to City of San Diego. Being Document No. 318552.

FRED W. SICK
City Clerk of the City of San Diego, California.

By Helen M. Wilzig Deputy.

L E A S E

THIS AGREEMENT, made and entered into this 2nd day of February, 1940, 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 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:

All that portion of Pueblo Lot 1102 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 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 therefrom all public streets and highways.

For a term of one (1) year, beginning on the 1st day of February, 1940, and ending on the 31st day of January, 1941, at the following rental: 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, sand and/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, and remove said sand and/or 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 Ordinance No. 8410 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 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 F. A. RHODES City Manager

EDWARD METCALF Lessee.

I HEREBY APPROVE the form of the foregoing Lease this 27th day of February, 1940.

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 Edward Metcalf. Being Document No. 318599.

FRED W. SICK

City Clerk of the City of San Diego, California.

By Helon M. Willig Deputy.

L E A S E

THIS AGREEMENT, made and entered into this 2nd day of February, 1940, 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 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 1102 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 the County 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 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.

For a term of one (1) years, beginning on the 1st day of February, 1940, and ending on the 31st day of January, 1941, 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, and remove sand and/or earth material if and as desired.

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. 8410 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 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 F. A. RHODES City Manager

HARVEY D. ALLEN Lessee

I HEREBY APPROVE the form of the foregoing Lease this 27th day of February, 1940.

DR. 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 Harvey D. Allen. Being Document No. 318600.

FRED W. SICK
City Clerk of the City of San Diego, California.

By Hele M. Willy Deputy.

In the Matter of Acceptance of Permit
from City of San Diego to Use and Occupy
Palace of Entertainment and Portion of
Palace of Education in Balboa Park for
W.P.A. Projects.

On motion of Supervisor Bellon, seconded by Supervisor Hart, the following resolution is adopted:

WHEREAS, that certain Preferential Use and Occupancy Permit, granted on the 23rd day of July, 1938, by the City of San Diego to the County of San Diego for the use and occupancy of the Federal Building in Balboa Park for maintaining headquarters and providing working space for W.P.A. projects sponsored by the County, has been terminated by the City, upon notice in writing to the County; and

WHEREAS, said City has offered to said County, in lieu of space used and occupied in said Federal Building, a similar Permit for the use and occupancy of the Palace of Entertainment and a portion of the Palace of Education in Balboa Park for maintaining headquarters and providing working space for said projects: NOW, THEREFORE,

BE IT RESOLVED by the Board of Supervisors of the County of San Diego, State of California, as follows:

That the Preferential Use and Occupancy Permit, granted on the 23rd day of July, 1938, by the City of San Diego to the County of San Diego for the use and occupancy of the Federal Building in Balboa Park for maintaining headquarters and providing working space for W.P.A. projects sponsored by the County, be and the same is hereby terminated;

That the Preferential Use and Occupancy Permit, granted by the City of San Diego to the County of San Diego for the use and occupancy of the Palace of Entertainment and a portion of the Palace of Education in Balboa Park for maintaining headquarters and providing working space for W.P.A. projects sponsored by the County, be and the same is hereby accepted, and the Chairman of this Board be and he is hereby authorized and directed to execute the same for and on behalf of the County.

BE IT FURTHER RESOLVED that that certain Agreement by and between the County of San Diego and the Works Progress Administration for Southern California, for the use and occupancy of said buildings under the terms and conditions of said Permit, be and the same is hereby approved, and the Chairman of this Board be and he is hereby authorized and directed to execute said agreement for and on behalf of the County.

PASSED AND ADOPTED by the Board of Supervisors of the County of San Diego, State of California, this 23rd day of February, 1940, by the following vote, to-wit:

AYES: Supervisors Bellon, Faddis, Warner and Hart

NOES: Supervisors None

ABSENT: Supervisor Richards

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.

J. B. MC LEES, County Clerk and ex-officio Clerk of the Board of Supervisors
(SEAL)

By L. O'KENNEDY Deputy

PREFERENTIAL USE AND OCCUPANCY PERMIT

THIS AGREEMENT, made this 27th day of February, 1940, 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 buildings formerly known as the Palace of Entertainment and the Palace of Education 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, the use of the 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 all of the building formerly known as the Palace of Entertainment, save and except that portion of said building known and designated as the Puppet Theatre; and also an area of 5,000 square feet in the south end of the Exhibition Auditorium in the building formerly known as the Palace of Education 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 buildings 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 buildings 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 buildings, but that at such times such employees shall be restricted to areas in the rear of said buildings; 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 buildings 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 buildings shall be restored by the County to its former condition, reasonable wear and tear excepted; provided further that the County shall have the right to remove existing temporary partitions and false woodwork that may be necessary to adapt said space to the purposes for which the same are hereby granted.

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 buildings 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 buildings the County shall pay to said City, from time to time upon demand by the City, an amount or amounts equal to that proportion of the total cost to the City of carrying insurance on said buildings during the period said buildings are occupied by the County hereunder, which the total square feet of space granted to the County bears to the total square feet of space in said buildings; 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.

9. That the County shall be responsible for and shall pay all charges for light, heat, power and water furnished for or by reason of such occupancy.

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.

(SEAL)

THE CITY OF SAN DIEGO, Party of First Part,
by W. ALLEN PERRY Park Director

(SEAL)

COUNTY OF SAN DIEGO, Party of Second Part,
by T. LE ROY 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 Preferential Use and Occupancy Permit with County of San Diego. Being Document No. 318602.

FRED W. SICK

City Clerk of the City of San Diego, California.

By Helen M. Willey Deputy.

A G R E E M E N T

WHEREAS, Genevieve R. Warwick at 1535 Solodad are, is the owner of Lot 16 Block E Sub-division Resubdivision of a portion of Villa Tract between Exchange Pl. & Luddington 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 February, 1940, by Genevieve R. Warwick that I will, for and in consideration of the permission granted me to remove 16 feet of curbing on 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 myself, 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.

State of California,)
) ss
County of San Diego)

GENEVIEVE R. WARWICK
Owner's Name
7816 Gerard Ave LaJolla
Address

On this 24th day of February, A.D. Nineteen Hundred and 40, before me, Marjorie Bates a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Genevieve R. Warwick known to me to be the person described in and whose name she sub-

scribed to the within instrument, and acknowledge 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, City of San Diego, County of San Diego, State of California, the day and year in this certificate first above written.
(SEAL)

MARJORIE BATES
Notary Public in and for the county of San Diego,
State of California.

RECORDED MAR 4 1940 40 Min. Past 9 A.M. In Book 997 at Page 380 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 Genevieve R. Warwick to City of San Diego. Being Document No. 318625.

FRED W. SICK

City Clerk of the City of San Diego, California.

By Helen M. Willey Deputy.

KNOW ALL MEN BY THESE PRESENTS, That F. V. BROWN, an individual doing business under the firm name and style of BROWN MOTOR 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 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 FORTY-NINE Dollars (\$449.00), 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 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 26th day of February, 1940.

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 - 1 1/2 ton dump truck with closed cab, and 1 - Fordor sedan 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.

F V BROWN

ATTEST: an individual doing business under the firm name and style of BROWN MOTOR COMPANY, Principal.

P. E. FRAZIER

MARYLAND CASUALTY COMPANY Surety.
By F. F. EDELEN Its Attorney-in-Fact.

(SEAL)
STATE OF CALIFORNIA)
County of San Diego) ss.

On this 26th day of February, 1940, 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 C. T. NEILL
Jan. 9, 1941. Notary Public, in and for said county and State.

I hereby approve the form of the within Bond, this 27th day of Feb. 1940.

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

I hereby approve the foregoing Bond this 28th day of February, 1940.

F. A. RHODES City Manager

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 28th day of February, 1940, 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 F. V. BROWN, an individual doing business under the firm name and style of BROWN MOTOR 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 1 - 1 1/2 ton dump truck with closed cab, and 1 - Fordor sedan, All in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 318033.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

1 - 1 1/2 ton dump truck with closed cab @ \$1,087.12
1 - Fordor sedan @ 707.90

Said prices include the California State Sales Tax.

Said contractor agrees to complete said delivery on or before the 10th day of March, 1940.

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 Seven Hundred Ninety-five and 02/100 Dollars (\$1795.02) 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 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 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. 70816 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 F. A. RHODES City Manager.

F V BROWN

an individual doing business under the firm name and style of BROWN MOTOR COMPANY Contractor.

I hereby approve the form of the foregoing contract, this 27th day of Feb. 1940.

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 F. V. Brown for Truck & Sedan. Being Document No. 318633.

FRED W. SICK

City Clerk of the City of San Diego, California.

By Helen M. Willig 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 27th day of February, 1940.

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, 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.

Total amount of premium charged, \$9.06.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, Principal.

(SEAL) ATTEST:

By A. E. HOLLOWAY Vice Pres

C. C. MAY Assistant 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,) ss.

County of San Diego.)

On this 27th day of February, in the year nineteen hundred forty, 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.

I hereby approve the form of the foregoing Undertaking this 28th day of February, 1940.

By J. H. MCKINNEY Deputy City Attorney.

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 70753 passed and adopted on the 6th day of February, 1940, require and fix the sum of \$906.00 as the penal sum of the foregoing Undertaking.

FRED W. SICK

(SEAL)

City Clerk of The City of San Diego.

CONTRACT FOR STREET LIGHTING.

Pacific Highway Lighting District No. 1

THIS AGREEMENT, made and entered into this 5th day of March, 1940, 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 northwesterly 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, 1939, to-wit, to and including November 4, 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 Pacific Highway Lighting District No. 1", filed November 24, 1939, 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.

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
FRED W. SIMPSON
L. F. WEGGENMAN
ADDISON E. HOUSH
HERBERT E. FISH
HARLEY E. KNOX
A. E. FLOWERS
Members of the Council.

(SEAL)
ATTEST:
FRED W. SICK City Clerk
AUGUST M. WADSTROM Deputy

I hereby approve the form of the foregoing Contract, this 28th day of February, 1940.
D. L. AULT 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. 318639.
FRED W. SICK City Clerk of the City of San Diego, California. By Helen M. Wally Deputy.

KNOW ALL MEN BY THESE PRESENTS, That L. B. SMILIE, as Principal and THE METROPOLITAN CASUALTY INSURANCE 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 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 Dollars (\$800.00), 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 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 29th day of February, 1940.

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 - 9" column 3-foot arm, radial drilling machine 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:
MARIE D. DUNNE
Notary Public in and for the County of San Diego,
State of California. My Commission Expires
July 17, 1941

L. B. SMILIE Principal.
THE METROPOLITAN CASUALTY INSURANCE COMPANY
OF NEW YORK Surety.
By ZEPHA BAIRD Attorney-in-fact.

STATE OF CALIFORNIA)
)ss
County of San Diego)

On this 29th day of February in the year One Thousand Nine Hundred and Forty before me, Hal G. Hotchkiss, a Notary Public in and for the County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Zepha Baird known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of THE METROPOLITAN CASUALTY INSURANCE COMPANY OF NEW YORK (a Corporation) and acknowledged to me that he subscribed the name of said Corporation 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 at my office in the said County of San Diego, the day and year in this certificate first above written.

(SEAL)

My Commission Expires
Feb. 8, 1941

HAL G. HOTCHKISS
Notary Public in and for the County of San Diego,
California.

I hereby approve the form of the within Bond, this 1st day of March, 1940.

D. L. AULT, City Attorney.

By J. H. McKINNEY Deputy City Attorney.

I hereby approve the foregoing bond this 1st day of March, 1940.

F. A. RHODES City Manager

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 1st day of March, 1940, 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 L. B. SMILIE, 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 1 - 9" column, 3-foot arm, Gilbert radial drill machine, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 318026.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

Three Thousand Two Hundred Dollars (\$3200.00). Said price includes the California State Sales Tax.

Said contractor agrees to deliver said machine f.o.b. City of San Diego Public Works Shops, 20th & B Streets, San Diego, on or before the 15th day of May 1940.

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 Two Hundred Dollars (\$3200.00), 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 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. 70814 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 F. A. RHODES City Manager.

(SEAL) ATTEST.
MARIE D. DUNNE Notary Public in and for
the County of San Diego, State of California
My Commission Expires July 17, 1941

L. B. SMILIE Contractor.

I hereby approve the form of the foregoing contract this 1 day of March 1940.

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 L. B. Smilie for Radial Drilling Machine. Being Document No. 318668.

FRED W. SICK

City Clerk of the city of San Diego, California.

By Helen M. Wilby Deputy.

LEASE

THIS AGREEMENT OF LEASE, made and entered into this 2nd day of February, 1940, 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, acting by and through the City Manager of said City, pursuant to the authorization of Ordinance No. 1749 (New Series) of the ordinances of said City, and AMERICAN LEGION, LA JOLLA POST NO. 275, a corporation, hereinafter designated as the Lessee, WITNESSETH:

That the City does by these presents demise and lease unto the said Lessee, subject to the reservations and conditions hereinafter contained, the following described portion of Pueblo Lot 1279 of the Pueblo Lands of The City of San Diego, County of San Diego, State of California, to-wit:

Beginning at the southwesterly corner of Pueblo Lot 1279; thence in a north-easterly direction following the southeasterly boundary of said Pueblo Lot a distance of 1320 feet to a point; thence at right angles in a northwesterly direction and parallel with the westerly boundary of said Pueblo Lot to a point on the northerly line of said Pueblo Lot; running thence in a westerly direction following the northerly line of said Pueblo Lot 1279 to its northwesterly corner; running thence in a southeasterly direction, following the westerly line of said Pueblo Lot to the point

or place of beinning.

TO HAVE AND TO HOLD the said land and each and every parcel thereof unto the said Lessee, for a term of ten (10) years from and after the date of the execution of this lease, unless sooner terminated as herein provided, at a yearly rental of One Dollar (\$1.00), payable in advance on the 1st day of March of each year of said term.

The City of San Diego hereby reserves the right and privilege to terminate this lease at any time prior to the expiration thereof, upon ninety days' notice to said Lessee.

That the demised premises shall be used only and exclusively for the purpose of developing and maintaining thereon a recreation center for the Boy Scouts and Girl Scouts of La Jolla, under the supervision and management of American Legion, La Jolla Post No. 275; and the said Lessee shall have the right to erect and maintain on said leased premises such buildings and structures as may be necessary for the development and maintenance of a recreation center.

That if said land is used for any other purpose than as herein specified, 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 herein mentioned.

That the said Lessee shall assume the cost of piping water onto the said leased land, and shall pay for all water used thereon.

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 Council evidenced by ordinance duly and regularly adopted.

That upon the expiration of the term of this lease, or upon the sooner termination thereof, as herein provided, said Lessee shall have the right to remove all buildings and improvements from said leased premises, and shall leave 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.

It is further hereby agreed and understood that at no time during the life of this lease shall The City of San Diego be required to make any expenditure or improvement on or for the benefit of the said leased lands hereinabove described, nor shall the City be required to construct or maintain any highway, road or street, gas or water main or pipe, or other public utility of any kind to said leased property, or by reason of this lease.

IN WITNESS WHEREOF, the City Manager of said The City of San Diego has hereunto subscribed his name, as and for the act of said City, and the said Lessee has caused this instrument to be executed and its corporate seal to be hereunto attached, by its proper officers thereunto duly authorized, the day and year first hereinabove written.

(SEAL) ATTEST:

CHAS. T. MASON Jr. Secretary

I hereby approve the form of the foregoing Lease this 1st day of March, 1940.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with American Legion, La Jolla Post No. 275. Being Document No. 318676.

THE CITY OF SAN DIEGO

By F. A. RHODES City Manager.

AMERICAN LEGION, LA JOLLA POST NO. 275.

By IRVING D. OFFER President.

D. L. AULT City Attorney.

By H. B. Daniel Assistant City Attorney.

FRED W. SICK

City Clerk of the City of San Diego, California.

By Helen M. Willig 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 27th day of February, 1940.

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, 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.

Total amount of premium charged, \$5.54.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, Principal.

ATTEST: (SEAL)

C.C. MAY Assistant Secretary

By A. E. HOLLOWAY Vice Pres.

THE AETNA CASUALTY AND SURETY COMPANY, Surety.

ATTEST: (SEAL)

E. L. TOLSON Resident Assistant Secretary

By Paul Wolcott Resident Vice-President

STATE OF CALIFORNIA,)

) ss.

County of San Diego.)

On this 27th day of February, in the year nineteen hundred forty, 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.

I hereby approve the form of the foregoing Undertaking this 28th day of February, 1940.
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. 70752 passed and adopted on the 6th day of February, 1940, require and fix the sum of \$554.00 as the penal sum of the foregoing Undertaking.

FRED W. SICK

City Clerk of The City of San Diego.

(SEAL)

CONTRACT FOR STREET LIGHTING.

La Jolla Lighting District No. 1

THIS AGREEMENT, made and entered into this 5th day of March, 1940, 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, 1940, to-wit, to and including December 31, 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 La Jolla Lighting District No. 1", filed November 20, 1939, 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 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 (\$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.

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

FRED W. SIMPSON

L. F. WEGGENMAN

ADDISON E. HOUSH

HERBERT E. FISH

HARLEY E. KNOX

A. E. FLOWERS

Members of the Council.

(SEAL) ATTEST:

FRED W. SICK City Clerk

AUGUST M. WADSTROM

I hereby approve the form of the foregoing contract, this 28th day of February, 1940.

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 Jolla Lighting District No. 1. Being Document No. 318654.

FRED W. SICK

City Clerk of the City of San Diego, California.

By Helen M. Willig Deputy.

KNOW ALL MEN BY THESE PRESENTS, That ANDY WOODS, as Principal and THE EMPLOYERS' LIABILITY ASSURANCE CORPORATION, LTD. a corporation organized and existing under and by virtue of the laws of the State of Massachusetts 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 NINETY-THREE AND NO/100 Dollars (\$393.00), 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 himself, his 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 28th day of February, 1940.

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 - GMC truck chassis 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.

ANDY WOODS Principal.
THE EMPLOYERS' LIABILITY ASSURANCE CORPORATION, LTD. Surety
By LLOYD K. ALLEN Attorney-in-Fact

(SEAL) ATTEST:
STATE OF CALIFORNIA,)
) ss.
County of Los Angeles)

On this 28th day of February, A.D., 1940, before me, S. M. Kabateck, a Notary Public in and for said County and State, personally appeared Lloyd K. Allen known to me to be the person whose name is subscribed to the within Instrument, as the Attorney-in-fact of THE EMPLOYERS' LIABILITY ASSURANCE CORPORATION, LTD. and acknowledged to me that he subscribed the name of THE EMPLOYERS' LIABILITY ASSURANCE CORPORATION, LTD. 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 the day and year in this certificate first above written.

(SEAL) S. M. KABATECK
Notary Public in and for said County and State.
My Commission Expires
Aug. 15, 1940

I hereby approve the form of the within Bond, this 4th day of March, 1940.
D. L. AULT City Attorney.
By J. H. MCKINNEY Deputy City Attorney.
I hereby approve the foregoing bond this 4th day of March, 1940.
F. A. RHODES City Manager

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 28th day of February, 1940, 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 ANDY WOODS, 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 1 - GMC truck chassis, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 318033.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit: One Thousand Five Hundred Seventy and 75/100 Dollars (\$1570.75)

Said contractor agrees to complete said delivery on or before the 5th day of April, 1940.

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 Five Hundred Seventy and 75/100 Dollars (\$1570.75), 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 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 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. 70817 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 F. A. RHODES City Manager.
ANDY WOODS Contractor

I hereby approve the form of the foregoing contract, this 4th day of March, 1940.
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 Andy Woods 1 Truck Chassis. Being Document No. 318739.

FRED W. SICK
City Clerk of the City of San Diego, California. By Helen M. Willey Deputy.

KNOW ALL MEN BY THESE PRESENTS, That PAUL B. RAYBURN AND PAUL B. RAYBURN, JR., co-partners doing business as INDUSTRIES SUPPLY COMPANY, AS Principal and COLUMBIA CASUALTY 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 FIVE Dollars (\$405.00), 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 successor and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 4th day of March, 1940.

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: 6000 - feet 2" 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.

ATTEST:
RALPH B. STODDARD

PAUL B. RAYBURN
PAUL B. RAYBURN, JR. Principal.
co-partners doing business as INDUSTRIES SUPPLY COMPANY
COLUMBIA CASUALTY COMPANY Surety.
By A. H. ANDERSON Attorney-in-Fact.

(SEAL) ATTEST:

E. A. POKRANT
STATE OF CALIFORNIA) ss.
COUNTY OF SAN DIEGO)

On this 4th day of March A.D. 1940, before me, BENJAMIN POLAK, a Notary Public in and for the County of San Diego personally appeared A. H. ANDERSON, 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, deposeth 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.

(SEAL)

My commission expires
Jan. 12, 1942.

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

I hereby approve the form of the within Bond, this 5th day of March, 1940.

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

I hereby approve the foregoing bond this 5th day of March, 1940.

F. A. RHODES City Manager

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 5th day of March, 1940, 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 PAUL B. RAYBURN and PAUL B. RAYBURN, JR., co-partners doing business as INDUSTRIES 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: 6000 - feet 2" cast iron pipe, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 318029.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit: One Thousand Six Hundred Twenty Dollars (\$1620.00) Said price includes the California State Sales Tax.

Said contractor agrees to begin delivery of said material within three days from and after the date of the execution of this contract, and to complete said delivery on or before the 15th day of March, 1940.

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 Six Hundred Twenty Dollars (\$1620.00), 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 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. 70815 of the Council authorizing such execution, and the contractor has subscribed their names the day and year in this agreement first above written.

THE CITY OF SAN DIEGO.
By F. A. RHODES City Manager.

ATTEST:

RALPH B. STODDARD

PAUL B. RAYBURN

PAUL B. RAYBURN JR.

Contractor.

co-partners doing business as INDUSTRIES SUPPLY COMPANY.

I hereby approve the form of the foregoing contract, this 5th day of March, 1940.

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 6000 ft. 2" Cast Iron Pipe. Being Document No. 318740.

FRED W. SICK

City Clerk of the City of San Diego, California.

By Helen M. Willey Deputy.

PROJECT AGREEMENT - 1939-41 BIENNIIUM

SECOND 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, hereinafter referred to as the Department,

WITNESSETH, THAT, WHEREAS, a first supplemental memorandum of agreement for expenditure of funds accruing during the biennium ending June 30, 1941, and allocated under the provisions of Section 203 of the Streets and Highways Code upon State highways, was executed by the City November 28, 1939, and by the Department December 7, 1939, providing for the work described herein as projects 24 to 32 inclusive; and

WHEREAS, the City now desires that said agreement be amended and has submitted to the Department a supplemental budget to provide additional funds for projects 25 and 26, and funds for additional work described herein as projects 33 to 36 inclusive;

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 the work embraced by this agreement:

Project	Location	Miles	Description	Amount
24	Rosecrans Ave., Rt. 12, from Lytton St. to Canon St.	1.88	Grade and pave: Surveys and plans (additional amount) Construction (additional amount)	\$ 5,300.00 128,770.00
25	State highway routes described below			
(a)	Work by City:		General maintenance except as described in project 25(b), July 1, 1939, to June 30, 1941	(City Funds)
	Rt. 2 (portion)	4.69		
	Rt. 12 (portion)	10.46		
	Rt. 77	0.25		
	Rt. 200 (portion)	5.34		
	Rt. 2	22.25		
	Rt. 12	14.80	Paint traffic stripes and maintain signs	(City Funds)
	Rt. 77	0.25		
	Rt. 200	5.72		
(b)	Work by Department:			
	Rt. 2 (portion)	17.56		20,000.00
	Rt. 2 (portion)	1.07	General maintenance, July 1, 1939, to June 30, 1941	100.00
	Rt. 12 (portion)	4.34		4,340.00
	Rt. 200 (portion)	0.38		500.00
26	Pacific Highway, Rt. 2, at Barnett Ave.		Acquire additional right of way, pave, and construct traffic islands:	
(a)	Work by City		Right of way	2,000.00
(b)	Work by Department		(Surveys and plans) (Construction)	500.00 13,000.00
27	Rose Canyon Road, Rt. 2, at Miramar Road		Construct traffic islands	
			Surveys and plans	500.00
			Construction	8,250.00
28	El Cajon Ave., Rt. 12, from Euclid Ave. to College Way	1.59	Resurface and seal: Surveys and plans	500.00
			Construction	19,500.00
29	Pacific Highway, Rt. 2, west roadway, from Miramar Road to Torrey Pines Grade	2.40	Resurface existing pavement, grade, and surface shoulders: Surveys and plans	300.00
			Construction	14,900.00
30	Pacific Highway, Rt. 2, east roadway, from Miramar Road to Torrey Pines Grade	2.20	Apply seal coat: Surveys and plans	50.00
			Construction	3,950.00
31	Main St., Rt. 2, from Twenty-sixth St. to Thirty-second St.	0.10	Acquire additional right of way, widen, and pave: Right of way	7,500.00
(a)	Work by City		(Surveys and plans)	500.00
(b)	Work by Department		(Construction)	2,000.00
32	Rt. 77, from Mission Valley Road to Broadway	3.50	Surveys and plans	5,000.00
33	Pacific Highway, Rt. 2, from Bean St. to Rosecrans St.	1.60	Acquire additional right of way	10,000.00
34	Pacific Highway, Rt. 2, at Rosecrans St.		Construct traffic islands: Surveys and plans	900.00
			Construction	25,000.00

Project	Location	Miles	Description	Amount
35	Pacific Highway, Rt. 2, at Station 154+50 in Rose Canyon		Place culvert: Surveys and plans Construction	100.00 2,000.00
36	Contingency projects			20,000.00
			Total	\$295,460.00

The State highway routes to be maintained under project 25 are described as follows:

Maintenance by City:

Route 2, Primary. Market Street, from junction with Route 12 at Twelfth Street to Pacific Highway; a length of approximately 1.02 miles for this portion.

Route 2, Secondary. Main Street, from south city limits at Division Street to Sigsbee Street; along Sigsbee Street, from Main Street to National Avenue; along National Avenue; from Sigsbee Street to Twelfth Street; along Twelfth Street, from National Avenue to Market Street; a length of approximately 3.67 miles for this portion.

Route 12, Primary. Twelfth Street, from junction with Route 2 at Market Street, to Park Boulevard; along Park Boulevard, from Twelfth Street to El Cajon Avenue; along El Cajon Avenue, from Park Boulevard to Texas Street; also, El Cajon Avenue, from College Way to east city limits at Seventy-third Street; a length of approximately 5.34 miles for this portion.

Route 12, Secondary. Catalina Boulevard, from south city limits at United States Military Reservation to Canon Street; along Canon Street, from Catalina Boulevard to Rosecrans Street; along Rosecrans Street, from Canon Street to Lytton Street; along Lytton Street, from Rosecrans Street to Barnett Avenue; along Barnett Avenue, from Lytton Street to Pacific Highway, Route 2; a length of approximately 5.12 miles for this portion.

Route 77. Fairmount Avenue, from El Cajon Avenue, Route 12, to north city limits at Monroe Avenue; a length of approximately 0.25 mile.

Route 200. Broadway, from Pacific Highway, Route 2, to Thirtieth Street; along Thirtieth Street, from Broadway to F Street; along F Street, from Thirtieth Street to Sunrise Street; along Sunrise Street, from F Street to Federal Boulevard; along Federal Boulevard, from Sunrise Street to city limits at Euclid Avenue; a length of approximately 5.34 miles for this portion.

Traffic stripes are to be painted and signs are to be maintained by the City on the full lengths of the above routes.

Maintenance by the Department:

Route 2, Primary. Pacific Highway, from Market Street to north city limits at Sorrento Creek; a length of approximately 17.56 miles.

Route 12, Primary. El Cajon Avenue, from Texas Street to College Way; a length of approximately 4.34 miles for this portion.

Route 200. Federal Boulevard, from west city limits at Sixtieth Street to north city limits at Mallard Street; a length of approximately 0.38 mile for this portion.

ARTICLE II. MAINTENANCE

General maintenance of the streets comprising the State highway routes within the City and the painting of traffic stripes and the maintenance of signs thereon, as described in project 25(a), will be performed by or under the direct supervision of the City.

Maintenance work shall 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 shall be made for 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 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 forces, 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 25(b), will be performed by or under the direct supervision of the Department. Maintenance work shall 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 shall be made for the constant making of needed repairs to preserve a smooth surface.

The maintenance described in project 25(b) may be performed by contract or by State forces as may, in the opinion of the Department, be for the best interests of the City and the Department.

Any equipment furnished by the Department for the maintenance described in project 25(b) will be charged for at the rental rates established by the Department.

ARTICLE III. SURVEYS AND PLANS

The Department will make the necessary surveys and plans for the work described in projects 24, 26(b), 27, 28, 29, 30, 31(b), 32, 34 and 35, and the cost thereof will be defrayed from the 1/4 cent gas tax allocated for expenditure upon State highways within the City.

ARTICLE IV. RIGHT OF WAY

The right of way provided in projects 26(a), 31(a), and 33 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 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 V. CONSTRUCTION

The Department will construct or cause to be constructed by or under its direct supervision the improvements described in projects 24, 26(b), 27, 28, 29, 30, 31(b), 34 and 35, in accordance with the approved plans, specifications, and estimates therefor.

Any minor changes 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 projects 24, 26(b), 27, 28, 29, 30, 31(b), 34 and 35, will be performed by contract or by State forces as may, in the opinion of the Department, be for the best interests of the City and the Department.

Any equipment furnished by the Department for the work described in projects 24, 26(b), 27, 28, 29, 30, 31(b), 34 and 35, will be charged for at the rental rates established by the Department.

ARTICLE VI. FUNDS

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

Unexpended under Project 12	\$ 2,220.07
Unexpended under project 16	153.40
Unexpended under project 18	5,539.22
Unexpended under project 21	579.13
Unexpended under project 23	449.26
Accrued and unprogrammed to June 30, 1939	17,572.26
Estimated to accrue, 1939-41 biennium	280,620.00
Total	\$307,133.34

The amount of \$295,460.00 is programmed to defray the cost of the work described in Article I.

The amount provided for contingencies under project 36 is applicable to defray the cost of unforeseen contingencies which may arise, and the written consent of the Department shall be obtained by the City before any portion thereof is expended.

The biennial revenue and the amounts provided for each project listed 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.

Sufficient money to provide for the adequate maintenance of the State highway routes within the City during the biennium ending June 30, 1941, in addition to the amounts specified herein, will be furnished by the City.

The Department hereby delegates to the City the expenditure of the funds provided herein to defray the cost of the work described in projects 26(a), 31(a), and 33.

As the work progresses on projects 26(a), 31(a), and 33, the Department 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 set forth herein, after deducting therefrom any expenditures made or to be made by the Department for projects 24, 25(b), 26(b), 27, 28, 29, 30, 31(b), 32, 34, and 35, 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, 1941, 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 the work described in projects 24, 25(b), 26(b), 27, 28, 29, 30, 31(b), 32, 34, and 35, from the funds provided herein.

All funds allocated under the provisions of Section 203 of the Streets and Highways Code in excess of such funds budgeted herein for expenditure, will accumulate for future budgeting and expenditure.

ARTICLE VII. FINAL REPORTS

The City will submit reports of expenditures 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 1/4 cent funds provided herein.

Annually, within sixty days after the close of the fiscal year ending June 30, the City shall submit to the Department a statement of expenditures made during the preceding year for the maintenance of each State highway route described in project 25(a).

Within sixty days after the completion of the work described in projects 26(a), 31(a), and 33, the City shall submit to the Department a final report of expenditures made for each project.

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

Annually, within sixty days after the close of the fiscal year ending June 30, the Department shall submit to the City a statement of expenditures made during the preceding year for the maintenance of each State highway route described in project 25(b).

Within sixty days after the completion of the work described in projects 24, 26(b), 27, 28, 29, 30, 31(b), 32, 34, and 35, the Department shall submit to the City a final report of expenditures made for each project.

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. route shields or State route markers shall be installed without the approval of the Department; likewise, no signs as enumerated above will be installed by the Department and the cost defrayed from the 1/4 cent gas tax 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 are being conducted thereon in connection with construction or maintenance work between the curb lines.

It is understood and agreed that neither the State of California nor 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 26th day of February, 1940, and the Department on the 5th day of March, 1940.

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

CITY OF SAN DIEGO
By F. A. RHODES City Manager (SEAL)

Approved as to form and procedure:

C. C. CARLETON Chief Attorney

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS
By G. MCCOY
Assistant State Highway Engineer

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Second Supplemental Memorandum of Agreement for Expenditure of 1/4 Cent Gas Tax on State Highways. Being Document No. 318805.

FRED W. SICK

City Clerk of the City of San Diego, California.

By Helen M. Willy Deputy.

A G R E E M E N T

WHEREAS, Marguerite M. Robinson is the owner of Lot 80 & portions of Lots 79 & 81 Sub-division La Jolla Vista, 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 1st day March, 1940, by Marguerite M. Robinson that she will, for and in consideration of the permission granted her to remove 18 feet of curbing on St Louis Terrace street adjacent to the above described property, bind 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 Marguerite M. Robinson, 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.

STATE OF CALIFORNIA,)
) ss
County of San Diego)

MARGUERITE M. ROBINSON
Owner's Name
1600 Ludington Lane
Address

On this 1st day of March, A.D. Nineteen Hundred and Forty, before me, Mildred C. B. Wells a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Marguerite M. Robinson 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
March 20, 1941.

MILDRED C. B. WELLS
Notary Public in and for the County of San Diego,
State of California.

RECORDED MAR 8 1940 8 Min. Past 10 A.M. In Book 1006 At Page 43 Of Official Records, San Diego Co., Cal. Recorded at Request of Fred W. Sick, City Clerk.

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB

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 Marguerite M. Robinson To City of San Diego. Being Document No. 318730.

FRED W. SICK

City Clerk of the City of San Diego, California.

By Helen M. Willy Deputy

A G R E E M E N T

WHEREAS, Union Oil Company of California are, is the Lessor of 1301 National Boulevard San Diego Lots A & F & Portions of Lots, c, d, e, g & h Block 153 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 16th day of February, 1940, by Union Oil Company of California that they will, for and in consideration of the permission granted them to remove 32 feet of curbing on National 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 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.

UNION OIL COMPANY OF CALIFORNIA
Lessor's Name
C. T. SULLIVAN
Division Engineer
617 W 7th St., LA
Address

STATE OF CALIFORNIA,)
) ss
County of Los Angeles)

On this 16 day of February, A.D. Nineteen Hundred and forty, before me, Holt R. Gregory a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared C. T. Sullivan, Division Engineer of Union Oil Company of California, 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 Los Angeles, County of Los Angeles, State of California, the day and year in this certificate first above written.

(SEAL)

My Commission Expires
August 14, 1941

HOLT R GREGORY
Notary Public in and for the County of Los Angeles,
State of California.

RECORDED MAR 8 1940 8 Min. Past 10 A.M. In Book 1006 At Page 41 Of Official Records, San Diego Co., Cal. Recorded at Request of Fred W. Sick, City Clerk.

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB

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 Union Oil Co. of Calif. To City of San Diego. Being Document No. 318738.

FRED W. SICK

City Clerk of the City of San Diego, California.

By Helen M. Willy Deputy

NOTICE OF COMPLETION AND ACCEPTANCE OF THE WORK PERFORMED AND MATERIALS FURNISHED BY B. G. CARROLL AND HARRY L. FOSTER UNDER THEIR CONTRACT FOR THE CONSTRUCTION OF THE UPAS STREET PIPE LINE, WHICH SAID CONTRACT IS DATED OCTOBER 10, 1939, AND IS ON FILE IN THE OFFICE OF THE CITY CLERK OF THE CITY OF SAN DIEGO AS DOCUMENT NO. 316276.

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN BY The City of San Diego that the work performed by B. G. Carroll and Harry L. Foster under their contract for the construction of the Upas Street Pipe Line, which said contract is dated October 10, 1939, and is on file in the office of the City Clerk of The City of San Diego as Document No. 316276, was completed to the satisfaction of the Hydraulic Engineer of The City of San Diego on March 4, 1940.

Certified copy of the resolution of the Council of The City of San Diego accepting said work is attached hereto and made a part of this notice the same as though fully set forth herein.

Dated at San Diego, California, this 5th day of March, 1940.

(SEAL)

THE CITY OF SAN DIEGO
By FRED W. SICK City Clerk.

RESOLUTION NO. 70916

WHEREAS, it appears by a communication from Fred D. Pyle, Hydraulic Engineer, dated March 4, 1940, on file with the City Clerk, that the work performed by B. G. Carroll and Harry L. Foster under their contract for doing certain construction work on the Upas Street Pipe Line, which said contract is dated October 10, 1939, and is on file in the office of the City Clerk of said City as Document No. 316276, has been performed and completed in accordance with the plans, drawings and specifications therefor, to the satisfaction of the Hydraulic Engineer in charge of and having supervision over the performance of said work, and the acceptance thereof by the City is recommended by him; NOW, THEREFORE,

BE IT RESOLVED By the Council of The City of San Diego, as follows:

That the materials furnished and work performed in doing certain construction work on the Upas Street Pipe Line by B. G. Carroll and Harry L. Foster, the contractors 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 contractors 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 51 of said contract specifications.

BE IT FURTHER RESOLVED that the City Clerk be, and he is hereby instructed, immediately upon the adoption of this resolution, to execute and file, 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 the completion and acceptance of said contract work by said City.

Passed and adopted by the said Council of the said City of San Diego, California, this 5th day of March, 1940, by the following vote, to-wit:

YEAS-Councilmen: SIMPSON, WEGGENMAN, FISH, KNOX, FLOWERS and MAYOR BENBOUGH.

NAYS- Councilmen: None.

ABSENT- Councilman: Housh

(SEAL) ATTEST:

P. J. BENBOUGH

Mayor of the City of San Diego, California

FRED W. SICK

City Clerk of the City of San Diego, California

By AUGUST M. WADSTROM 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.

FRED W. SICK

City Clerk of the City of San Diego, California

(SEAL)

By AUGUST M. WADSTROM Deputy

I HEREBY CERTIFY the above to be a full, true and correct copy of Resolution No. 70916 of the Council of the City of San Diego, California, as adopted by said Council Mar. 5, 1940.

FRED W. SICK City Clerk

(SEAL)

By AUGUST M. WADSTROM Deputy

RECORDED MAR 6 1940 1 Min. Past 9 A.M. In Book 1009 At Page 135 Of Official Records, San Diego Co., Cal. Recorded At Request of Fred W. Sick, City Clerk.

ROGER N. HOWE, County Recorder

By Deputy H. I. ERB

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 Notice of Completion for Construction of Upas Street Pipe Line. Being Document No. 318747.

FRED W. SICK

City Clerk of the City of San Diego, California.

By Helen M. Willey Deputy.

AGREEMENT FOR MODIFICATION OF LEASE.

THIS AGREEMENT, made and entered into this 7th day of February, 1940, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, first party, hereinafter sometimes referred to as the "City," and SOLAR AIRCRAFT COMPANY, a corporation, second party, hereinafter sometimes referred to as the Company, WITNESSETH:

WHEREAS, The City of San Diego, as lessor, heretofore on the 1st day of September, 1936, entered into a lease of certain tidelands of said City, which said lease is on file in the office of the City Clerk of said City, bearing Document No. 320491, and recorded in Book 9, page 349, et seq., Records of said City Clerk; and

WHEREAS, said City and said Company are mutually desirous of amending and modifying said lease in certain particulars hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and the matters and things hereinafter recited, and the mutual consent of the parties, said above described lease is hereby modified and amended in the following particulars and none other, to-wit:

Immediately following paragraph 19, on page 8, there is hereby added a paragraph numbered "20," reading as follows:

"20. It is further understood and agreed that unless this lease shall have been terminated for a cause herein provided, upon the expiration of the fifteen-year term hereinabove granted, the Company shall, provided it is not then in default as to any of the terms and conditions herein contained, have the right and option to renew this lease upon the same terms and conditions and for the same purposes and uses for an additional five (5) year period, save and except that the rental for such extended five-year term shall at the beginning thereof be fixed and determined by the Harbor Commission of The City of San Diego; provided, however, that such rental shall not be less than two hundred fifty dollars (\$250.00) nor more than three hundred fifty dollars (\$350.00) per month. If the Company shall elect to exercise its option to renew said lease as herein provided, it shall, at the end of said five-year period, provided it is not then in default as to any of the terms and conditions herein contained, have the option and right to renew this lease, upon the same terms and conditions and for the same purposes and uses, for an additional period of five (5) years, save and except that the rental for such extended five-year term shall at the beginning thereof be fixed and determined by the Harbor Commission of The City of San Diego; provided, however, that such rental shall not be less than three hundred dollars (\$300.00) nor more than four hundred dollars (\$400.00) per month. If the Company shall elect to exercise its option to renew said lease as herein provided, it shall, at the end of said five-year period, provided it is not then in default as to any of the terms and conditions herein contained, have the option and right to renew this lease, upon the same terms and conditions and for the same purposes and uses, for an additional period of five (5) years, save and except that the rental for such extended five-year term shall at the beginning thereof be fixed and determined by the Harbor Commission of The City of San Diego; provided, however, that such rental shall not be less than three hundred fifty dollars (\$350.00) nor more than four hundred fifty dollars (\$450.00) per month.

The options herein provided for shall be exercised by notice in writing on the part

of the company filed with the Clerk of The City of San Diego at least ninety (90) days prior to the end of the term of this lease and at least ninety (90) days prior to the end of each or any five-year extension or renewal hereof as hereinabove provided. Thereupon this lease shall continue in full force and effect, in accordance with all of the provisions hereof, save only as to the amount of monthly rental, during the ensuing period of five years and so through each succeeding period for which the Company shall exercise its option to renew the same."

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 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, and this instrument when so executed shall be deemed effective from the date first hereinabove written.

This instrument is executed in two parts, each of which shall be deemed an original.

THE CITY OF SAN DIEGO

By R. H. VAN DEMAN

EMIL KLIKA

WILLIAM E. HARPER

Members of the Harbor Commission of The City of San Diego.

SOLAR AIRCRAFT COMPANY.

By EDMUND PRICE President

(SEAL) ATTEST:

JACK L. OATMAN, Ass't Sec'y.

I hereby approve the form of the foregoing Agreement for Modification of Lease, this 8th day of February, 1940.

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 for modification of Lease with Solar Aircraft Co. Being Document No. 318821.

FRED W. SICK

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, entered into this 16th day of January, 1940, by and between THE CITY OF SAN DIEGO, a municipal corporation, of the County of San Diego, State of California, hereinafter designated as the Party of the First Part, and the CITY OF CHULA VISTA, a city of the sixth class, of said County and State, hereinafter designated as the Party of the Second Part, WITNESSETH:

WHEREAS, in the interest of more efficient law enforcement, it is desirable that The City of San Diego have close cooperation with surrounding towns and cities in blocking the escape of criminals and apprehending them prior to their departure from the County of San Diego; and

WHEREAS, to this end the Party of the First Part desires to arrange with Party of the Second Part for the installation and operation of a remote control service from Radio Station KGZD, operated by Party of the First Part, and said Party of the Second Part is willing to enter into such an arrangement; NOW, THEREFORE,

In consideration of the mutual benefits which will accrue to each of the parties hereto, and in further consideration of greater and more efficient law enforcement, the parties hereto agree with each other as follows:

A. The Party of the Second Part agrees as follows:

(1) That it will pay to Party of the First Part the monthly rental on the private telephone wires necessary to operate the remote control from said Radio Station KGZD, operated by Party of the First Part, as aforesaid.

(2) That it will buy and furnish all materials for a remote control amplifier and all appurtenances in connection therewith.

(3) That it will furnish any and all receiving and/or transmitting equipment for use or to be used in its motor vehicles.

(4) That it will operate the remote control in accordance with the rules and regulations of the Electrical Division of the Public Works Department of the Party of the First Part.

B. Party of the First Part agrees as follows:

(1) That it will furnish all labor necessary to build and install the remote control amplifier and appurtenances to be furnished by Party of the Second Part.

(2) That it will furnish all labor necessary in maintaining the transmitters for the motor vehicles of Party of the Second Part, which labor will be performed in its own shops in order that the same will operate in accordance with its license from the Federal Communications Commission; it being understood and agreed that materials for such maintenance work will be furnished by Party of the Second Part, as aforesaid.

(3) Party of the First Part reserves the right to use a portion of the output of the ultra-high frequency receiver installed in the City of Chula Vista, for the purpose of receiving signals from the motor vehicles of Party of the First Part; but that, nevertheless, the use of the output of said receiver shall not interfere with the operation by said Second Party of its remote control system.

The parties hereto agree that the term of this agreement shall be for a term of two (2) years and shall continue until terminated by either party thereto by giving to the other in writing one (1) year's notice of such intention to terminate.

In the event of a breach of any of the terms hereof by either party, then in that event the other party, by resolution of its Council, may terminate this agreement, which termination shall take effect thirty (30) days after notice of the adoption thereof.

IN WITNESS WHEREOF, this agreement is executed by Party of the First Part, by and through its City Manager, under and pursuant to a Resolution of its Council No. 70467, adopted the 12th day of December, 1939, and Party of the Second Part has executed this agreement by its Mayor and attested by its City Clerk, under and pursuant to a resolution adopted by its City Council authorizing the same on the 4th day of December 1939, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO, Party of the First Part,
By F. A. RHODES City Manager

THE CITY OF CHULA VISTA,
Party of the Second Part,
By ARTHUR DONE Mayor

(SEAL) ATTEST:

H. L. POPE JR. City Clerk

I HEREBY APPROVE the form of the foregoing Agreement this 12th day of January, 1940.

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 City of Chula Vista for Police Radio Service. Being Document No. 318904.

FRED W. SICK

City Clerk of the City of San Diego, California.
By _____ Deputy.

L E A S E

THIS AGREEMENT, made and entered into this 12th day of March, 1940, 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, 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 (except the westerly 40 acres); west half of Pueblo Lot 1296 and the west half of Pueblo Lot 1299; and, EXCEPTING existing buildings, public highways and easements; containing 300 acres of land, more or less.

For a term of three (3) years, beginning on the 1st day of February, 1940, and ending on the 31st day of January, 1942, at the following rentals: Three Hundred Dollars (\$300.00) 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 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 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. 8410 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 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. 1783 (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 SANDIEGO, Lessor,
By F. A. RHODES City Manager

L. W. BRAUNER Lessee

I HEREBY APPROVE the form of the foregoing Lease this 13th day of March, 1940.

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 L. W. Brauner. Being Document No. 318963.

FRED W. SICK

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 21st day of March, 1940, 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 CHAS. L. GOOD, of Lemon Grove, 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:

All of Tract "C" of the Rancho El Cajon, according to Partition Map thereof on file in the office of the County Clerk of San Diego County, California; ALSO,

All that portion of Tract "T" of the Rancho El Cajon according to said Partition Map, described as follows: Commencing at a redwood post, the most easterly corner of Tract "C", said map, said redwood post being the second station mentioned in the description of said Tract "C" as per Referees' report filed in the Partition Suit of Lankershim, et al., vs. Crane, et al.; thence running due north 37.27 chains to the north boundary of Section 30, Township 15 South, Range 1 West, S.B.B.M., as same is shown on said Partition Map; thence west along the north line of said Section 30, 37.65 chains to the northwest corner of said section; thence West along the north

boundary line of Section 25 of said Township, 34.65 chains to a point due north of the northwest corner of said Tract "C"; thence South 17.44 chains to a redwood post at the northwest corner of Tract "C"; thence North 61° 30' East along the northerly line of said Tract "C" 24 chains; thence continuing along the northerly line of said Tract "C" North 70° 30' East 17.40 chains; thence South 49° 30' East 45.65 chains to the point of beginning; ALSO,

All that certain strip of land adjoining the south side of the east half of said Tract "C" and north of a straight line drawn from the southeast corner of said Tract "C" westerly to the Third Station on said southern line west of said corner as shown on said Partition Map, excepting from said Tracts "C" and "T" all that portion thereof conveyed by Levi Chase to Hosmer McKoon, January 19, 1903, by deed recorded in Book 326, at page 19, of deeds, records of said San Diego County, described as follows: Being a part of Lot "C" of the El Cajon Partition Map, on file in the office of the Recorder of said San Diego County, and being Lot "A" as shown on a map made by Benj. McLaren, Surveyor, on the 12th day of January, 1903, on file in the office of the County Recorder of said San Diego County; ALSO,

All of Tract 7 of the Fanita Rancho, in the County of San Diego, State of California, according to map thereof No. 790, filed in the office of the County Recorder of said County of San Diego, excepting therefrom that portion thereof conveyed by Fannie McKoon, et al., to Nackie H. Scripps, January 25, 1913, by deed recorded in Book 597, at page 93, of Deeds, records of said County Recorder, described as follows: Bounded by a line commencing in the southwest quarter of Section 29, Township 15 South, Range 1 West, S.B.B.M., at the point where the center meridian line of Section 29, said Township and Range, intersects the center line of the County Road, also known as and called Woodside Avenue; thence westerly along the center line of said County Road or Woodside Avenue, a distance of 20.00 feet to a point; thence northerly parallel to and 20.00 feet distant from said center meridian line of Section 29 a distance of 1485 feet, more or less, to the center of the San Diego River; thence easterly and along said center line of said San Diego River and following the meanderings thereof to its intersection with the said center meridian line of said Section 29; thence southerly along said center meridian line of said Section 29 to the point of beginning; ALSO, excepting any portion thereof that may be within Lot 7, in Block G, of the Fanita Rancho in said County, according to Map thereof No. 688, filed in the office of said County Recorder; ALSO,

All of Lots 1 and 2, Block H, and Lots 1 to 6 inclusive, Block G, of Fanita Rancho, in said County, according to Map thereof No. 688, filed in the office of said County Recorder, August 22, 1891, excepting from said Lot 6, Block G, the easterly 30 feet thereof, said excepted portion sometimes being known as Lot "C", according to Licensed Surveyor's Map No. 136, filed in the office of said County Recorder January 20, 1903; ALSO, excepting that portion of Lots 2 and 3, in Block G, according to said Map No. 688, that lies within Tract "C", according to the said Partition Map of Rancho El Cajon; ALSO,

All of Lot "A", according to the plat of the "Chase McKoon-Stock Line," in said County, according to Licensed Surveyor's Map thereof No. 136, filed in the office of said County Recorder, January 20, 1903; containing in all, 433 acres of land, more or less.

For a term of five (5) years, beginning on the 15th day of April, 1940, and ending on the 14th day of April, 1945, at the following rentals: Forty Dollars (\$40.00) 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 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 Common 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. 8410 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 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. 71018 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 F. A. RHODES City Manager

CHAS. L. GOOD Lessee

I HEREBY APPROVE the form of the foregoing Lease this 26th day of March, 1940.

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 Chas. L. Good. Being Document No. 319272.

FRED W. SICK

City Clerk of the City of San Diego, California.

By Helen M. Willig Deputy.

A G R E E M E N T

WHEREAS, Nathan B. Newton is the owner of Lot 10, Block 38 La Jolla Hermosa #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 10th day of January, 1940, by Nathan B. Newton that he will, for and in consideration of the permission granted him to remove 16 feet of curbing on Bellvue street 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 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.

NATHAN B. NEWTON

Owner's Name

STATE OF CALIFORNIA,) ss
County of San Diego)

On this 10th day of January, A. D. Nineteen Hundred and Forty, before me, Ralph W. Thomas a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Nathan B. Newton 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.

RALPH W. THOMAS.

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

(SEAL)

RECORDED JAN 22 1940 57 Min. Past 9 A.M. In Book 993 At Page 63 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 Nathan B. Newton to City of San Diego. Being Document No. 317839.

FRED W. SICK

City Clerk of the City of San Diego, California.

By Helen M. Willig Deputy.

A G R E E M E N T

WHEREAS, J. R. Steckler, are, is the owner of Property Lot 16 Block 38 Subdivision LaJolla Hermosa 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 10 day of January, 1940, by J. R. Steckler that I will, for and in consideration of the permission granted me to remove 20 feet of curbing on Belview Av street adjacent to 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 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.

J. R. STECKLER

Owner's Name

5921 Bellevue

Address

STATE OF CALIFORNIA,) ss
County of San Diego)

On this 10th day of January, A.D. Nineteen Hundred and forty, before me, Luther Brown a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared J. R. Steckler 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 WHERETO, 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

(SEAL)

Notary Public in and for the County of San Diego,
State of California.My Commission Expires
March 22, 1940

RECORDED JAN 22 1940 57 Min. Past 9 A.M. In Book 993 At Page 60 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. R. Steckler To City of San Diego. Being Document No. 317840.

FRED W. SICK

City Clerk of the City of San Diego, California.

By Helen M. Willig Deputy.

A G R E E M E N T

WHEREAS, W. G. & Maude H. Phillips are, is the owners of the following property Lot 2 Block 8 Subdivision Middletown 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 January, 1940, by W. G. & Maude H. Phillips, that they will, for and in consideration of the permission granted them to remove 24 feet of curbing on India, 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 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.

W. G. & Maude H. Phillips,
Owner's Name
3772 Pringle St. San Diego,
Address
By. H. L. Morrison Atty. in fact.

STATE OF CALIFORNIA,) ss
County of San Diego)

On this 12th day of January, A. D. Nineteen Hundred and Forty, before me, Florence E. Anderson a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared H. L. MORRISON known to me to be the person described in and whose name is subscribed to the within instrument as the Atty. in Fact of W.G. & Maude H. Phillips, 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)
My Commission Expires
December 14, 1941

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

RECORDED JAN 22 1940 57 Min. Past 9 A.M. In Book 988 At Page 85 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.

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 W. G. & Maude H. Phillips To City of San Diego. Being Document No. 317841.

FRED W. SICK

City Clerk of the City of San Diego, California.

By Helen M. Willig Deputy.

A G R E E M E N T

WHEREAS, A. P. PFOHL are, is the LESSOR of A Portion of Pueblo Lot 315 in Pueblo Lands #3002 Midway 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, 1940, by A. P. Pfohl that he will, for and in consideration of the permission granted him to remove sixty feet of curbing on Midway 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.

A. P. Pfohl 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.

A. P. PFOHL
Owner's Name
4270 Campus
Address

STATE OF CALIFORNIA,) ss
County of San Diego)

On this 16th day of January, A. D. Nineteen Hundred and Forty, before me, Mark M. Saunders a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared A. P. Pfohl 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 4, 1941

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

RECORDED JAN 22 1940 57 Min. Past 9 A.M. In Book 988 At Page 84 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.

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 A. P. Pfohl to City of San Diego. Being Document No. 317842.

FRED W. SICK

City Clerk of the City of San Diego, California.

By Helen M. Willig Deputy.

A G R E E M E N T

WHEREAS, O. K. Gustavson are, is the owner of Property Lot 1 Block- Subdivision Beverly Heights 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 10 day of January, 1940, by O. K. Gustavson that I will, for and in consideration of the permission granted me to remove 14 feet of curbing on Pearl St. street adjacent to 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 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.

OSCAR GUSTAVSON
Owner's Name
422 Ravina St.
Address

STATE OF CALIFORNIA,) ss
County of San Diego)

On this 10 day of Jan., A. D. Nineteen Hundred and forty, before me, Mildred C. B. Wells a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Oscar Gustavson 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 San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)
My Commission Expires
March 20, 1941.

MILDRED C. B. WELLS.
Notary Public in and for the County of San Diego,
State of California.

RECORDED JAN 22 1940 57 Min. Past 9 A. M. In Book 980 At Page 494 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.

C. A. SCHMUCKER

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 Oscar K. Gustavson To City of San Diego. Being Document No. 317843.

FRED W. SICK

City Clerk of the City of San Diego, California.

By Helen M. Wallis Deputy.

A G R E E M E N T

WHEREAS, Anson L. and Barbara B. Bolte are the owners of the property known as Lot 4 & 5 Block 122 Subdivision in La Playa 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 January, 1940, by Roswell A. Bolte, Guardian of the persons & estate of the above minors that we will, for and in consideration of the permission granted us to remove 16 feet of curbing on San Antonio 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.

ROSWELL A. BOLTE.
Owner's Name

Guardian of the persons & estate of Anson L. & Barbara B. Bolte.
2801 Kellogg St.
Address

STATE OF CALIFORNIA,) ss
County of San Diego)

On this 17 day of Jan, A.D. Nineteen Hundred and Forty, before me, Gerald G. Geddes a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Roswell A. Bolte 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
July 5, 1943.

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

RECORDED JAN 22 1940 57 Min. Past 9 A. M. In Book 980 At Page 494 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.

C. A. SCHMUCKER

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 Roswell A. Bolte to City of San Diego. Being Document No. 317863.

FRED W. SICK

City Clerk of the City of San Diego, California.

By Helen M. Wallis Deputy.

A G R E E M E N T

WHEREAS, ARDEN FARMS, INC. is the owner of property including Lots G, H, I, J, K, & L Block 128 Subdivision Horton's and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the Ordi-

nances 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 February, 1940, by Herbert Sponholz, Manager that he will, for and in consideration of the permission granted him to remove 15 feet of curbing on 12th 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.

Arden Farms further agrees that this agreement shall be binding on the Company, 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.

ARDEN FARMS, INC.
Owner's Name
By Herbert Sponholz
1136 K St., San Diego, Calif.
Address

STATE OF CALIFORNIA,) ss
County of San Diego)

On this 28th day of Feb, A.D. Nineteen Hundred and forty, before me, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Herbert Sponholz 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.

EMMA GERADEHAND

(SEAL)
My Commission Expires
Oct. 28, 1941

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

RECORDED MAY 18 1940 40 Min. Past 2 P. M. In Book 1014 At Page 19 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 Arden Farms, Inc. To City of San Diego. Being Document No. 318892.

FRED W. SICK

City Clerk of the City of San Diego, California.

By Helen M. Willis Deputy.

A G R E E M E N T

WHEREAS, Clarence G. Ferguson are, is the owner of Lot E₂ G&H Block 41 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 1st day of June, 1939, by Clarence G. Ferguson that he will, for and in consideration of the permission granted him to remove 20 feet of curbing on F 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 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 G. FERGUSON
Owner's Name
Jamul, San Diego Co., California
Address

STATE OF CALIFORNIA,) ss
County of San Diego)

On this 1st day of June, A. D. Nineteen Hundred and Thirty-nine, before me, Theo Fintzelberg a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Clarence G. Ferguson 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.

THEO. FINTZELBERG

(SEAL)

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

RECORDED MAR 27 1940 6 Min. Past 9 A.M. In Book 1012 At Page 182 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.

C. A. SCHMUCKER

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 Clarence G. Ferguson To City of San Diego. Being Document No. 319056.

FRED W. SICK

City Clerk of the City of San Diego, California.

By Helen M. Willis Deputy.

A G R E E M E N T

WHEREAS, Marvin R. Willis are, is the owner of Dwelling at 1023 Torrey Pines Road, La Jolla, Calif. Lot 11, 12 Block 25 Subdivision La Jolla, Park La Jolla, San Diego County, 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 19th. day of March, 1940, by Marvin R. Willis that he will, for and in consideration of the permission granted to remove 12 feet of curbing on Torrey Pines Rd. 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 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.

MARVIN R. WILLIS

Owner's Name

1043 Torrey Pines Road, La Jolla, Calif.
Address

STATE OF CALIFORNIA,) ss
County of San Diego)

On this 19th. day of March, A.D. Nineteen Hundred and Forty, before me, Fred C. Corey a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Marvin R. Willis 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.

FRED C. COREY

(SEAL)
My Commission Expires
Oct. 30, 1942.

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

RECORDED MAR 27 1940 6 Min. Past 9 A. M. In Book 1003 At Page 379 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 Marvin R. Willis To City of San Diego. Being Document No. 319129.

FRED W. SICK

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 WALTER FEREM, A. J. RENWICK AND K. P. ELLIS, CO-PARTNERS,
DOING BUSINESS UNDER THE FIRM NAME AND STYLE OF WALTER FEREM COMPANY,
UNDER THEIR CONTRACT FOR THE SANDBLASTING, PAINTING AND ENAMELING THE
CHESTERTON WATER TANK, WHICH SAID CONTRACT IS DATED JANUARY 13, 1940,
AND IS ON FILE IN THE OFFICE OF THE CITY CLERK OF THE CITY OF SAN DIEGO
AS DOCUMENT NO. 317796.

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN by The City of San Diego that the work performed by Walter Ferem, A. J. Renwick and K. P. Ellis, co-partners, doing business under the firm name and style of Walter Ferem Company was completed to the satisfaction of the Hydraulic Engineer of The City of San Diego in charge of the supervision of said work on March 16, 1940.

YOU ARE FURTHER NOTIFIED, that the Council of The City of San Diego on March 26, 1940, by resolution duly and regularly passed and adopted, officially accepted said work performed by said Walter Ferem, A. J. Renwick and K. P. Ellis, co-partners, doing business under the firm name and style of Walter Ferem Company. Certified copies of the resolution 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 27th day of March, 1940.

(SEAL)

THE CITY OF SAN DIEGO

By Fred W. Sick City Clerk.

RESOLUTION NO. 71058

WHEREAS, it appears by a communication from Fred D. Pyle, Hydraulic Engineer of The City of San Diego, dated March 26, 1940, on file with the City Clerk, that the work performed by Walter Ferem, A. J. Renwick and K. P. Ellis, co-partners, doing business under the firm name and style of WALTER FEREM COMPANY, under their contract for sandblasting, painting and enameling the Chesterton Water Tank, which said contract is dated January 13, 1940, and is on file in the office of the City Clerk of said City as Document No. 317796, have been performed and completed in accordance with the plans and specifications therefor to the satisfaction of the Hydraulic Engineer in charge of and having supervision over the performance of said work, and the acceptance thereof is recommended by him; NOW, THEREFORE,

BE IT RESOLVED By the Council of The City of San Diego, as follows:

That the materials furnished and work performed in sandblasting, painting and enameling the Chesterton Water Tank, by Walter Ferem, A. J. Renwick and K. P. Ellis, co-partners, doing business under the firm name and style of Walter Ferem Company, the contractors 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 contractors 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 said contract.

BE IT FURTHER RESOLVED, that the City Clerk be, and he is hereby instructed to execute and file with the County Recorder of the County of San Diego a notice of the completion and acceptance of said contract work by said City.

Passed and adopted by the said Council of the said City of San Diego, California, this 26th day of March, 1940, by the following vote, to-wit:

YEAS--Councilmen: Simpson, Weggenman, Housh, Fish, Knox and Flowers

NAYS--Councilmen: None

ABSENT--Mayor Benbough

ATTEST: HERBERT E FISH

Vice Mayor of the City of San Diego, California
FRED W. SICK

City Clerk of the City of San Diego, California
By AUGUST M. WADSTROM 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.

FRED W. SICK

City Clerk of the City of San Diego, California
By AUGUST M. WAFSTROM Deputy

(SEAL)

RECORDED MAR 27 1940 Min. Past 3 P.M. In Book 1015 At Page 102 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.

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 painting Chesterton Water Tank. Being Document No. 319210.

FRED W. SICK

City Clerk of the City of San Diego, California.

By Helen M. Willig Deputy.

LEASE

THIS AGREEMENT, made and entered into this 21st day of March, 1940, 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 DOUGLAS McCLAIN and GEORGE McCLAIN, doing business under the firm name and style of McClain Bros., of the City of Lakeside, County of San Diego, State of California, hereinafter called the Lessees, WITNESSETH:

That the City, for and in consideration of the payment of the rent 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, does by these presents lease, demise and let unto the said Lessees the following described property, situate in the County of San Diego, State of California, to-wit:

Lots 124 to 129, inclusive, Lakeside Farms; also, Lot 59, El Cajon Valley Company's Lands; also, that portion of Lot 130, Lakeside Farms, lying between the southerly prolongation of the easterly line of Lot 124 and the southerly prolongation of the westerly line of Lot 128, Lakeside Farms; also, those portions of Lot 1, Riverview Farms, described as follows:

Beginning at the northwesterly corner of said Lot 1; thence North 63° 13' East along the northwesterly line of said Lot 1 a distance of 1027.75 feet to a point; thence at right angles southeasterly a distance of 507.27 feet to a point; thence South 65° 53' West a distance of 1239.88 feet to the westerly line of said Lot 1; thence northerly along the westerly line of said Lot 1 to the point of beginning; also, beginning at the southwesterly corner of said Lot 1; thence northerly along the westerly line of said Lot 1, 176.68 feet to a point; thence North 65° 53' East 1417.05 feet to a point; thence southerly at right angles 449.02 feet to the northerly line of the railroad right of way; thence westerly along the northerly line of the railroad right of way 1639.68 feet to the point of beginning; being 89 acres of land, more or less.

For a term of three (3) years, beginning on the 15th day of March, 1940, and ending on the 14th day of March, 1943, at the following rentals: Eighty-nine Dollars (\$89.00) 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 stock 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 Common 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. 8410 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 the City reserves all sand, gravel and timber rights in and on said premises herein leased.

Eleventh. That the Lessees shall construct and maintain stockproof enclosures, with gates for access, around each well within the area leased, without cost or expense to the City.

That the Lessees shall maintain all exterior line fences and repair same at their own expense. All fences constructed or reconstructed by Lessees during the term of this lease shall become the unencumbered property of the City upon the 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 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 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. 71017 of the Council, authorizing such execution, and said Lessees have hereunto subscribed their names, the day and year first hereinabove written.

THE CITY OF SAN DIEGO, Lessor,
By F. A. RHODES City Manager.
GEORGE McCLAIN
DOUGLAS McCLAIN

doing business under the firm name and style of McCLAIN BROS.

I HEREBY APPROVE the form of the foregoing Lease this 2nd day of April, 1940.

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 McClain Bros. Being Document No. 319376.

FRED W. SICK

City Clerk of the City of San Diego, California.

By Helen M. Wilby Deputy.

, as Principal

KNOW ALL MEN BY THESE PRESENTS, That FRANK DORAN 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 TWO THOUSAND THREE HUNDRED SEVENTY-FIVE Dollars (\$2,375.00), 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 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 4th day of April, 1940.

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:

- 1 - crawler type No. 500 Austin Trench Excavator,
- 1 - diesel powered 40 HP Caterpillar and 1 LeTurneau Angledozer with power control unit, and
- 1 - crawler type No. 35 P & H Backfiller,

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.

FRANK DORAN Principal.

MARYLAND CASUALTY COMPANY Surety.

By F. R. CORBETT Its Attorney-in-Fact.

(SEAL) ATTEST:

STATE OF CALIFORNIA)
County of San Diego) ss.

On this 4th day of April, 1940, before me, C. T. NEILL, a Notary Public, in and for the County of San Diego, State of California, residing therein, fully 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.

(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 4th day of April, 1940.

D. L. AULT City Attorney.

By HARRY S. CLARK Deputy City Attorney.

I hereby approve the foregoing bond this 4th day of April, 1940.

F. A. RHODES City Manager

C O N T R A C T

THIS AGREEMENT, made and entered into this 4th day of April, 1940, 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 FRANK DORAN, 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.

- 1 - crawler type No. 500 Austin trench excavator, built in 1928 by the Austin Machinery Corporation, Muskegon, Michigan, including equipment and extra parts as follows:
 - 277 plow teeth
 - 67 Side cutters
 - 44 side cutters, large
 - 15 40" buckets
 - 32 20" "
 - 3 conveyor drive sprockets
 - 2 Conveyor chain idler sprockets
 - 1 conveyor gear shifting yoke
 - 47 excavator chain links
 - 18 " " " , need repairs
 - 20 " " " , bushings, new
 - 20 " " " , pins, new
 - 24 " bucket pins, new
 - 6 " drive sprocket teeth, new
 - 10 " chain pins, new
 - 7 " sprocket chain links
 - 1 " 7-tooth sprocket
 - 1 jaw clutch shifting ring, new
 - 1 boom hoist clutch shifting ring, new
 - 1 tail block spider, new
 - 1 track pad, new
 - 2 " links and pins, new
 - 1 large Alemite grease gun
 - 1 quart size oil can, long spout

Wrenches

- 2 double end wrenches 2" x 1-5/8"
- 1 single " " 2-7/16"
- 1 " " " 1-7/8"
- 2 " " " 1-1/16"
- 1 socket " " 1-7/8"
- 1 " " " 1-5/8"

Wrenches - contd.

- 1 socket wrench 1-1/4"
- 1 " " 1-5/16"
- 1 " " 1"
- 1 " " 7/8"
- 1 " " 1-1/16"
- 2 key pullers
- 2 punches
- 1 15" crescent wrench
- 15 shafts for boom idler for 28" buckets
- 22 spacers " " " stands
- 1 crowbar

- 1 - diesel powered 40 HP Caterpillar, built in 1935 by Caterpillar Company, equipped with 1 - LeTurneau angledozer with power control unit, built in 1937 by the LeTurneau Company, including equipment and extra parts as follows:

- 1 large cat bucket grease gun, new
- 1 small cat zerk " "
- 1 track wrench
- 1 pump wrench
- 1 air bleeding wrench for fuel pump
- 1 complete lighting system with generator

- 1 - crawler type No. 35 P&H backfiller, Serial No. 2891, built by the P & H Machinery Company in 1927, including equipment and extra parts as follows:

- 1 grease gun
- 1 small oil can
- 50 traction chain drive links
- 19 " " " " bushings, new
- 2 track pads and pins
- 1 drum bushing, new

All in accordance with the specifications on file in the office of the City Clerk of said City under Document No. 318890.

The City shall not be liable for any breakage of parts on said above described equipment, unless the same shall be directly and wholly due to careless, unskillful or improper operation by the City of said equipment.

Said trench excavator Caterpillar and backfiller shall be rented to the City for such time as the City may elect to rent said equipment, and the rental to be paid therefor by said City shall be at the rate of Nine Hundred Fifty Dollars (\$950.00) per month.

It is understood and agreed that the present appraised value of said equipment is the sum of \$9,500.00, and said Lessor further specifically agrees that if and when the rentals payable for said equipment hereunder by said City shall amount to \$9,500.00, he 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 City Manager of said excavator, Caterpillar and backfiller in accordance with said specifications, agrees to hire said equipment for such period as it may elect, and to pay therefor as rental Nine Hundred Fifty Dollars (\$950.00) per month. When and if the City shall have paid to the Lessor on account of such rentals a total amount of Nine Thousand Five Hundred Dollars (\$9,500.00), 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.

The City will pay said monthly rental on the first 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 any one without the consent of the City Manager, in writing, having been first obtained; and further 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.

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 its City Manager, under and pursuant to Resolution No. 71099 of the City Council authorizing such execution, and the Lessor has subscribed his name hereunto the day and year in this agreement first above written.

THE CITY OF SAN DIEGO,
By F. A. Rhodes City Manager
FRANK DORAN Lessor

I HEREBY APPROVE the form of the foregoing Contract, this 4th day of April, 1940.

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 Frank Doran for rental of machinery to the City of San Diego. Being Document No. 319445.

FRED W. SICK
City Clerk of the City of San Diego, California.

By Helen M. Wallis Deputy.

KNOW ALL MEN BY THESE PRESENTS, That AMERICAN CONCRETE and STEEL PIPE COMPANY, 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 ONE THOUSAND THREE HUNDRED FORTY-SIX Dollars (\$1,346.00), 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 April, 1940.

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: 940 feet 48" medium strength reinforced concrete pipe, centrifugally cast; and 104 " 24" ditto,

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:

(SEAL) J. M. MacAdam, Secy.

AMERICAN CONCRETE and STEEL PIPE COMPANY
B. D. JENKINS Vice-President Principal.
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
Surety.

By Donald C. Burnham Attorney-in-Fact
By H. G. Malm Agent

STATE OF CALIFORNIA,) ss:
County of San Diego)

On this 8th day of April, 1940, before me, MARIANNE E. PIERCE, 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 thereto as principal and their own names as Attorney-in-Fact and Agent, respectively, and acknowledged to me that they subscribed the name MARIANNE E. PIERCE

(SEAL) of Fidelity and Deposit Company
My Commission Expires
Feb. 28, 1944.

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

I hereby approve the form of the within Bond, this 8th day of April, 1940.

D. L. AULT City Attorney.
By H. B. Daniel Asst. City Attorney.
F. A. Rhodes City Manager

I hereby approve the foregoing bond this 8th day of April, 1940.

C O N T R A C T

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 8 day of April, 1940, 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 and STEEL PIPE 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:

940 feet 48" medium strength reinforced concrete pipe, centrifugally cast; and
140 " 24" medium strength reinforced concrete pipe, centrifugally cast,
in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 318887.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

940' - 48" med. strength reinforced concrete pipe, centrifugally cast,	@ \$5.50 per lin. ft.	\$5170.00
104' - 24" ditto	@ \$2.05 " " "	\$213.20
		\$5383.20

Said price includes the California State Sales Tax.

Said contractor agrees to begin delivery of said material within 2 days from and after the date of the execution of this contract, and to complete said delivery on or before the 15 day of May, 1940.

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: Five Thousand Three Hundred Eighty-three and 20/100 Dollars (\$5383.20), 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 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. 71100 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.

ATTEST: (SEAL)

J. M. MacAdam, Sec'y.

THE CITY OF SAN DIEGO.
By F. A. Rhodes City Manager.
AMERICAN CONCRETE and STEEL PIPE COMPANY,
B. D. Jenkins Vice-President Contractor

I hereby approve the form of the foregoing contract, this 8th day of April, 1940.

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 American Concrete & Steel Pipe Co. Being document No. 319573.

FRED W. SICK
City Clerk of the City of San Diego, California.

By Helen M. Willis Deputy.

A G R E E M E N T

WHEREAS, H. R. PECKHAM are, is the owner of property described as follows: Lot 2 Block 4 Subdivision West End 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 5th day of April, 1940, by H. R. PECKHAM that he will, for and in consideration of the permission granted him to remove 15 feet of curbing on Granada 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.

STATE OF CALIFORNIA,) ss
County of San Diego)

H. R. PECKHAM
Owner's Name
2905 Nichols Street
Address

On this 5th day of April, A. D. Nineteen Hundred and 40, before me, R. S. Ruffin 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 20, 1943.

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

RECORDED APR 12 1940 31 Min. Past 10 A. M. In Book 1018 At Page 112 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 H. R. Peckham To City of San Diego, California. Being Document No. 319524.

FRED W. SICK

City Clerk of the City of San Diego, California.

By Helen M. Willig Deputy.

A G R E E M E N T

WHEREAS, I May V. Stalnaker is the owner of Lot corner Ibis and Ft. Stockton Sts., Lot 1-4 Block 56 Subdivision A and C Division 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 April, 1940, by May V. Stalnaker that I will, for and in consideration of the permission granted to remove 110 feet of curbing on Ibis and Ft. Stockton 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 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 assigns or heirs, 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.

STATE OF CALIFORNIA,) ss
County of San Diego)

MAY V. STALMAKER
Owner's Name
3009 Union St.
Address San Diego, Calif.

On this 10th day of April, A. D. Nineteen Hundred and Forty, before me, Henry A. Wuest a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared May V. Stalnaker 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 29, 1941.

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

RECORDED APR 15 1940 50 Min. Past 9 A.M. In Book 1020 At Page 109 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

Copy ist 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 V. Stalnaker To City of San Diego, California. Being Document No. 319580.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willig Deputy

A G R E E M E N T

WHEREAS, W. W. Wellpott, is the owner of 3583 and 3587 University Ave West 90' Lot 45 to 48 Block 159 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 9th day of April, 1940, by W. W. Wellpott that he will, for and in consideration of the permission granted him to remove 30 feet of curbing

on University Ave. 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.

It is further agreed, that this agreement shall be binding on W. W. Wellpott, 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.

STATE OF CALIFORNIA,) ss
County of San Diego)

W. W. WELLPOTT
Owner's Name
3583 University Ave
Address

On this 9th day of April, A. D. Nineteen Hundred and Forty, before me, M. Blanche Devere a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared W. W. Wellpott known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledge 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 29, 1943

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

RECORDED APR 15 1940 50 Min. Past 9 A. M. In Book 1020 at Page 108 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 W. W. Wellpott to City of San Diego, California. Being Document No. 319585.

FRED W. SICK

City Clerk of the City of San Diego, California.

By Helen M. Willis Deputy

A G R E E M E N T

WHEREAS, Hector William Melanson and Irene Melanson are, is the owner of Lot 22 Block I Redlands Garden Extension Lot 22 Block I Subdivision 4615 Hinson Place Redlands Garden Extension 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 April, 1940, by Hector William Melanson H. W. Melanson that will, for and in consideration of the permission granted to remove 14 feet of curbing on Hinson Place 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 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.

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.

HECTOR WILLIAM MELANSON
Owner's Name
Irene Melanson
Address 4803 Felton Street

STATE OF CALIFORNIA,) ss
County of San Diego)

On this 11 day of April, A.D. Nineteen Hundred and Forty, before me, William C. Hill a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Hector William Melanson and Irene Melanson known to me to be the persons described in and whose names are subscribed to the within instrument, and acknowledge 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
Feb. 4, 1943.

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

RECORDED APR 16 1940 28 Min. Past 9 A. M. In Book 1015 At Page 329 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 Curb Cutting Agreement from Hector W. Melanson to City of San Diego, California. Being Document No. 319607.

FRED W. SICK

City Clerk of the City of San Diego, California.

By Helen M. Willis Deputy

L E A S E

THIS AGREEMENT, made and entered into this 3rd day of April, 1940, 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 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 of 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 portion of Rancho Janal, in the County of San Diego, State of California, described as follows:

Commencing at corner number 3 of the original survey of said Rancho, as shown on the United States Patent therefor, recorded in Patent Book 1, at page 89, recorded July 20, 1872; thence westerly on the south line of said Rancho between corner number 3 and corner number 2, a distance of 3978.95 feet to an intersection with the outer boundary of a strip of land 100 feet wide adjoining and being above the 150 foot contour line of the reservoir as shown and delineated upon Map of Rancho Janal made by Lew B. Harris, being No. 989 filed in the office of the Recorder of said San Diego County May 21, 1906, showing that portion of said Rancho occupied by the Lower Otay Reservoir up to the 150 foot contour line, and also showing a strip of land 100 feet wide adjoining and being above said 150 foot contour line; thence following the meanders of said outer boundary of said 100 foot strip in a general northerly, westerly and easterly direction to its intersection with the easterly line of the Rancho Janal between corner number 3 and corner number 4, said point being 5320.45 feet northerly from corner number 3; thence south on the easterly line of Rancho Janal between Corners number 4 and 3 a distance of 5320.45 feet to corner number 3, being the true point of beginning, containing 362.0 acres.

For a term of five (5) years, beginning on the 1st day of April, 1940, and ending on the 31st day of March, 1945, at the following rental: Fifty Dollars (\$50.00) 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, except that Lessee has the right during the life of this lease to apply the State of California Game Management Area regulations to these premises.

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.

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 Lower Otay Reservoir, 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: It is further agreed that Lessee will reconstruct certain portions of the existing fence on the Rancho Janal in the vicinity of the shore line of the Lower Otay Reservoir, at points where the present trail survey passes through the fence, in such manner that the City may economically construct a trail near the shore line, and that Lessee will at all times maintain said fence in such manner as to keep stock from approaching the shore of Lower Otay Reservoir; and also maintain the City's portion of the south and east division fences.

Eleventh: It is further agreed that Lessee will permit City employees and the general public to use the existing road through said leased property, and that it will place no gates or obstructions across said road. Lessee, however, may install adequate cattle guards thereon, and permission is hereby granted for the same.

Twelfth: It is agreed between the parties hereto that the City shall not be liable for any damage resulting from injury to livestock grazing on said leased lands.

Thirteenth: It is further agreed that Lessee, during the term hereof, may drive cattle or other livestock from the Otay Rancho over and across those portions of land owned by the City lying in Section 13, Township 18 South, Range 1 West, and Section 18, Township 18 South, Range 1 East, to the premises leased herein; provided, however, Lessee will first construct a trail in a location satisfactory to the City Hydraulic Engineer.

Fourteenth: 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.

Fifteenth: 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.

Sixteenth: 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, expressed by resolution, this lease may be renewed for another term of five (5) years, upon the same terms and conditions as herein expressed.

Seventeenth: 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 City shall not be liable in any manner whatsoever by reason thereof.

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. 71121 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, Lessor
By F. A. Rhodes City Manager
OTAY AGRICULTURAL CORPORATION, Lessee
By STEPHEN BIRCH President

ATTEST: (SEAL)
James Dean Secretary

I HEREBY APPROVE the form of the foregoing Lease this 17th day of April, 1940.

D. L. AULT, City Attorney
By JAMES J. BRECKENRIDGE Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Otay Agricultural Corporation. Being Document No. 319719.

FRED W. SICK

City Clerk of the City of San Diego, California.

By Helen M. Willig Deputy.

A G R E E M E N T

WHEREAS, Emma Wegeforth Tyler are, is the owner of Lot 3 Block 150 Subdivision Middle-town 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 March, 1940, by Emma W. Tyler, that she will, for and in consideration of the permission granted her to remove 30 feet of curbing on Union 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.

Emma Wegeforth Tyler
Owner's Name
3529 Union
Address

STATE OF CALIFORNIA,) ss
County of San Diego)

On this 25 day of March, A. D. Nineteen Hundred and 40, before me, Clark M. Foote Jr. a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Emma Wegeforth Tyler 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.

CLARK M. FOOTE JR.

(SEAL)
My Commission Expires
Mar. 20, 1943.

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

RECORDED APR 2 1940 52 Min. Past 9 A. M. In Book 1014 At Page 189 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.

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 Emma Wegeforth Tyler to City of San Diego, California; being Document No. 319260.

FRED W. SICK

City Clerk of the City of San Diego, California.

By Helen M. Willig Deputy.

A G R E E M E N T

WHEREAS, William O. Newman and Frances M. Newman are the owners of Lot 31 Block 55 Subdivision Ocean 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 29th day of March, 1940, by William O. Newman and Frances M. Newman that they will, for and in consideration of the permission granted them to remove 16 feet of curbing on Cape May street adjacent to the above described property, bind them to, and they 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 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,

It is further agreed 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.

William O Newman. Frances M. Newman
Owner's Name
4831 Cape May Ave. Ocean Beach, Calif.
Address

STATE OF CALIFORNIA,) ss
County of San Diego)

On this 29th day of March, A. D. Nineteen Hundred and, before me, Agnes G. Ells a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared William O. Newman and Frances M. Newman 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.

AGNES G. ELLS.

(SEAL)
My Commission Expires
Oct. 18, 1940

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

RECORDED APR 2 1940 51 Min. Past 9 A. M. In Book 1014 At Page 188 of Official Records, San Diego., 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.

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 William O. Newman et al To City of San Diego, California; being Document No. 319318.

FRED W. SICK

City Clerk of the City of San Diego, California.

By Helen M. Wilk Deputy.

LEASE AGREEMENT

(Percentage Compensation)

THIS CONCESSION AGREEMENT, made and entered into this 16th day of April, 1940, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated the "City" or Lessor, and MISSION BEACH ROLLER COASTER COMPANY, a corporation, hereinafter designated the Lessee, WITNESSETH:

THAT WHEREAS, the Lessee is desirous of obtaining a lease or permit to use a portion of the premises in Mission Beach Amusement Center (hereinafter called the "Amusement Center," or "Center"), at Mission Beach, in said City, for the operation of the concessions hereinafter described;

NOW, THEREFORE, WITNESSETH: That the City does hereby lease and let to the Lessee and the Lessee does hereby take and accept from the City, for the period beginning on the 16th day of April, 1940, and ending on the 31st day of October, 1945, the lease and license to use and operate a roller coaster and a miniature steam railroad, at their present locations and on the premises or tracts or plots of ground described as follows:

PARCEL 1. Starting at the southwest corner of Block 96 of Mission Beach, as shown on Map 1651, filed in the office of the County Recorder of San Diego County, San Diego, California; thence along the north line of Ventura Place north 87° 12' east 200 feet; thence south 2° 48' east 24 feet to the south line of Ventura Place and to the true point of beginning; thence south 2° 48' east 322 feet to a point; thence north 87° 12' east 99 feet, more or less, to a point, which point is located 10 feet westerly of the west line of the west drive of Mission Boulevard; thence curving northerly along a line that is parallel to and 10 feet westerly of the west line of the west drive of Mission Boulevard to the south line of Ventura Place; thence south 87° 12' west 176.9 feet, more or less, along the south line of Ventura Place to the point of beginning.

PARCEL 2. Starting at the southwest corner of Block 96 of Mission Beach, as shown on Map 1651, filed in the office of the County Recorder of San Diego County, San Diego, California; thence north 87° 12' east 200 feet; thence south 2° 48' east 396 feet to the true point of beginning; thence south 2° 48' east 182 feet to a point; thence north 87° 12' east 93.5 feet, more or less, to a point, which point is located 10 feet westerly of the west line of the west drive of Mission Boulevard; thence northerly along a line that is parallel to and 10 feet westerly from the west line of the west drive of Mission Boulevard 182 feet to a point; thence south 87° 12' west 93.5 feet, more or less, to the point of beginning.

EXCEPTING from the above described premises that portion or portions occupied by booths for various concessions now constructed, in accordance with that certain agreement dated June 24, 1935, and recorded August 4, 1938, in Book 804, at page 191, et seq. of the Official Records of the County Recorder of San Diego County, California.

All subject to the following terms and conditions:

(1) The Lessee shall pay as compensation for these concessions and for the privilege of maintaining and operating said concessions or businesses within the Center, and for the term aforesaid, at the rate of seven and one-half per cent. (7-1/2%) of the gross receipts from all sources derived from the operation and maintenance of said concessions, payable as follows:

On each Monday during the life of this agreement, the Lessee shall pay to the City, its agents or employees, seven and one-half per cent (7-1/2%) of all revenues of every nature whatsoever taken in, collected or obtained in the operation of said lease or concessions for the week immediately preceding the date of such collection by the City.

(2) The Lessee agrees to adopt any method of recording receipts or accounting that the City may deem essential, and to make available for inspection of the City's representatives any records desired for auditing such receipts.

(3) In addition to the license fee above mentioned, the Lessee shall pay for all electric light, power and/or water used and/or consumed upon and in connection with the operation and maintenance of such concessions, and the Lessee shall use only electricity for motive power and illumination on the premises, buildings or spaces included in these concessions, and use all electric light and power in strict accordance with the plans and designs designated and approved by the City, except the Lessee is hereby permitted to use such Neon signs or lights as it may desire in connection with advertising its concessions.

The City is not responsible for the installation of water supply or sewer or drain pipes or fixtures other than bringing same to the space or spaces already provided for.

(4) In the event the Lessee neglects to pay any charges upon presentation of bills therefor, then said charges shall be added to and become a part of the concession fee and shall be due and payable upon the next installment of such concession fee as herein provided and shall become a part of such fee. Upon neglect or refusal to pay the same, the City shall have the right at its option to terminate this lease without further notice to the Lessee.

(5) The Lessee agrees to maintain and operate the aforesaid concession at the Lessee's own cost and expense, unless otherwise stated herein, and shall conduct the same for no other purpose than herein stated, and the Lessee agrees to maintain and operate the business or amusement devices provided for in this concession in a manner at all times satisfactory to and in conformance with the ordinances of the City.

(6) As a part of the consideration for the granting of this concession, the Lessee agrees that upon default in the payment of said concession fee, or any installment thereof, the City may at its option forthwith enter said premises and operate said concession as agent of said Lessee, retaining any and all income derived from the operation of said concession, applying the income thereof, first, to the cost of operating and maintaining said concession, and, second, to the payment of said concession fee or any installment thereof then due or thereafter to become due.

(7) It is expressly understood and agreed by and between the parties hereto that the continued and uninterrupted operation of the concessions and appurtenances during the term of this concession is essential and necessary for the proper operation of the Center, and if for any reason such concessions and/or appurtenances become inoperative and the Lessee shall for a period of ten

(10) days fail, refuse and/or neglect to correct the cause of such cessation of operation, the City may at its option, as agent of the Lessee, enter upon such concession or concessions and appurtenances and operate the same, making such repairs as are necessary, and deduct the cost of such operation and repairs from any and all receipts due the Lessee.

(8) The Lessee agrees to refer all disputes to the City and abide by its decision, and at the request of the City, and without the making of any specific charges, to forthwith discharge any employee.

(9) The Lessee shall procure at its own cost and expense all permits or licenses necessary for the legal operation of this concession.

(10) It is expressly understood and agreed that the Lessee's right to occupy the same and to operate the concessions hereby granted shall continue only so long as each and all the undertakings, provisions, covenants, agreements, stipulations and conditions in this concession contained on the Lessee's part to be performed are strictly and promptly complied with.

(11) The Lessee shall not sublet, assign or parcel out the concession hereby granted, or any interest therein, nor allow or permit any other person or party to use or occupy any part of the premises, buildings or spaces covered by this concession for any purpose whatsoever without first obtaining the written consent of the City, nor shall this concession be transferred by operation of law, it being the purpose and spirit of this instrument to grant this concession and privilege personally and solely to the Lessee herein named.

(12) The Lessee shall operate this concession in its entirety during such time, and only during such time as the Center shall be open to the public, unless prevented from so doing as herein provided.

(13) The Lessee shall supply and have ready for sale all tickets or evidence of permission to use the concessions, in sufficient quantity to satisfy the demands of the patrons of the Center at all times, and the Lessee hereby warrants that all tickets or evidence of permission to use said concessions sold or offered for sale by the Lessee, directly or through the Lessee's agents and servants, will be as represented both as to kind and quality.

(14) The Lessee shall not employ or use any persons known as "hawkers," "spielers," "criers," or other noise-makers or means of attracting attention to the Lessee's business not approved by the City, or to the extent of creating a nuisance; or permit any intoxicated person to act as its employee, or permit any intoxicated person to remain within or upon said concession space, or carry on or within or upon said concession space any other business than above described, or interfere with any other licensee of the City or any employee of any other licensee.

(15) The Lessee shall not use, nor suffer or permit any person to use in any manner whatsoever, the said premises, or any part thereof, or any building thereon, for any illegal, immoral or bawdy purposes, or for any purpose in violation of any Federal, State or Municipal law, ordinance, rule, order or regulation, or of any ordinance, rule or regulation of the City now in effect or hereafter enacted or adopted, and will protect, indemnify and forever save and keep harmless The City of San Diego, and the individual members thereof, and its agents, from and against any damage, penalty, fine, judgment, expense or charge suffered, imposed, assessed or incurred for any violation or breach of any law, ordinance, rule, order or regulation occasioned by any act, neglect or omission of the Lessee, or any employee, person or occupant for the time being of said premises; and in the event of any violation, or in case the City, or its representatives, shall deem any conduct on the part of the Lessee, or of any person or occupant for the time being of the premises, or of the said concessions, or the operation thereof, to be objectionable and improper, the City shall have the right and power and is hereby authorized to at once declare this concession terminated without previous notice to the Lessee.

(16) The Lessee shall within two (2) months after the termination of this concession remove from the Center all its personal property, goods, chattels and effects, and on failure so to do, the Lessee hereby authorizes the City as its agent to consider said property, goods, chattels and effects to be abandoned by said Lessee, and authorizes the said City to dispose of the said property in any manner whatsoever without incurring any liability therefor.

(17) The Lessee agrees that no representation as to the condition of the premises has been made by said City, and that the Lessee has made a thorough inspection of said premises, and relies wholly on said inspection, and agrees to accept them in the condition existing on the date hereof. The Lessee further agrees to keep the premises in good repair and safe condition at its cost and expense, and at the expiration or other termination of this concession, to return them to the City in as good condition as when received, reasonable wear and tear and damages by the elements excepted.

(18) All repairs, improvements, alterations, installations and major construction shall be subject to approval by and satisfactory to the City, and all improvements to the premises of a permanent nature shall revert to the City at the termination hereof.

(19) The Lessee shall furnish, install and maintain fire extinguishers of an approved type and of capacity sufficient to amply protect the structures now on said leased premises and to maintain all fire extinguishers, apparatus, and appliances upon said premises, at all times, in good order and ready for immediate use, and shall instruct all its employees in the proper use of such apparatus and appliances, so that they are prepared to use the same properly.

(20) In the event the Lessee shall fail, refuse and/or neglect to operate said concessions, or any concession, during the time hereinabove specified, or shall vacate said premises for a consecutive period of fifteen (15) days, The City may peremptorily terminate this agreement on the giving of notice as herein provided. Lessee agrees that in the event of destruction of said roller coaster or miniature railroad, either partially or wholly, by fire or otherwise, it may at its option commence reconstruction of the same within ten (10) days from date of such destruction or damage, and shall diligently reconstruct the same to their original condition as soon thereafter as practicable, otherwise these concessions will terminate, and all rights and privileges hereunder shall cease. All mechanical or minor defects shall be promptly repaired and replaced.

(21) The Lessee shall not use or permit the storage of any illuminating oils, candles, oil lamps, turpentine, benzine, naphtha, or other similar substances or explosives of any kind, or any substance or thing prohibited in the standard policies of fire insurance companies in the State of California.

(22) The Lessee shall at all times maintain the premises covered by this concession in a perfectly clean and sanitary condition, and shall cleanse, fumigate, disinfect and deodorize the same whenever directed to do so by the City.

(23) The Lessee hereby expressly waives any and all claims for compensation for any and all loss or damage sustained by reason of any defect, deficiency or impairment of the electrical apparatus or wires furnished for the premises hereby granted, or by reason of any loss or impairment of light or current which may occur from time to time from any cause, or for any loss or damage sustained by the Lessee resulting from fire, water, tornado, civil commotion or riots; and the Lessee hereby expressly waives all rights, claims and demands, and forever releases and discharges the said City and its officers and agents from any and all demands, claims, actions and causes aforesaid, or in any manner whatsoever.

(24) The Lessee hereby expressly waives any and all claims for compensation for any and all loss or damage sustained by reason of any interference by any public agency or official, in the operation of this concession. Any such interference shall not relieve the Lessee from any obligations hereunder.

(25) The Lessee assumes all risk in the operation of these concessions, and shall be solely responsible and answerable in damages for all accidents or injuries to person or prop-

erty, and hereby covenants and agrees to indemnify and hold harmless the City from the violation of any law, ordinance, rule or regulation affecting or relating to the operation of these concessions, and from any and all claims, suits, losses, damage or injury to person or property of whatsoever kind and nature, whether direct or indirect, arising out of the operation of these concessions, or the carelessness, negligence, or improper conduct of the Lessee, or any occupant, servant, agent or employee; and shall reimburse the City and/or its officers and agents and/or the City for all expenses, costs or judgments arising therefrom.

(26) The Lessee shall at its own cost and expense take out and maintain such insurance for the term of this concession as will protect it from claims under the Workmen's Compensation Acts; and shall also take out such public liability insurance as will protect the Lessee and the City from any claims for damages for personal injuries, including death, which may arise from the operations under this concession. Such insurance shall be with companies permitted to do business in the State of California and all policies shall be delivered to the City prior to the Lessee's entry into possession of said premises, and shall be subject to the approval of the City as to Surety, adequacy, and form of protection. All liability policies shall provide limits of ten thousand dollars (\$10,000.00) for one person, and fifty thousand dollars (\$50,000.00) for more than one person injured or killed in any one accident, and shall have endorsed thereon the City's approved form of "Save Harmless" clause. Upon the failure of the Lessee to furnish and deliver such insurance as above provided, this concession may at the election of the City be forthwith declared terminated, and any and all payments made by the Lessee on account of the concession shall thereupon be retained by the City as liquidated damages because of the Lessee being prevented from negotiating this concession.

(27) It is understood and agreed by and between the parties hereto that should the Lessee herein become insolvent or make an assignment for the benefit of creditors or be declared a bankrupt, or in any manner lose control over the management or said concessions then and in that event the City is hereby authorized and empowered to declare this lease null and void and take possession of the leased premises.

(28) The City shall have a lien on all personal property of the Lessee which may be on the premises as security for the payment of all unpaid rentals or fees, with the right to take possession of and retain the same until all payments herein provided for are made. No personal property of the Lessee used in connection with the operation of said concessions, may be removed from said Center except by written permission of the City. In the event the payments provided for in this agreement are not made, then the City may enforce its lien in the manner as provided by the laws of the State of California. The Lessee, however, will be held liable for any deficiency remaining between the proceeds realized upon the sale of said property and the amount due the City on account of this agreement.

(29) Nothing herein contained shall create or be construed as creating a co-partnership between the City and the Lessee, or to constitute the Lessee an agent of the City.

(30) All notices and orders given to the Lessee may be served by mailing the same to the Lessee at the address hereinafter set forth, or by leaving a copy thereof at the place of business of the Lessee in the Center with any person then in charge of the same.

(31) It is understood and agreed that compliance with the above covenants and conditions is a special consideration and inducement for the granting of this concession.

(32) Anything hereinbefore the contrary notwithstanding, it is expressly understood and agreed, that upon the breach by the Lessee, or by any person or occupant of the premises for the time being, of any of the terms, covenants or conditions of this concession, the City shall have the right to enter the premises either by force or otherwise and take full possession thereof, and close the premises for such times as it may deem proper, or at the City's option and without previous notice to the Lessee, cancel and terminate this concession and privilege and remove therefrom the property and effects of the Lessee, and with or without legal process expel, oust and remove all parties who may be upon or occupy any part of the premises, and all goods and chattels that may be thereon or therein contained, without being liable to prosecution, damage or damages therefor, or for any damage or damages to, or loss of goods or chattels belonging to any party upon or occupying said premises, or any part thereof, from any cause whatsoever by reason of such removal or ousting, and the Lessee expressly waives any and all claims for damages and loss against the City, its officers and agents, for or on account of any act done or caused to be done in exercising this right.

(33) It is expressly understood and agreed by and between the parties hereto that the City, and its officers and agents are acting in a representative capacity and not for their own benefit, and that neither the Lessee, nor any occupant, shall have any claim against them, or either of them, as individuals in any event whatsoever,

IN WITNESS WHEREOF, The City of San Diego has caused this agreement to be executed by its City Manager, acting under and pursuant to a resolution authorizing such execution, and the said Lessee has caused this agreement 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

By F. A. RHODES City Manager

MISSION BEACH ROLLER COASTER COMPANY,

By THOS. O. SCRIPPS Lessee,

F. J. HANSEN

(SEAL)

I hereby approve the form of the foregoing Lease Agreement this 29th day of April, 1940.

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 Agreement with Mission Beach Roller Coaster Co. Being Document No. 319977.

FRED W. SICK

City Clerk of the City of San Diego, California.

By Helen M. Willig 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-FIVE DOLLARS (\$165.00), 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 25th day of April, 1940.

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 VAN DYKE AVENUE, between the southerly and northerly boundary lines of Talmadge Park; TALMADGE DRIVE, for its entire length; VAN DYKE PLACE, for its entire length; and ADAMS AVENUE, between the westerly line of Talmadge Park and the southerly prolongation of the easterly line of Lot 184, Talmadge Park; 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.

Total amount of premium charged, \$5.00

ATTEST: (SEAL)

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.

ATTEST;

E. L. TOLSON

Resident Assistant Secretary

State of California,) ss.
County of San Diego.)

On this 25th day of April, in the year nineteen hundred forty, 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 29th day of April, 1940.

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. 71167 passed and adopted on the 9th day of April, 1940, require and fix the sum of \$165.00 as the penal sum of the foregoing Undertaking.

FRED W. SICK

City Clerk of The City of San Diego

CONTRACT FOR STREET LIGHTING.
Talmadge Park Lighting District No. 1

THIS AGREEMENT, made and entered into this 30th day of April, 1940, 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:

6 VAN DYKE AVENUE, between the southerly and northerly boundary lines of Talmadge Park; TALMADGE DRIVE, for its entire length; VAN DYKE PLACE, for its entire length; and ADAMS AVENUE, between the westerly line of Talmadge Park and the southerly prolongation of the easterly line of Lot 184, Talmadge Park.

Such furnishing of electric current shall be for a period of one year from and including April 1, 1940, to-wit, to and including March 31, 1941.

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 26, 1940, 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. 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 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. 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 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 "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 presented 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.

ATTEST: (SEAL)

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

FRED W. SIMPSON

LOUIS F. WEGGENMAN

ADDISON E. HOUSH

HERBERT E. FISH

HARLEY E. KNOX

A. E. FLOWERS

Members of the Council.

ATTEST: (SEAL)

FRED W. SICK City Clerk.

By CLARK M. FOOTE JR Deputy.

I hereby approve the form of the foregoing Contract, this 29th day of April, 1940.

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 Covering Talmadge Park Lighting District #1. Being Document No. 319955.

FRED W. SICK

City Clerk of the City of San Diego, California.

By Helen M. Wallig 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 25th day of April, 1940.

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 HART DRIVE, for its entire length; ARGOS DRIVE, for its entire length; ALDER PLACE, for its entire; 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.

Total amount of premium charged, \$5.00

ATTEST: (SEAL)

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 VicePresident
Surety.

ATTEST: (SEAL)

E. L. TOLSON

Resident Assistant Secretary

State of California,) ss.
County of San Diego.)

On this 25th day of April, in the year nineteen hundred forty, 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 29th day of April, 1940.

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. 71168 passed and adopted on the 9th day of April, 1940, require and fix the sum of \$98.00 as the penal sum of the foregoing Undertaking.

FRED W. SICK

(SEAL)

City Clerk of The City of San Diego.

CONTRACT FOR STREET LIGHTING.

Talmadge Park Lighting District No. 2

THIS AGREEMENT, made and entered into this 30th day of April, 1940, 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.

Said furnishing of electric current shall be for a period of one year from and including April 1, 1940, to-wit, to and including March 31, 1941.

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 26, 1940, 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 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 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 "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.

ATTEST: (SEAL)

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

FRED W SIMPSON

LOUIS F. WEGGENMAN

ADDISON E HOUSH

HERBERT E. FISH

HARLEY E KNOX

A. E. FLOWERS.

Members of the Council.

ATTEST: (SEAL)

FRED W. SICK

City Clerk.

By CLARK M. FOOTE JR. Deputy

I hereby approve the form of the foregoing Contract, this 29th day of April, 1940.

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 covering Talmadge Park Lighting District #2; being Document No. 319956.

FRED W. SICK

City Clerk of the City of San Diego, California.

By Helen M. Wallig Deputy.

LEASE

THIS AGREEMENT OF LEASE, made and entered into this 26th day of April, 1940, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated as the Lessor, acting by and through the City Manager of said City, and CLETO VEDOVA, of Santa Ysabel, California, 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 demises and leases unto the Lessee that certain real property situated in the County of San Diego, State of California, particularly described as follows, to-wit:

The southeast quarter of the southeast quarter of Section 16; east half of the northeast quarter of Section 17; east half, the southwest quarter, the south half of the northwest quarter and the northwest quarter of the northwest quarter of Section 21; the southeast quarter of the northwest quarter and the northwest quarter of the southwest quarter of Section 22; the southwest quarter of the northwest quarter of Section 26; the north half of the southwest quarter, the northwest quarter of the southeast quarter and the north half of Section 27; the northeast quarter of the southeast quarter and the north half of Section 28; all in Township 12 south, Range 2 east, S.B.B.M.; also, all that land lying below contour elevation 2113 feet, U.S.G. Survey datum within the following described tracts: the northeast quarter of the northwest quarter of Section 21; the southeast quarter of the southwest quarter of Section 22; the northeast quarter of the southwest quarter, the west half of the southeast quarter and the southeast quarter of the southeast quarter of Section 28, Township 12 south, Range 2 east, S.B.B.M.; being 1845 acres of land, more or less.

EXCEPTING therefrom all public roads, highways and easements.

And subject, also, to all easements, encumbrances and liens of every kind, nature and description whatsoever, 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 five (5) years, commencing on the 10th day of April, 1940, and ending on the 9th day of April, 1945, at a yearly rental of three hundred eighty dollars (\$380.00), payable yearly in advance.

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 the Lessee will use the land for agricultural and/or stock grazing purposes only; and that Lessee will cultivate the lands and care for the same and the crops thereon according to the rules of good husbandry; that Lessee will at all times, and at Lessee's own cost and expense, protect and keep the buildings and other improvements and all personal property located on said premises in good repair and condition; 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, improvements or personal property thereon;

(c) That the Lessee will not permit sheep to pasture or graze upon said land;

(d) That the Lessee will construct such stock-proof fences as may be required, at his own expense; such fences to become the property of the Lessor upon the termination of this lease;

(e) Lessor reserves the right to make engineering investigations, core drillings, tunneling, test pits or any work incidental to the proper determination of dam location and formation of bedrock material;

(f) Lessor reserves all timber, sand, gravel, oil and mineral 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;

(g) 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, together with all improvements thereon, 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;

(h) That the Lessor shall have the right to enter said lands for inspection, for the purpose of water development, and/or the right to cancel this lease in the event the Lessor deems the use of the land necessary for water development; provided, however, that the Lessor shall, as a condition to the exercise of said right of termination, give to the Lessee at least sixty (60) days' notice of Lessor's intention so to do;

(i) The Lessee shall not have the right to make, or suffer to be made, any alteration in said premises, or of any 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, this lease is executed by the City of San Diego, acting by and through the City Manager of said City, under and pursuant to Resolution No. 71173 of the Council authorizing such execution, and the said Lessee has hereunto subscribed his name the day and year first hereinabove written.

THE CITY OF SAN DIEGO Lessor.
By F. A. Rhodes City Manager.
Cleto Vedova Lessee.

I hereby approve the form of the foregoing Lease, this 30th day of April, 1940.

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 Cleto Vedova; being Document No. 320024. FRED W. SICK

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 5th day of April, 1940, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City Manager of said City, first party, and GEORGE W. THOMPSON, second party, WITNESSETH:

THAT WHEREAS, the City Council of said City on the 26th day of March, 1940, adopted Resolution No. 71057 authorizing the City Manager to enter into a contract with second party as boxing instructor for a period of two months, full time, at the rate of \$154.00 per month; and

WHEREAS, the duties of said boxing instructor generally are as follows: to teach boxing to the children of the City of San Diego at the various playgrounds conducted by said City under the direct supervision of the Superintendent of Playgrounds and Recreation; NOW, THEREFORE,

In consideration of the premises and the matters and things hereinafter set forth the parties hereto agree as follows:

In consideration of the faithful performance of such services the City agrees to pay therefor, to-wit: One Hundred Fifty-four Dollars (\$154.00) per month for a period of two (2) months only, 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.

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through the City Manager of said City under authority of Resolution No. 71057, aforesaid, 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 F. A. RHODES City Manager

GEO. W. THOMPSON Second Party

I HEREBY APPROVE the form of the foregoing Contract this 4th day of April, 1940.

D. L. AULT, City Attorney

By JAMES J. BRECKENRIDGE Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract for Services of Geo. W. Thompson as Boxing Instructor; being Document No. 320031.

FRED W. SICK

City Clerk of the City of San Diego, California.

By Helen M. Willeg Deputy.A G R E E M E N T

THIS AGREEMENT, made and entered into this 1st day of May, 1940, 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 thereof, Party of the First Part, hereinafter sometimes referred to as the "Owner", and H. LOUIS BODMER, hereinafter sometimes referred to as the "Architect", WITNESSETH:

WHEREAS, the Owner intends to erect and construct a building on the following described real property, to-wit: Portions of Blocks 10 and 12, La Binda Park, according to Map thereof No. 1538 filed in the office of the County Recorder of said San Diego County, March 5, 1913, and closed portions of streets adjacent thereto.

NOW, THEREFORE, the Owner and the Architect, for the considerations hereinafter named, agree as follows:

1. The Owner agrees to employ, and does hereby employ, the Architect to perform the services mentioned and agrees to pay therefor the rates and amounts hereinafter specified; and the Architect hereby accepts said employment and agrees to perform said services for the stipulated compensation under the terms and conditions hereinafter mentioned.

2. THE ARCHITECT'S SERVICES: The Architect's professional services shall consist of necessary conferences; preparation of preliminary studies; working drawings; specifications; large scale and full size detail drawings; drafting of forms of proposals and contracts; preparation of an application for a grant from the W. P. A. for this work and, if the building is constructed, supervision of construction and the general administration of the business and supervision of the above mentioned work until it is completed and accepted by the Owner, giving the building such time and attention as may be necessary to ascertain if the same is being erected in accordance with the plans and specifications. Such supervision shall be in person or by competent representative, provided that the Owner, through its City Manager, may require the architect's personal supervision of the construction.

3. BUILDING PERMITS: The Architect shall be responsible for giving notice of the need of securing zoning and other permits made necessary by the contemplated placement of said building on the site and shall provide such drawings and specifications as may be required to secure said permits.

4. CONFORMITY TO LEGAL REQUIREMENTS: The Architect shall cause all drawings and specifications to conform to all requirements of law, local and State, and to all requirements of all bodies formed under local or State law whose approval of the drawings and specifications must be obtained and shall cause the necessary copies of such drawings and specifications to be filed with these bodies for approval.

5. STANDARD DETAILS: The Architect shall cause drawings and specifications to conform to the approved standard specifications and details of the San Diego Unified School District of San Diego County, State of California, unless specific approval is given by the Owner through its City Manager to grant such approval for substitute specifications or details. The Architect shall work in conjunction with the architectural draftsman or other employee designated by the said San Diego Unified School District of San Diego County on all parts of the drawings and specifications in which conformity to said approved standard details and specifications is required.

6. COST OF THE WORK. It is understood and agreed by and between the parties hereto that the proposed construction of said building is estimated on a W. P. A. grant and that the total estimated cost of said W. P. A. project must not exceed the sum of Twenty-seven Thousand Dollars (\$27,000.00).

It is further agreed that if from the estimates developed by the Owner for the construction of this building at the time of filing the W. P. A. project request, it shall appear to the satisfaction of the Owner that said building cannot be constructed in accordance with the plans and specifications furnished by the Architect for the said sum of \$27,000.00 (including all fees), then and in that event, if requested by the Owner, the Architect shall, without any extra compensation therefor, so revise his plans and specifications for the construction of said building that the construction may be completed for a price within the said sum of \$27,000.00 (including all fees).

It is also understood and agreed that any revision of said plans and specifications as hereinabove set forth and/or any extra services to be performed by said Architect by reason thereof shall meet with the approval in writing of the City Manager of said Owner; and it is further specifically agreed and understood that in no case by reason of the foregoing shall the total Architect's fees exceed the flat sum as hereinafter set forth in Paragraph 9.

7. PRELIMINARY ESTIMATES: The Architect shall make or procure preliminary estimates on the cost of the work and its several parts, and he shall endeavor to keep the actual cost of the work as low as may be consistent with the purpose of the building and with proper workmanship and material, but no estimate can be regarded as other than an approximation.

8. ASSOCIATED ARCHITECTS: The Architect shall have the option, with the consent of the Owner, to associate with him, and at his expense, other architects to render services in connection with said building and to delegate to them such duties as he may delegate without relieving himself from administrative or other responsibility under this agreement.

9. THE ARCHITECT'S FEE: The fee payable by the Owner to the Architect for the performance of all services required herein, shall be a flat sum of One Thousand Seven Hundred Sixty Dollars (\$1,760.00); provided, however, that the building is actually constructed. If the contemplated building is not constructed, then the Architect shall receive compensation for the portion of his work that is actually completed in accordance with terms set forth in paragraph 10. (10. PAYMENTS)

The Architect shall select and employ, at his own expense, and subject to the approval of the Owner, such engineers and other experts as may be necessary for the proper execution of his, the Architect's work, and shall keep the Owner informed of all such engagements of consultants or engineers.

10. PAYMENTS: Upon the completion of the plans and specifications of the proposed building, which completion shall be evidenced by a written approval signed by the California State Board of Architecture, there shall be due the sum of Nine Hundred Eighty Dollars (\$980.00) of the Architect's fee.

Upon the completion of the proposed building and when same shall be ready for occupancy and use, in accordance with a written approval thereof signed by the City Manager of said Owner, the balance of said Architect's fee in the sum of Seven Hundred Eighty Dollars (\$780.00) shall be

due and payable to said Architect.

No deductions shall be made in computing the Architect's fee on account of penalty, liquidated damages, or any sum, if any, withheld from payments to contractors.

11. SUSPENSION OR ABANDONMENT OF THE WORK: Should the execution of any work designed or specified by the Architect, or any part of such work, be abandoned or suspended by the Owner, the Architect shall be paid in accordance with the terms of paragraph 10 of this agreement for all services rendered up to the time of such abandonment or suspension. In the event the work is abandoned before the working drawings and specifications have been approved by the Owner, the amount due to the Architect shall be computed on the basis of the degree of completion of the working drawings and specifications. All such payments shall accrue and become due within thirty (30) days after such abandonment or suspension. The Architect shall supply the Owner with ten (10) sets of the working drawings and specifications completed by the Architect of said building before the Architect may receive payment under the terms of this paragraph.

12. INSPECTION: The owner shall have the option to appoint an inspector, either at its own discretion or in accordance with any requirement of state law, at its own cost; and said inspector, when so appointed, may also serve as superintendent of construction. Said inspector shall report from time to time to the City Manager of said Owner as to the progress of said construction, and shall also consult with said Architect as to any problems of construction he may find in connection therewith.

13. CHANGE ORDERS: The Architect shall advise the Owner in writing of any material change, or changes, necessary in the plans and specifications of said building and shall order the contractors to make such changes only after they have been approved by the Owner in writing. The Architect may order, on his own responsibility and pending the Owner's approval, changes necessary at the time to meet construction emergencies, after written approval of the Owner's inspector is first secured or, in his absence, approval in writing of the City Manager.

14. COST OF CHANGES: The cost of all changes made necessary by and clearly shown to be due to mistakes of the Architect in preparing and/or interpreting the plans, drawings, or specifications, or in his supervision of construction, shall be borne by the Architect.

15. OWNERSHIP OF DOCUMENTS: Drawings and specifications supplied as herein required are the property of the Owner, whether the work for which they are made be executed or not. The Architect shall furnish to the Owner on completion of each drawing and set of specifications a full, true and correct copy or blueprint of said drawings and specifications and, after approval of the drawings and specifications, shall supply the two (2) copies required by The California State Board of Architecture, and shall supply eight (8) additional copies to the Owner. Such additional copies of the drawings and specifications as may be necessary for obtaining bids and for the proper conduct of the work shall be supplied to the Owner by the Architect at the cost of producing the blueprints. Upon the signing of the building contracts by the contractors the Architect will deliver to the Owner, to remain its property for purposes of record, one set of working drawings and completed specifications and, at the conclusion of the work, such set of drawings and specifications shall be corrected to agree with and embody all material changes made during the construction.

16. OWNER'S DECISIONS: The Owner shall give thorough consideration to all sketches, drawings, specifications, proposals, contracts, and other documents laid before it by the Architect at any meeting regularly held; whenever prompt action is necessary said Owner shall inform the Architect of its decision promptly, so that the work of the Architect shall not be delayed, and so that the Architect will not be prevented from giving drawings or instructions to contractors promptly.

17. SURVEYS, BORINGS, AND TESTS: The Owner shall, upon request, furnish the Architect with complete and accurate surveys of the building site, giving the grades and lines of streets, pavements, and adjoining properties; the rights, restrictions, easements, boundaries, contours, locations of trees, and full information as to sewer, water, gas, and electrical service. The Owner is to pay for borings or test pits, if necessary, and for chemical, mechanical, or other tests when required.

18. SUCCESSORS AND ASSIGNS: All the terms, conditions and provisions hereof shall inure to and shall bind the parties hereto, their, and each of their, respective heirs, executors, administrators, successors, and assigns.

The Architect shall have the right to join with him in the performance of this agreement, any qualified person or persons acceptable to the Owner with whom he may in good faith enter into general partnership or similar relations.

Except as above, the Architect shall not assign, sublet or transfer his interest in this agreement without the written consent of the Owner.

19. In consideration of the premises, the Architect agrees that he shall at once proceed with the preparation of the work to be performed by him upon receipt from the Owner of the necessary data, and shall complete the same with due diligence and in a skillful and workmanlike manner.

Should the Owner let out said work under the "segregated bid" plan the Architect shall be bound to perform all Architectural services in connection with said work, including supervision, at and for the compensation herein provided.

20. It is mutually agreed that in no case 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 for any portion of the contract price.

IN WITNESS WHEREOF, this agreement is executed by The City of San Diego by and through its City Manager, under and pursuant to a resolution of its Council No. 71311, adopted on the 30th day of April, 1940, and second party has hereunto affixed his name the day and year in this agreement first above written.

THE CITY OF SAN DIEGO,
Party of the First Part.

BY F. A. RHODES City Manager
H. LOUIS BODMER, Architect.

Party of the Second Part.

I HEREBY APPROVE the form of the foregoing Agreement this 30th day of April, 1940.

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 Contract with H. Louis Bodmer, being Document No. 320051.

FRED W. SICK

City Clerk of the City of San Diego, California.

By Helen M. Wallig Deputy.

A G R E E M E N T

WHEREAS, Ethel S. Brown are, is the owner of Lot 189 Block ..Subdivision Bay 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 22nd day of April, 1940, by Ethel S. Brown that she will, for and in consideration of the permission granted her to remove 16 feet of curb- ing on Ashton 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 there- with 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.

STATE OF CALIFORNIA,) ss
County of San Diego)

Ethel S. & Wm. Brown
Owner's Name
Ethel S. Brown 2617 A St. San Diego
Address

On this 22nd day of April, A. D. Nineteen Hundred and forty, before me, Clark M. Foote Jr. a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Ethel S. Brown 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 certifi- cate first above written.

(SEAL)

CLARK M. FOOTE JR.

My Commission Expires
Mar. 20, 1943.

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

RECORDED APR 29 1940 43 Min. Past 9 A. M. In Book 1024 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.
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 Ethel S. Brown to City of San Diego, California. Being Document No.
319794.

FRED W. SICK

City Clerk of the City of San Diego, California.

By Helen M. Willyg Deputy.

A G R E E M E N T

WHEREAS, Fred G. West is the owner of Lots 13-24 Block 250 Subdivision San Diego Land and Town Co's South Chollas 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 18 day of April, 1940, by Fred 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, binds him to, and he hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curb- ing 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 condi- tion and agreements herein named.

STATE OF CALIFORNIA,) ss
County of San Diego)

FRED G. WEST
Owner's Name
3330 Main St. San Diego
Address

On this 18 day of April, A. D. Nineteen Hundred and forty, before me, B. E. Harmer a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Fred G. West known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledge 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 certifi- cate first above written.

B. E. HARMER

(SEAL)

My Commission Expires
August 15, 1940

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

RECORDED APR 29 1940 42 Min. Past 9 A. M. In Book 1024 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.
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 Fred G. West to City of San Diego, California. Being Document No.
319853.

FRED W. SICK

City Clerk of the City of San Diego, California.

By Helen M. Willyg Deputy.

A G R E E M E N T

WHEREAS, Mary J. Malton is the owner of Lot J Block 121 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 5th. day of April, 1940, by Mary J. Malton that I will, for and in consideration of the permission granted me to remove 30 feet of curbing on Fifth Avenue 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 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.

STATE OF CALIFORNIA,) ss
County of San Diego)

MARY J. MALTON
Owner's Name
1627 - 29th
Address

On this 5 day of April, A. D. Nineteen Hundred and Forty, before me, M. L. Cann a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared MARY J. MALTON 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.

(SEAL)

My Commission Expires
Sept. 15, 1943.

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

RECORDED APR 29 1940 41 Min. Past 9 A. M. In Book 1021 At Page 231 Of Official Records,
San Diego Co., Cal. Recorded At Request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS
M. METHENY- 16

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 Mary J. Malton to City of San Diego, California. Being Document No. 319869.

FRED W. SICK

City Clerk of the City of San Diego, California.

By Helen M. Wilk Deputy.

UNDERTAKING FOR STREET LIGHTING.

Talmadge Park Lighting District No. 4

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 25th day of April, 1940.

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 JEAN DRIVE, ADAMS AVENUE, MADISON AVENUE, MONROE AVENUE, 47TH STREET, EUCLID AVENUE, 48TH STREET, ESTRELLA AVENUE, 49TH STREET, MIRACLE DRIVE and LORRAINE DRIVE, within the limits and as particularly described in Resolution of Intention No. 70604, adopted by the Council on January 9, 1940, 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.

Total amount of premium charged, \$5.00

(SEAL) ATTEST:

C. C. MAY Assistant 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

ATTEST:

E. L. TOLSON

Resident Assistant Secretary

State of California,) ss.
County of San Diego.)

On this 25th day of April, in the year nineteen hundred forty, 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 30th day of April, 1940.

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. 71198 passed and adopted on the 16th day of April, 1940, require and fix the sum of \$225.00 as the penal sum of the foregoing Undertaking.

(SEAL)

FRED W. SICK
City Clerk of The City of San Diego.

CONTRACT FOR STREET LIGHTING.

Talmadge Park Lighting District No. 4

THIS AGREEMENT, made and entered into this 30th day of April, 1940, 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:

JEAN DRIVE, for its entire length;

ADAMS AVENUE, between the westerly and the easterly lines of Talmadge Park Estates;

MADISON AVENUE, between the westerly and the easterly lines of Talmadge Park Estates;

MONROE AVENUE, between the westerly and the easterly lines of Talmadge Park Estates;

47TH STREET, between the south line of Talmadge Park Estates and Adams Avenue;

EUCLID AVENUE, between the south line of Talmadge Park Estates and Adams Avenue;

48TH STREET, between the south line of Talmadge Park Estates and Adams Avenue;

ESTRELLA AVENUE, between the south line of Talmadge Park Estates and Adams Avenue;

49TH STREET, between the south line of Talmadge Park Estates and Adams Avenue;

MIRACLE DRIVE, for its entire length; and

LORRAINE DRIVE, for its entire length.

Such furnishing of electric current shall be for a period of one year from and including April 1, 1940, to-wit, to and including March 31, 1941.

All of such 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. 4", filed February 3, 1940 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 Eight Hundred Ninety-seven and 60/100 Dollars (\$897.60) 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. 4 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 Eight Hundred Ninety-seven and 60/100 Dollars (\$897.60) shall be paid out of any other fund than said special fund designated as "Talmadge Park Lighting District No. 4 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 Eight Hundred Ninety-seven and 60/100 Dollars (\$897.60).

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, 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 hereinabove written.

(SEAL) ATTEST:
C. C. MAY
Assistant Secretary

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY

By A. E. HOLLOWAY Vice Pres.

CITY CITY OF SAN DIEGO.

By P. J. BENBOUGH

FRED W. SIMPSON

LOUIS F. WEGGENMAN

ADDISON E HOUSH

HERBERT E FISH

HARLEY E KNOX

A. E. FLOWERS

Members of the Council.

(SEAL) ATTEST:
FRED W. SICK City Clerk.
By CLARK M. FOOTE JR., Deputy

I hereby approve the form of the foregoing Contract, this 30th day of April, 1940.

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 covering Talmadge Park Lighting District #4. Being Document No. 319953.

FRED W. SICK

City Clerk of the City of San Diego, California.

By Helen M. Willyg 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 successor and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 25th day of April, 1940.

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 44TH STREET, HIGHLAND AVENUE, 45TH STREET, MAX DRIVE, MONROE AVENUE, 47TH STREET, NORMA DRIVE, CONSTANCE DRIVE, NATALIE DRIVE and ADAMS AVENUE, within the limits and as particularly described in Resolution of Intention No. 70605, adopted by the City Council on January 9, 1940, 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 bounded 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.

Total amount of premium charged, \$5.00

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, Principal.

(SEAL) ATTEST:

By A. E. HOLLOWAY Vice Pres.

C. C. MAY
Assistant Secretary

THE AETNA CASUALTY AND SURETY COMPANY Surety.

By PAUL WOLCOTT
Resident Vice-President

ATTEST:
E. L. TOLSON
Resident Assistant Secretary

State of California,) ss.
County of San Diego.)

On this 25th day of April, in the year nineteen hundred forty, 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 29th day of April, 1940.

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. 71197 passed and adopted on the 16th day of April, 1940, require and fix the sum of \$259.00 as the penal sum of the foregoing Undertaking.

FRED W. SICK

City Clerk of The City of San Diego.

(SEAL)

CONTRACT FOR STREET LIGHTING.

Talmadge Park Lighting District No. 3

THIS AGREEMENT, made and entered into this 30th day of April, 1940, 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

ADAMS AVENUE, between Natalie Drive and the easterly line of Talmadge Park Unit No. 3, produced southerly.

Such furnishing of electric current shall be for a period of one year from and including April 1, 1940, to-wit, to and including March 31, 1941.

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 February 3, 1940, 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 (\$1,033.20) 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 (\$1,033.20) 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 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 Thirty-three and 20/100 Dollars (\$1,033.20).

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
FRED W. SIMPSON
LOUIS F. WEGGENMAN
ADDISON E. HOUSH
HERBERT E. FISH
HARLEY E. KNOX
A. E. FLOWERS
Members of the Council.

(SEAL) ATTEST:
FRED W. SICK City Clerk.
By CLARK M. FOOTE JR. Deputy

I hereby approve the form of the foregoing Contract, this 29th day of April, 1940.

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 Covering Talmadge Park Lighting District #3. Being Document No. 319954.

FRED W. SICK

City Clerk of the City of San Diego, California.

By Helen M. Wilby Deputy.

LEASE

THIS AGREEMENT, made and entered into this 3rd day of May, 1940, 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, 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:

All of Pueblo Lot 1321; that portion of Pueblo Lot 1315 lying north of the La Jolla-Miramar Road and northeasterly from that certain tract of land leased by the City of San Diego to H. K. W. Kumm, assigned to Fred Chambers and particularly described in Document No. 214295 on file in the office of the City Clerk of The City of San Diego; that portion of Pueblo Lot 1322 lying easterly from the Sorrento Road; Pueblo Lot 1316, (excepting that portion owned by the United States of America), being 350 acres of land, more or less; ALSO,

Pueblo Lot 1317; those portions of Pueblo Lots 1318 and 1319 lying north from the Miramar Road and Pueblo Lot 1351 (excepting the northerly 30 acres under lease from the City to Nathan L. Rannells), being 340 acres of land, more or less; excepting from the above all public highways and easements, and subject to all encumbrances of whatsoever nature; For a term of five (5) years, beginning on the 18th day of April, 1940, and ending on the 17th day of April, 1945, at the following rentals: Three Hundred Fifty Dollars (\$350.00) 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 Common 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. 8410 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. Said lessee agrees to maintain and keep in repair, at his own expense, all

exterior boundary line fences; provided, however, that all exterior boundary line fences constructed by said lessee shall become the property of the City upon the 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 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. 1820 (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, Lessor,
By F. A. RHODES City Manager
L. W. BRAUNER Lessee

I HEREBY APPROVE the form of the foregoing Lease this 6th day of May, 1940.

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 L. W. Brauner. Being Document No. 320131.

FRED W. SICK

City Clerk of the City of San Diego, California.

By Helen M. Willyg Deputy.

PIPE LINE LICENSE

THIS INSTRUMENT, made this 26th day of April, 1940, between C. F. WUPPER, of the City of Pasadena, State of California, hereinafter called the Licensor, Party of the First Part, and THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter called the Licensee, Party of the Second Part, WITNESSETH:

For and in consideration of the terms, covenants and agreements hereinafter set forth, the Licensor licenses the Licensee to construct and maintain a pipe line to be used for carrying water across or along the property of Licensor situated in the City of San Diego, County of San Diego, State of California. A detailed description of the exact location of said pipe line is described as follows, to-wit:

A strip of land 10.00 feet in width, 5.00 feet on each side of the pipe line as laid, said center line being particularly described as follows:

Beginning at the intersection of the northwesterly prolongation of the center line of Litchfield Drive with the southeasterly line of Lot 15, Windsor Place, according to the Map of said Windsor Place No. 1870, on file in the Office of the County Recorder of San Diego County, California; thence northeasterly along the southeasterly line of said Lot 15, a distance of 5.96 feet to the TRUE POINT OF BEGINNING; thence North 40° 20' 30" West a distance of 60.00 feet to a point; thence North 52° 11' 30" West a distance of 40.00 feet to a point; thence North 59° 46' West a distance of 100.00 feet to a point; thence North 66° 41' 30" West a distance of 60 feet, more or less to an intersection with the northwesterly line of said Lot 15; all as shown on City

Engineer's Drawing 2383-B,

for a period of five (5) years, beginning on the 1st day of January, 1940, and ending on the 31st day of December, 1945, at the rate of Ten Dollars (\$10.00) per year, payable by Licensee yearly in advance.

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

(1) The Licensee agrees to construct, supervise and maintain the pipe line at its own cost and to save the Licensor harmless from any and all damages that may accrue to third parties by reason of either the construction and/or maintenance of said pipe line.

(2) It is agreed by and between the parties hereto that this License may be terminated by either party by giving the other sixty (60) days notice thereof in writing.

(3) It is further agreed that the Licensor shall at all times herein have the right to require the re-location of said pipe line on the land of said Licensor, after first giving the Licensee sixty (60) days notice thereof in writing.

(4) Any notice, request, instructions or revocations of this License to be given by either party hereto shall be deemed to be properly served if the same be delivered to either party or if deposited in the Post Office, post paid, addressed to the respective party.

IN WITNESS WHEREOF, this agreement is executed by the Licensee, acting by and through the City Manager thereof, under and pursuant to Resolution No. 71265 of its City Council, authorizing such execution, and said Licensor has affixed his signature hereto, the day and year in this License first above written.

C. F. WUPPER Licensor
THE CITY OF SAN DIEGO, Licensee
By F. A. RHODES City Manager

I HEREBY APPROVE the form of the foregoing Agreement this 22nd day of April, 1940.

D. L. AULT City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Pipe Line License agreement with C. F. Wupper. Being Document No. 320132.

FRED W. SICK

City Clerk of the City of San Diego, California.

By Helen M. Willyg Deputy.

AGREEMENT

THIS AGREEMENT, made and entered into at the City of San Diego, State of California, this 1st day of May, 1940, 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 MARSHAL CRUIZ of said city and state, hereinafter designated as Party of the Second Part, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained and to be performed by the parties hereto, said parties agree as follows:

(1) Second Party agrees to take full and complete charge of the City Dump located on a certain portion of Pueblo Lot 1186, for a period of six (6) months from the date hereof, and for said services the City agrees to pay second party the sum of Twenty Dollars (\$20.00) per month

during the term hereof.

(2) It is agreed between the parties hereto that the City is now maintaining said dump for the disposal of a portion of the rubbish collected by the City and that second party will conduct and maintain said dump in such manner as to prevent damage by fire or otherwise to persons or property.

(3) Second party may salvage any and all material from said dump; except, however, cans, metal containers, black iron and miscellaneous sheet iron scrap.

(4) Second party agrees that he will not interfere in any wise whatsoever with the right of Charles M. Davis to collect from said dump all cans, metal containers, black iron and miscellaneous sheet iron scrap, in accordance with the contract entered into between the City and said Charles M. Davis, dated the 2nd day of January, 1940, and filed with the City Clerk of said City on the 2nd day of January, 1940, as Document No. 317551.

(5) It is agreed between the parties hereto that the City, acting by and through its City Manager, may cancel this agreement at any time, and that after the receipt in writing of said notice of cancellation by the City Manager, then and in that event all rights of second party of whatsoever nature or description, existing by reason of this agreement, shall cease and be determined.

It is mutually agreed herein that in no case unauthorized by the Charter of The City of San Diego or the general laws of the State of California in effect in said City, shall said City or any department, board or officer be liable to second party in any manner whatsoever by reason of this agreement.

IN WITNESS WHEREOF, this agreement is executed by The City of San Diego by and through its City Manager, under and pursuant to a resolution of its Council No. 71312, adopted on the 30th day of April, 1940, and second party has hereunto affixed his name the day and year in this agreement first above written.

THE CITY OF SAN DIEGO

Party of the First Part.

By F. A. RHODES City Manager
MARSHALL V CRUIZ

Party of the Second Part.

I HEREBY APPROVE the form of the foregoing Agreement this 29th day of April, 1940.

D. L. AULT, City Attorney,

By JAMES V. BRECKENRIDGE, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Marshall Cruz for taking care of City Dump on Pueblo Lot 1186. Being Document No. 320133.

FRED W. SICK

City Clerk of the City of San Diego, California.

By Helen M. Willis Deputy.

OPTION TO PURCHASE.

THIS AGREEMENT, made and entered into this 30th day of April, 1940, under and by virtue of the provisions of Section 3897d of the Political Code of the State of California, by and between THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, party of the first part, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, party of the second part, WITNESSETH:

THAT, WHEREAS, certain lands hereinafter described have been deeded for delinquent taxes and/or assessments to the State of California; and

WHEREAS, certain lands hereinafter described have been deeded for delinquent taxes and/or assessments for the year 1927, to the State of California, being Deed No. 4602, portions of which said delinquent taxes and/or assessments were levied by and payable to The City of San Diego, said County of San Diego at said time and ever since being the tax collecting agency for taxes levied by said City; and

WHEREAS, the Board of Supervisors of the County of San Diego and the Council of The City of San Diego believe that it is for the best interests, both of the State of California and of The City of San Diego that said properties be sold to The City of San Diego, to the end that said lands be devoted to the public use; and

WHEREAS, the lands so sold for delinquent taxes and/or assessments to the State of California, as aforesaid, are hereinafter particularly described;

NOW, THEREFORE, in consideration of the consents, stipulations and agreements herein contained, and the authority for this agreement granted by Section 3897d of the Political Code of the State of California, said Board of Supervisors hereby gives and grants unto said The City of San Diego an option to purchase the following described lands situated in the County of San Diego, State of California, to-wit:

The northwest quarter of Lot 39 of Horton's Purchase, according to Map No.

283 of a portion of the Ex-Mission lands of San Diego, commonly known as Horton's Purchase, filed March 9, 1878, in the office of the County Recorder of San Diego County, California;

the consideration for such purchase to be the sum of two hundred and fifty dollars (\$250.00). Said purchase shall be subject to the following provisions and conditions, to-wit:

1. That The City of San Diego shall have the right to exercise this option as to said parcel of land within three (3) years from the date hereof following the settlement of the special improvement districts covering said property, according to the policy of the County of San Diego in settling such districts, provided that the amounts remaining as a charge against the property are paid, cancelled, settled or compromised, but not otherwise.

2. That said The City of San Diego shall have the right at any time within the term of this option to purchase the said lands for the sum of two hundred and fifty dollars (\$250.00), subject to the conditions as in paragraph 1 hereinabove set forth.

3. That this option is given to The City of San Diego under the terms and conditions of Section 3897d of the Political Code of the State of California, as amended and in effect September 19, 1939, and is intended to be, and shall be construed as a statutory agreement designed to carry into effect the provisions of said Section 3897d, and shall have no force or effect otherwise.

IN WITNESS WHEREOF, the Board of Supervisors of the County of San Diego, by a resolution duly passed and adopted on the 30th day of April, 1940, has caused this agreement to be executed in triplicate, and The City of San Diego has caused this instrument to be executed by its City Manager in triplicate, pursuant to a resolution adopted on the 30th day of April, 1940, authorizing such execution, the day and year hereinabove written.

BOARD OF SUPERVISORS OF THE COUNTY
OF SAN DIEGO, STATE OF CALIFORNIA.
By T. Le ROY RICHARDS Chairman.

THE CITY OF SAN DIEGO
By F. A. RHODES City Manager.

(SEAL) ATTEST:

J. B. McLEES

County Clerk and Ex-officio Clerk of said Board.

By C. BUCKLEY Deputy.

I hereby approve the form of the foregoing Option Agreement this 29th day of April, 1940.

D. L. AULT City Attorney.

By H. B. DANIEL Assistant City Attorney.

The undersigned, Harry B. Riley, Controller of the State of California, having duly considered the above and foregoing agreement, and being duly advised in the premises, hereby approves said agreement.

Dated May 7, 1940.

(SEAL)

HARRY B. RILEY, Controller of the State of California.

By BERT FOSTER Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Option to Purchase Certain Land in Horton's Purchase. Being Document No. 320200.

FRED W. SICK

City Clerk of the City of San Diego, California.

By Helen M. Willyg Deputy.

A G R E E M E N T

WHEREAS, Hays & Jackson Inc. are, is the owner of that property known as, Lot 21 Block D Subdivision Plumosa Park 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 27 day of April, 1940, by Hays & Jackson Inc. that I will, for and in consideration of the permission granted me to remove 16 feet of curbing on Amarylis St. 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 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 April 27, 1940 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.

HAYS & JACKSON INC.

R. M. JACKSON Sec.

Owner's Name

3829 University

Address

STATE OF CALIFORNIA,) ss
County of San Diego)

On this 27 day of April, A. D. Nineteen Hundred and 40, before me, Margaret M. Eidemiller a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared R. M. Jackson 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.

MARGARET M. EIDEMILLER

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

(SEAL)
My Commission Expires
May 6, 1942.

RECORDED MAY 3 1940 5 Min. Past 9 A. M. In Book 1018 At Page 368 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.

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 Hays & Jackson, Inc. to City of San Diego, California. Being Document No. 319979.

FRED W. SICK

City Clerk of the City of San Diego, California.

By Helen M. Willyg Deputy.

A G R E E M E N T

WHEREAS, Wilmot G. Willis and Doris Willis are the owners of Lot 969 Block--Subdivision Talmadge Park Estates 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, 1940, by Wilmot G. Willis and Doris Willis that we will, for and in consideration of the permission granted us to remove 15 feet of curbing on Madison 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, 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.

DORIS WILLIS WILMOT G. WILLIS

Owner's Name

Address

STATE OF CALIFORNIA,) ss
County of San Diego)

On this 30 day of April, A. D. Nineteen Hundred and 40, before me, Margaret M. Eidemiller a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Doris Willis & Wilmot G. Willis 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.

MARGARET M. EIDEMILLER

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

(SEAL)
My Commission Expires
May 6, 1942

RECORDED MAY 3 1940 5 Min. Past 9 A. M. In Book 1029 At Page 88 Of Official Records, San Diego Co., Cal. Recorded At Request of Grantee.

ROGER N. HOWE, County Recorder

I certify that I have correctly transcribed this document in above mentioned book.
By Deputy D. COLE
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 Wilmot G. Willis, et ux To City of San Diego, California. Being Document No. 320025.

FRED W. SICK

City Clerk of the City of San Diego, California.

By Helen M. Willis Deputy.

A G R E E M E N T

WHEREAS, COCA-COLA BOTTLING COMPANY OF SAN DIEGO, LTD. is the owner of that property described on the map of the City of San Diego as Lots 23 & 24 Block 42 Subdivision W. P. Herbert 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 April, 1940, by Coca-Cola Bottling Company of San Diego, Ltd. that it will, for and in consideration of the permission granted it to remove 20 feet of curbing on El Cajon Blvd. 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.

And it further agrees that this agreement shall be binding on it, 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.

COCA-COLA BOTTLING COMPANY OF SAN DIEGO, LTD.

by JOHN M. JONES Pres.

Owner's Name

3550 El Cajon Blvd., San Diego, California

Address

STATE OF CALIFORNIA,) ss
County of San Diego)

On this 30th day of April, A. D. Nineteen Hundred and Forty, before me, J. Gunsallus a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared John M. Jones known to me to be the person described in and whose name is above 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. GUNSALLUS

(SEAL)

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

My Commission Expires
June 15, 1940

RECORDED MAY 8 1940 38 Min. Past 11 A. M. In Book 1026 At Page 209 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 Curb Cutting Agreement from Coca-Cola Bottling Co. Ltd. of San Diego To City of San Diego, California. Being Document No. 320040.

FRED W. SICK

City Clerk of the City of San Diego, California.

By Helen M. Willis Deputy.

A G R E E M E N T

WHEREAS, LYLE R. STOCKTON are, is the owner of Lots 808-809 Block Subdivision Talmage Park Estates 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 2 day of May, 1940, by Lyle R. Stockton that He will, for and in consideration of the permission granted me to remove 16 feet of curbing on 48th street adjacent to the above described property, bind myself 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 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.

LYLE R. STOCKTON

Owner's Name

5249 Marlborough Dr

Address

STATE OF CALIFORNIA ,) ss
County of San Diego)

On this 2 day of May, A. D. Nineteen Hundred and 40, before me, Walter L. Kirby a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Lyle R. Stockton 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.

WALTER L. KIRBY

(SEAL)

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

My Commission Expires
April 4, 1943.

RECORDED MAY 8 1940 39 Min. Past 11 A. M. In Book 1026 At Page 208 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

I hereby approve the foregoing bond this 15th day of May, 1940.

H. B. DANIEL Asst. City Attorney.
F. A. RHODES City Manager

STATE OF CALIFORNIA)
City and County of) SS.
San Francisco)

On this 8th day of May, in the year nineteen hundred and Forty, 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) IRENE MURPHY
My Commission expires Notary Public in and for the City and County of San
Mar. 10 1942 Francisco, State of California

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 8 day of May, 1940, 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:

288 feet of 6" Class 250 Super deLavaud centrifual cast, B & S, cast iron pipe, 18'0" lengths; and

4,716 feet of 12" Class 250 Super deLavaud centrifual cast, B & S, cast iron pipe, 18'0" lengths,

All in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 319468.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

288' 6" Class 250 super deLavaud centrifugal cast iron pipe @ \$0.80 per ft.
4,716' 12" " " " " " " " " @ \$2.28 " "

The above price does not include the California State Sales Tax which amounts to \$329.48.

The above prices are based on shipping direct from contractor's foundry in the Birmingham District, Alabama, via rail and water. Contractor agrees to ship said pipe directly to the port of San Diego and not to move same through any other Pacific Coast port.

Said contractor agrees to complete said delivery on or before the 8 day of June, 1940.

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:

Eleven Thousand Three Hundred Twelve and 36/100 Dollars (\$11,312.36), including California State Sales Tax.

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. 71292 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 F. A. RHODES City Manager.

UNITED STATES PIPE & FOUNDRY COMPANY Contractor.

D B STOKES V P

I hereby approve the form of the foregoing contract, this 15 day of May, 1940.

D. L. AULT City Attorney.

By H. B. DANIEL Asst. City Attorney.

(SEAL) ATTEST:
H. A. HOOVER, Asst. Secty.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract United States Pipe & Foundry Co. for 6" and 12" Cast Iron Pipe. Being Document No. 320324.

FRED W. SICK

City Clerk of the City of San Diego, California.

By Helen M. Willey Deputy.

UNDERTAKING FOR STREET LIGHTING.
Kensington Manor 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 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 14th day of May, 1940.

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 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. 70723, adopted by the Council January 30, 1940, 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.

Total amount of premium charged \$5.00.

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,) ss.
COUNTY OF SAN DIEGO.)

On this 14th day of May, in the year nineteen hundred forty, 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.

I hereby approve the form of the foregoing Undertaking this 20th day of May, 1940.

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. 71298 passed and adopted on the 30th day of April, 1940, require and fix the sum of \$471.00 as the penal sum of the foregoing Undertaking.

FRED W. SICK

(SEAL) 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 21st day of May, 1940, 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 Hilddale 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;
HILDALE 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, 1940, to-wit, to and including April 30, 1941.

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 February 14, 1940, 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 (\$1,881.60) 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 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 Eight Hundred Eighty-one and 60/100 Dollars (\$1,881.60) 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 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 Eight Hundred Eighty-one and 60/100 Dollars (\$1,881.60).

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, 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.

THE CITY OF SAN DIEGO.

By P. J. BENGOUGH.

FRED W. SIMPSON

LOUIS F. WEGGENMAN

ADDISON E. HOUSH

HERBERT E. FISH

HARLEY E. KNOX

A. E. FLOWERS

Members of the Council.

(SEAL) ATTEST:

FRED W. SICK City Clerk

By A. M. WADSTROM, Deputy

I hereby approve the form of the foregoing Contract, this 20th day of May, 1940.

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 covering Kensington Manor Lighting District #1. Being Document No. 320330.

FRED W. SICK

City Clerk of the City of San Diego, California.

By Helen M. Willey Deputy.

KNOW ALL MEN BY THESE PRESENTS, That PACIFIC CLAY PRODUCTS, a corporation, as Principal and UNITED STATES FIDELITY AND GUARANTY 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 ONE THOUSAND THREE HUNDRED FORTY-ONE Dollars (\$1,341.00), 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 16th day of May 1940.

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:

868 feet of 36" vitrified, salt-glazed, bell and spigot clay 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:

M. D. PEAK

PACIFIC CLAY PRODUCTS

Principal.

C. T. WINTERSGILL

Vice President

UNITED STATES FIDELITY AND GUARANTY COMPANY, Surety.

BY D. W. COAKLEY Its Attorney in Fact.

(SEAL)

STATE OF CALIFORNIA) ss:
COUNTY OF Los Angeles)

On this 16th day of May in the year one thousand nine hundred and Forty, before me, AGNES L. WHYTE a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared D. W. COAKLEY, 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 D. W. COAKLEY 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 heretunto set my hand and affixed my official seal the day and year in this certificate first above written.

AGNES L. WHYTE

(SEAL)

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

My Commission Expires
Feb. 26, 1941

I hereby approve the form of the within Bond, this 20th day of May, 1940.

D. L. AULT

City Attorney.

By HARRY S. CLARK Deputy City Attorney.

I hereby approve the foregoing bond this 20th day of May, 1940.

F. A. RHODES

City Manager

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 16th day of May, 1940, 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 PACIFIC CLAY PRODUCTS, 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:

868 feet of 36" vitrified, salt-glazed, bell and spigot, clay pipe, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 319654.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

Five Thousand Three Hundred Sixty-four Dollars (\$5,364.00). Said price includes the California State Sales Tax.

Said contractor agrees to begin delivery of said material within Immediately days from and after the date of the execution of this contract, and to complete said delivery on or before the 15th day of August, 1940 or as fast as required on job.

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:

Five Thousand Three Hundred Sixty-four Dollars (\$5,364.00); 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 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. 71331 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 F. A. RHODES City Manager.
PACIFIC CLAY PRODUCTS Contractor.
C. T. WINTERSGILL Vice President

(SEAL) ATTEST.
M. D. PEAK

I hereby approve the form of the foregoing contract, this 20th day of May, 1940.

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 Pacific Clay Products for 868 ft. of 36" Sewer Pipe. Being Document No. 320443.

FRED W. SICK
City Clerk of the City of San Diego, California.

By Helen M. Willig Deputy.

KNOW ALL MEN BY THESE PRESENTS, That GLEN C. HOLBERT, an individual doing business as the ACME PIPE COMPANY, as Principal and AMERICAN SURETY CO 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 NINETY-ONE Dollars (\$391.00), 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 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 18 day of May, 1940.

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: 11,000 feet 2" standard weight black 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.

GLEN C. HOLBERT
an individual doing business as the ACME PIPE COMPANY,
Principal.

AMERICAN SURETY CO OF NEW YORK Surety.
By ROSCOE S. PORTER Attorney in fact.
(SEAL)

STATE OF CALIFORNIA,) ss
County of San Diego,)

On this 18th day of May, 1940, before me, Augusta Cosgrove a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Glen C. Holbert personally known to me to be the person whose name is subscribed to the within instrument, and he duly 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 County of San Diego, the day and year in this certificate first above written.
(SEAL) AUGUSTA COSGROVE

My Commission expires
January 20, 1941.

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

STATE OF CALIFORNIA,) ss
County of San Diego,)

On this 18th day of May, 1940, before me, Augusta Cosgrove a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Roscoe S. Porter known to me to be the person whose name is subscribed to the within Instrument, as the Attorney-in-Fact of and acknowledged to me that he subscribed the name of--thereto as principal and h--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 County of San Diego, the day and year in this certificate first above written.
(SEAL) AUGUSTA COSGROVE

My Commission expires
January 20, 1941

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

I hereby approve the form of the within Bond, this 21st day of May, 1940.

D. L. AULT City Attorney.

By H. B. DANIEL Asst. City Attorney.

I hereby approve the foregoing bond this 21 day of May, 1940.

F. A. RHODES City Manager

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 18 day of May, 1940, 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 GLEN C. HOLBERT, an individual doing business as the ACME 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 f.o.b. City Warehouse at 20th and B Streets or City Yard, Kettner and Vine Streets, San Diego, California, as designated by City:

11,000 feet 2" standard weight black pipe, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 319823.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

One Thousand Five Hundred Sixty-two and 25/100 Dollars (\$1562.25). Said price includes the California State Sales Tax.

Said contractor agrees to complete said delivery on or before the 22d day of June, 1940.

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 Five Hundred Sixty-two and 25/100 Dollars (\$1562.25), 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 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. 71379 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 F. A. RHODES City Manager.

GLEN C. HOLBERT

an individual doing business as the ACME PIPE COMPANY.
Contractor.

I hereby approve the form of the foregoing contract, this 22d day of May, 1940.

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 Acme Pipe Co. for 11000 ft. 2" Pipe. Being Document No. 320509.

FRED W. SICK

City Clerk of the City of San Diego, California.

By Helen M. Willig Deputy.

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY
WASHINGTON, D. C.

Api - 2125

The City of San Diego,
San Diego, California.
Gentlemen:

NOTICE OF RENEWAL

May 23 1940

You are advised that, under the terms of an option conferred upon this Department by the following instrument:

A lease, dated June 14, 1939, the terms and conditions of which provide for this notice and the leasing by you to the Government of a tract of land, containing 67.19 acres, as more particularly described in said lease, located in San Diego, California, for the period beginning July 1, 1939, and ending June 30, 1940, subject to renewal thereafter in accordance with the terms thereof, all of the conditions and provisions of the said instrument are hereby extended to cover the period beginning July 1, 1940, and ending with June 30, 1941, inclusive.

The considerations, acts, promises, agreements, and provisions to be executed and performed by each party to the above mentioned instrument, as originally provided therein, shall remain in full force and effect for the said extended period.

Very truly yours,
ARTHUR B. THATCHER

For the Secretary of Agriculture.

This renewal is conditioned upon the passage of an appropriation by Congress from which expenditures thereunder may be made and shall not obligate the United States upon failure of Congress so to appropriate.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Renewal of Lease by U. S. Department of Agriculture. Being Document No. 320550.

FRED W. SICK

City Clerk of the City of San Diego, California.

By Helen M. Willy Deputy.

A G R E E M E N T

WHEREAS, R. Cohn are, is the owner of San Diego, Calif. Lot E & F Block 74 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 4th day of May, 1940, by R. Cohn that I will, for and in consideration of the permission granted me to remove 18 feet of curbing on 9th Street 18 feet of curbing on G Street 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.

R. COHN = F.E.GRAF

Owner's Name

4204 St. James Place, San Diego, Cal.

Address (Jackson 1104)

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

On this 4th day of May, A.D. Nineteen Hundred and 40, before me, H.S. Bell a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared R. Cohn and F.E. Graf 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.

H.S. BELL

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

(SEAL)

My Commission Expires,
Jan. 30, 1944.

RECORDED MAY 17 1940 55 Min. past 9 A.M. In Book 1029 At Page 232 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.

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 R. Cohn to City of San Diego, California. Being Document No. 320141.

FRED W. SICK

City Clerk of the City of San Diego, California.

By Helen M. Willy Deputy.

A G R E E M E N T

WHEREAS, FRANK WOOLMAN, is the owner of No. 301 West "C" Street, Lots Eleven (11) and Twelve (12), Block One (1), Middletown, 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 May, 1940, by FRANK WOOLMAN, that he will, for an in consideration of the permission granted him to remove Eighteen (18) feet of curbing on "C" Street adjacent to the above described property, binding 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.

FRANK WOOLMAN
Owner
1st Natl. Trust & Savings Bk.
San Diego, Calif.
Address

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

On this 4th day of May, A.D. Nineteen Hundred and Forty, before me, Jessie Kanagy, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared FRANK 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 MAY 17 1940 55 Min. past 9 A.M. In Book 1030 At Page 264 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.
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 Frank Woolman to City of San Diego, California. Being Document No. 320201.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willig Deputy.

A G R E E M E N T

KNOW ALL MEN BY THESE PRESENTS, THAT, Whereas, Miriam Lindberg Lykins, Phebe Ann Lindberg, Rhoda Lindberg and Rachel Lindberg Miller, for and in consideration of the sum of Twenty-nine Hundred Dollars (\$2900.00) have executed and delivered to The City of San Diego, a municipal corporation, in the County of San Diego, State of California, a grant deed dated May 3rd, 1940, covering the following described property, excepting the structures thereon, situate in the City of San Diego, County of San Diego, State of California:

Those portions of Lots 16 and 17, Block 9, Estudillo and Capron's Addition, according to the Map thereof No. 650, filed in the Office of the County Recorder of said County of San Diego, particularly described as follows, to-wit:

Commencing at the northwesterly corner of Lot 17, Block 9, said Estudillo and Capron's Addition; thence North 89° 40' 00" East along the northerly line of said Lot 17 being also along the southerly line of Washington Street, formerly Monterey Avenue, a distance of 119.92 feet (Record: 120.00 feet) to the northeasterly corner of said Lot 17; thence South 0° 17' 30" East along the easterly line of said Lot 17, a distance of 24.68 feet to a point on a curve concaved northerly whose center bears North 8° 16' 36" West 3050.00 feet from said last described point; thence westerly along the arc of said curve a distance of 120.77 feet to a point on the westerly line of Lot 16, said Block 9 which bears South 0° 17' 30" East 38.99 feet from the point of commencement; thence North 0° 17' 30" West along the westerly line of said Lots 16 and 17, a distance of 38.99 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 to be prepared in the office of said Division of Highways; and

WHEREAS, certain structures now exist upon portions of said lands; and

WHEREAS, the Council of said City of San Diego passed and adopted Resolution No. 71310, dated April 30, 1940, authorizing the purchase of the real property hereinabove described, excepting the structures thereon, for a total consideration of Twenty-nine Hundred Dollars (\$2900.00);

NOW, THEREFORE, for the above consideration, said Miriam Lindberg Lykins, Phebe Ann Lindberg, Rhoda Lindberg and Rachel Lindberg Miller, hereby agree to remove or cause to be removed said structures and all improvements from said lands so conveyed to The City of San Diego, at their own expense, within ninety 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 said Miriam Lindberg Lykins, Phebe Ann Lindberg, Rhoda Lindberg and Rachel Lindberg Miller, to so remove said structures and/or improvements, or do any act necessary to cause the same to be immediately so removed from said lands, without any liability therefor sustained or suffered by said The City of San Diego or said Division of Highways.

That said consideration paid as aforesaid by The City of San Diego for said deed includes payment in full for the respective interests in the land conveyed, payment in full for all damages sustained by or on account of the severance of said lands from the larger parcel of which they were a part, including all damages to structures and improvements thereon; payment in full for all damages for or on account of the improvement of said lands or any part thereof as a public highway and payment in full for all damages of every kind and character sustained or to be sustained by the undersigned by reason of the granting of the lands hereinbefore described to said The City of San Diego and the removal of all fixtures and improvements therefrom.

Time shall be of the essence of this agreement.

This agreement shall bind the heirs, administrators, executors, successors and assigns of the undersigned.

IN WITNESS WHEREOF, said Miriam Lindberg Lykins, Phebe Ann Lindberg, Rhoda Lindberg and Rachel Lindberg Miller have hereunto set their hands this 4th day of May, 1940.

MIRIAM LINDBERG LYKINS
PHEBE ANN LINDBERG
RHODA LINDBERG
RACHEL LINDBERG MILLER

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

On this 4th day of May, 1940, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Miriam Lindberg Lykins, Phebe Ann Lindberg, Rhoda Lindberg and Rachel Lindberg Miller, known to me to be the persons whose names are subscribed to the within instrument and they duly acknowledged to me that they executed the same.

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

(SEAL)
My Commission Expires,
June 15, 1940.

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

RECORDED MAY 17 1940 55 Min. past 9 A.M. In Book 1029 At Page 230 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.

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 of Miriam Lindberg et al. Being Document No. 320208.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Wilbig Deputy.

AGREEMENT

WHEREAS, Elmer Hartman is the owner of Lots 25,26,27,28, Block 5, Subdivision Wilshire Place 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 May, 1940, by Elmer Hartman that I will, for and in consideration of the permission granted me to remove 115 feet of curbing on 42nd & El Cajon street adjacent to the above described property, bind myself to, and I 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 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, ___ 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.

ELMER H. HARTMAN
Owner's Name
3787 29th Street, San Diego, Calif.
Address

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

On this 10th day of May, A.D. Nineteen Hundred and forty, before me, L.B. Strait a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Elmer H. Hartman 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)

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

RECORDED MAY 17 1940 55 Min. past 9 A.M. In Book 1030 At Page 260 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.

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 Elmer Hartman to the City of San Diego, California. Being Document No. 320229.

FRED W. SICK
City Clerk of the City of San Diego, California.

By Helen M. Wilbig Deputy.

AGREEMENT

WHEREAS, Arthur B. Ridgeway is the owner of Lot 21 to 24, Inc. Block 327 Subdivision Choate Addition Map #156, 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 May, 1940, by ___ that I will, for and in consideration of the permission granted to me to remove 120 feet of curbing on Ocean View and 30th Sts. 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 myself, 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.

ARTHUR B. RIDGEWAY
Owner's Name
319 So. 30th St.
Address

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

On this 6th day of May, A.D. Nineteen Hundred and Forty, before me, Sarah L. Lipsey a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Arthur B. Ridgeway 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,
Sept. 11, 1943.

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

RECORDED MAY 22 1940 7 Min. past 9 A.M. In Book 1031 at Page 230 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
Curb Cutting Agreement from Arthur B. Ridgeway to the City of San Diego, California. Being
Document No. 320326.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willig Deputy.

A G R E E M E N T

WHEREAS, Edward H. Post is the owner of property Lot J and and the most southerly 15 feet of Lot K Block 46 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 May, 1940, by Edward H. Post that he will, for and in consideration of the permission granted him to remove 23 feet of curbing on 8th 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.

EDWARD H. POST
Owner's Name
725 Broadway, San Diego, Cal.
Address

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

On this 11th day of May, A.D. Nineteen Hundred and forty, before me, A.M. Gilbert a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Edward H. Post 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,
Feb. 21, 1943.

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

RECORDED MAY 22 1940 7 Min. past 9 A.M. In Book 1031 At Page 231 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
Curb Cutting Agreement from Edward H. Post to City of San Diego. Being Document No. 320343.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willig Deputy.

A G R E E M E N T

WHEREAS, Edward G. Stockton are, is the owner of Sly. 50 ft. of the Nly. 105 ft. Lots 9 & 10, Block D, Subdivision Starkey's Prospect Park (6823 Draper St. 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 14th day of May, 1940, by Edward G. Stockton that he will, for and in consideration of the permission granted him to remove 18'0" feet of curbing on Draper 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.

EDWARD G. STOCKTON
Owner's Name
6823 Draper St. La Jolla
Address

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

On this 14th day of May, A.D. Nineteen Hundred and forty, before me, Mildred C. B. Wells a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Edward G. Stockton 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.

MILDRED C. B. WELLS
Notary Public in and for the County of San Diego,
State of California.

(SEAL)
My Commission Expires,
March 20, 1941.

RECORDED May 22 1940 7 Min. past 9 A.M. In Book 1022 At Page 423 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 Edward G. Stockton to City of San Diego, California. Being Document No. 320344.

FRED W. SICK
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 Star and Crescent Oil Company is the owner of 1265 Sixth Avenue, San Diego, California, Lots A & B Block 8 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 16th day of May, 1940, by Star and Crescent Oil Company that they will, for and in consideration of the permission granted them, to remove 20 feet of curbing on Sixth 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 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.

O. J. HALL
Owner's Name
New California Building
Address

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

On this 15th day of May, A.D. Nineteen Hundred and Forty, before me, E. Nicholson, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared O. J. Hall 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. NICHOLSON
Notary Public in and for the County of San Diego,
State of California.

(SEAL)

RECORDED MAY 22 1940 7 Min. past 9 A.M. In Book 1022 At Page 425 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 Star & Crescent Oil Co. to City of San Diego, Being Document No. 320348.

FRED W. SICK
City Clerk of the City of San Diego, California.

By Helen M. Willey Deputy.

A G R E E M E N T

WHEREAS, Ethel R. Gholson is the owner of the westerly 90 feet of Lots 15,16,17 & 18, Block 5, Subdivision Crittenden's Addition and,

WHEREAS, the provisions of Ordinance No. 12097 of the ordinances of the City of San Diego prohibit the erection of the buildings or structures on said property to the front property line on Sixth Street; and,

WHEREAS, the undersigned has heretofore applied to the Council of the City of San Diego for a special permit to remodel a service station 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. 71427 suspended the provisions of said ordinance with respect to said property and has granted permission to the undersigned to remodel a service station to the front property line on the condition and for and in consideration that the undersigned will after 5 years from date, when requested by the City of San Diego, move said service station 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 ____ day of ____, 19__, by Ethel R. Gholson that she will, for and in consideration of the permission granted her to remodel a service station on the above described property to the front property line, bind herself, to, and does hereby by these presents agree, to move any service station 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. 12097 on file in the office of the City Clerk of said City, and at such time as the City of San Diego directs her to move said service station to the line designated; that she will move said service station 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.

ETHEL R. GHOLSON
Owner's Name
4096 1st Ave.
Address

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

On this 15th day of May, A.D. Nineteen Hundred and forty, before me, Clark M. Foote, Jr. a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Ethel R. Gholson 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 of San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

CLARK M. FOOTE, JR
Notary Public in and for the County of San Diego,
State of California.

(SEAL)

RECORDED MAY 23 1940 55 Min. past 3 P.M. In Book 1023 At Page 360 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.

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 Agreement with Owner - Ethel R. Gholson - Being Document No. 320488.

FRED W. SICK

City Clerk of the City of San Diego, California.

By Helen M. Willis 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 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 EIGHTY-EIGHT DOLLARS (\$588.00), 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 May, 1940.

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 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 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:

C. C. MAY, Assistant Secretary

Total amount of premium charged, \$5.88

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 22nd day of May, in the year nineteen hundred forty, 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 May, 1940.

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. 71382 passed and adopted on the 14th day of May, 1940, require and fix the sum of \$588.00 as the penal sum of the foregoing Undertaking.

(SEAL)

FRED W. SICK
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 28th day of May, 1940, 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 tracts 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, 1940, to-wit: to and including May 14, 1941.

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 February 28, 1940, 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 Fifty-two Dollars (\$2,352.00) 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."

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 Fifty-two dollars (\$2,352.00) 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 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 Fifty-two Dollars (\$2,352.00).

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:
C.C. MAY, Assistant Secretary.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
By A.E. HOLLOWAY, Vice Pres.

(SEAL) ATTEST:
FRED W. SICK, City Clerk
By AUGUST M. WADSTROM, Deputy.

THE CITY OF SAN DIEGO
BY FRED W. SIMPSON
L.F. WEGGENMAN
ADDISON E. HOUSH
HERBERT E. FISH
P.J. BENBOUGH
HARLEY E. KNOX
A.E. FLOWERS
Members of the Council.

I hereby approve the form of the foregoing Contract, this 23rd day of May, 1940.

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 covering Mission Beach Lighting District #1. Being Document No. 320512.

FRED W. SICK

City Clerk of the City of San Diego, Calif.

By Helen M. Wilby Deputy.

CONCESSION AGREEMENT
(Monthly Compensation)

THIS CONCESSION AGREEMENT, made and entered into this 28th day of May, 1940, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated the City, and GEORGE FRIEGE, hereinafter designated the Licensee, WITNESSETH:

THAT WHEREAS, the Licensee is desirous of obtaining a license or permit to use a portion of the premises in Mission Beach Amusement Center (hereinafter called the "Amusement Center" or "Center"), at Mission Beach, in said City, for the operation of a concession hereinafter described:

NOW, THEREFORE, WITNESSETH: The City does hereby let to the Licensee, and the Licensee does hereby take and accept from the City, for the period beginning on the 29th day of May, 1940, and ending on the 1st day of October, 1942, the concession and license to use and operate:

A Skooter Ride in said Amusement Center; (This is sometimes known as a "Dodgem Ride.") in the space designated as Concession Number _____, within said Center, more particularly described as the space immediately south of the Bath-house in said Center (where said Skooter Ride is now under construction); subject to the following terms and conditions:

1. The Licensee assumes and agrees to pay as compensation for the license and for the privilege of maintaining and operating said concession or business within said Amusement Center, at the place above designated, and for the term aforesaid, the sum of \$175.00 for each amusement year or season for the years 1940, 1941 and 1942, payable each year as follows: \$43.75 on or before the 15th day of May of each year of said concession; the balance at and upon the following dates of each year, and in the sums as follows, to-wit: \$11.34 on Monday of each week beginning on the first Monday of June of each year and continuing until such weekly payments have totaled the said sum of \$175.00 for each of the amusement seasons of 1940, 1941 and 1942, or until the total sum of \$525.00 has been paid.

As a further and additional compensation for the privilege of maintaining and operating said concession or business within said Amusement Center at the place above designated, and for the term aforesaid, I agree to pay to the said City of San Diego fifteen per cent (15%) on all gross receipts or revenues derived from the operation of said concession beyond and in excess of the sum of \$1750.00. Such gross percentages shall and must be paid on Monday of each week for the week next preceding such payment during each of the amusement seasons for the said years 1940, 1941 and 1942.

2. In addition to the license fee above mentioned, the Licensee shall pay for all electric light, power, gas and water used and consumed upon and in connection with the privilege or device, or in connection with the concession, and the Licensee shall use only electricity for motive power and illumination of the premises, buildings or spaces included in this concession, and use all electric light and power in strict accordance with the plans and designs designated and approved by the City. The City is not responsible for the installation of water supply or sewer or drain pipes or fixtures other than bringing the same to the space provided for, previous to the granting of this concession.

3. In the event the Licensee neglects to pay any charges upon presentation of bills therefor, then said charges shall be added to and become a part of the concession fee and shall be due and payable upon the next installment of such concession fee as herein provided and shall become a part of such. Upon neglect or refusal to pay the same, the City shall have the right at its option to terminate this concession without further notice to the Licensee.

4. The Licensee agrees to install, equip, maintain and operate the aforesaid concession at the Licensee's own cost and expense, unless otherwise stated herein, and shall conduct the same for no other purpose than herein stated, and the Licensee agrees to maintain and operate the business or amusement devices provided for in this concession in a manner at all times satisfactory to and in conformance with the ordinances of the City.

5. As a part of the consideration for the granting of this concession, the Licensee agrees that upon default in the payment of said concession fee, or any installment thereof, the City may at its option forthwith enter said premises and operate said concession as agent of said Licensee, retaining any and all income derived from the operation of said concession; applying the income thereof, first, to the cost of operating and maintaining said concession, and, second, to the payment of said concession fee or any installment thereof then due or thereafter to become due.

6. It is expressly understood and agreed by and between the parties hereto that the continued and uninterrupted operation of the concession and its appurtenances during the term of this concession is essential and necessary for the proper operation of the Center, and if for any reason such concession and/or its appurtenances become inoperative, the City may at its option as agent of the Licensee enter upon such concession and its appurtenances and operate the same, making such repairs as are necessary and deduct the cost of such operation and repairs from any and all receipts due the Licensee.

7. The Licensee agrees to refer all disputes to the City and abide by its decision, and at the request of the City, and without the making of any specific charges, to forthwith discharge any employee.

8. The Licensee shall procure at its own cost and expense all permits or licenses necessary for the legal operation of this concession.

9. It is expressly understood and agreed that no park, parcel, building, structure, equipment or space is leased to the Licensee; that the Licensee is a licensee and not a lessee; that the Licensee's right to occupy the same and to operate the concession hereby granted shall continue only so long as each and all the undertakings, provisions, covenants, agreements, stipulations and conditions in this concession contained on the Licensee's part to be performed are strictly and promptly complied with.

10. The Licensee shall not sell, mortgage, sublet, assign or parcel out the concession hereby granted, or any interest therein, nor allow or permit any other person or party to use or occupy any part of the premises, buildings or spaces covered by this concession for any purpose whatsoever without first obtaining the written consent of the City, nor shall this concession be transferred by operation of law, it being the purpose and spirit of this instrument to grant this concession and privilege personally and solely to the Licensee herein named.

11. The Licensee shall operate this concession in its entirety during such time, and only during such time, as the Center shall be open to the public, unless prevented from so doing as herein provided.

12. The Licensee shall supply and have ready for sale all vendible articles included in this concession, in sufficient quantity to satisfy the demands of the patrons of the Center at all times, and the Licensees hereby warrants that all articles and things sold or offered for sale by the Licensee, directly or through the Licensee's agents and servants, will be as represented both as to kind and quality.

13. The Licensee covenants and agrees not to advertise in any manner or form, in or about the premises, buildings or spaces licensed to it, or elsewhere, or in any newspaper or otherwise, except by means of such signs or forms of advertising as shall be approved by the City. The Licensee shall not employ or use any persons known as "hawkers," "spielers," "criers," or other noise makers or means of attracting attention to the Licensee's business not approved by the City, or to the extent of creating a nuisance; or permit any intoxicated person to act as its employee, or permit any intoxicated person to remain within or upon said concession space, or carry on within or upon said concession space any other business than above described, or interfere with any other licensee of the City or any employee of any other licensee.

14. The Licensee shall not use, nor suffer or permit any person to use in any manner whatsoever, the said premises, or any part thereof, or any building thereon, for any illegal, immoral or bawdy purposes or for any purpose in violation of any Federal, State or Municipal law, ordinance, rule, order or regulation, or of any ordinance, rule or regulation of the City now in effect or hereafter enacted or adopted, and will protect, indemnify and forever save and keep harmless The City of San Diego and the individual members thereof, and its agents, from and against any damage, penalty, fine, judgment, expense or charge suffered, imposed, assessed or incurred for any violation or breach of any law, ordinance, rule, order or regular occasioned by any act, neglect or omission of the Licensee, or any employee, person, or occupant for the time being of said premises; and in the event of any violation, or in case the City or its representatives shall deem any conduct on the part of the Licensee, or of any person or occupant for the time being of the premises, or the said concession or the operation thereof, to be objectionable or improper, the City shall have the right and power and is hereby authorized by the Licensee so to do, to at once declare this concession terminated without previous notice to the Licensee.

15. The Licensee shall within two weeks after the termination of this concession remove from the Center all its personal property, goods, chattels and effects, and on failure so to do, the Licensee hereby authorizes the City as its agent to consider said property, goods, chattels and effects to be abandoned by said Licensee and authorizes the said City to dispose of the said property in any manner whatsoever without incurring any liability therefor.

16. The Licensee agrees that no representation as to the condition of the premises has been made by said City, and that the Licensee has made a thorough inspection of said premises, and relies wholly on said inspection, and agrees to accept them in the condition existing on the date hereof. The Licensee further agrees to keep the premises in good repair and safe condition at its cost and expense, and at the expiration or other termination of this concession, to return them to the City in as good condition as when received, reasonable wear and tear and damages by the elements excepted.

17. All repairs, improvements, alterations, installations and construction shall be subject to approval by and satisfactory to the City, and all improvements to the premises shall revert to the City at the termination hereof.

18. The Licensee shall furnish, install and maintain one fire extinguisher, of an approved type, of the capacity of 2- $\frac{1}{2}$ gallons for each 1000 square feet of floor space or fraction thereof, licensed hereunder, and maintain all fire extinguishers, apparatus, and appliances upon said premises, at all times, in good order and ready for immediate use, and shall instruct all its employees in the proper use of such apparatus and appliances, so that they are prepared to use the same properly.

19. The Licensee agrees that should any building or structure upon the premises included in this concession be damaged by fire or any other causes whatsoever, so as to prevent the operation of this concession to the satisfaction of the City, then the City at its option may on notice in writing to the Licensee cancel and terminate this agreement and all rights and privileges hereunder shall cease. If, however, such building or structure be damaged in any way whatsoever by reason of any act or omission of the Licensee or its employees, then the concession shall continue in full force and effect, and the Licensee shall repair at its own cost and expense the building or structure so damaged. Upon the failure of the Licensee to make such repairs, the City may as agent of the Licensee repair such damage at the cost and expense of said Licensee.

20. The Licensee shall not use or permit the storage of any illuminating oils, candles, oil lamps, turpentine, benzine, naphtha or other similar substances or explosives of any kind, or any substance or thing prohibited in the standard policies of fire insurance companies in the State of California.

21. The Licensee shall at all times maintain the premises covered by this concession in a perfectly clean and sanitary condition, and shall cleanse, fumigate, disinfect and deodorize the same whenever directed to do so by the City.

22. The Licensee hereby expressly waives any and all claims for compensation for any and all loss or damage sustained by reason of any defect, deficiency or impairment of the electrical apparatus or wires furnished for the premises hereby granted, or by reason of any loss or impairment of light or current which may occur from time to time from any cause, or for any loss or damage sustained by the Licensee resulting from fire, water, tornado, civil commotion or riots; and the Licensee hereby expressly waives all rights, claims and demands, and forever releases and discharges the said City and its officers and agents from any and all demands, claims, actions and causes of action arising from any of the causes aforesaid or in any manner whatsoever.

23. The Licensee hereby expressly waives any and all claims for compensation for any and all loss or damage sustained by reason of any interference by any public agency or official, in the operation of this concession; any such interference shall not relieve the Licensee from any obligations hereunder.

24. The Licensee assumes all risk in the operation of this concession and shall be solely responsible and answerable in damages for all accidents or injuries to person or property, and hereby covenants and agrees to indemnify and hold harmless the City from the violation of any law, ordinance, rule or regulation affecting or relating to the operation of this concession and from any and all claims, suits, losses, damage or injury to person or property of whatsoever kind and nature whether direct or indirect, arising out of the operation of this concession or the carelessness, negligence, or improper conduct of the Licensee, or any occupant, servant, agent or employee; and shall reimburse the City and/or its officers and agents and/or the City for all expenses, costs or judgments arising therefrom.

25. The Licensee shall at its own cost and expense take out and maintain such insurance for the term of this concession as will protect it from claims under the Workmen's Compensation Acts; and shall also take out such public liability insurance as will protect the Licensee and the City from any claims for damages for personal injuries, including death, which may arise from operations under this concession. Such insurance shall be with companies permitted to do business in the State of California, and all policies shall be delivered to the City prior to the Licensee's entry into possession of said premises and shall be subject to the approval of the City as to surety, adequacy and form of protection. All liability policies shall provide limits of Ten Thousand (10,000) Dollars for one person and Fifteen Thousand (15,000) Dollars for more than one person injured or killed in any one accident and shall have endorsed thereon the City's approved form of "Save Harmless" clause. Upon the failure of the Licensee to furnish and deliver such insurance as above provided, this concession may at the election of the City be forthwith declared terminated and any and all payments made by the Licensee on account of the concession shall thereupon be retained by the City as liquidated damages because of the Licensee being prevented from negotiating this concession.

26. The Licensee herein hereby sells, assigns, transfers and sets over to the City all of its right, title and interest in and to the property installed, or to be installed, on the premises herein granted, as security for the faithful performance of all the terms and conditions of this concession agreement, and for the payment of the compensation to be made to the City by the Licensee as hereinabove provided.

27. The City shall have a lien on all personal property of the Licensee which may be on the premises, with the right to take possession of and retain the same until all payments herein provided for are made. No personal property of the Licensee may be removed from said Center except by written permission of the City. In the event the payments provided for in this agreement are not made, then the City may enforce its lien in the same manner as provided by the laws of the State of California. The Licensee, however, will be held liable for any deficiency remaining between the proceeds realized upon the sale of said property and the amount due the City on account of this agreement.

28. Nothing herein contained shall create or be construed as creating a co-partnership between the City and the Licensee or to constitute the Licensee an agent of the City.

29. All notices and orders given to the Licensee may be served by mailing the same to the Licensee at the address hereinafter set forth, or by leaving a copy thereof at the place of business of the Licensee in the Center with any person then in charge of the same.

30. It is understood and agreed that compliance with the above covenants and conditions is a special consideration and inducement for the granting of this concession.

31. If at any time during the term of this concession any petition in bankruptcy shall be filed by or against the Licensee, or the Licensee shall be adjudicated a bankrupt, or a receiver shall be appointed by any court of competent jurisdiction to take possession of the property of the Licensee, or if the Licensee shall make any assignment for the benefit of creditors, then this concession shall immediately cease, terminate and expire, and the City shall have the right to forthwith, by force or otherwise, re-enter the premises and the same to have, re-possess and enjoy without any liability for damages, anything in this concession to the contrary notwithstanding.

32. Anything hereinbefore to the contrary notwithstanding, it is expressly understood and agreed that upon the breach by the Licensee, or by any person or occupant of the premises, for the time being, of any of the terms, covenants or conditions of this concession, the City shall have the right to enter the premises either by force or otherwise and take full possession thereof, and close the premises for such times as it may deem proper, or at the City's option, without previous notice to the Licensee, cancel and terminate this concession and privilege and remove therefrom the property and effects of the Licensee, and with or without legal process expel, oust and remove all parties who may be upon or occupy any part of the premises, and all goods and chattels that may be thereon or therein contained, without being liable to prosecution, damage, or damages, therefor, or for any damage or damages to, or loss of goods or chattels belonging to any party upon or occupying said premises, or any part thereof, from any cause whatsoever by reason of such removal or ousting, and the Licensee expressly waives any and all claims for damages and loss, against the City, its officers and agents, for or on account of any act done or caused to be done in exercising this right.

33. It is expressly understood and agreed by and between the parties hereto that the City, and its officers and agents are acting in a representative capacity and not for their own benefit, and that neither the Licensee nor any occupant shall have any claim against them, or either of them, as individuals in any event whatsoever.

IN WITNESS WHEREOF, the City of San Diego has caused this agreement to be executed by its City Manager, acting under and pursuant to a resolution authorizing such execution, and the said Licensee has hereunto subscribed his name the day and year first hereinabove written.

THE CITY OF SAN DIEGO
By F.A. RHODES, City Manager

GEORGE FREIGE, Licensee

I hereby approve the form of the foregoing agreement this 2d day of March, 1940.
(Signed) D.L. AULT, City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Concession Agreement with George Friege at Mission Beach Amusement Center. Being Document No. 320645.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willy Deputy.

A G R E E M E N T

WHEREAS, PAUL O. PURDUE, are, is the owner of Por. of P.L. 239, between Riley St. and Gaines St. facing on Midway Drive 281.41 ft. 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 24 day of May, 1940, by Paul O. Purdue, that he will, for and in consideration of the permission granted him to remove 168 feet of curbing on Midway Drive 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.

_____ 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.

PAUL O. PURDUE
Owner's Name
3135 Midway Drive
Address

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

On this 24 day of May, A.D. Nineteen Hundred and 1940, before me, Frank F. Faust a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Paul O. Purdue, 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)

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

RECORDED MAY 29 1940 40 Min. past 10 A.M. In Book 1038 At Page 26 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 Paul O. Purdue to City of San Diego. Being Document No. 320533.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Wilby Deputy.

LEASE AND OPTION TO PURCHASE

THIS AGREEMENT made and entered into this 14th day of November, 1939, by and between THE CITY OF SAN DIEGO, a Municipal Corporation, of and in the State of California, First Party, and MRS. E. LESLIE PICKERING, in her individual capacity, and the same E. LESLIE PICKERING, as Administratrix of the Estate of Ernest Pickering, deceased, Second Party;

WHEREAS, there is located in the City of San Diego, County of San Diego, State of California, certain real and personal property known as "Mission Beach Amusement Center", and which area of land was on or about June 1, 1935, owned by and under the supervision of the State of California acting by and through the State Park Commission of California, and

WHEREAS, the said area of land is subject to a Concession Agreement covering a period of ten (10) years, from and after June 1, 1935, which Concession Agreement was made and entered into on said first day of June, 1935, by and between the State Park Commission of California as owner and Ernest Pickering, now deceased, as operator, to which Concession Agreement reference is hereby made for further and fuller particulars, and

WHEREAS, the ownership of and to said "Mission Beach Amusement Center" has passed from the State of California to the City of San Diego, subject, however, to the provisions of said Concession Agreement, and

WHEREAS, the said Ernest Pickering died in San Diego, California, on or about August 1, 1938, and

WHEREAS, the said E. Leslie Pickering, in her individual capacity, and as Administratrix of the Estate of Ernest Pickering, deceased, has operated said "Mission Beach Amusement Center" from and after the death of the said Ernest Pickering to the present time and has executed certain Concession Agreements or sub-leases for the operation and conduct of said Concessions in said Amusement Center, and

WHEREAS, one amusement item called "The Frolic" was purchased on contract and there remains a balance due to the seller of approximately Three Hundred Dollars (\$300.00), and one amusement item called "Skillo" was purchased on contract on which there is a balance due the seller of approximately Eight Hundred Dollars (\$800.00), and

WHEREAS, Mrs. E. Leslie Pickering, in her individual capacity, and as Administratrix of the Estate of Ernest Pickering, deceased, is desirous of leasing to the City of San Diego said Mission Beach Amusement Center, together with certain personal property thereon located purchased by the said Ernest Pickering during his lifetime and/or by the said Mrs. E. Leslie Pickering, for the sum of Two Thousand Five Hundred Dollars (\$2,500.00), for the period from the date hereof up to and including June 30, 1940, said Two Thousand Five Hundred Dollars (\$2,500.00) to be paid upon the execution of this instrument, and

WHEREAS, the City of San Diego acting by and through its regularly constituted officers, believes it to be to the advantage of the City of San Diego and for the best interests of the said City of San Diego, to lease the said premises, with the property located thereon, for the figure hereinbefore stated, and to acquire the option to purchase said property at the price hereafter stated, on or before July 31, 1940; and

WHEREAS, Mrs. E. Leslie Pickering in her individual capacity, and as administratrix of the Estate of Ernest Pickering, deceased, is desirous of giving to the City of San Diego an option to purchase all of her right, title and interest, together with all of the right, title and interest of the estate of Ernest Pickering, deceased, in and to said Mission Beach Amusement Center, by reason of the provisions of that certain concession agreement hereinbefore referred to, together with said personal property thereon located, purchased by the said Ernest Pickering during his lifetime, and/or by the said Mrs. E. Leslie Pickering, for the sum of Ten Thousand Dollars (\$10,000.00), said option to purchase, however, to expire on July 31, 1940.

NOW, THEREFORE, THIS AGREEMENT, WITNESSETH:

1. E. Leslie Pickering, in her individual capacity, and E. Leslie Pickering, as Administratrix of the Estate of Ernest Pickering, deceased, hereby leases to the said City of San Diego said property known as "Mission Beach Amusement Center", with the right of the City of San Diego to take immediate possession of said premises and of all property located thereon, except as herein provided, upon the signing of this agreement and the approval of this agreement by the Superior Court of the State of California, in and for the County of San Diego, having jurisdiction and supervision over the administration of the Estate of Ernest Pickering, deceased, and upon the receipt of the sum of Two Thousand Five Hundred Dollars (\$2,500.00), to be paid for the use of said premises until June 30, 1940, as herein provided. Changes approved E.L.P.

2. The City of San Diego hereby leases from the said E. Leslie Pickering, in her individual capacity and as administratrix of the said estate, the said property known as "Mission Beach Amusement Center", with the personal property located thereon except as herein provided, from and after the signing of this agreement and its approval by the Superior Court of the State of California, in and for the County of San Diego, by the department of said Court having jurisdiction and supervision over the administration of the Estate of Ernest Pickering, deceased, and agrees to pay to the said E. Leslie Pickering, in her individual capacity and as such administratrix, the sum of Twenty Five Hundred Dollars (\$2500.00) for the right to the use and possession of said property, until June 30, 1940.

3. The said E. Leslie Pickering, in her individual capacity, and as administratrix of the Estate of Ernest Pickering, deceased, hereby gives to the said City of San Diego the exclusive option to purchase said property on or before July 31, 1940, upon the payment of the additional sum of Ten Thousand Dollars (\$10,000.00), and the said City of San Diego accepts said option to purchase said property and agrees that it will on or before July 31, 1940, exercise said option to purchase and pay the said E. Leslie Pickering and the successors in interest of the estate of said Ernest Pickering, deceased, a further and additional sum of Ten Thousand Dollars (\$10,000.00).

4. The said City of San Diego agrees that in the event it does not exercise its right to purchase said property on or before July 31, 1940, that it will, on said date, deliver to the said E. Leslie Pickering, and the successors in interest of the Estate of Ernest Pickering, deceased, the said property in as good condition as when received by the said City of San Diego under and by reason of the provisions of this agreement, and will permit the said E. Leslie Pickering and the successors in interest of the Estate of Ernest Pickering, deceased, to occupy said property and enjoy the use thereof until the termination of the Concession Agreement made and entered into June 1, 1935, by and between the said State Park Commission of California, as owner, and Ernest Pickering

as operator, and under the conditions and terms of said Concession Agreement.

5. The City of San Diego acknowledges that there are pending at the present time Con-
cession Agreements or sub-leases between E. Leslie Pickering, in her individual capacity, and as
Administratrix of the Estate of Ernest Pickering, concerning certain concessions now located at
said "Mission Beach Amusement Center", with the following named individuals: Agnes Peters, Fred
Charlesworth, George Freige, Tom LaMarr, and that said concessionaires will cancel their existing
agreements with the said Pickering interest and will negotiate new leases or agreements with the
said City of San Diego; that there shall be no liability on the part of said E. Leslie Pickering,
in her individual capacity or in her capacity as administratrix of the estate of Ernest Pickering,
deceased, on this account.

6. The City of San Diego recognizes that one amusement item called The Frolic was pur-
chased on contract by the Pickering interests and there remains a balance due to the seller of ap-
proximately Three Hundred Dollars (\$300.00). and an item of amusement called "Skillo", purchased
on contract on which there is a balance due of approximately Eight Hundred Dollars (\$800.00); that
said City of San Diego agrees that it will permit the vendors of said two amusement items to re-
move the same from said amusement center unless the said City of San Diego should desire to pay
the balance due on said contracts affecting said amusement items.

7. E. Leslie Pickering, individually and as Administratrix of the Estate of Ernest
Pickering, Deceased, agrees that the purchase price to be paid as above set forth includes the
merry-go-round now located on said amusement premises, together with all other personal property
not here specifically mentioned, which was the property of either the said E. Leslie Pickering or
of the said Ernest Pickering, other than clothing and personal effects, and such furniture as the
said E. Leslie Pickering might have in her living quarters.

WITNESS the hands of the parties hereto, the day and year first hereinabove written.

THE CITY OF SAN DIEGO, a Municipal
Corporation
By F.A.RHODES, City Manager
First Party

(SEAL) ATTEST:
FRED W. SICK, City Clerk

E. LESLIE PICKERING
E. LESLIE PICKERING (Signed)
(Individually)

E. LESLIE PICKERING
E. LESLIE PICKERING, ADMX (Signed)
As Administratrix of the Estate of
Ernest Pickering, Deceased.
Second Party

Approved as to form: Nov. 20th, 1939. D. L. AULT, City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Lease & Option to Purchase personal property in Mission Beach Amusement Center from E. Leslie
Pickering. Being Document No. 320614.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willey Deputy.

CIVIL AERONAUTICS AUTHORITY
Sixth Region
1508 - 4th Street
Santa Monica - California

June 1, 1940.

City of San Diego
San Diego, California
Gentlemen:

Site 1 SD-LA Airway

By virtue of the powers vested by law in the Civil Aeronautics Authority and in the Administrator,
and in accordance with the terms of the lease executed by you on October 31, 1932, bearing United
States Government Contract No. CAA6-574, under which the United States is authorized to occupy pro-
perty in the County of San Diego, State of California, for the maintenance of Air Navigation Facil-
ities, 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, 1940, and ending June 30, 1941.
This renewal is contingent upon the Congress of the United States making the necessary appropria-
tion to cover such expense during the fiscal year 1941.

Very truly yours,
For the Regional Manager
H.T.Bean (Signed)
H.T.Bean
Superintendent of Airways

Annual Rental \$1.00
Area: 0.23 Acres
Address: Beacon Site 1 on the San Diego-Los Angeles Airway.
This airway navigation facility is located in the County and State as shown above.
LMC:PV
C:C: C.A.O.
Procurement
Authority
File

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Renewal of Lease with Civil Aeronautics Authority covering Site 1 SD-LA Airway. Being Document
No. 320649.

FRED W. SICK
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 in the City of San Diego, County of San Diego,
State of California, this 29th day of May, 1940, 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 park, as well as an automobile parking concession in the immediate vicinity of said Stadium; and

WHEREAS, said City is willing upon the terms and conditions hereinafter recited to grant to second party such privileges and concessions;

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, and 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, non-alcoholic beverages, souvenirs, programs and such other articles of merchandise as are commonly or usually sold in amusement parks and recreational centers; and likewise grants to second party the automobile parking concession at said Stadium, covering the following area, to-wit:

That area between the north Stadium wall and the High School practice field, the triangle north of the Children's Home bounded by Sixteenth Street and Eighteenth Street Extension, and the triangle north of the High School practice field bounded by the magnolia grove and Eighteenth Street Extension.

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; and that the charge to the public for automobile parking in said concession area shall be fifteen cents (\$0.15) for each automobile. 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 concessions hereby granted, and in lieu of a specific sum of money to be paid monthly or otherwise therefor, the second party agrees to pay to the City for said concessions, in the manner and form and at the times hereinafter provided, the following percentages:

(a) For all sales made by second party, fifteen per cent (15%) of the gross amount thereof.

(b) For sale of programs by second party, five per cent (5%) of the gross amount thereof.

(c) For the automobile parking concession, thirty per cent (30%) of the gross receipts thereof.

It is further agreed between the parties hereto that whenever the promoters, who may use the Stadium, publish their own programs or souvenirs, that second party may make any agreement with said promoters for the sale thereof, at a percentage agreed upon between them; but that in any event the City shall receive the percentages of the gross amounts received from the sale thereof as hereinbefore set out.

Second party further agrees that he will keep at all times a true and accurate record of all sales, as well as all money received, under or by virtue of the concessions herein granted. At the close of business each day said record shall be checked by the Director of Recreation, or by some person by him duly authorized so to do; and upon the completion thereof, second party shall turn over to said Director of Recreation or his duly authorized agent, an amount of money equal to the percentages above set forth, upon which said Director of Recreation or his said agent will give second party a receipt for the same; said receipt shall show the total of all money received from sales or otherwise, together with the percentages thereof 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/damage to property might be in any manner attributable to the second party's occupancy thereof, 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 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 One Thousand Dollars (\$1,000.00), 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.

Second party further agrees to save the City harmless from any and all claims by third parties by reason of, and/or arising out of, the automobile parking concession hereby granted; and will furnish an indemnifying bond, subject to the approval of the City, in the sum of One Thousand Dollars (\$1,000.00), conditioned upon the faithful performance of the obligation set forth in this paragraph.

This agreement, with the privileges and concessions hereunder granted, shall be for a duration from the date hereof to September 20, 1943; provided, however, that the same may be canceled and terminated by either party upon giving to the other thirty (30) days notice in writing of intention so to do. Nothing in this agreement, however, shall be construed as requiring the City to give thirty (30) 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.

IN WITNESS WHEREOF, The City of San Diego, acting by and through its City Manager, and party of the second part have executed this agreement the day and year first hereinabove written.

THE CITY OF SAN DIEGO, First Party
By F.A. RHODES, City Manager

NATE BARNET (Signed)
NATE BARNET, Concessionaire, Second Party.

I HEREBY APPROVE the form of the foregoing Agreement this 29th day of May, 1940.

D.L. AULT, City Attorney
By JAMES J. BRECKENRIDGE

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Nate Barnet for Parking Concession at Municipal Stadium. Being Document No. 320712.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Wallis Deputy.

AGREEMENT FOR PARTIAL USE AND OCCUPANCY OF CITY STADIUM

THIS AGREEMENT, entered into this 29th day of May, 1940, by and between THE CITY OF SAN DIEGO, a municipal corporation in the State of California, party of the first part, hereinafter sometimes referred to as the "City", acting by and through the City Manager thereof, and FRANK J. GUTHRIE and TOM H. HAYNES, residents of the City of San Diego, parties of the second part, WITNESSETH:

That party of the first part, upon the terms and conditions, for the purposes, at the time and for the consideration hereinafter expressed, does hereby grant to parties of the second part the right to use and occupy the track at the Municipal Stadium, in the City of San Diego, together with the right to the use of such stadium, with the exception of turf and football field. Parties of the second part shall also have the use of all ticket offices and two locker rooms.

1. The period for which said right is given shall begin on the 30th day of May, 1940, and continue until the 31st day of October, 1940; provided, however, that the parties of the second part shall have the right to extension of such period for successive months until December 31st, 1940, by giving notice in writing to the party of the first part of its election so to do on or before the 25th day of the preceding month.

2. The uses and purposes for which said above described premises are to be used by parties of the second part shall be confined exclusively to the conducting of midget auto, motorcycle and bicycle races, it being understood and agreed that said parties of the second part shall have the exclusive right during the period of this agreement to conduct midget auto, motorcycle and/or bicycle races in said stadium.

It is specifically understood and agreed that no privileges for the sale of refreshments, including candy, confectionery, cigarettes, tobacco, alcoholic or non-alcoholic beverages, or other articles commonly sold at amusement parks or recreational centers, are granted or intended to be granted hereby.

3. The right of second parties to occupy said premises for the purposes aforesaid shall be limited/ to Wednesday evening of each week; provided, however, that parties of the second part may be permitted to select another evening in lieu of Wednesday evening upon application to and with the written approval of the City Manager or his duly authorized representative; provided, further, that the City hereby retains the right to require parties of the second part to surrender to the City the use of said Stadium premises for any day or evening by giving ten (10) days written notice of such requirement; but that in event the parties of the second part are prevented by such action by the City from holding any event herein authorized, they may select another evening during the same week in which to hold the same.

4. It shall be the obligation of parties of the second part to prepare and maintain the track, construct barriers and pay for all electric current used by them. They shall be responsible for any damage to the stadium, grounds or buildings thereon during period when parties of second part have jurisdiction and control of said premises.

5. A duly authorized representative of the City shall at all times during the period covered by this agreement have the right to inspect the track, stadium and premises included within this agreement and whenever in his opinion it is too wet no cars shall be allowed thereon; and whenever in his opinion practices or activities in connection with said races are calculated to injure said premises he shall require their immediate correction.

6. Parties of the second part hereby covenant and agree that during all times when they shall be occupying, using and exercising jurisdiction and control of said premises under this agreement they will assume, and do by the acceptance hereof assume, all liability for loss, injury, expense or damage whatsoever to any person or property, including any of the property described herein, that may happen or occur as the result of the possession, operation or maintenance of, or failure to maintain or operate said premises for the purposes herein contemplated, and will save the City harmless from any and all liability arising therefrom; that they will at their own cost and expense defend all suits and actions that may be brought against them or said City because of the occurrence of any loss, injury, damage, expense, accident or accidents in this paragraph mentioned, and will pay and discharge all final judgments that may be rendered in such suit or action.

7. Parties of the second part shall carry compensation insurance sufficient to cover all of their employees, and shall furnish to the City a certificate of the insurance carrier issuing such policy. They shall file with the City an insurance policy in a company approved by the City, insuring to the City of San Diego, which by its terms shall indemnify said City for any loss, damage or liability suffered by the City by reason of the existence of this agreement, and the use and occupation of said track, stadium and premises mentioned herein by parties of the second part. The amount of said policy shall be \$10,000 against loss or liability arising by injury or death of one person and \$20,000 against loss or liability arising by injury or death of two or more persons in any one accident. Said policy of insurance shall be maintained during the entire period covered by this agreement.

8. In consideration of the rights and privileges hereby granted, parties of the second part covenant and agree to pay to said City weekly, in advance, for each week during the period hereby covered, the sum of One Hundred Ten Dollars (\$110.00); provided, however, that no rental shall be payable for any week during which the parties of the second part are deprived of the use of said premises by reason of their requirement by the City for its own purposes; and provided, further, that no rental shall be payable for any week during which the parties of the second part cannot, in their judgment, when in writing concurred in by the Director of Recreation and Playgrounds of the City, operate said races profitable because of rain, or other weather conditions, public catastrophe, or other act of God.

Parties of the second part shall, simultaneously with the acceptance and execution of this agreement, deposit with the City the sum of Two Hundred Dollars (\$200.00), the same to be held by the City during the period covered hereby as a guarantee of the payment of said rents and of the faithful performance of the terms and conditions hereof, and against damage to City property by parties of the second part, their associates, representatives, agents or employees; it being understood and agreed in this connection that the City shall have the right to apply said Two Hundred Dollars (\$200.00), or any portion thereof, to the payment of any weekly rent that may be delinquent hereunder, or to apply the same on account of any damage or injury caused by parties of the second part to said premises for which they may be responsible hereunder. It is further understood and agreed that in event the City shall make such application of all or any part of said Two Hundred Dollars (\$200.00), parties of the second part, immediately upon notice by the City, shall deposit an additional sum of money with the City sufficient to maintain such guaranty fund of Two Hundred Dollars (\$200.00) at all times during the life of this agreement.

9. Upon the failure of parties of the second part to comply with or conform to any condition, term or requirement of this agreement, the City shall have the right, at its option, upon five (5) days written notice, to cancel and terminate this agreement and all rights and privileges thereunder; reserving, however, in such event any additional legal rights or remedies which the City may have for breach of contract or otherwise.

10. Parties of the second part hereby expressly covenant and agree to be bound by all the terms, conditions and agreements herein contained, and faithfully to perform the same.

IN WITNESS WHEREOF, The City of San Diego has caused this agreement to be executed in its name by the City Manager, hereunto duly authorized by Resolution No. 69464, and parties of the second part have hereunto subscribed their names the day and year first hereinabove written.

This agreement is executed in duplicate, each one of which shall be deemed an original.

THE CITY OF SAN DIEGO,
By F.A. RHODES, City Manager

TOM H. HAYNES
FRANK J. GUTHRIE
Parties of the Second Part

I HEREBY APPROVE the form of the foregoing Agreement for Partial Use and Occupancy of City Stadium this 6th day of March, 1940.

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 for partial use and occupancy of City Stadium. Being Document No. 320711.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Wilby Deputy.

CONCESSION AGREEMENT
(Percentage Compensation)

THIS CONCESSION AGREEMENT, made and entered into this 31st day of May, 1940, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated the City, and TOM LA MARR, hereinafter designated the Licensee, WITNESSETH:

THAT WHEREAS, the Licensee is desirous of obtaining a license or permit to use a portion of the premises in Mission Beach Amusement Center (hereinafter called the "Amusement Center," or "Center,") at Mission Beach in said City for the operation of a concession hereinafter described;

NOW, THEREFORE, WITNESSETH: The City does hereby let to the Licensee and the Licensee does hereby take and accept from the City, for the period beginning on the 29th day of May, 1940, and ending on the 1st day of October, 1944, the concession and license to use and operate:

A bar serving light wines and beer, hamburgers, hot dog sandwiches and soda fountain drinks; and also the right and permission to sell novelties and beach wear; in the space designated as Concession Number _____ within said Center, more particularly described as Store numbers 18 and 19 at the southeast corner of the Bath-house Building in said Amusement Center, subject to the following terms and conditions:

1. The Licensee shall pay as compensation for this concession and for the privilege of maintaining and operating said concession or business within the Center and for the term aforesaid fifteen per cent (15%) of the gross receipts from all sources, derived from the operation and maintenance of this concession, payable as follows:

All sums and fees payable by the Licensee to the City as compensation for the license or concession, or any part thereof, shall be due and payable and must be paid on each and every Monday for the preceding week during said period.

As a further consideration for the issuance of this concession agreement, I expressly covenant and agree to discontinue the sale of light wines and beer after October 1st, 1940.

2. The Licensee agrees to adopt any method of recording receipts or accounting that the City may deem essential and to make available for inspection of the City's representatives any records desired for auditing such receipts.

3. In addition to the license fee above mentioned, the Licensee shall pay for all electric light, power, gas and water used and consumed upon and in connection with the privilege or device, or in connection with the concession, and the Licensee shall use only electricity for motive power and illumination of the premises, buildings, or spaces included in this concession, and use all electric light and power, in strict accordance with the plans and designs designated and approved by the City. The City is not responsible for the installation of water supply or sewer or drain pipes or fixtures other than bringing the same to the space provided for, previous to the granting of this concession.

4. In the event the Licensee neglects to pay any charges upon presentation of bills therefor, then said charges shall be added to and become a part of the concession fee and shall be due and payable upon the next installment of such concession fee as herein provided and shall become a part of such fee. Upon neglect or refusal to pay the same, the City shall have the right at its option to terminate this concession without further notice to the Licensee.

5. The Licensee agrees to install, equip, maintain and operate the aforesaid concession at the Licensee's own cost and expense, unless otherwise stated herein, and shall conduct the same for no other purpose than herein stated, and the Licensee agrees to maintain and operate the business or amusement devices provided for in this concession in a manner at all times satisfactory to and in conformance with the ordinances of the City.

6. As a part of the consideration for the granting of this concession, the Licensee agrees that upon default in the payment of said concession fee, or any installment thereof, the City may at its option forthwith enter said premises and operate said concession as agent of said Licensee, retaining any and all income derived from the operation of said concession, applying the income thereof, first, to the cost of operating and maintaining said concession, and, second, to the payment of said concession fee or any installment thereof then due or thereafter to become due.

7. It is expressly understood and agreed by and between the parties hereto that the continued and uninterrupted operation of the concession and its appurtenances during the term of this concession is essential and necessary for the proper operation of the Center, and if for any reason such concession and/or its appurtenances become inoperative, the City may at its option as agent of the Licensee enter upon such concession and its appurtenances and operate the same, making such repairs as are necessary and deduct the cost of such operation and repairs from any and all receipts due the Licensee.

8. The Licensee agrees to refer all disputes to the City and abide by its decision, and at the request of the City, and without the making of any specific charges, to forthwith discharge any employee.

9. The Licensee shall procure at its own cost and expense all permits or licenses necessary for the legal operation of this concession.

10. It is expressly understood and agreed that no park, parcel, building, structure, equipment or space is leased to the Licensee; that the Licensee is a licensee and not a lessee; that the Licensee's right to occupy the same and to operate the concession hereby granted shall continue only so long as each and all the undertakings, provisions, covenants, agreements, stipulations and conditions in this concession contained on the Licensee's part to be performed are strictly and promptly complied with.

11. The Licensee shall not sell, mortgage, sublet, assign or parcel out the concession hereby granted, or any interest therein, nor allow or permit any other person or party to use or occupy any part of the premises, buildings or spaces covered by this concession for any purpose whatsoever without first obtaining the written consent of the City, nor shall this concession be transferred by operation of law, it being the purpose and spirit of this instrument to grant this concession and privilege personally and solely to the Licensee herein named.

12. The Licensee shall operate this concession in its entirety during such time, and only during such time, as the Center shall be open to the public, unless prevented from so doing as herein provided.

13. The Licensee shall supply and have ready for sale all vendible articles included in this concession, in sufficient quantity to satisfy the demands of the patrons of the Center at all times, and the Licensee hereby warrants that all articles and things sold or offered for sale by the Licensee, directly or through the Licensee's agents and servants, will be as represented both as to kind and quality.

14. The Licensee covenants and agrees not to advertise in any manner or form, in or about the premises, buildings, or spaces licensed to it, or elsewhere, or in any newspaper or otherwise, except by means of such signs or forms of advertising as shall be approved by the City. The Licensee shall not employ or use any persons known as "hawkers," "spielers," "criers," or other noise makers or means of attracting attention to the Licensee's business not approved by the City, or to the extent of creating a nuisance; or permit any intoxicated person to act as its employee, or permit any intoxicated person to remain within or upon said concession space, or carry on within or upon said concession space any other business than above described, or interfere with any other licensee of the City or any employee of any other licensee.

15. The Licensee shall not use, nor suffer or permit any person to use in any manner whatsoever, the said premises, or any part thereof, or any building thereon, for any illegal, immoral or bawdy purposes or for any purpose in violation of any Federal, State or Municipal law, ordinance, rule, order or regulation, or of any ordinance, rule or regulation of the City now in effect or hereafter enacted or adopted, and will protect, indemnify and forever save and keep the harmless The City of San Diego and the individual members thereof and its agents, from and against any damage, penalty, find, judgment, expense or charge suffered, imposed, assessed or incurred for any violation or breach of any law, ordinance, rule, order or regulation occasioned by any act, neglect or omission of the Licensee, or any employee, person, or occupant for the time being of said premises; and in the event of any violation, or in case the City or its representatives shall deem any conduct on the part of the Licensee, or of any person or occupant for the time being of the premises, or of the said concession or the operation thereof, to be objectionable and improper, the City shall have the right and power and is hereby authorized by the Licensee so to do, to at once declare this concession terminated without previous notice to the Licensee.

16. The Licensee shall within two weeks after the termination of this concession remove from the Center all its personal property, goods, chattels and effects, and on failure so to do, the Licensee hereby authorizes the City as its agent to consider said property, goods, chattels and effects to be abandoned by said Licensee and authorizes the said City to dispose of the said property in any manner whatsoever without incurring any liability therefor.

17. The Licensee agrees that no representation as to the condition of the premises has been made by said City, and that the Licensee has made a thorough inspection of said premises, and relies wholly on said inspection, and agrees to accept them in the condition existing on the date hereof. The Licensee further agrees to keep the premises in good repair and safe condition at its cost and expense, and at the expiration or other termination of this concession, to return them to the City in as good condition as when received, reasonable wear and tear and damages by the elements excepted.

18. All repairs, improvements, alterations, installations and construction shall be subject to approval by and satisfactory to the City, and all improvements to the premises shall revert to the City at the termination hereof.

19. The Licensee shall furnish, install and maintain one fire extinguisher, of an approved type, of the capacity of 2- $\frac{1}{2}$ gallons for each 1000 square feet of floor space or fraction thereof, licensed hereunder, and maintain all fire extinguishers, apparatus, and appliances upon said premises, at all times, in good order and ready for immediate use, and shall instruct all its employees in the proper use of such apparatus and appliances, so that they are prepared to use the same properly.

20. The Licensee agrees that should any building or structure upon the premises included in this concession be damaged by fire or any other cause whatsoever, so as to prevent the operation of this concession to the satisfaction of the City, then the City at its option may on notice in writing to the Licensee cancel and terminate this agreement and all rights and privileges hereunder shall cease. If, however, such building or structure be damaged in any way whatsoever by reason of any act or omission of the Licensee or its employees, then the concession shall continue in full force and effect, and the Licensee shall repair at its own cost and expense the building or structure so damaged. Upon the failure of the Licensee to make such repairs, the City may as agent of the Licensee repair such damage at the cost and expense of said Licensee.

21. The Licensee shall not use or permit the storage of any illuminating oils, candles, oil lamps, turpentine, benzine, naphtha or other similar substances or explosives of any kind, or any substance or thing prohibited in the standard policies of fire insurance companies in the State of California.

22. The Licensee shall at all times maintain the premises covered by this concession in a perfectly clean and sanitary condition, and shall cleanse, fumigate, disinfect and deodorize the same whenever directed to do so by the City.

23. The Licensee hereby expressly waives any and all claims for compensation for any and all loss or damage sustained by reason of any defect, deficiency or impairment of the electrical apparatus or wires furnished for the premises hereby granted, or by reason of any loss or impairment of light or current which may occur from time to time from any cause, or for any loss or damage sustained by the Licensee resulting from fire, water, tornado, civil commotion or riots; and the Licensee hereby expressly waives all rights, claims and demands, and forever releases and discharges the said City and its officers and agents from any and all demands, claims, actions and causes of action arising from any of the causes aforesaid or in any manner whatsoever.

24. The Licensee hereby expressly waives any and all claims for compensation for any and all loss or damage sustained by reason of any interference by any public agency or official, in the operation of this concession; any such interference shall not relieve the Licensee from any obligations hereunder.

25. The Licensee assumes all risk in the operation of this concession and shall be solely responsible and answerable in damages for all accidents or injuries to person or property, and hereby covenants and agrees to indemnify and hold harmless the City from the violation of any law, ordinance, rule or regulation affecting or relating to the operation of this concession and from any and all claims, suits, losses, damage or injury to person or property of whatsoever kind and nature whether direct or indirect, arising out of the operation of this concession or the carelessness, negligence, or improper conduct of the Licensee, or any occupant, servant, agent or employee; and shall reimburse the City and/or its officers and agents and/or the City for all expenses, costs or judgments arising therefrom.

26. The Licensee shall at its own cost and expense take out and maintain such insurance for the term of this concession as will protect it from claims under the Workmen's Compensation Acts; and shall also take out such public liability insurance as will protect the Licensee and the City from any claims for damages for personal injuries, including death, which may arise from operations under this concession. Such insurance shall be with companies permitted to do business in the State of California and all policies shall be delivered to the City prior to the Licensee's entry into possession of said premises and shall be subject to the approval of the City as to surety, adequacy and form of protection. All liability policies shall provide limits of five thousand (5,000) dollars for one person and ten thousand (10,000) dollars for more than one person injured or killed in any one accident and shall have endorsed thereon the City's approved form of "Save Harmless" clause. Upon the failure of the Licensee to furnish and deliver such insurance as above provided, this concession may at the election of the City be forthwith declared terminated and any

and all payments made by the Licensee on account of the concession shall thereupon be retained by the City as liquidated damages because of the Licensee being prevented from negotiating this concession.

27. The Licensee herein hereby sells, assigns, transfers and sets over to the City all of its right, title and interest in and to the property installed, or to be installed, on the premises herein granted, as security for the faithful performance of all the terms and conditions of this concession agreement, and for the payment of the compensation to be made to the City by the Licensee as hereinabove provided.

28. The City shall have a lien on all personal property of the Licensee which may be on the premises, with the right to take possession of and retain the same until all payments herein provided for are made. No personal property of the Licensee may be removed from said Center except by written permission of the City. In the event the payments provided for in this agreement are not made, then the City may enforce its lien in the manner as provided by the laws of the State of California. The Licensee, however, will be held liable for any deficiency remaining between the proceeds realized upon the sale of said property and the amount due the City on account of this agreement.

29. Nothing herein contained shall create or be construed as creating a co-partnership between the City and the Licensee or to constitute the Licensee an agent of the City.

30. All notices and orders given to the Licensee may be served by mailing the same to the Licensee at the address hereinafter set forth, or by leaving a copy thereof at the place of business of the Licensee in the Center with any person then in charge of the same.

31. It is understood and agreed that compliance with the above covenants and conditions is a special consideration and inducement for the granting of this concession.

32. If at any time during the term of this concession any petition in bankruptcy shall be filed by or against the Licensee, or the Licensee shall be adjudicated a bankrupt, or a receiver shall be appointed by any court of competent jurisdiction to take possession of the property of the Licensee, or if the Licensee shall make any assignment for the benefit of creditors, then this concession shall immediately cease, terminate and expire, and the City shall have the right to forthwith, by force or otherwise, re-enter the premises and the same to have, re-possess and enjoy without any liability for damages, anything in this concession to the contrary notwithstanding.

33. Anything hereinbefore to the contrary notwithstanding, it is expressly understood and agreed, that upon the breach by the Licensee, or by any person or occupant of the premises, for the time being, of any of the terms, covenants or conditions of this concession, the City shall have the right to enter the premises either by force or otherwise and take full possession thereof, and close the premises for such times as it may deem proper, or at the City's option, without previous notice to the Licensee, cancel and terminate this concession and privilege and remove therefrom the property and effects of the Licensee, and with or without legal process expel, oust and remove all parties who may be upon or occupy any part of the premises, and all goods and chattels that may be thereon or therein contained, without being liable to prosecution, damage or damages therefor, or for any damage or damages to, or loss of goods or chattels belonging to any party upon or occupying said premises, or any part thereof, from any cause whatsoever by reason of such removal or ousting, and the Licensee expressly waives any and all claims for damages and loss, against the City, its officers and agents, for or on account of any act done or caused to be done in exercising this right.

34. It is expressly understood and agreed by and between the parties hereto that the City, and its officers and agents are acting in a representative capacity and not for their own benefit, and that neither the Licensee nor any occupant shall have any claim against them, or either of them, as individuals in any event whatsoever.

IN WITNESS WHEREOF, The City of San Diego has caused this agreement to be executed by its City Manager, acting under and pursuant to a resolution authorizing such execution, and the said Licensee has hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO

By F. A. RHODES

City Manager

TOM LA MARR

Licensee

I hereby approve the form of the foregoing agreement this 2d day of March, 1940.

(Signed) D. L. AULT

City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Concession Agreement with Tom La Marr for bar serving wine and beer in Mission Beach Amusement Center. Being Document No. 320661.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Wilby Deputy

CONCESSION AGREEMENT (Percentage Compensation)

THIS CONCESSION AGREEMENT, made and entered into this 31st day of May, 1940, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated the City, and TOM LA MARR, hereinafter designated the Licensee, WITNESSETH:

THAT WHEREAS, the Licensee is desirous of obtaining a license or permit to use a portion of the premises in Mission Beach Amusement Center (hereinafter called the "Amusement Center," or "Center,") at Mission Beach in said City for the operation of a concession hereinafter described;

NOW, THEREFORE, WITNESSETH: The City does hereby let to the Licensee and the Licensee does hereby take and accept from the City, for the period beginning on the 29th day of May, 1940, and ending on the 1st day of January, 1944, the concession and license to use and operate:

A cafe and soda fountain, together with the right and permission to sell and dispense light wines and beer, sandwiches, hamburgers, hot dog sandwiches, light lunches and soft drinks; (the cafe being also known and designated as Ocean View Cafe No. 1). in the space designated as Concession Number 1 within said Center, more particularly described as the Harding Place, at the northwest corner of the Bathhouse in said Amusement Center. After the sale of light wines and beer is voluntarily discontinued the concession to operate a cafe and soda fountain may continue, providing all terms and conditions have been strictly complied with. Said concession to be subject to the following terms and conditions:

1. The Licensee shall pay as compensation for this concession and for the privilege of maintaining and operating said concession or business within the Center and for the term aforesaid fifteen per cent (15%) of the gross receipts from all sources, derived from the operation and maintenance of this concession, payable as follows:

All sums and fees payable by the Licensee to the City as compensation for the license or concession, or any part thereof, shall be due and payable and must be paid on each and every Monday for the preceding week.

As a further consideration for the issuance of this concession agreement, I expressly covenant and agree to discontinue the sale of light wines and beer after October 1st, 1940.

2. The Licensee agrees to adopt any method of recording receipts or accounting that the City may deem essential and to make available for inspection of the City's representatives any records desired for auditing such receipts.

3. In addition to the license fee above mentioned, the Licensee shall pay for all electric light, power, gas and water used and consumed upon and in connection with the privilege or device, or in connection with the concession, and the Licensee shall use only electricity for motive power and illumination of the premises, buildings, or spaces included in this concession, and use all electric light and power, in strict accordance with the plans and designs designated and approved by the City. The City is not responsible for the installation of water supply or sewer or drain pipes or fixtures other than bringing the same to the space provided for, previous to the granting of this concession.

4. In the event the Licensee neglects to pay any charges upon presentation of bills therefor, then said charges shall be added to and become a part of the concession fee and shall be due and payable upon the next installment of such concession fee as herein provided and shall become a part of such fee. Upon neglect or refusal to pay the same, the City shall have the right at its option to terminate this concession without further notice to the Licensee.

5. The Licensee agrees to install, equip, maintain and operate the aforesaid concession at the Licensee's own cost and expense, unless otherwise stated herein, and shall conduct the same for no other purpose than herein stated, and the Licensee agrees to maintain and operate the business or amusement devices provided for in this concession in a manner at all times satisfactory to and in conformance with the ordinances of the City.

6. As a part of the consideration for the granting of this concession, the Licensee agrees that upon default in the payment of said concession fee, or any installment thereof, the City may at its option forthwith enter said premises and operate said concession as agent of said Licensee, retaining any and all income derived from the operation of said concession, applying the income thereof, first, to the cost of operating and maintaining said concession, and, second, to the payment of said concession fee or any installment thereof then due or thereafter to become due.

7. It is expressly understood and agreed by and between the parties hereto that the continued and uninterrupted operation of the concession and its appurtenances during the term of this concession is essential and necessary for the proper operation of the Center, and if for any reason such concession and/or its appurtenances become inoperative, the City may at its option as agent of the Licensee enter upon such concession and its appurtenances and operate the same, making such repairs as are necessary and deduct the cost of such operation and repairs from any and all receipts due the Licensee.

8. The Licensee agrees to refer all disputes to the City and abide by its decision, and at the request of the City, and without the making of any specific charges, to forthwith discharge any employee.

9. The Licensee shall procure at its own cost and expense all permits or licenses necessary for the legal operation of this concession.

10. It is expressly understood and agreed that no park, parcel, building, structure, equipment or space is leased to the Licensee; that the Licensee is a licensee and not a lessee; that the Licensee's right to occupy the same and to operate the concession hereby granted shall continue only so long as each and all the undertakings, provisions, covenants, agreements, stipulations and conditions in this concession contained on the Licensee's part to be performed are strictly and promptly complied with.

11. The Licensee shall not sell, mortgage, sublet, assign or parcel out the concession hereby granted, or any interest therein, nor allow or permit any other person or party to use or occupy any part of the premises, buildings or spaces covered by this concession for any purpose whatsoever without first obtaining the written consent of the City, nor shall this concession be transferred by operation of law, it being the purpose and spirit of this instrument to grant this concession and privilege personally and solely to the Licensee herein named.

12. The Licensee shall operate this concession in its entirety during such time, and only during such time, as the Center shall be open to the public, unless prevented from so doing as herein provided.

13. The Licensee shall supply and have ready for sale all vendible articles included in this concession, in sufficient quantity to satisfy the demands of the patrons of the Center at all times, and the Licensee hereby warrants that all articles and things sold or offered for sale by the Licensee, directly or through the Licensee's agents and servants, will be as presented both as to kind and quality.

14. The Licensee covenants and agrees not to advertise in any manner or form, in or about the premises, buildings, or spaces licensed to it, or elsewhere, or in any newspaper or otherwise, except by means of such signs or forms of advertising as shall be approved by the City. The Licensee shall not employ or use any persons known as "hawkers," "spielers," "criers," or other noise makers or means of attracting attention to the Licensee's business not approved by the City, or to the extent of creating a nuisance; or permit any intoxicated person to act as its employee, or permit any intoxicated person to remain within or upon said concession space, or carry on within or upon said concession space any other business than above described, or interfere with any other licensee of the City or any employee of any other licensee.

15. The Licensee shall not use, nor suffer or permit any person to use in any manner whatsoever, the said premises, or any part thereof, or any building thereon, for any illegal, immoral or bawdy purposes or for any purpose in violation of any Federal, State or Municipal law, ordinance, rule, order or regulation, or of any ordinance, rule or regulation of the City now in effect or hereafter enacted or adopted, and will protect, indemnify and forever save and keep the harmless The City of San Diego and the individual members thereof and its agents, from and against any damage, penalty, fine, judgment, expense or charge suffered, imposed, assessed or incurred for any violation or breach of any law, ordinance, rule, order or regulation occasioned by any act, neglect or omission of the Licensee, or any employee, person, or occupant for the time being of said premises; and in the event of any violation, or in case the City or its representatives shall deem any conduct on the part of the Licensee, or of any person or occupant for the time being of the premises, or of the said concession or the operation thereof, to be objectionable and improper, the City shall have the right and power and is hereby authorized by the Licensee so to do, to at once declare this concession terminated without previous notice to the Licensee.

16. The Licensee shall within two weeks after the termination of this concession remove from the Center all its personal property, goods, chattels and effects, and on failure so to do, the Licensee hereby authorizes the City as its agent to consider said property, goods, chattels and effects to be abandoned by said Licensee and authorizes the said City to dispose of the said property in any manner whatsoever without incurring any liability therefor.

17. The Licensee agrees that no representation as to the condition of the premises has

been made by said City, and that the Licensee has made a thorough inspection of said premises, and relies wholly on said inspection, and agrees to accept them in the condition existing on the date hereof. The Licensee further agrees to keep the premises in good repair and safe condition at its cost and expense, and at the expiration or other termination of this concession, to return them to the City in as good condition as when received, reasonable wear and tear and damages by the elements excepted.

18. All repairs, improvements, alterations, installations and construction shall be subject to approval by and satisfactory to the City, and all improvements to the premises shall revert to the City at the termination hereof.

19. The Licensee shall furnish, install and maintain one fire extinguisher, of an approved type, of the capacity of 2-1/2 gallons for each 1000 square feet of floor space or fraction thereof, licensed hereunder, and maintain all fire extinguishers, apparatus, and appliances upon said premises, at all times, in good order and ready for immediate use, and shall instruct all its employees in the proper use of such apparatus and appliances, so that they are prepared to use the same properly.

20. The Licensee agrees that should any building or structure upon the premises included in this concession be damaged by fire or any other cause whatsoever, so as to prevent the operation of this concession to the satisfaction of the City, then the City at its option may on notice in writing to the Licensee cancel and terminate this agreement and all rights and privileges hereunder shall cease. If, however, such building or structure be damaged in any way whatsoever by reason of any act or omission of the Licensee or its employees, then the concession shall continue in full force and effect, and the Licensee shall repair at its own cost and expense the building or structure so damaged. Upon the failure of the Licensee to make such repairs, the City may as agent of the Licensee repair such damage at the cost and expense of said Licensee.

21. The Licensee shall not use or permit the storage of any illuminating oils, candles, oil lamps, turpentine, benzine, naphtha or other similar substances or explosives of any kind, or any substance or thing prohibited in the standard policies of fire insurance companies in the State of California.

22. The Licensee shall at all times maintain the premises covered by this concession in a perfectly clean and sanitary condition, and shall cleanse, fumigate, disinfect and deodorize the same whenever directed to do so by the City.

23. The Licensee hereby expressly waives any and all claims for compensation for any and all loss or damage sustained by reason of any defect, deficiency or impairment of the electrical apparatus or wires furnished for the premises hereby granted, or by reason of any loss or impairment of light or current which may occur from time to time from any cause, or for any loss or damage sustained by the Licensee resulting from fire, water, tornado, civil commotion or riots; and the Licensee hereby expressly waives all rights, claims and demands, and forever releases and discharges the said City and its officers and agents from any and all demands, claims, actions and causes of action arising from any of the causes aforesaid or in any manner whatsoever.

24. The Licensee hereby expressly waives any and all claims for compensation for any and all loss or damage sustained by reason of any interference by any public agency or official, in the operation of this concession; any such interference shall not relieve the Licensee from any obligations hereunder.

25. The Licensee assumes all risk in the operation of this concession and shall be solely responsible and answerable in damages for all accidents or injuries to person or property, and hereby covenants and agrees to indemnify and hold harmless the City from the violation of any law, ordinance, rule or regulation affecting or relating to the operation of this concession and from any and all claims, suits, losses, damage or injury to person or property of whatsoever kind and nature whether direct or indirect, arising out of the operation of this concession or the carelessness, negligence, or improper conduct of the Licensee, or any occupant, servant, agent or employee; and shall reimburse the City and/or its officers and agents and/or the City for all expenses, costs or judgments arising therefrom.

26. The Licensee shall at its own cost and expense take out and maintain such insurance for the term of this concession as will protect it from claims under the Workmen's Compensation Acts; and shall also take out such public liability insurance as will protect the Licensee and the City from any claims for damages for personal injuries, including death, which may arise from operations under this concession. Such insurance shall be with companies permitted to do business in the State of California and all policies shall be delivered to the City prior to the Licensee's entry into possession of said premises and shall be subject to the approval of the City as to surety, adequacy and form of protection. All liability policies shall provide limits of Five Thousand (5,000) Dollars for one person and Ten Thousand (10,000) Dollars for more than one person injured or killed in any one accident and shall have endorsed thereon the City's approved form of "Save Harmless" clause. Upon the failure of the Licensee to furnish and deliver such insurance as above provided, this concession may at the election of the City be forthwith declared terminated and any and all payments made by the Licensee on account of the concession shall thereupon be retained by the City as liquidated damages because of the Licensee being prevented from negotiating this concession.

27. The Licensee herein hereby sells, assigns, transfers and sets over to the City all of its right, title and interest in and to the property installed, or to be installed, on the premises herein granted, as security for the faithful performance of all the terms and conditions of this concession agreement, and for the payment of the compensation to be made to the City by the Licensee as hereinabove provided.

28. The City shall have a lien on all personal property of the Licensee which may be on the premises, with the right to take possession of and retain the same until all payments herein provided for are made. No personal property of the Licensee may be removed from said Center except by written permission of the City. In the event the payments provided for in this agreement are not made, then the City may enforce its lien in the manner as provided by the laws of the State of California. The Licensee, however, will be held liable for any deficiency remaining between the proceeds realized upon the sale of said property and the amount due the City on account of this agreement.

29. Nothing herein contained shall create or be construed as creating a co-partnership between the City and the Licensee or to constitute the Licensee an agent of the City.

30. All notices and orders given to the Licensee may be served by mailing the same to the Licensee at the address hereinafter set forth, or by leaving a copy thereof at the place of business of the Licensee in the Center with any person then in charge of the same.

31. It is understood and agreed that compliance with the above covenants and conditions is a special consideration and inducement for the granting of this concession.

32. If at any time during the term of this concession any petition in bankruptcy shall be filed by or against the Licensee, or the Licensee shall be adjudicated a bankrupt, or a receiver shall be appointed by any court of competent jurisdiction to take possession of the property of the Licensee, or if the Licensee shall make any assignment for the benefit of creditors, then this concession shall immediately cease, terminate and expire, and the City shall have the right to forthwith, by force or otherwise, re-enter the premises and the same to have, re-possess and enjoy without any liability for damages, anything in this concession to the

contrary notwithstanding.

33. Anything hereinbefore to the contrary notwithstanding, it is expressly understood and agreed, that upon the breach by the Licensee, or by any person or occupant of the premises, for the time being, of any of the terms, covenants or conditions of this concession, the City shall have the right to enter the premises either by force or otherwise and take full possession thereof, and close the premises for such times as it may deem proper, or at the City's option, without previous notice to the Licensee, cancel and terminate this concession and privilege and remove therefrom the property and effects of the Licensee, and with or without legal process expel, oust and remove all parties who may be upon or occupy any part of the premises, and all goods and chattels that may be thereon or therein contained, without being liable to prosecution, damage or damages therefor, or for any damage or damages to, or loss of goods or chattels belonging to any party upon or occupying said premises, or any part thereof, from any cause whatsoever by reason of such removal or ousting, and the Licensee expressly waives any and all claims for damages and loss, against the City, its officers and agents, for or on account of any act done or caused to be done in exercising this right.

34. It is expressly understood and agreed by and between the parties hereto that the City, and its officers and agents are acting in a representative capacity and not for their own benefit, and that neither the Licensee nor any occupant shall have any claim against them, or either of them, as individuals in any event whatsoever.

IN WITNESS WHEREOF, The City of San Diego has caused this agreement to be executed by its City Manager, acting under and pursuant to a resolution authorizing such execution, and the said Licensee has hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO
By F. A. RHODES City Manager
TOM LA MARR Licensee

I hereby approve the form of the foregoing agreement this 2d day of March, 1940.
(Signed) D. L. AULT
City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Con-
cession Agreement with Tom La Marr for Cafe and Soda Fountain at Mission Beach Amusement Center;
Being Document No. 320662.

FRED W. SICK
City Clerk of the City of San Diego, California
By Helen M. Willey Deputy

KNOW ALL MEN BY THESE PRESENTS, That UNITED STATES PIPE & FOUNDRY COMPANY, a corpora-
tion, 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 SEVEN HUNDRED FORTY-TWO Dollars (\$742.00), 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 June, 1940.

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: 3600 lineal feet of 6" Class 250 Super deLavaud centrifugally cast, B&S, cast iron pipe,
in accordance with the plans and specifications referred to in said contract, and for the con-
tract 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: H.A.HOOVER Asst Secty UNITED STATES PIPE & FOUNDRY COMPANY
By D. B. STOKES V.P. (SEAL)
Principal

The rate of premium on this Bond is\$ per \$1,000
the total amount of premium charged is \$5.00

ATTEST: UNITED STATES GUARANTEE COMPANY
By G. W. BELL (SEAL)
G.W.BELL Attorney-in-fact
AND by A.O.FISKE
A.O.FISKE Attorney-in-fact

I hereby approve the form of the within Bond, this 4th day of June, 1940.
D.L. AULT City Attorney.
By H.B.DANIEL Asst. City Attorney.

I hereby approve the foregoing bond this 4th day of June, 1940.
F.A.RHODES City Manager

STATE OF CALIFORNIA)
) SS.
City and County of)
San Francisco)

On this 4th day of June, in the year nineteen hundred and Forty, 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 A.O.Fiske and G.W.Bell, known
to me to be the Attorneys in Fact of the Corporation which executed the within and annexed instru-
ment, 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, 1941

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 June, 1940, 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, 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 3600 lineal feet of 6" Class 250 super deLavaud centrifugally cast, B&S, cast iron, 18'0" lengths, made to comply with Federal Specifications WW-P-421, with U.S. Special Seal Coated Cement Lining of 1/16" minimum thickness, All in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 319820.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

3600' 6" Class 250 super deLavaud centrifugal cast iron pipe @\$0.80 per ft.

The above price does not include the California State Sales Tax, which amounts to \$86.40.

The above price is based on shipping direct from contractor's foundry in the Birmingham District, Alabama, via rail and water. Contractor agrees to ship said pipe directly to the port of San Diego and not to move same through any other Pacific Coast port.

Said contractor agrees to complete said delivery on or before the 15th day of July, 1940.

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: Two Thousand Nine Hundred Sixty-six and 40/100 Dollars (\$2966.40), 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. 71436 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.

ATTEST:

H. ALHOOVER

Asst. Secty.

THE CITY OF SAN DIEGO

By F. L. RHODES

City Manager

UNITED STATES PIPE & FOUNDRY COMPANY

By D. B. STOKES V.P.

Contractor.

(SEAL)

O.K. 5/29/40 AOF

I hereby approve the form of the foregoing contract, this 4th day of June, 1940.

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 United States Pipe & Foundry Company for 3600 ft. 6" C.I. Pipe. Being Document No. 320768.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Walling Deputy

Appropriation: Naval Supply Account Fund.
N.J.A. 114 Form of Renewal No. 1

FORM OF RENEWAL OF GOVERNMENT LEASE NOd-1339

LEASE BETWEEN CITY OF SAN DIEGO, CALIFORNIA and THE UNITED STATES OF AMERICA subject to an appropriation by the Congress.

This is to notify the above-named lessor that under the provisions of paragraph 5 of Lease No. NOd-1339, dated January 29, 1940, between the City of San Diego, California, and the United States of America for premises, viz:

All of Lot 77 of the Partition of Rancho Mission of San Diego, according to map thereof No. 330, on file in the Office of the County Recorder of San Diego County, California, except 14.52 acres to which the Government has acquired title by gift from the City. Said portion of Lot 77 leased contains 70.09 acres, more or less, Auxiliary Flying Field, Camp Kearney, California, Rental, \$1.00 per annum, the United States of America this 31 day of May 1940, elects to renew the said lease for the period of one year from and after June 30, 1940, and by these presents does renew, extend, and adopt the said lease and all the terms and conditions thereof for the period beginning July 1, 1940, and ending June 30, 1941.

The lessor is requested to acknowledge receipt hereof.

Payment to be made by Navy Disbursing Officer,
Naval Supply Depot, San Diego, California.

THE UNITED STATES OF AMERICA,
By direction of the Secretary of the Navy
By W.B.WOODSON
Judge Advocate General of the Navy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Renewal of Government Lease on certain land at Camp Kearney. Being Document No. 320895.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willey Deputy

Appropriation: Maintenance, Bureau of Supplies and Accounts, 1941.
N.J.A. 114 Form of Renewal No. 1

FORM OF RENEWAL OF GOVERNMENT LEASE Nod-1290

LEASE BETWEEN CITY OF SAN DIEGO, CALIFORNIA and THE UNITED STATES OF AMERICA subject to
an appropriation by the Congress.

This is to notify the above-named lessor that under the provisions of Paragraph 5 of
Lease No. Nod-1290, dated October 25, 1939, between the City of San Diego, California, and the
United States of America for premises, viz:

All that portion of Balboa Park, in the City of San Diego, California, in Pueblo Lots
one thousand one hundred and thirty-six and one thousand one hundred and forty three of the
Pueblo lands of the City of San Diego, California, adjoining the southeasterly, southerly and
southwesterly boundaries of the Naval Hospital, San Diego, California, containing an area of
thirty-two and ninety-three one-hundredths (32.93) acres, more or less,

Additional facilities for Naval Hospital, Balboa Park, San Diego, California,
Rental \$1.00 per annum

the United States of America this 31 day of May, 1940, elects to renew the said lease for the
period of one year from and after June 30, 1940, and by these presents does renew, extend, and
adopt the said lease and all the terms and conditions thereof for the period beginning July 1,
1940, and ending June 30, 1941, or until title is vested in the United States of America.

The lessor is requested to acknowledge receipt hereof.

THE UNITED STATES OF AMERICA,
By direction of the Secretary of the Navy
By W. B. WOODSON Judge Advocate General of the Navy.

Payment to be made by Navy
Disbursing Officer, Naval Supply
Depot, San Diego, California.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Renewal of Government Lease on land adjoining Naval Hospital. Being Document No. 320896.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willey Deputy

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS: That The City of San Diego, a municipal corporation in
the County of San Diego, State of California, party of the first part, for and in consideration
of the sum of Three Thousand Six Hundred Eighty-Four Dollars (\$3684.00), lawful money of the
United States of America, to it in hand paid by California Water and Telephone Company, a corpora-
tion, party of the second part, the receipt whereof is hereby acknowledged, does by these presents
sell unto the said party of the second part, its successors and assigns:

1842 feet of 32" steel water pipe, being that portion of what is commonly known and
referred to as the City of San Diego's Otay-San Diego First Main Pipeline, in the County of San
Diego, and more particularly described as being located along a center line as follows:

Commencing at the southwest corner of Quarter Section 73, Rancho de la Nacion, as per
Map No. 166 on file in the office of the County Recorder of San Diego County, California; thence
North 50° 07' East, 812.15 feet to a point in the center line of the so-called Otay-San Diego
First Main Pipeline; thence following said pipeline North 3° 40' 30" East, 331.14 feet to an
angle point in said pipeline and the true point of beginning of this description; thence from
said true point of beginning, following the said pipeline, North 17° 35' West, 1159.36 feet;
thence North 1° 40' 30" East, 466.13 feet; and thence North 23° 24' 30" West, 260.73 feet to the
intersection of the center line of said pipeline with the center line of the 24-inch transmission
main of the California Water & Telephone Company, the said point of intersection bearing North
80° 43' 45" East 1038.19 feet from the northwest corner of the said Quarter Section 73.

Party of the first part does hereby further remise, release and quitclaim to said party
of the second part all of its right, title and interest in and to any and all easements heretofore
acquired or possessed by it for the installation and maintenance of that portion of said pipeline
hereby being sold to party of the second part, and located as hereinabove described, particularly
including that certain easement or agreement dated April 11, 1912, with the Southern California
Mountain Water Company, recorded January 31, 1913, in Book 598, p. 54 of official records of the
County of San Diego; and that certain agreement between The City of San Diego and George M.
Campbell, dated May 6, 1930, and recorded in Book 1778, p. 424 of official records of the County
of San Diego.

IN WITNESS WHEREOF, The City of San Diego has caused this instrument to be executed for
and in its behalf by its City Manager and attested by its City Clerk this 10th day of June, 1940.

(SEAL)
ATTEST: Fred W. Sick

City Clerk

THE CITY OF SAN DIEGO
By F.A.RHODES City Manager

STATE OF CALIFORNIA,)
) SS.
County of San Diego.)

On this 10th day of June, in the year Nineteen Hundred Forty, before me E.H.BROOKS, a
Notary Public in and for the County of San Diego, State of California, personally appeared,
F.A.RHODES, known to me to be the City Manager of The City of San Diego, the municipal corporation
that executed the within instrument, and FRED W. SICK, known to me to be the City Clerk of The
City of San Diego, the municipal corporation that executed the within instrument, and acknowledged
to me that such municipal corporation executed the same.

E.H.BROOKS
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 & Quitclaim of Easements covering 1842 feet of 32" steel water pipe. Being Document No. 320983

FRED W. SICK
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 12th day of June, 1940, 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 for automobile parking in the immediate vicinity of the Municipal Stadium in Balboa Park in San Diego, as hereinafter more particularly set forth; 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: That the upkeep and maintenance of Balboa Park in the City of San Diego, and the buildings therein, are under the direct supervision of the Park Director of said City, in accordance with the provisions of Section 55 of the City Charter of said City, and that said Park Director 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 automobile parking concession in the immediate vicinity of the Municipal Stadium, located in Balboa Park, which concession shall cover the following area, to-wit:

That area between the north Stadium wall and the High School practice field, the triangle north of the Children's Home bounded by Sixteenth Street and Eighteenth Street Extension, and the triangle north of the High School practice field bounded by the magnolia grove and Eighteenth Street Extension.

Said second party agrees that the charge to the public for automobile parking in said concession area shall be fifteen cents (\$0.15) for each automobile, and further agrees to conduct said automobile parking concession in a manner satisfactory to the Park Director 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 therefor, the second party agrees to pay to the City for said concession, in the manner and form and at the times hereinafter provided, the sum of thirty per cent (30%) of the gross receipts thereof.

Second party further agrees that he will keep at all times a true and accurate record of all moneys received under and by virtue of the concession herein granted. At the close of business each day said record shall be checked by the Park Director, or by some person by him duly authorized so to do, and upon the completion thereof, second party shall turn over to said Park Director or his duly authorized agent an amount of money equal to the percentage above set forth; upon which said Park Director or his said agent will give second party a receipt for the same; said receipt shall show the total of all money received from the concession herein granted, together with the percentage thereof payable to the City and the amount of money received by the City. A copy of said receipt shall be retained by the Park Director, for the purpose of being checked later by the Traveling Auditor of The City of San Diego.

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 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 One Thousand Dollars (\$1,000.00), 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.

Second party further agrees to save the City harmless from any and all claims by third parties by reason of, and/or arising out of, the automobile parking concession hereby granted; and will furnish an indemnifying bond, subject to the approval of the City, in the sum of One Thousand Dollars (\$1,000.00), conditioned upon the faithful performance of the obligation set forth in this paragraph.

This agreement, with the privilege and concession hereunder granted, shall be for a duration from the date hereof to September 20, 1943; provided, however, that the same may be canceled and terminated by either party upon giving to the other thirty (30) days notice in writing of intention so to do. Nothing in this agreement, however, shall be construed as requiring the City to give thirty (30) 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.

IN WITNESS WHEREOF, this agreement is executed by The City of San Diego, by and through its City Manager, under and pursuant to a resolution of its Council No. 71600, and second party has hereunto subscribed his name the day and year in this agreement first above written.

THE CITY OF SAN DIEGO First Party
By F.A. RHODES City Manager
NATE BARNET, Second Party
Concessionaire,

I HEREBY APPROVE the form of the foregoing Agreement this 10th day of June, 1940.
D.L. AULT, City Attorney
By JAMES J. BRECKENRIDGE
JAMES J. BRECKENRIDGE, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Concession Agreement with Nate Barnet in Balboa Park. Being Document No. 321002.

FRED W. SICK
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, 1940, 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 \$25.00 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 31, 1940 to May 31, 1943, 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.

IN WITNESS WHEREOF, the City Manager of The City of San Diego has hereunto subscribed his name as and for the act of said City, pursuant to Resolution No. 71601, authorizing such execution, and the said second party has hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO

By F. A. RHODES

City Manager

NATE BARNET

Second Party.

I hereby approve the form of the foregoing agreement this 7th day of June, 1940.

D. L. AULT City Attorney.

By JAMES J. BRECKENRIDGE

Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Nate Barnet for concession at Swimming Pool in Balboa Park. Being Document No. 321013.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willig Deputy

A G R E E M E N T

WHEREAS, S. M. Stalmer and Beatrice Stalmer are the owners of Lots 10, 11 Block-- Subdivision G.A. Bush Addition and,

WHEREAS, the provisions of Ordinances No. 12073 and 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 Ave. and Sixth Ave.; and,

WHEREAS, the undersigned has heretofore applied to the Council of the City of San Diego for a special permit to erect a store 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. 70733 suspended the provisions of said ordinance with respect to said property and has granted permission to the undersigned to erect a store building to the front property line on the condition and for and in consideration that the undersigned will at any later date, after February 6, 1945 when requested by the City of San Diego, move said store 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 8th day of February, 1940, by S.M. Stalmer and Beatrice Stalmer that they will, for and in consideration of the permission granted them to erect a store building on the above described property to the front property line, bind themselves to, and they hereby by these presents agree, to move any store 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 Ordinances No. 12073, 1212 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 store building to the line designated; that they will move said store building 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.

S. M. STALMER
Owner's Name
BEATRICE STALMER

STATE OF CALIFORNIA,)
) SS.
County of Los Angeles)

On this 8th day of February A.D. Nineteen Hundred and Forty, before me, L.E. Lampton, County Clerk in and for said County, residing therein, duly commissioned and sworn, personally appeared S.M. Stalmer and Beatrice Stalmer 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 Los Angeles, County of Los Angeles, State of California, the day and year in this certificate first above written.

(SEAL)

L E LAMPTON, County Clerk
Notary Public in and for the County of Los Angeles
State of California

RECORDED JUN 10 1940 48 min. past 9 A.M. in Book 1031 at Page 440 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 Agreement with Owner S.M. & Beatrice Stalmer to move building University & Sixth Avenues. Being Document No. 318276.

FRED W. SICK
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 K. KIRKMAN are, is the owner of Lot 23-24 Block 17 Subdivision Fairmount Addn. 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 24th day of May, 1940, by John K. Kirkman that he will, for and in consideration of the permission granted him to remove 15 feet of curbing on University Ave. 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 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 K. KIRKMAN
4560 University Avenue
San Diego, California. Owner's Name
Address

STATE OF CALIFORNIA,)
) SS
County of San Diego)

On this 24th day of May, A.D. Nineteen Hundred and forty, before me, John C. Morris a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared John K Kirkman 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)

My Commission Expires Jan. 18, 1941.

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

RECORDED JUN. 10 1940 49 min. past 9 A.M. in Book 1031 at Page 441 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 Curb Cutting Agreement from John K. Kirkman to City of San Diego. Being Document No. 320775.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willig Deputy

A G R E E M E N T

WHEREAS, CARL P. SWEETSER, is the owner of the store building corner 4th/ & Island Ave. Lot F Block 95 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 15th day of April, 1940, by Carl P Sweetser that he will, for and in consideration of the permission granted him to remove 12 feet of curb-on 4th street adjacent to the above described property, binding to, and is 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.

STATE OF CALIFORNIA,)
County of San Diego)

SS

CARL P. SWEETSER
2541 C St. San Diego

Owner's Name
Address

On this 15th day of April, A.D. Nineteen Hundred and forty, before me, Clark M. Foote Jr a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Carl P. Sweetser 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 Mar.20, 1943.

CLARK M. FOOTE JR.
Notary Public in and for the County of San Diego,
State of California.

RECORDED JUN 10 1940 51 min. past 9 A.M. in Book 1031 at Page 443 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

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

ROGER N. HOWE, County Recorder
By Deputy D. COLE
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 Carl P. Sweetser to City of San Diego, California. Being Document No. 320797.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willey Deputy

A G R E E M E N T

WHEREAS, ETHEL R. GHOLSON, is the owner of the west 90 ft. of (15, 16, 17, 18,) Lot 15, 16 17, 18 Block 5 Subdivision Crittendens Addition Book 13 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 4th day of June, 1940, by ETHEL R GHOLSON that I will, for and in consideration of the permission granted to me to remove 31 feet of curbing on 6th Sts & University Avenue

9 ft of same to be on 6th Ave.
23 " " " " " " " University

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 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.

STATE OF CALIFORNIA,)
County of San Diego)

SS

ETHEL R. GHOLSON
4096 - 1st Ave

Owner's Name
Address

On this 4th day of June, A.D. Nineteen Hundred and Forty, before me, Winifred Olive Peirce a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Ethel R. Gholson 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 Aug.17, 1941

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

RECORDED JUN 10 1940 52 min. past 9 A.M. in Book 1031 at Page 443 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

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

ROGER N. HOWE, County Recorder
By Deputy D. COLE
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 Ethel R. Gholson to City of San Diego. Being Document No. 320798.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willey Deputy

A G R E E M E N T

WHEREAS, FRED J. FOGERTY are, is the owner of Lot 45 to 48 Block 18 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 3rd day of June, 1940, by Fred J. Fogerty that he will, for and in consideration of the permission granted him to remove 90 feet of curbing on Sunset Cliffs & Lotus 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.

FRED J. FOGERTY Owner's Name
946 West Hawthorn Street Address
San Diego

STATE OF CALIFORNIA,)
County of San Diego) SS

On this 4th day of June, A.D. Nineteen Hundred and Forty, before me, Frank W. Reed a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Fred J. Fogerty 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)

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

RECORDED JUN 13 1940 24 min. past 11 A.M. in Book 1036 at Page 305 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 Fred J. Fogerty to City of San Diego. Being Document No. 320909.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willig Deputy

A G R E E M E N T

WHEREAS, Harold Bowering are, is the owner of Lot 12 Block B Subdivision Redlands
Garden 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 June, 1940, by Harold Bowering that he will, for and in consideration of the permission granted him to remove 65 feet of curbing on El Cajon Blvd. (35') and 30' on 55th 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.

HAROLD BOWERING	Owner's Name
5460 COLLIER	Address

STATE OF CALIFORNIA,
County of San Diego

)
) SS
)

On this 11th day of June, A.D. Nineteen Hundred and Forty, before me, Clark M. Foote Jr. a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Harold Bowering 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 Mar. 20, 1943.

CLARK M. FOOTE JR
Notary Public in and for the County of San Diego
State of California.

RECORDED JUN 13 1940 23 min. past 11 A.M. in Book 1036 at Page 302 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 Harold Bowering to City of San Diego. Being Document No. 320962.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willey Deputy

A G R E E M E N T

WHEREAS, Star & Crescent Oil Co. are the Lessor of Lot G & H Block 285 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 11 day of June 11, 1940, by _____ that we will, for and in consideration of the permission granted us to remove 120 feet of curbing on 4th & Laurel streets 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 _____, 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.

STAR & CRESCENT OIL CO. Owner's Name
O.J.HALL Pres. Address
New California Bldg.

STATE OF CALIFORNIA,)
County of San Diego) SS

On this 13th day of June, A.D. Nineteen Hundred and 40, before me, E Nicolson a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared O.J.Hall 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. NICOLSON
Notary Public in and for the County of San Diego,
State of California

RECORDED JUN 20 1940 55 min. past 9 A.M. in Book 1033 at page 462 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 Curb Cutting Agreement from Star & Crescent Oil Co. to City of San Diego. Being Document No. 321009.

FRED W. SICK
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 in the City of San Diego, County of San Diego, State of California, this 15th day of June, 1940, 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, and 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, non-alcoholic beverages, souvenirs, programs 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 therefor, the second party agrees to pay to the City for said concession, in the manner and form and at the times hereinafter provided, the following percentages:

(a) For all sales made by second party, fifteen per cent (15%) of the gross amount thereof.

(b) For sale of programs by second party, five per cent (5%) of the gross amount thereof.

It is further agreed between the parties hereto that whenever the promoters, who may use the Stadium, publish their own programs or souvenirs, that second party may make any agreement with said promoters for the sale thereof, at a percentage agreed upon between them; but that in any event the City shall receive the percentages of the gross amounts received from the sale thereof as hereinbefore set out.

Second party further agrees that he will keep at all times a true and accurate record of all sales, as well as all money received, under or by virtue of the concession herein granted. At the close of business each day said record shall be checked by the Director of Recreation, or by some person by him duly authorized so to do; and upon the completion thereof,

second party shall turn over to said Director of Recreation or his duly authorized agent, an amount of money equal to the percentages above set forth, upon which said Director of Recreation or his said agent will give second party a receipt for the same; said receipt shall show the total of all money received from sales or otherwise, together with the percentages thereof payable to the City and the amounts of money received by the City. A copy of said receipt shall be retained by 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 thereof, 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 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 One Thousand Dollars (\$1,000.00), 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 the date hereof to September 20, 1943; provided, however, that the same may be canceled and terminated by either party upon giving to the other thirty (30) days notice in writing of intention so to do. Nothing in this agreement, however, shall be construed as requiring the City to give thirty (30) 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.

IN WITNESS WHEREOF, this agreement is executed by The City of San Diego, by and through its City Manager, under and pursuant to a resolution of its Council No. 71599, and second party has hereunto subscribed his name the day and year in this agreement first above written.

THE CITY OF SAN DIEGO First Party
By F. A. RHODES

City Manager
NATE BARNET, Second Party
Concessionaire

I HEREBY APPROVE the form of the foregoing Agreement this 10th day of June, 1940.

D. L. AULT, City Attorney
By JAMES J. BRECKENRIDGE
James J. Breckenridge
Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Nate Barnet for concession in Municipal Stadium. Being Document No. 321014.

FRED W. SICK
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 Mill Supply Corporation are, the owner of Lot 4 & 5 Block 55 Sub-division Shermans Addition #856, 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 _____ day of _____, 19____, by San Diego Mill Supply Corporation that we will, for and in consideration of the permission granted us to remove 117 feet of curbing on 15th Street, 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.

_____ further agree that this agreement shall be binding on _____, _____ 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 MILL SUPPLY CORPORATION
Owner's Name
By GABRIEL BERG, President
15th & Imperial Ave. Address

STATE OF CALIFORNIA,)
County of San Diego) ss

On this 7th day of June, A.D. Nineteen Hundred and forty, before me, Dorothy A. Kratt a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Gabriel Berg 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)
My commission expires April 6, 1941

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

RECORDED JUN 26 1940 6 min. past 9 A.M. in Book 1047 at Page 26 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 Curb Cutting Agreement from S.D. Mill Supply Corporation to City of San Diego. Being Document No. 321151.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willig Deputy

KNOW ALL MEN BY THESE PRESENTS, That WESTERN METAL SUPPLY COMPANY, 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 FIVE HUNDRED NINETY-EIGHT Dollars (\$598.00), 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 June, 1940.

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:

25 tons 1" square bars, 30 and 40 foot lengths; 5 tons 1" round bars, 30 and 40 foot lengths; 25 tons 3/4" round bars, 30 and 40 foot lengths, 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: W.C. SHAW Secy.
(SEAL)

WESTERN METAL SUPPLY COMPANY
B.B. STARKE Presdt.
Principal

ATTEST: M. SHANNON

HARTFORD ACCIDENT & INDEMNITY COMPANY
By GEO. H. MURCH Surety
Geo. H. Murch, Attorney in Fact
(SEAL)

I hereby approve the form of the within Bond, this 25th day of June, 1940.

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

I hereby approve the foregoing bond this 26th day of June, 1940.

F.A. RHODES City Manager

STATE OF CALIFORNIA,)
) SS.
County of San Diego)

On this 24th day of June, before me MARSTON BURNHAM, in the year one thousand nine hundred and forty, 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 of California.

My Commission Expires April 27, 1942.

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 26th day of June, 1940, 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 25 tons 1" square bars, 30 and 40 foot lengths; 5 tons 1" round bars, 30 and 40 foot lengths; 25 tons 3/4" round bars, 30 and 40 foot lengths, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 320590. Delivery f.o.b. truck San Dieguito Dam where available to truck and trailer. Said bars shall be of the lengths and delivered in the quantities as designated by the Hydraulic Engineer of said City.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit: 55 tons deformed bars, stock lengths, @ \$43.44 per ton. Said price includes the California State Sales Tax.

Said contractor agrees to delivery of said material in 20 ton lots as ordered by the Hydraulic Engineer of the City of San Diego.

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: Two Thousand Three Hundred Eighty-nine and 20/100 Dollars (\$2389.20) 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. 71628 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 F.A.RHODES
City Manager.

WESTERN METAL SUPPLY COMPANY
B.B.STARKE Presd't.
Contractor.

(SEAL) ATTEST:
W.C.SHAW Sec'y.

I hereby approve the form of the foregoing contract, this 25th day of June, 1940.

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 reinforcing bars for San Dieguito Dam Project. Being Document No. 321281.

FRED W. SICK
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 29th day of June, 1940, 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 PETE FERRARI, 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: Lot 35, Ex Mission Partition; the northerly 700 feet of Lots 2 to 6, inclusive, and the southerly 341.3 feet of the northerly 699.3 feet of Lot 1, Zschockelt's Subdivision of Ex Mission Lot 32; being 170 acres of land, more or less. For a term of five (5) years, beginning on the 1st day of June, 1940, and ending on the 31st day of May, 1945, at the following rentals: One Hundred Fifty Dollars (\$150.00) per year, payable in advance at the office of the Lessor yearly during said term.

In consideration of the covenants herein contained the parties hereto agreed 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 Ordinance No. 8410 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 the City reserves all sand, gravel and timber rights in and on said premises herein leased.

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 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. 71631 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 F.A.RHODES
City Manager.

PETE FERRARI
Lessee.

I HEREBY APPROVE the form of the foregoing Lease this 29th day of June, 1940.
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 Pete Ferrari. Being Document No. 321302.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willyg Deputy

LEASE

THIS AGREEMENT, made and entered into this 1st day of July, 1940, by and between HERBERT C. KELLY, of San Diego, California, hereinafter called the Lessor, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter designated as the City, WITNESSETH:

That the Lessor, for and in consideration of the payment of the rent to be paid by the City, as hereinafter set forth, and in consideration of the covenants of the City hereinafter set out and their faithful performance by said City, and upon and subject to the terms, conditions and reservations herein set forth, does by these presents, lease, demise and let unto said City the following described property situate in the City of San Diego, County of San Diego, State of California, to-wit: Lots 1, 2, 39 and 40, Block 2; lots 1 to 6 incl., and 33 to 40 incl., Block 3; Lots 1 to 8 incl., 39 and 40, Block 4; Lots 16 to 27 incl., and 30 to 39 incl., Block 14; Lots 16 to 39 incl., Block 15; Lots 21 to 30 incl., Block 16; Lettered Lots D, E, F and G; all in Cable Road Addition to San Diego, according to the Map thereof No. 669, filed in the Office of the County Recorder of San Diego County, California;

For a term of ten (10) years from date of lease at the following rentals: Twelve and 50/100 Dollars (\$12.50) per month during the first five (5) years of this lease, and Twenty Dollars (\$20.00) per month during the second five (5) years of this lease, payable monthly in advance.

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

First: That the above described premises are leased to said City for rubbish disposal and/or for the construction and maintenance of a road of sufficient width to meet said City's needs during the term of this lease.

Second: It is understood and agreed by the said parties, that the said City may terminate this lease at any time by giving ninety (90) days' written notice of such termination to the Lessor.

Third: It is understood and agreed by the said parties, that the City shall have the right to excavate the hillside within the land leased, so that a level turning area may be provided for trucks, beyond the normal width of the roadway.

Fourth: It is understood and agreed that the City lay cement concrete pipe of sufficient diameter to carry surface drainage water along the bottom of the canyon and under the filled area created by the disposal of rubbish.

Fifth: It is understood and agreed that all work done on the herein leased land shall be done by and at the expense of said City.

Sixth: That the said Lessee, paying the said rent and performing the covenants and agreements aforesaid, shall and may at all times during said term, peaceably and quietly have, hold and enjoy the said premises for the term aforesaid.

IN WITNESS WHEREOF, this lease is executed by the City of San Diego, acting by and through the City Manager of said City, under and pursuant to Resolution No. 71683 of the Council authorizing such execution, and the said Lessor has hereunto subscribed his name the day and year first hereinabove written.

THE CITY OF SAN DIEGO, Lessee
By F.A.RHODES
City Manager

HERBERT C. KELLY Lessor
D.L.AULT
D.L.AULT City Attorney

I hereby approve the form of the foregoing Lease, this 6th day of June, 1940.

By HARRY S. CLARK
HARRY S. CLARK, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Herbert C. Kelly for City rubbish dump. Being Document No. 321382.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willyg Deputy

LEASE

THIS AGREEMENT, made and entered into this 1st day of July, 1940, 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 HONOR WILLAN, 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: The south 600 feet of the north 100 acres and the east 800 feet of the north 1050 feet of the north 100 acres of Ex Mission Lot 13, in Section 35, Twp. 16 South, Range 2 West, S.B.B.&M. being 56.00 acres of land, more or less. For a term of five (5) years, beginning on the 1st day of July, 1940, and ending on the 30th day of June, 1945, at the following rentals: Thirty-five Dollars (\$35.00) per year, payable in advance at the office of the Lessor yearly 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 pasturage 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 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. 1482 (New Series).

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. Said Lessee agrees to construct a substantial stock proof fence, at his own expense, between the lands herein leased and the Chollas Heights reservoir, said fence to have three strands of barbed wire if horses are pastured on the land exclusively and four strands of barbed wire if cattle are pastured thereon, to be strung on posts not more than sixteen feet apart; provided, however, that all fences constructed by said lessee shall become the unencumbered property of the City upon the 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 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. 71632 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 F.A.RHODES, City Manager

HONOR WILLAN Lessee

I HEREBY APPROVE the form of the foregoing Lease this 1st day of July, 1940.

D.L.AULT, City Attorney
By J.H.MC KINNEY Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Honor Willan. Being Document No. 321383.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willig Deputy

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1940, 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. 1861 (New Series) of the ordinances of The City of San Diego establishing a schedule of compensation for officers and/or 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 herein-after recited, the parties hereto agree as follows:

That beginning July 1, 1940, second party will faithfully perform the services and duties of District Water Bill Collector at S.D.Trust & Savings Bank, 6th Ave. & Broadway, as the same are hereinabove described, at the rate of Sixty-Five and no/100 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 and no/100 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/or employees are regularly paid.

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; PROVIDED, that in no event shall this contract remain or continue in effect for a longer period than the fiscal year beginning July 1, 1940 and ending June 30, 1941.

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 F.A.RHODES

City Manager

PHILIP D. ALLEN

Second Party

I HEREBY APPROVE the form of the foregoing Contract this 1st day of July 1940.

D.L.AULT

City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract of Employment with Philip D. Allen as Water Bill Collector. Being Document No. 321446.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willig Deputy

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1940, 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. 1861 (New Series) of the ordinances of The City of San Diego establishing a schedule of compensation for officers and/or 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 herein-after recited, the parties hereto agree as follows:

That beginning July 1, 1940, 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 Forty and no/100 Dollars (\$40.00) 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: Forty and no/100 Dollars (\$40.00) 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/or employees are regularly paid.

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; PROVIDED, that in no event shall this contract remain or continue in effect for a longer period than the fiscal year beginning July 1, 1940 and ending June 30, 1941.

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 F.A.RHODES City Manager

FLORENCE E. COOKE

Second Party

I HEREBY APPROVE the form of the foregoing Contract this 1st day of July 1940.

D. L. AULT

City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract of Employment with Florence Cooke as Water Bill Collector. Being Document No. 321447.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willig Deputy

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1940, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City Manager of said City, first party, and WATSON W. CULVER a resident of the City of San Diego, second party, WITNESSETH:

THAT WHEREAS, by Ordinance No. 1861 (New Series) of the ordinances of The City of San Diego establishing a schedule of compensation for officers and/or 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 herein-after recited, the parties hereto agree as follows:

That beginning July 1, 1940, second party will faithfully perform the services and duties of District Water Bill Collector at Hillcrest Branch - Bank of America, as the same are hereinabove described, at the rate of Ten and no/100 Dollars (\$10.00) 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: Ten and no/100 Dollars (\$10.00) 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/or employees are regularly paid.

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; PROVIDED, that in no event shall this contract remain or continue in effect for a longer period than the fiscal year beginning July 1, 1940 and ending June 30, 1941.

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 F.A.RHODES

City Manager

WATSON W. CULVER

Second Party

I HEREBY APPROVE the form of the foregoing Contract this 1st day of July 1940.

D. L. AULT

City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract of Employment with Watson W. Culver as Water Bill Collector. Being Document No. 321448.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willey Deputy

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1940, 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. 1861 (New Series) of the ordinances of The City of San Diego establishing a schedule of compensation for officers and/or 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 herein-after recited, the parties hereto agree as follows:

That beginning July 1, 1940, 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 Ten and no/100 Dollars (\$10.00) 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: Ten and no/100 Dollars (\$10.00) 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/or employees are regularly paid.

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; PROVIDED, that in no event shall this contract remain or continue in effect for a longer period than the fiscal year beginning July 1, 1940 and ending June 30, 1941.

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 F.A.RHODES

City Manager

S.W.DUNAWAY

Second Party

I HEREBY APPROVE the form of the foregoing Contract this 1st day of July 1940.

D.L.AULT

City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract of Employment with S.W.Dunaway as Water Bill Collector. Being Document No. 321449.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willey Deputy

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1940, 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. 1861 (New Series) of the ordinances of The City of San Diego establishing a schedule of compensation for officers and/or 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 herein-after recited, the parties hereto agree as follows:

That beginning July 1, 1940, 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 Ten and no/100 Dollars (\$10.00) 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: Ten and no/100 Dollars (\$10.00) 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/or employees are regularly paid.

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; PROVIDED, that in no event shall this contract remain or continue in effect for a longer period than the fiscal year beginning July 1, 1940 and ending June 30, 1941.

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 F.A. RHODES

City Manager

I.L. ENO

Second Party

I HEREBY APPROVE the form of the foregoing Contract this 1st day of July 1940.

D.L. AULT

City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract of Employment with I.L. Eno as Water Bill Collector. Being Document No. 321450.

FRED W. SICK

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, 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 TWENTY THOUSAND FIVE HUNDRED SEVENTY-FIVE DOLLARS (\$20,575.00), 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 8th day of July, 1940.

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, 1940, to-wit: to and including the 30th day of June, 1941, for all lights that were installed and burning as of July 1, 1940, 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. 321182, 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 8th day of July, 1940.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY,

By W.F. RABER

President

Principal.
(SEAL)

ATTEST: C.C. MAY

Assistant Secretary

THE AETNA CASUALTY AND SURETY COMPANY

By PAUL WOLCOTT

Resident Vice-President

Surety

ATTEST: E.L. TOLSON
(SEAL)

Resident Assistant Secretary

I HEREBY APPROVE the form of the foregoing Bond this 9th day of July, 1940.

H.B. DANIEL Acting City Attorney

I HEREBY APPROVE the foregoing Bond this 10th day of July, 1940.

F.A. RHODES City Manager

STATE OF CALIFORNIA,)
) SS.
 County of San Diego.)

On this 8th day of July, in the year nineteen hundred forty, 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

THIS AGREEMENT, made and entered into at the City of San Diego, County of San Diego, State of California, this 8th day of July, 1940, 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, 1940, to-wit: to and including the 30th day of June, 1941, for all the lights that were installed and burning as of July 1, 1940, 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. 321182, on file in the office of the City Clerk of said City, which said Document No. 321182 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, 1940, to-wit: to and including the 30th day of June, 1941, 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 (\$.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 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 Sixty-five Cents (\$.65) 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, 1940, to-wit: to and including the 30th day of June, 1941, for the sum of Five and 25/100 Dollars (\$5.25) per lamp per month for each 1000 candle power sodium vapor lamp; the sum of Three and 20/100 Dollars (\$3.20) per lamp per month for each 600 candle power lamp; the sum of Two and 80/100 Dollars (\$2.80) per lamp per month for each 400 candle power lamp; the sum of Two and 40/100 Dollars (\$2.40) per lamp per month for each 250 candle power lamp; and the sum of One and 70/100 Dollars (\$1.70) 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. 321183. 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 Five and 25/100 Dollars (\$5.25) per lamp per month for each 1000 candle power sodium vapor lamp; the price of Three and 20/100 Dollars (\$3.20) per lamp per month for each 600 candle power lamp; the price of Two and 80/100 Dollars (\$2.80) per lamp per month for each 400 candle power lamp; the price of Two and 40/100 Dollars (\$2.40) per lamp per month for each 250 candle power lamp; and the price of One and 70/100 Dollars (\$1.70) 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. 321182. 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. 321182.

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 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 July, 1940.

THE CITY OF SAN DIEGO,
By P.J.BENBOUGH
FRED W. SIMPSON

E. F. WEGGENMAN
ADDISON E. HOUSH

(SEAL) ATTEST:
FRED W. SICK City Clerk
By A.M.WADSTROM Deputy

A.E.FLOWERS
Members of the Council

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

President

(SEAL) ATTEST:
C. C. MAY Assistant Secretary

I HEREBY APPROVE the form of the foregoing Contract this 3d day of July, 1940.

D.L.AULT City Attorney
By H.B.DANIEL Ass't City Atty.

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 3, 1940.

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with San Diego Consolidated Gas & Electric Company for General Street Lighting to June 30, 1941. Being Document No. 321567.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willy Deputy

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1940, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City Manager of said City, first party, and GERALD G. GEDDES resident of the City of San Diego, second party, WITNESSETH:

THAT WHEREAS, by Ordinance No. 1861 (New Series) of the ordinances of The City of San Diego establishing a schedule of compensation for officers and/or 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 herein-after recited, the parties hereto agree as follows:

That beginning July 1, 1940, second party will faithfully perform the services and duties of District Water Bill Collector at First National Bank - 5th Ave. and Broadway, as the same are hereinabove described, at the rate of Fifty and no/100 Dollars (\$50.00) 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: Fifty and no/100 Dollars (\$50.00) 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/or employees are regularly paid.

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; PROVIDED, that in no event shall this contract remain or continue in effect for a longer period than the fiscal year beginning July 1, 1940 and ending June 30, 1941.

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 F.A. RHODES City Manager

GERALD G. GEDDES Second Party

I HEREBY APPROVE the form of the foregoing Contract this 1st day of July 1940.
D.L. AULT City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract of Employment with Gerald G. Geddes as Water Bill Collector. Being Document No. 321451.
FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willey Deputy

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1940, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City Manager of said City, first party, and MAURICE C. GROSS a resident of the City of San Diego, second party, WITNESSETH:

THAT WHEREAS, by Ordinance No. 1861 (New Series) of the ordinances of The City of San Diego establishing a schedule of compensation for officers and/or 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 herein-after recited, the parties hereto agree as follows:

That beginning July 1, 1940, second party will faithfully perform the services and duties of District Water Bill Collector at Security Trust & Savings Bank - 5th Ave. and E Street, as the same are hereinabove described, at the rate of Fifty and no/100 Dollars (\$50.00) 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: Fifty and no/100 Dollars (\$50.00) 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/or employees are regularly paid.

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; PROVIDED, that in no event shall this contract remain or continue in effect for a longer period than the fiscal year beginning July 1, 1940 and ending June 30, 1941.

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 F.A. RHODES City Manager
MAURICE C. GROSS Second Party

I HEREBY APPROVE the form of the foregoing Contract this 1st day of July 1940.
D.L. AULT City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract of Employment with Maurice C. Gross as Water Bill Collector. Being Document No. 321452.
FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willey Deputy

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1940, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City Manager of said City, first party, and ROBERT E. HUNT a resident of the City of San Diego, second party, WITNESSETH:

THAT WHEREAS, by Ordinance No. 1861 (New Series) of the ordinances of The City of San Diego establishing a schedule of compensation for officers and/or 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 herein-after recited, the parties hereto agree as follows:

That beginning July 1, 1940, second party will faithfully perform the services and duties of District Water Bill Collector at North Park Branch of Bank of America - 29th St. and University Ave., as the same are hereinabove described, at the rate of Ten and no/100 Dollars (\$10.00) 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: Ten and no/100 Dollars (\$10.00) 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/or employees are regularly paid.

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; PROVIDED, that in no event shall this contract remain or continue in effect for a longer period than the fiscal year beginning July 1, 1940 and ending June 30, 1941.

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 F.A. RHODES City Manager

ROBERT E. HUNT Second Party

I HEREBY APPROVE the form of the foregoing Contract this 1st day of July 1940.

D.L. AULT
City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract of Employment with Robert E. Hunt as Water Bill Collector. Being Document No. 321453.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willig Deputy

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1940, 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. 1861 (New Series) of the ordinances of The City of San Diego establishing a schedule of compensation for officers and/or 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 herein-after recited, the parties hereto agree as follows:

That beginning July 1, 1940, 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 and no/100 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 and no/100 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/or employees are regularly paid.

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; PROVIDED, that in no event shall this contract remain or continue in effect for a longer period than the fiscal year beginning July 1, 1940 and ending June 30, 1941.

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 F.A. RHODES City Manager
FRANK KIMBALL Second Party.

I HEREBY APPROVE the form of the foregoing Contract this 1st day of July 1940.

D.L. AULT City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract of Employment with Frank Kimball as Water Bill Collector. Being Document No. 321454.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willig Deputy

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1940, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City Manager of said City, first party, and E.J.PARKER a resident of the City of San Diego, second party, WITNESSETH:

THAT WHEREAS, by Ordinance No. 1861 (New Series) of the ordinances of The City of San Diego establishing a schedule of compensation for officers and/or 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 herein-after recited, the parties hereto agree as follows:

That beginning July 1, 1940, second party will faithfully perform the services and duties of District Water Bill Collector at Sampson & Logan Avenue, as the same are hereinabove described, at the rate of Fifty and no/100 Dollars (\$50.00) 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: Fifty and no/100 Dollars (\$50.00) 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/or employees are regularly paid.

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; PROVIDED, that in no event shall this contract remain or continue in effect for a longer period than the fiscal year beginning July 1, 1940 and ending June 30, 1941.

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 F.A.RHODES City Manager

E.J.PARKER Second Party
D.L.AULT City Attorney

I HEREBY APPROVE the form of the foregoing Contract this 1st day of July 1940.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willig Deputy

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1940, 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. 1861 (New Series) of the ordinances of The City of San Diego establishing a schedule of compensation for officers and/or 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 herein-after recited, the parties hereto agree as follows:

That beginning July 1, 1940, second party will faithfully perform the services and duties of District Water Bill Collector at First National Bank - 30th Ave. and University Ave., as the same are hereinabove described, at the rate of Fifty-five and no/100 Dollars (\$55.00) 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: Fifty-five and no/100 Dollars (\$55.00) 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/or employees are regularly paid.

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; PROVIDED, that in no event shall this contract remain or continue in effect for a longer period than the fiscal year beginning July 1, 1940 and ending June 30, 1941.

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 F.A.RHODES City Manager

HAROLD M. ROYLE Second Party

I HEREBY APPROVE the form of the foregoing Contract this 1st day of July 1940.

D.L.AULT City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract of Employment with Harold M. Royle as Water Bill Collector. Being Document No. 321456.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willig Deputy

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1940, 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. 1861 (New Series) of the ordinances of The City of San Diego establishing a schedule of compensation for officers and/or 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 herein-after recited, the parties hereto agree as follows:

That beginning July 1, 1940, second party will faithfully perform the services and duties of District Water Bill Collector at Security Trust & Savings Bank - 5th Ave. and University Ave., as the same are hereinabove described, at the rate of Fifty-Five and no/100 Dollars (\$55.00) 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: Fifty-five and no/100 Dollars (\$55.00) 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/or employees are regularly paid.

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; PROVIDED, that in no event shall this contract remain or continue in effect for a longer period than the fiscal year beginning July 1, 1940 and ending June 30, 1941.

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 F.A.RHODES City Manager

S.B.SMITH Second Party

I HEREBY APPROVE the form of the foregoing Contract this 28th day of June 1940.

D.L.AULT
City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract of Employment with S.B.Smith as Water Bill Collector. Being Document No. 321457.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willyg Deputy

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1940, 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. 1861 (New Series) of the ordinances of The City of San Diego establishing a schedule of compensation for officers and/or 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 herein-after recited, the parties hereto agree as follows:

That beginning July 1, 1940, 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 Ten and no/100 Dollars (\$10.00) 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: Ten and no/100 Dollars (\$10.00) 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/or employees are regularly paid.

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; PROVIDED, that in no event shall this contract remain or continue in effect for a longer period than the fiscal year beginning July 1, 1940 and ending June 30, 1941.

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 F.A.RHODES City Manager

MRS. MAUDE WILTSE Second Party

I HEREBY APPROVE the form of the foregoing Contract this 1st day of July 1940

D.L.AULT
City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract of Employment with Mrs. Maude Wiltse as Water Bill Collector. Being Document No. 321458.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willyg Deputy

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1940, 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. 1861 (New Series) of the ordinances of The City of San Diego establishing a schedule of compensation for officers and/or 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 herein-after recited, the parties hereto agree as follows:

That beginning July 1, 1940, 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 Ten and no/100 Dollars (\$10.00) 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: Ten and no/100 Dollars (\$10.00) 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/or employees are regularly paid.

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; PROVIDED, that in no event shall this contract remain or continue in effect for a longer period than the fiscal year beginning July 1, 1940 and ending June 30, 1941.

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 F.A. RHODES City Manager

MRS. BELLE MORGAN Second Party

I HEREBY APPROVE the form of the foregoing Contract this ___ day of ___ 1940.

D.L. AULT
City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract of Employment with Mrs. Belle Morgan as Water Bill Collector. Being Document No. 321465.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willy Deputy

LEASE

THIS LEASE, made and entered into this 14th day of May, 1940, by and between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter designated as the City, Party of the First Part, and WAYNE W. DAILARD, WARREN WORCESTER and CURTIS COLEMAN, hereinafter designated as the Lessees, Parties of the Second Part, WITNESSETH:

THAT WHEREAS, the Lessees are desirous of obtaining a lease from the City of a portion of the premises in Mission Beach Amusement Center (hereinafter called the "Amusement Center" or "Center"), at Mission Beach, in said City;

NOW, THEREFORE, WITNESSETH: The City does hereby let to the Lessees, and the Lessees do hereby take and accept from the City, for the term of one (1) year beginning on the 29th day of May, 1940, and ending on the 28th day of May, 1941, the premises and improvements (known as Mission Beach Amusement Center) described in that certain Agreement dated August 7, 1937, between the State Park Commission of California and The City of San Diego, together with all amusement devices and equipment thereon or therein located belonging to the City, excepting:

- (a) Those parts or parcels leased to Edward A. Kickham for a skating rink;
- (b) Those parts or parcels leased to Mission Beach Roller Coaster Company, a corporation, for a roller coaster and miniature railroad; and
- (c) The bath house, including the swimming pool and its appurtenances. (The bath house, swimming pool and its appurtenances do not include rooms or spaces used by or for concessions separate and distinct from the operation of the swimming pool.)

The premises, improvements and amusement devices and equipment not so excepted constitute, and are hereinafter referred to as, the "leased premises."

The City grants to the Lessees the privilege and option of a lease of the leased premises for an additional year (May 29, 1941 to May 28, 1942) on terms and conditions equitable to the Lessees as well as the City, with rentals not higher than in the present Lease; provided said option shall be exercised in writing by the Lessees prior to September 9, 1940.

(1) The Lessees shall pay to the City, as rental for the use and operation of the leased premises, seventy per cent (70%) of the gross receipts derived from the operation thereof, except as hereinafter provided.

The ballroom and its appurtenances (not including any rooms or space occupied by concessionaires in said ballroom building) shall be operated by the Lessees on the following terms and conditions: The Lessees shall pay for the use and operation of said ballroom and its appurtenances seven and one-half per cent (7-1/2%) of all revenues derived therefrom up to and including a gross return of \$35,000.00, ten per cent (10%) on the next \$15,000.00, and fifteen per cent (15%) of all gross returns exceeding \$50,000.00. In the event, however, that the Lessees sublet said ballroom, the Lessees shall pay to the City, in lieu of the percentages above named, thirty per cent (30%) of the revenues received by the Lessees from said sublessee or sublessees for the use of said ballroom and its appurtenances.

All Federal admission taxes must be collected and accounted for by Lessees, and shall form no part or portion of the gross returns or revenues, as hereinabove provided.

That payment of all percentages due the City as rental must be made by Lessees on each and every Monday during the life of this Lease for the week next preceding the date of such settlement.

(2) The Lessees agree to adopt the method of recording receipts or revenues and the payment of the same to the City and for the accounting to the City of such revenues as provided in Exhibit "A", attached hereto and made a part hereof.

(3) The City shall assume and pay charges for light and power delivered to or used in connection with the operation of the leased premises to the amount of One Hundred Forty Dollars (\$140.00) per month. The Lessees agree to assume and pay any excess each month. The City also agrees to assume and pay all water bills in connection with the operation of the leased premises to the amount of Sixty Dollars (\$60.00) per month. The Lessees agree to assume and pay any excess each month.

(4) In the event the Lessees neglect to pay any of said charges payable by them under paragraph (3) hereof upon presentation of bills therefor, said charges shall be added to and become part of the rentals payable by the Lessees and shall bear interest at the rate of seven per cent (7%) per annum.

(5) The Lessees agree to maintain and operate the leased premises at Lessees' own cost and expense except as otherwise provided herein, and shall conduct the same for amusement purposes; and the Lessees agree to maintain and operate said business and amusement devices and equipment at all times in conformity with the ordinances of the City.

(6) Time is declared to be of the essence of all the terms, conditions and provisions of this Lease; and should any rent remain unpaid for a period of five (5) days after it becomes due, or should the Lessees fail to perform, keep or fulfill any of the other terms, provisions or conditions of this Lease in the manner herein specified, and such failure on the part of the Lessees should continue for ten (10) days after written notice thereof by the City to the Lessees, then and in either of such events the City may, at its option, at any time after the expiration of said respective time limits and before such default is finally cured, re-enter and take possession of the leased premises and each and every part thereof and remove all persons therefrom, and/or terminate this lease and all rights of the Lessees hereunder.

(7) Lessees agree to operate the leased premises, or cause them to be operated, continuously and uninterruptedly from the commencement of this Lease until and including the 9th day of September, 1940, and thereafter, during the remainder of the term of this Lease, to operate, or cause to be operated, continuously and uninterruptedly, such parts of the leased premises as can be operated by the Lessees at a profit.

(8) The Lessees agree to refer all disputes to the City Manager of the City and abide by his decision, and, at the request of said City Manager and without the making of any specific charges, to forthwith discharge any employee of the Lessees.

(9) The City shall furnish to the Lessees, without charge, all permits and licenses necessary for the legal operation of the leased premises, and shall at its own expense maintain in a clean and sanitary condition all outside restrooms (furnishing supplies therefor), beaches, streets, pavements and walks, properly police and patrol the Center and beaches, furnish life guard protection, and make all necessary repairs, renewals and improvements for the betterment of the Center, as in its opinion are necessary and proper. On the other hand, should the Lessees desire to decorate, change or improve any of the structures to meet their requirements as such Lessees, same shall be done at the cost and expense of the Lessees, and not at the expense of the City.

(10) The Lessees shall not sell, mortgage or assign this Lease, or sublet any part or parcel of the leased premises, or any interest therein, without the written consent of the City Manager.

(11) The Lessees covenant and agree to advertise and promote the Amusement Center and its concessions, by arranging for special attractions through such advertising mediums as billboards, newspapers and radio, as they may deem to be to the best interests of the upbuilding of such Amusement Center. To accomplish such advertising Lessees shall expend an amount not less than five per cent (5%) of their share of the gross receipts from concessionaires, subject to audit by the City.

The Lessees shall not employ or use any person or persons known as hawkers, spielers or criers, or other noise-makers, as means of directing attention to the Lessees' business to the extent of creating a nuisance, and the Lessees shall not permit any intoxicated person to act as their employee and shall, moreover, at all times co-operate with the Police Department of the City of San Diego in causing any intoxicated person or persons in the leased premises to be promptly removed therefrom by the Police of said City of San Diego.

(12) The Lessees shall not use, nor suffer or permit any person to use, in any manner whatsoever, the said premises, or any part thereof, or any building thereon, for any illegal, immoral or bawdy purposes, or for any purpose in violation of any Federal, State or Municipal law, ordinance, rule, order or regulation, or of any ordinance, rule or regulation of the City now in effect or hereafter enacted or adopted, and will protect, indemnify and forever save and keep harmless The City of San Diego, its officers and agents, from and against any damage, penalty, fine, judgment, expense or charge suffered, imposed, assessed or incurred for any violation or breach of any law, ordinance, rule, order or regulation occasioned by any act, neglect or omission of the Lessees, their agents or employees.

(13) The Lessee shall within four (4) weeks after the termination of this Lease remove from the Center all their personal property, goods, chattels and effects, and on failure so to do the Lessees hereby authorize the City as their agent to consider said property, goods, chattels and effects to be abandoned by said Lessees and authorize the said City to dispose of the said property in any manner whatsoever without incurring any liability therefor.

(14) The Lessees agree that no representation as to the condition of the premises has been made by said City, and that the Lessees have made a thorough inspection of said premises, and rely wholly on said inspection, and agree to accept them in the condition existing on the date hereof. The Lessees further agree to return the leased premises to the City, at the expiration or other termination of this Lease, in as good condition as when received, reasonable wear and tear and damage by the elements excepted.

(15) All repairs, improvements, alterations, installations and construction in the leased premises shall be subject to the approval of the City Manager, and all improvements of a permanent nature in or to the leased premises shall revert to the City at the termination of this Lease.

(16) The City shall furnish and maintain all fire extinguishers, apparatus and appliances upon said premises at all times in good order and ready for immediate use, and shall instruct its employees in the proper use of such apparatus and appliances.

(17) The Lessees agree that should any building or structure upon the leased premises be damaged by fire or any other cause whatsoever to a degree as to prevent the operation thereof to the satisfaction of the City Manager, then the City at its option may, on notice in writing to the Lessees, cancel and terminate this Lease so far as it applies to the operation of the building or structure so damaged or destroyed. If, however, such building or structure be damaged other than by fire as the result of some act or omission on the part of the Lessees, their employees or agents, the Lessees shall repair at their own cost and expense the building or structure so damaged, and upon the failure of the Lessees to make such repairs the City may, as agent of the Lessees, repair such damage at the cost and expense of the Lessees.

(18) The Lessees shall not use or store, or permit to be used or stored, on the leased premises any substance, article or commodity in such a manner as to impair or render void any fire insurance upon any building or structure.

(19) The Lessees hereby expressly waive any and all claims for compensation for any and all loss or damage sustained by reason of any defect, deficiency or impairment of the electrical apparatus or wires furnished for the leased premises, or by reason of any loss or impairment of light or current which may occur from time to time from any cause, or for any loss or damage sustained by the Lessees resulting from fire, water, tornado, civil commotion or riots; and the Lessees hereby expressly waive all rights, claims and demands, and forever release and discharge the said City and its officers and agents from any and all demands, claims, actions and causes of action arising from any of said causes.

(20) The Lessees hereby expressly waive any and all claims for compensation for any and all loss or damage sustained by reason of any interference by any public agency or official, in the operation of said premises.

(21) The Lessees covenant to indemnify and hold harmless the City because of the violation by the lessees, their agents or employees, of any law, ordinance, rule or regulation affecting or relating to the operation of said premises and/or because of any and all claims, suits, losses, damage or injury to person or property of whatsoever kind and nature, arising out of the operation of said premises, or the carelessness, negligence, or improper conduct of the Lessees, their agents or employees; and the Lessees shall reimburse the City, its officers and agents for all expenses, costs or judgments arising therefrom.

(22) The Lessees shall secure at their own cost and expense, and file with the City of San Diego the following policies of insurance written in companies permitted to do business in the State of California:

(1) A policy of Workmen's Compensation insurance covering all of the employees of the said Lessees.

(2) A Fidelity Bond in the amount of \$10,000.00.

(3) A Safe Burglary and Hold-up Policy in an adequate amount to protect the City's interests.

(4) An Owners' Landlords' and Tenants' Public Liability policy for \$10,000/\$50,000 limits with The City of San Diego named as an additional assured to cover Lessees' operation of the dance hall and any other concessions or parking lots that the Lessees shall operate themselves.

(5) The said Lessees shall also secure from and file with The City of San Diego the following policies of insurance for each concessionaire or other person with whom they enter into a contract to operate in the said Amusement Center:

(a) A policy of Workmen's Compensation Insurance covering all of the employees of such person.

(b) An Owners', Landlords' and Tenants' Public Liability policy for not less than \$5,000/\$10,000 limits with The City of San Diego named as an additional insured, to cover the operation of such person of his concession, amusement device, or area. In the operation of mechanical amusement devices, shooting galleries, archery range and similar devices, the policy limits shall be not less than \$10,000/\$15,000.

(23) The City shall have a lien on all amusement devices and equipment of the Lessees on the leased premises, with the right to take possession of and retain the same until all rentals due from the Lessees have been paid. None of said personal property shall be removed from the Leased premises without the written permission of the City Manager. In the event payments due from the Lessees under this Lease are not made, as hereinabove provided, the City may enforce its lien in any manner provided by the laws of the State of California. The Lessees, however, will be held liable for any deficiency in rentals remaining after the net proceeds realized from a sale of said personal property have been credited to the Lessees.

(24) Nothing herein contained shall create or be construed as creating a co-partnership between the City and the Lessees or to constitute the Lessees as agents of the City.

(25) All notices, demands and orders given to the Lessees may be served by mailing the same by registered mail, postage prepaid, to the Lessees at the address hereinafter set forth, or by leaving a copy thereof at the office of the Lessees on the leased premises with any person or agent then in charge thereof.

(26) If at any time during the term of this Lease any petition in bankruptcy shall be filed by or against the Lessees, or the Lessees shall be adjudicated bankrupt, or a receiver shall be appointed by any court of competent jurisdiction to take possession of the property of the Lessees, or if the Lessees shall make any assignment for the benefit of creditors, then this Lease shall immediately cease, terminate and expire, and the City shall have the right to forthwith, by force or otherwise, re-enter the premises and the same to have, repossess and enjoy, without any liability for damages, anything in this concession to the contrary notwithstanding.

(27) The Lessees agree that upon default in the payment of any rental, the City may at its option forthwith enter the leased premises and operate the same as agent of the Lessee, applying all income derived from the operation thereof, first, to the cost of operating and maintaining said premises, and, second, to the payment of any and all rent then due or thereafter to become due. The City shall also have such other remedies at law and in equity as are provided by the laws of the State of California.

Lessees expressly waive any and all claims for damages or loss against the City, its officers or agents, for or on account of any act done or caused to be done in exercising said remedies.

(28) It is expressly understood and agreed by and between the parties hereto that the City, and its officers and agents, are acting in a representative capacity and not for their own benefit, and that neither the Lessees, nor any occupant, shall have any claim against them, or either of them, as individuals in any event whatsoever.

IN WITNESS WHEREOF, The City of San Diego has caused this Lease to be executed by its City Manager, acting under and pursuant to a resolution authorizing such execution, and the said Lessees have hereunto subscribed their names, the day and year first hereinabove written.

THE CITY OF SAN DIEGO Lessor.
By F.A.RHODES City Manager.

WAYNE W. DAILARD
WARREN BOWORCESTER
CURTIS COLEMAN Lessees.

Address: AMUSEMENT CENTER
MISSION BEACH, CALIF.

I HEREBY APPROVE the form of the foregoing Lease this 14th day of May, 1940.

D.L.AULT City Attorney.

EXHIBIT "A"

(1) Lessees are to maintain complete file of subleases, tenancy, or concession agreements readily available for City inspection, or in lieu thereof supply the City Auditor's Office with signed, authentic copies of all such agreements.

(2) Lessees are to maintain separate income record as to each tenant and/or each separate concession, device, or enterprise operated by such tenant, or by lessees as principals.

All data relating to ticket issue or cash register readings, where such are used, are to be filed for ready reference in support of such record.

(3) Lessees are to maintain summary income records accumulating daily total of receipts from all sources, and accumulating daily totals into totals for each week or other period, depending on method of settlement with City.

(4) Lessees are to provide and use form in duplicate, or suitable substitute, for reporting details of gross income, or flat rent, whether by lessees or by sublet concession, when ultimate compensation to the City is a percentage thereof. In case of sublet concession both copies are to be signed by both lessees and concessionaire, the former in acknowledgement of payment of required amount and latter certifying to correctness of reported gross income. The same form, omitting gross income detail, may be used for acknowledging payment of flat rental.

(5) Cash registers, where used, must be in good operating condition, and of a type (a) that accumulates every sale on a master totalizer and is so arranged mechanically (b) that it cannot be turned back or otherwise manipulated, and (c) that the "No Sale" key can be made inoperative. Adjustments to insure compliance with these requirements will be made at the expense of the City. Repair and maintenance cost is for owner's account. In either case all mechanical work must be done by a representative of the National Cash Register Company. Places having variable price range must have registers which issue a printed receipt and such receipt must be handed to customer when sale is recorded. Register drawers must be closed after each sale and kept closed between sales, and every sale must be rung up immediately when made. Making change on the side is prohibited.

(6) - A. Tickets, where regularly used, if sold within the area must be in continuous roll (or strips if used with simplex machines), form, consecutively numbered for each series and/or price, suitably worded for intended use, and bear printed sale price. If tickets of any other type are to be used for special events or special days, or other occasion, full details of such intended use must be submitted in writing to the City Auditor and Comptroller not less than ten days prior to such use. Sale of tickets of any kind at prices other than prices printed thereon is prohibited.

B. Lessees, or proprietors of sublet concessions using tickets as means of admission are required to make arrangements for ticket supply through the office of the City Auditor and Comptroller and the City Purchasing Agent. Copy for proposed tickets must be submitted for approval to the City Auditor and Comptroller and specifications for purchase to the City Purchasing Agent. The City will purchase the tickets, the prospective user depositing with the City Purchasing Agent the estimated cost before such order is placed. Excess deposit, if any, will be refunded when invoice is received. All tickets will be delivered to the custody of the City Auditor and Comptroller for issue to users in bulk according to prospective business requirements.

C. Tickets or ticket stubs, as the case may be, collected by door or gatekeepers or others authorized to accept tickets, are to be deposited immediately on acceptance in locked containers equipped with mechanical device for chopping or shredding tickets to prevent further use. In situations where ticket choppers are not practicable, or it may be desirable to examine tickets after acceptance, tickets must be deposited in locked boxes. Tickets must be collected from such boxes daily, immediately checked, and forthwith destroyed by fire under circumstances precluding possibility of salvage. On rides and similar devices, in addition to tickets, the use of fare registers will also be required and tickets deposited by attendant and fares registered must coincide. Rides will ordinarily be required to maintain booths for ticket sales. If, however, due to low volume on off days, or for other sufficient reasons, booths are not open, attendants receiving money will be required to deposit ticket and ring fare register for each admission.

(7) The City reserves the right, in addition to those elsewhere stated, to inspect in any desired detail the use and operation of cash registers, tickets, ticket sales, and ticket collection and disposal at any time places using such devices are open for business and at other times on reasonable demand, whether operated by the lessees or others under concession agreements. The lessees, as principals, are required to render any requested assistance to City representatives in making such inspections effective.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Wayne W. Dailard, et al on Mission Beach Amusement Center. Being Document No. 321531.

FRED W. SICK

City Clerk of the City of San Diego, California

By Heben M. Willey Deputy

KNOW ALL MEN BY THESE PRESENTS, That CAUDELL & JOHNSON, a co-partnership composed of J.H. CAUDELL and ARTHUR S. JOHNSON, as Principal and AMERICAN BONDING COMPANY OF BALTIMORE 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 EIGHT HUNDRED FORTY-TWO Dollars (\$842.00), 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 8th day of July, 1940.

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: 600 tons (more or less) rock for concrete aggregate passing 2-1/2" ring and retained on 1-1/2" ring; 450 tons (more or less) rock for concrete aggregate passing 1-1/2" ring and retained on 3/4" ring; 330 tons (more or less) rock passing 3/4" ring and retained on 3 mesh sieve; 850 tons (more or less) rock passing 3 mesh sieve, 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.

CAUDELL & JOHNSON

Principal.

By J.H. CAUDELL

ARTHUR S JOHNSON

Co-partners

AMERICAN BONDING COMPANY OF BALTIMORE

By ROBERT F. DRIVER

Surety.

Attorney-in-Fact (SEAL)

I hereby approve the form of the within Bond, this 9th day of July, 1940.

D.L. AULT

City Attorney.

By H.B. DANIEL

Asst. City Attorney.

I hereby approve the foregoing bond this 9th day of July, 1940.

F.A.RHODES

City Manager

STATE OF CALIFORNIA)
) SS:
County of San Diego)

On this 8th day of July, 1940, before me RICHARD M. BOWEN, a Notary Public in and for the County and State aforesaid, duly commissioned and sworn, personally appeared ROBERT F. DRIVER known to me to be the person whose name is subscribed to the foregoing instrument as the Attorney-in-Fact of the American Bonding Company of Baltimore, and acknowledged to me that he subscribed the name of American Bonding Company of Baltimore thereto as Principal and his own name as Attorney-in-Fact.

(SEAL)

My Commission Expires May 31, 1943

RICHARD M. BOWEN
Notary Public in and for the State of California
County of San Diego

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 9th day of July, 1940, 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.H.CAUDELL and ARTHUR S. JOHNSON, co-partners doing business under the firm name and style of CAUDELL & JOHNSON, 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 600 tons (more or less) rock for concrete aggregate passing 2-1/2" ring and retained on 1-1/2" ring; 450 tons (more or less) rock for concrete aggregate passing 1-1/2" ring and retained on 3/4" ring; 330 tons (more or less) rock passing 3/4" ring and retained on 3 mesh sieve; and 850 tons (more or less) rock passing 3 mesh sieve, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 320587.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

600 tons (more or less) rock for concrete aggregate passing 2-1/2" ring and retained on 1-1/2" ring	@ \$1.73 per ton;
450 tons (more or less) rock for concrete aggregate passing 1-1/2" ring and retained on 3/4" ring	@ \$1.73 " "
330 tons (more or less) rock passing 3/4" and retained on 3 mesh sieve	@ \$1.73 " "
850 tons (more or less) rock passing 3 mesh sieve	@ \$1.15 " "

Said contractor agrees to delivery of said material as ordered by the Hydraulic Engineer.

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:

600 tons (more or less) rock for concrete aggregate passing 2-1/2" ring and retained on 1-1/2" ring	@ \$1.73 per ton
450 tons (more or less) rock for concrete aggregate passing 1-1/2" ring and retained on 3/4" ring	@ \$1.73 " "
330 tons (more or less) rock passing 3/4" ring and retained on 3 mesh sieve	@ \$1.73 " "
850 tons (more or less) rock passing 3 mesh sieve	@ \$1.15 " "

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 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. 71627 of the Council authorizing such execution, and the contractor has hereunto subscribed their names the day and year in this agreement first above written.

THE CITY OF SAN DIEGO.
By F.A.RHODES City Manager.

J.H.CAUDELL
ARTHUR S. JOHNSON Contractor
co-partners doing business under the firm
name and style of CAUDELL & JOHNSON

ATTEST: _____

I hereby approve the form of the foregoing contract, this 9th day of June, 1940.

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

STATE OF CALIFORNIA.)
County of San Diego.) SS.

On this 9th day of July 1940, before me, Max Gundry a Notary public, in and for said County and State, residing therein, duly commissioned and sworn, personally appeared J.H.Caudell & Arthur Johnson, Co-Partners known to me to be the persons 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 said County and State, the day and year in this certificate first above written.

(SEAL) My Commission Expires _____
MAX GUNDRY
Notary Public in and for said County and State
My Commission Expires July 13, 1941

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Caudell & Johnson for concrete aggregate and rock. Being Document No. 321590.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Wilby Deputy

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1940, 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. 1861 (New Series) of the ordinances of The City of San Diego establishing a schedule of compensation for officers and/or 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 herein-after recited, the parties hereto agree as follows:

That beginning July 1, 1940, second party will faithfully perform the services and duties of District Water Bill Collector at Bank of America - 6th Ave. and Broadway, as the same are hereinabove described, at the rate of One Hundred Twenty-Five and no/100 Dollars (\$125.00) 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: One Hundred Twenty-Five and no/100 Dollars (\$125.00) 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/or employees are regularly paid.

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; PROVIDED, that in no event shall this contract remain or continue in effect for a longer period than the fiscal year beginning July 1, 1940 and ending June 30, 1941.

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 F.A.RHODES City Manager
WILBUR C. FOOTE Second Party

I HEREBY APPROVE the form of the foregoing Contract this 28th day of June 1940.
D.L.AULT
City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract of Employment of Wilbur C. Foote as District Water Bill Collector. Being Document No. 321619.

FRED W. SICK
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. R. PECKHAM, is the owner of Lots 1 & 2 Block 12 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 17th day of June, 1940, by H. R. PECKHAM that he will, for and in consideration of the permission granted him to remove 30 feet of curbing on Addison 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, 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. R. PECKHAM Owner's Name
2905 Nichols Street Address

STATE OF CALIFORNIA,)
County of San Diego.) SS

On this 17th day of June, A.D. Nineteen Hundred and Forty, 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) NELL W. MOLLOY
Notary Public in and for the County of San Diego,
State of California.

RECORDED JUL 1 1940 56 min. past 9 A.M. in Book 1049 at Page 31 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 H.R.Peckham to City of San Diego. Being Document No. 321254.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willeg Deputy

A G R E E M E N T

WHEREAS, W. J. Crower are, is the owner of 3205 Midway Lot ___ Block ___ Subdivision Por P.L. 240, 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 27th day of June, 1940, by W. J. Crower that he will, for and in consideration of the permission granted him to remove 66 feet of curbing on Midway 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.

W. J. CROWER
1946 MOORE ST
Owner's Name
Address

STATE OF CALIFORNIA,)
) SS
County of San Diego)

On this 27th day of June, A.D. Nineteen Hundred and forty, before me, the undersigned a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared W. 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) EDNA M. BAINE
Notary Public in and for the County of San Diego,
State of California.

My Commission expires
March 29, 1944

RECORDED JUL 2 1940 34 min. past 10 A.M. in Book 1047 at Page 96, of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS
RUTH HUBBARD
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 W.J.Crower to City of San Diego, California. Being Document No.321303.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willeg Deputy

A G R E E M E N T

WHEREAS, Zellerbach-Levison Company, is the owner of Lots 11 & 12, Block 11 Subdivision Bayview Homestead Tract 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 June, 1940, by Zellerbach-Levison Company that we will, for and in consideration of the permission granted ___ to remove 14 feet of curbing on 7th 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 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 ___, ___ 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.

ZELLERBACH-LEVISON COMPANY
By LOUIS L LEVY
465 California St.
San Francisco, Cal.
Owner's Name
Address

STATE OF CALIFORNIA,)
) SS
County of San Diego)

On this 1 day of July, A.D. Nineteen Hundred and 40, before me, R.L.ECCLES a Notary

Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Louis L. Levy 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
Dec. 11, 1943.

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

R.L.ECCLES
RECORDED JUL 8 1940 32 min. past 10 A.M. in Book 1038 at page 482 of Official Records,
San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS
O. PRYOR
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 Zellerbach-Levison Co. to City of San Diego. Being Document No. 321388.
FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willig Deputy

A G R E E M E N T
WHEREAS, J.G.JOHANSON are, is the owner of Easterly one half of Lots #1 & 2 Subdivision Beverly 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 21 day of June, 1940, by _____ that I will, for and in consideration of the permission granted me to remove 12 feet of curbing on Pearl St 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 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.

J.G.JOHANSON
By J.R.McNAUGHT
Address _____
Owner's Name

STATE OF CALIFORNIA,)
) SS
County of San Diego)

On this 21st day of June, A.D. Nineteen Hundred and Forty, before me, Dorothy J. C. Ede a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared J.R.McNAUGHT 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 June 16, 1941

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

DOROTHY J. C. EDE

RECORDED JUL 9 1940 43 min. past 9 A.M. in Book 1042 at Page 430 of Official Records,
San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy D. COLE
ORPHA HARBAUGH #18
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 J.G.Johnson to City of San Diego. Being Document No. 321460.
FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willig Deputy

A G R E E M E N T
WHEREAS, LEANDER A. CLAPP and MARY F. CLAPP are, is the owner of _____ Lot 26 Tract 30 Subdivision No. 2 of La Jolla Hermosa, in the 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 21st day of June, 1940, by L.A.Clapp that I will, for and in consideration of the permission granted me to remove 16 feet of curbing on 601 La Canada 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.

LEANDER A. CLAPP
6613 Vista del Mar,
La Jolla, Calif.
Owner's Name
Address

STATE OF CALIFORNIA,)
) SS
 County of San Diego)

On this 21st day of June, A.D. Nineteen Hundred and forty, before me FRED C. COREY a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared L.A. CLAPP 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 Oct. 30, 1942

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

RECORDED JUL 9 1940 42 min. past 9 A.M. in Book 1038 at Page 492 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 Leander A. Clapp to City of San Diego, California. Being Document No. 321461.

FRED W. SICK
 City Clerk of the City of San Diego, California

By Helen M. Wilby Deputy

THIS AGREEMENT, made and entered into this 1st day of July, 1940, by and between THE CITY OF SAN DIEGO, acting by and through the City Manager, party of the first part, and W.A. KEARNS, party of the second part, WITNESSETH:

WHEREAS, W. A. Kearns is regularly employed by The City of San Diego as Superintendent of Playgrounds and Recreation on a half-time basis at a definite compensation therefor; and

WHEREAS, the City desires during the months of July and August, 1940, to secure the services of the said W.A. Kearns to supervise the recreational and playground activities of the City on a full-time basis; and

WHEREAS, the said party of the second part is willing and able to undertake said additional services;

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

The party of the first part hereby retains and employs the party of the second part to devote his full time and services to direct and supervise the recreational and playground activities of the City during the months of July and August, 1940, at and for the agreed compensation for said additional services to be performed by the party of the second part of One Hundred Sixty-two and 50/100 Dollars (\$162.50) per month, payable in equal semi-monthly installments, at the times when the regular City semi-monthly payrolls are paid.

The party of the second part hereby agrees to accept said employment and to devote during the months of July and August, 1940, his entire time to the performance of the duties of directing and supervising the recreational and playground activities of The City of San Diego.

It is understood and agreed that the compensation herein provided is in addition to the regular monthly compensation received by the party of the second part under his regular employment with the City for half-time services as Superintendent of Playgrounds and Recreation.

IN WITNESS WHEREOF, this Agreement is executed by The City of San Diego, acting by and through the City Manager of said City, thereunto duly authorized, and the party of the second part has hereunto subscribed his name, this 12th day of July 1940.

THE CITY OF SAN DIEGO Party of the First Part
 By F.A. RHODES

City Manager
 W.A. KEARNES Party of the Second Part

The foregoing Agreement is hereby approved this 12th day of July, 1940.

CIVIL SERVICE COMMISSION
 By RUSSELL BAILEY
 Secretary

I hereby approve the form of the foregoing Agreement this 12 day of July 1940.

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 for services of W.A. Kearns as Superintendent of Playgrounds & Recreation. Being Document No. 321774.

FRED W. SICK
 City Clerk of the City of San Diego, California

By Helen M. Wilby Deputy

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1940, 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. 1861 (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 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 herein-after recited, the parties hereto agree together as follows:

That beginning July 1, 1940, 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 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, 1940 and ending June 30, 1941.

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
F.A. Rhodes

City Manager

ROYAL A. BROWN

Second Party

I hereby approve the form of the foregoing contract this 12 day of July 1940.

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 for services of Royal A. Brown as Organist. Being Document No. 321775.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willey Deputy

LEASE
BETWEEN CITY OF SAN DIEGO, CALIFORNIA AND THE UNITED STATES
OF AMERICA

All public bills for payment under this contract should include a reference to No d-1420

1. THIS LEASE, made and entered into this 12th day of June, in the year one thousand nine hundred and forty by and between City of San Diego, California whose address is _____ for its executors, administrators, successors, and assigns, hereinafter called the Lessor, and THE UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

2. The Lessor hereby leases to the Government the following described premises, viz: Approximately 15,240 square feet of space in the Southeast Wing of the Police Department Headquarters Building, San Diego, California, to be used exclusively for the following purposes (see instruction No. 3): Naval Reserve Armory.

3. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning July 1, 1940, and ending with June 30, 1941.

4. The Government shall not assign this lease in any event, and shall not sublet the demised premises except to a desirable tenant, and for a similar purpose, and will not permit the use of said premises by anyone other than the Government, such sublessee, and the agents and servants of the Government, or of such sublessee.

5. This lease may, at the option of the Government, be renewed from year to year at a rental of Seventeen Hundred Forty Dollars (\$1,740.00) per annum and otherwise upon the terms and conditions herein specified, provided notice be given in writing to the Lessor at least thirty (30) days before this lease or any renewal thereof would otherwise expire: Provided that no renewal thereof shall extend the period of occupancy of the premises beyond the 30th day of June, 1943, unless terminated either by the City or Government at the end of any year of occupancy.

6. The Lessor shall furnish to the Government, during the occupancy of said premises, under the terms of this lease, as part of the rental consideration, the following: Heat, and water.

7. The Government shall pay the Lessor for the premises rent at the following rate: Seventeen Hundred Forty Dollars (\$1,740.00) per annum. Payment shall be made at the end of each quarter.

8. The Government shall have the right, during the existence of this lease, to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased (provided such alterations, additions, structures, or signs shall not be detrimental to or inconsistent with the rights granted to other tenants on the property or in the building in which said premises are located); which fixtures, additions, or structures so placed in or upon or attached to the said premises shall be and remain the property of the Government and may be removed therefrom by the Government prior to the termination of this lease, and the Government, if required by the Lessor, shall, before the expiration of this lease or renewal thereof, restore the premises to the same condition as that existing at the time of entering upon the same under

this lease, reasonable and ordinary wear and tear and damages by the elements or by circumstances over which the Government has no control, excepted: Provided, however, that if the Lessor requires such restoration, the Lessor shall give written notice thereof to the Government ninety (90) days before the termination of the lease.

9. The Lessor shall, unless herein specified to the contrary, maintain the said premises in good repair and tenantable condition during the continuance of this lease, except in case of damage arising from the act or the negligence of the Government's agents or employees. For the purpose of so maintaining the premises, the Lessor reserves the right at reasonable times to enter and inspect the premises and to make any necessary repairs thereto.

10. If the said premises be destroyed by fire or other casualty this lease shall immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, either party may terminate the lease by giving written notice to the other within fifteen days thereafter, and if so terminated no rent shall accrue to the Lessor after such partial destruction or damage.

11. 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. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the lease be for the general benefit of such corporation or company.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

In presence of: FRED W. SICK
(SEAL) (Address) City Clerk

CITY OF SAN DIEGO, CALIF. Lessor.
F.A. RHODES
City Manager

UNITED STATES OF AMERICA,
By M. NORMAN
Judge Advocate General of the Navy. By direction of the
Secretary of the Navy.
(Official Title)

(If Lessor is a corporation, the following certificate shall be executed by the secretary or assistant secretary.)

I, _____, certify that I am the _____ Secretary of the corporation named as Lessor in the attached lease; that _____, who signed said lease on behalf of the Lessor, was then _____ of said corporation; that said lease was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

(CORPORATE SEAL)

Payment to be made by Navy Disbursing Officer, Naval Supply Depot, San Diego. Copies of all public vouchers to be furnished Bureau of Navigation.

INSTRUCTIONS TO BE OBSERVED IN EXECUTING LEASE

1. This standard form of lease shall be used whenever the Government is the lessee of real property; except that when the total consideration does not exceed \$100 and the term of the lease does not exceed 1 year the use of this form is optional. In all cases where the rental to be paid exceeds \$2,000 per annum the annual rental shall not exceed 15 per centum of the fair market value of the rented premises at the date of lease. Alterations, improvements, and repairs of the rented premises by the Government shall not exceed 25 per centum of the amount of the rent for the first year of the rental term or for the rental term if less than 1 year.

2. The lease shall be dated and the full name and address of the lessor clearly written in paragraph 1.

3. The premises shall be fully described, and, in case of rooms, the floor and room number of each room given. The language inserted at the end of article 2 of the lease should specify only the general nature of the use, that is, "office quarters," "storage space," etc.

4. Whenever the lease is executed by an attorney, agent, or trustee on behalf of the lessor, two authenticated copies of his power of attorney, or other evidence to act on behalf of the lessor, shall accompany the lease.

5. When the lessor is a partnership, the names of the partners composing the firm shall be stated in the body of the lease. The lease shall be signed with the partnership name, followed by the name of the partner signing the same.

6. Where the lessor is a corporation, the lease shall be signed with the corporate name, followed by the signature and title of the officer or other person signing the lease on its behalf, duly attested, and, if requested by the Government, evidence of his authority so to act shall be furnished.

7. Under paragraph 6 of the lease insert necessary facilities to be furnished, such as heat, light, janitor service, etc.

8. There shall be no deviation from this form without prior authorization by the Director of Procurement, except-

(a) Paragraph 3 may be drafted to cover a monthly tenancy or other period less than a year.

(b) In paragraph 5, if a renewal for a specified period other than a year, or for a period optional with the Government is desired, the phrase "from year to year" shall be deleted and proper substitution made. If the right of renewal is not desired or cannot be secured paragraph 5 may be deleted.

(c) Paragraph 6 may be deleted if the owner is not to furnish additional facilities.

(d) If the premises are suitable without alterations, etc., paragraph 8 may be deleted.

(e) Paragraph 9 provides that the lessor shall, "unless herein specified to the contrary, maintain the said premises in good repair, etc." A modification or elimination of this requirement would not therefore be a deviation.

(f) In case the premises consist of unimproved land, paragraph 10 may be deleted.

(g) When executing leases covering premises in foreign countries, departure from the standard form is permissible to the extent necessary to conform to local laws, customs, or practices.

(h) Additional provisions, relating to the particular subject matter mutually agreed upon, may be inserted, if not in conflict with the standard provisions, including a mutual right to terminate the lease upon a stated number of days' notice, but to permit only the lessor so to terminate would be a deviation requiring approval as above provided.

9. When deletions or other alterations are permitted specific notation thereof shall be entered in the blank space following paragraph 11 before signing.

10. If the property leased is located in a State requiring the recording of leases in order to protect the tenant's rights, care should be taken to comply with all such statutory requirements.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with United States of America for space in Police Headquarters Building for Armory purposes. Being Document No. 321691.

FRED W. SICK
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 12th day of July, 1940.

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 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. 71075, adopted by the City Council March 26, 1940, 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.

ATTEST: (SEAL)
J.A.CANNON Secretary
SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
By A.G.HOLLOWAY Vice Pres Principal.

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

Total amount of premium charged, \$5.00

STATE OF CALIFORNIA,)
County of San Diego.) ss.

On this 12th day of July, in the year nineteen hundred forty, 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 15th day of July, 1940.
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.71669 passed and adopted on the 25th day of June, 1940, require and fix the sum of \$449.00 as the penal sum of the foregoing Undertaking.

(SEAL) FRED W. SICK
City Clerk of The City of San Diego
By Atten In Wallis Deputy.

CONTRACT FOR STREET LIGHTING.
Loma Portal Lighting District No. 1

THIS AGREEMENT, made and entered into this 16th day of July, 1940, 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 HYACINTH DRIVE, between the northerly line of Wing Street produced westerly and the northeasterly line of Plumosa Park; On NARCISSUS DRIVE between Elliott Street and Lotus Drive;

On AZALEA DRIVE, between Hyacinth Drive and the northeasterly line of Plumosa Park;

On WIESTERIA 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, 1940, to-wit, to and including June 27, 1941.

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 12, 1940, 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 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 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 "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

ATTEST: (SEAL)

J.A.CANNON

Secretary

THE CITY OF SAN DIEGO.

By FRED W. SIMPSON

L.F.WEGGENMAN

ADDISON E. HOUSH

HERBERT E. FISH

A.E.FLOWERS

Members of the Council.

ATTEST: (SEAL)

FRED W. SICK

City Clerk

By AUGUST M. WADSTROM

I hereby approve the form of the foregoing Contract, this 15th day of July, 1940.

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 No. 1. Being Document No. 321697.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Wilby Deputy

C O N T R A C T

THIS AGREEMENT, made this 9th day of July, 1940, 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 thereof, first party, hereinafter sometimes referred to as the "City," and LESLIE S. EVERTS and CARL M. ESENOFF, second parties, hereinafter sometimes designated as the "Auditors," WITNESSETH:

WHEREAS, the City desires to engage the services of competent certified public accountants 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, 1939, to June 30, 1940, inclusive, and agrees to pay second parties therefor the amounts, at the times, and in the manner hereinafter set forth.

(2) The second parties do hereby accept said employment, and agree faithfully and to the best of their ability to perform said services required of them, 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, 1940, and to fully complete the same on or before the 30th day of November, 1940.

(4) The City agrees to pay to said Auditors for said completed audit the sum of Seventeen Hundred Dollars (\$1700.00).

The amount agreed to be paid to said Auditors on account of said audit, to-wit, the sum of Seventeen Hundred Dollars (\$1700.00) 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 Auditors 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 Auditors.

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 Auditors, 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 Auditors.

The Auditors agree that they will not underlet nor assign this agreement, or any part thereof.

It is mutually agreed and understood 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 Auditors 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. 71776, authorizing such execution, and second parties have hereunto subscribed their names the day and year first hereinabove written.

THE CITY OF SAN DIEGO

By F.A. RHODES

City Manager

LESLIE S. EVERTS

CARL M. ESENOFF

Parties of the Second Part.

I hereby approve the form of the foregoing contract this 9th day of July, 1940.

D.L. AULT, City Attorney

By JAMES J. BRECKENRIDGE

Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Everts & Esenoff for Annual Audit for 1939-40. Being Document No. 321700.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willey Deputy

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July, 1940, 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, 1940, and ending June 30, 1941; 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, 1940, and ending June 30, 1941, 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, 1940.

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 C.F. ATKINSON

President.

ATTEST:

THOMAS H. TULLOCH

Secretary

GEORGE 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 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 9, 1940

G.F. WATERBURY

Auditor and Comptroller of the City of San Diego, California.

To be paid out of KA 239 for \$900.00

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract between City Employees' Retirement System and George B. Buck. Being Document No. 321738.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willy Deputy

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1940, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City Manager of said City, first party, and Fletcher A. Carr, a resident of the City of San Diego, second party, WITNESSETH:

THAT WHEREAS, by Ordinance No. 1861 (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 (Archaeology) 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 materials as are placed in his charge; to aid in the installation and retirement of museum exhibits, and the labeling of the same; to render educational 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 herein-after recited, the parties hereto agree together as follows:

That beginning July 1, 1940, second party will faithfully perform the services and duties of Curator (Archaeology) in the San Diego Museum, as the same are hereinabove described, at the rate of One Hundred Forty-seven and 60/100 Dollars (\$147.60) 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 Forty-seven and 60/100 Dollars (\$147.60) 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, 1940 and ending June 30, 1941.

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

F.A. Rhodes

City Manager

FLETCHER A. CARR

Second Party

I hereby approve the form of the foregoing contract this 12 day of July 1940

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 for services of Fletcher A. Carr as Curator San Diego Museum. Being Document No. 321776.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willy Deputy

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1940, 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. 1861 (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 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 herein-after recited, the parties hereto agree together as follows:

That beginning July 1, 1940, 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) 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, 1940 and ending June 30, 1941.

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

F.A. Rhodes

City Manager

JOHN DAVIDSON

Second Party

I hereby approve the form of the foregoing contract this 12 day of July 1940.

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 for services of John A. Davidson as Curator, Junipero Serra Museum. Being Document No. 321777.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willis Deputy

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1940, 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. 1861 (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 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 herein-after recited, the parties hereto agree together as follows:

That beginning July 1, 1940, 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 (\$1.00) 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, 1940 and ending June 30, 1941.

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
F.A. Rhodes
City Manager
EDWARD L. HARDY
Second Party

I hereby approve the form of the foregoing contract this 12 day of July 1940.

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 for services of Edward L. Hardy as Director, San Diego Museum. Being Document No. 321778.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willyg Deputy

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1940, 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. 1861 (New Series) of the ordinance 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 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 conduct lecture tours through the museum; to keep museum attendance records; to report to the director and curators any conditions of exhibits that may require attention, to make regular rounds of inspection of all exhibit rooms and galleries. 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 herein-after recited, the parties hereto agree together as follows:

That beginning July 1, 1940, 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, 1940 and ending June 30, 1941.

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
F.A. Rhodes
City Manager
WILLIAM E. PATE
Second Party

I hereby approve the form of the foregoing contract this 12 day of July 1940.

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 for services of W.E. Pate as Archaeologist, San Diego Museum. Being Document No. 321779.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willyg Deputy

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1940, 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. 1861 (New Series) of the ordinance 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 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 activites 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 herein-after recited, the parties hereto agree together as follows:

That beginning July 1, 1940 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, 1940 and ending June 30, 1941.

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
F.A. Rhodes

City Manager
MALCOLM J ROGERS
Second Party

I hereby approve the form of the foregoing contract this 12 day of July 1940.

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 for services of Malcolm J. Rogers Curator of Anthropology San Diego Museum. Being Document No. 321780.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willing Deputy

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1940, 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. 1861 (New Series) of the ordinance 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 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 herein-after recited, the parties hereto agree together as follows:

That beginning July 1, 1940, 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 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, 1940 and ending June 30, 1941.

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
F.A. Rhodes City Manager
EDWIN A. SPENCER Second Party

I hereby approve the form of the foregoing contract this 12 day of July 1940.

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 for services of Edwin A. Spencer as Organ Tuner. Being Document No. 321781.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willig Deputy

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1940, 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. 1861 (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 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 herein after recited, the parties hereto agree together as follows:

That beginning July 1, 1940, 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 Four Hundred and Eighty and 00/100 Dollars (\$480.00) 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; Four Hundred Eighty and 00/100 Dollars (\$480.00) 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, 1940 and ending June 30, 1941.

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

F.A. Rhodes

City Manager

H.A.THOMPSON

Second Party

I hereby approve the form of the foregoing contract this 12 day of July 1940.

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 for services of Dr. Harold A. Thompson as Bacteriologist Health Department. Being Document No. 321782.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willig Deputy

OPTION TO PURCHASE.

THIS AGREEMENT, made and entered into this 25th day of June, 1940, under and by virtue of the provisions of Section 3897d of the Political Code of the State of California, by and between THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, party of the first part, and THE CITY OF SAN DIEGO; a municipal corporation in the County of San Diego, State of California, party of the second part; WITNESSETH:

THAT, WHEREAS, certain lands hereinafter described in Schedule "A", attached hereto and by this reference incorporated into and made a part of this agreement, have been deeded for delinquent taxes and/or assessments to the State of California; and

WHEREAS, certain lands hereinafter described in Schedule "A", attached hereto and by this reference incorporated into and made a part of this agreement, have been deeded for delinquent taxes and/or assessments for the years shown on said Schedule "A", portions of which said delinquent taxes and/or assessments were levied by and payable to The City of San Diego, said County of San Diego being the tax collecting agency for taxes levied by said City; and

WHEREAS, the Board of Supervisors of the County of San Diego and the Council of The City of San Diego believe that it is for the best interests, both of the State of California and of The City of San Diego, that said properties be sold to The City of San Diego, to the end that said lands be devoted to the public use; and

WHEREAS, the lands so sold for delinquent taxes and/or assessments to the State of

California, as aforesaid, are particularly described and set forth in said Schedule "A", attached hereto, incorporated herein and made a part hereof;

NOW, THEREFORE, in consideration of the consents, stipulations and agreements herein contained, and the authority for this agreement granted by Section 3897d of the Political Code of the State of California, said Board of Supervisors hereby gives and grants unto said The City of San Diego an option to purchase the said lands herein referred to, and particularly set forth and described in Schedule "A", attached hereto, incorporated herein and constituting a part of this agreement; the consideration for such purchase to be the sum of \$1.00 for each acre or lot described in said Schedule "A". Said purchase shall be subject to the following provisions and conditions, to-wit:

1. That The City of San Diego shall have the right to exercise this option as to said parcels of land within three (3) years from the date hereof.

2. That said The City of San Diego shall have the right at any time within the term of this option to purchase all of said lands at the rate of \$1.00 per acre or lot, subject to the conditions as in paragraph 1 hereinabove set forth.

3. That this option is given to The City of San Diego under the terms and conditions of Section 3897d of the Political Code of the State of California, as amended and in effect September 19, 1939, and is intended to be, and shall be construed as a statutory agreement designed to carry into effect the provisions of Section 3897d, and shall have no force or effect otherwise.

IN WITNESS WHEREOF, the Board of Supervisors of the County of San Diego, by a resolution duly passed and adopted on the 25th day of June, 1940, has caused this agreement to be executed in triplicate, and The City of San Diego has caused this instrument to be executed by its City Manager, in triplicate, pursuant to a resolution adopted on the 18th day of June, 1940, authorizing such execution, the day and year first hereinabove written.

BOARD OF SUPERVISORS OF THE COUNTY
OF SAN DIEGO, STATE OF CALIFORNIA.
By T. LeRoy Richards
Chairman.

ATTEST: (SEAL)
J.B.McLEES
County Clerk and Ex-Officio
Clerk of said Board.
By L. O'Kennedy,
Deputy

THE CITY OF SAN DIEGO
By F.A.Rhodes
City Manager.

I hereby approve the form of the foregoing Option Agreement this 20th day of June, 1940.

D.L.AULT City Attorney
By H.B.Daniel
Assistant City Attorney.

The undersigned, Harry B. Riley, Controller of the State of California, having duly considered the above and foregoing agreement, and being duly advised in the premises, hereby approves said agreement.
Dated July 5, 1940.

HARRY B. RILEY, Controller of
the State of California,
By Clarence H Smith
Deputy. (SEAL)

SCHEDULE "A"
ALL THAT REAL PROPERTY SITUATED IN THE COUNTY OF SAN
DIEGO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

DESCRIPTION	SOLD TO STATE	CERTIFICATE NO.	DEED TO STATE	DEED NO.	ACRES	PRICE	TOTAL
P L 213							
Und 1/2 Interest	6-29-31	111	7-1-36	3	40.5	1.00	40.50
Und 1/2 Interest	6-29-32	121	7-1-37	24	40.5	1.00	40.50
P L 216							
SW-1/2	6-29-32	122	7-1-37	25	20.0	1.00	20.00
SW-1/2 of NE-1/2(Ex.NE 50 ft Street)	6-29-31	113	7-1-36	4	9.24	1.00	9.24
NW-1/2 of NE-1/2(Ex.NE 50ft Street)	6-29-32	124	7-1-37	26	9.63	1.00	9.63
P L 217							
All (Ex. NE 50 ft. Street)	6-29-32	125	7-1-37	27	38.49	1.00	38.49
P L 245							
W-1/2 (Ex. Road)	6-29-32	169	7-1-37	45	9.46	1.00	9.46
P L 246							
SW-1/2 of SE-1/2(Ex.Swly 50 ft. Street)	9-1-33	160	7-1-38	25	4.46	1.00	4.46
NE-1/2 of SE-1/2	6-28-34	24335	7-1-39	666	5.00	1.00	5.00
NW-1/2(Ex.SWly 50 ft. Street)	6-29-32	171	7-1-37	46	9.46	1.00	9.46
P L 247							
All (Ex.SWly 50 ft. Street)	6-29-32	173	7-1-37	47	18.92	1.00	18.92
P L 258							
Und 1/2 of N-1/2 of NE-1/4	6-28-34	24356	7-1-39	668	10	1.00	10.00
N-1/2 of SE-1/4	9-1-33	179	7-1-38	30	20	1.00	20.00
SW-330' of SW-1/4	6-28-34	24357	7-1-39	669	10	1.00	10.00
Und 1/2 of N-1/2 of S-1/2 of SW-1/4	6-29-32	191	7-1-37	53	5	1.00	5.00
Und 1/2 of N-1/2 of S-1/2 of SW-1/4	9-1-33	178	7-1-38	29	5	1.00	5.00
Und 1/2 of N-1/2 of NE-1/4	6-29-32	189	7-1-37	52	10	1.00	10.00
P L 259 Lot "A"	6-30-30	177	8-1-35	6	15	1.00	15.00
All P L 299	6-29-32	211	7-1-36	7	5	1.00	5.00
P L 300 All (Ex Morena Blvd. Ex. NWly 25 ft.SWly Blvd.)	6-29-31	211	7-1-36	7	4	1.00	4.00
All P L 305(Ex.U.S.)(Ex Street)	9-1-33	258	7-1-38	31	0.64	1.00	0.64
All P L 306 (Ex. Street)	9-1-33	237	7-1-38	32	4.95	1.00	4.95
Block 350 Old San Diego Map No.420					LOTS		
Lots 1 to 4 incl.	6-29-27	48306	8-10-32	3973	4	1.00	4.00

DESCRIPTION	SOLD TO STATE	CERTIFI- CATE NO.	DEED TO STATE	DEED NO.	ALOTS	PRICE	TOTAL
Block 351 Old San Diego							
Lot 4(ex.NE 25 ft. of SE 50 ft.)	6-30-30	7117	"A"8-1-35	356	1)	\$ 1.00	\$ 1.00
NE 25 ft. of SE 50 ft.	6-30-30	7117	8-1-35	356)		
Block 352 Old San Diego Lots 1 and 2	6-29-31	6362	7-1-36	508	2	1.00	2.00
Block 359 Old San Diego Lots 1 to 4 (Ex. Morena Blvd.)	6-29-31	6366	7-1-36	509	4	1.00	4.00
Block 360 Old San Diego Lots 1,2 and 3	6-29-31	6367	7-1-36	510	3	1.00	3.00
Block 384 Old San Diego Lots 3 and 4 Ex. City	6-28-34	23080	7-1-39	563	2	1.00	2.00
Block 385 Old San Diego Lots 1,2,3&4	6-29-32	8737	7-1-37	961	4	1.00	4.00
Block 388 Old San Diego Lot 3	6-29-32	8742	7-1-37	962	2)	1.00	2.00
Lot 4	6-28-34	23084 ¹ / ₂	7-1-39	564)		
Block 416 Old San Diego Lots 1,2 and 4	6-29-31	6491	7-1-36	517	3	1.00	3.00
Block 443 Old San Diego Lot 1	6-28-34	23210	7-1-39	568)	2	1.00	2.00
Lot 3	6-30-28	54577	9-1-33	4861)			
<u>Druckers Sub. of P L 218 and P L 244</u>							
Block 14, Map 1584 Lots 1 to 10	6-29-32	8306	7-1-37	931	10	1.00	10.00
" 11 to 20	6-29-32	8306	7-1-37	931	10	1.00	10.00
" 21 to 30	6-29-32	8306	7-1-37	931	10	1.00	10.00
" 31 to 32	6-29-32	8306	7-1-37	931	2	1.00	2.00
Block 15 Lots 1 to 10	6-29-32	8307	7-1-37	932	10	1.00	10.00
" 11 to 20	6-29-32	8307	7-1-37	932	10	1.00	10.00
" 21 to 30	6-29-32	8307	7-1-37	932	10	1.00	10.00
Block 6 Lot 14	9-1-33	8633	7-1-38	810	1	1.00	1.00
Block 7 Lot 1	6-29-32	37302	7-1-36	1598	1	1.00	1.00
Lots 20 to 23	6-29-32	8284	7-1-37	924	4	1.00	4.00
Block 3 Lots 6 to 12	6-30-30	38453	8-1-35	1056	7	1.00	7.00
Lots 13 to 15	6-29-32	8255	7-1-37	920	3	1.00	3.00
Block 1 Lots 7 and 8	6-29-31	37265	7-1-36	1592	2	1.00	2.00
Lot 15	6-29-31	37268	7-1-36	1594	1	1.00	1.00
<u>Pacific View Map No. 1497</u>							
Lots 1 to 25 incl.	6-29-29	109067	8-1-34	12174	26	1.00	26.00
(Block A) Pacific View Map No. 1497							
Lots 26 to 46 incl.	6-29-29	109068	8-1-34	12175	21	1.00	21.00
Lots 47 to 48	6-28-34	23649	7-1-39	575	2	1.00	2.00
Block B							
Lots 1 to 4, incl.	6-29-29	109068	8-1-34	12175	4	1.00	4.00
" 5 to 10, incl.	6-29-29	109068	8-1-34	12175	6	1.00	6.00
" 11 to 13, incl.	6-29-29	109068	8-1-34	12175	3	1.00	3.00
" 14 and 15	6-29-29	109068	8-1-34	12175	2	1.00	2.00
" 16 to 21, incl.	9-1-33	9585-6	7-1-38	9585-970)			
				9586-971)	6	1.00	6.00
" 26 to 33, incl.	6-25-17	26579	8-1-22	321	8	1.00	8.00
" 34 and 35	6-29-23	35014	8-10-28	2767	2	1.00	2.00
" 36	6-29-29	109072	8-1-34	12176	1	1.00	1.00
" 37 to 39, incl.	6-29-29	109073	8-1-34	12177	3	1.00	3.00
" 40 and 41, incl.	6-29-29	109074	8-1-34	12178	2	1.00	2.00
" 42 to 44, incl.	6-29-29	109074	8-1-34	12178	3	1.00	3.00
" 47	6-29-29	109074	8-1-34	12178	1	1.00	1.00
" 49 and 50	6-29-29	109074	8-1-34	12178	2	1.00	2.00
Block C							
Lots 1 to 10, incl.	6-30-30	38318	8-1-35	1043	10	1.00	10.00
" 11 to 13, incl.	6-25-18	21788	8-9-23	918	3	1.00	3.00
" 17 to 23, incl.	6-30-30	38320	8-1-35	1044	7	1.00	7.00
" 24 and 25	6-29-31	37153	7-1-36	1579	2	1.00	2.00
" 40 and 41	6-29-32	9198	7-1-37	1024	2	1.00	2.00
" 16	6-29-31	37152	7-1-36	1578	1	1.00	1.00
" 42 to 45, incl.	6-25-18	25430	8-9-23	969	4	1.00	4.00
" 46 to 50, incl.	9-1-33	9605	7-1-38	972	5	1.00	5.00
Block D							
Lots 25 to 30, incl.	6-29-32	9203	7-1-37	1025	6	1.00	6.00
" 31 to 35, incl.	6-29-31	37163	7-1-36	1580	5	1.00	5.00
" 38 to 43, incl.	6-29-32	9206	7-1-37	1026)	11	1.00	11.00
" 45 to 48, incl.	6-29-32	9206	7-1-37	1026)			
" 49	6-29-32	9206	7-1-37	1026)			
<u>Bayside Map No. 453</u>							
Block 14							
Lots 1 to 3, incl.	6-25-17	14519	8-1-22	194	3	1.00	3.00
Lots 25 and 26	9-1-33	8188	7-1-38	721	2	1.00	2.00
" 27 to 29, incl.	9-1-33	8185)		718)			
		8186)	7-1-38	719)	3	1.00	3.00
		8187)		720)			
" 45 to 48, incl.	6-25-17	14519	8-1-22	194	4	1.00	4.00
" 4 to 17, incl.	6-25-17	26174	8-1-22	279	14	1.00	14.00
Block 17 Lots 14 to 24, incl.	9-1-33	8199 to		723 to			
		8209	7-1-38	733	11	1.00	11.00
<u>Addition No. 1 to City Gardens Map No. 1443</u>							
Lots 85 to 88, incl.	6-30-30	38174	3-1-35	1027	4	1.00	4.00
" 90 to 92	6-30-30	38176	3-1-35	1028	3	1.00	3.00
" 95	6-30-30	38179	3-1-35	1029	1	1.00	1.00
Lots 96 to 98, incl.	9-1-33	8562	7-1-38	799	3	1.00	3.00
" 99	6-30-30	38181	8-1-35	1030	1	1.00	1.00
" 101	6-30-30	38183	8-1-35	1031	1	1.00	1.00
" 103	6-30-30	38185	8-1-35	1032	1	1.00	1.00
" 104	6-28-24	34012	10-1-36	--	1	1.00	1.00
" 108	6-30-30	38188	8-1-35	1033	1	1.00	1.00
" 109 to 116, incl.	6-30-30	38189	8-1-35	1034	8	1.00	8.00
" 121	6-29-26	38121	8-10-31	3532	1	1.00	1.00
" 122	9-1-33	8573	7-1-38	800	1	1.00	1.00
" 123	6-28-16	29754	8-4-21	--	1	1.00	1.00
" 124	6-29-29	108954	8-1-34	12167	1	1.00	1.00
" 125	6-30-30	38193	8-1-35	1035	1	1.00	1.00

DESCRIPTION	SOLD TO STATE	CERTIFI-DEED TO CATE NO. STATE	DEED NO.	LOTS	PRICE	TOTAL
(Addition No. 1 to City Gardens)					\$	\$
Lot 126	6-29-27	42873	8-10-32	3909	1	1.00
" 127	9-1-33	8577	7-1-38	801	1	1.00
" 128	6-30-30	38196	8-1-35	1036	1	1.00
" 129	6-30-30	38197	8-1-35	1037	1	1.00
" 131	9-1-33	8581	7-1-38	802	1	1.00
" 136	9-1-33	8584	7-1-38	803	1	1.00
" 137	6-30-30	38203	8-1-35	1038	1	1.00
" 139	6-25-17	26561	8-1-22	313	1	1.00
" 140	6-25-17	26563	8-1-22	315	1	1.00
" 142	6-25-17	26562	8-1-22	314	1	1.00
Lots 143 to 145, incl.	6-30-30	38206	8-1-35	1039	3	3.00
City Gardens Map No. 1422						
Lot 4	6-25-17	26526	8-1-22	307	1	1.00
" 8	6-25-17	26529	8-1-22	308	1	1.00
" 10	6-29-32	8142	7-1-37	916	1	1.00
" 30	6-28-24	33975	8-7-29	3050	1	1.00
" 33	6-25-17	26525	8-1-22	306	1	1.00
" 36	6-29-29	108913	8-1-34	12166	1	1.00
" 46	6-25-17	26540	8-1-22	310	1	1.00
" 63	6-29-26	38102	8-10-31	3531	1	1.00
" 65 and 66	6-30-30	38161	8-1-35	1025	2	2.00
Ocean Bay Beach Map No. 1189						
Block 103						
Lots 44 to 51, incl.	6-29-32	5183	7-1-37	767	8	8.00
Lot 59	6-29-32	5185	7-1-37	768	1	1.00
All NW of NELY prolongation of line between Lots 34 and 35 in Lot 60, Blk 103	6-29-32	5186	7-1-37	769	1	1.00

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Option to Purchase certain tax dedeed lands. Being Document No. 321786.

FRED W. SICK
City Clerk of the City of San Diego, California
By Helen M. Wallig Deputy

A G R E E M E N T

WHEREAS, CHAS. M. LUTES, is the owner of Duplex at 3671 & 3673 Pringle St. Lots 13 & 14 Block 39 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 1st day of July, 1940, by Chas. M. Lutes, that I will, for and in consideration of the permission granted me to remove 16 feet of curbing on Pringle St. street adjacent to 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 _____, 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.

CHAS. M. LUTES
Owner's Name
1322 Torrence St.
Address

STATE OF CALIFORNIA,)
) SS
County of San Diego)

On this 1st day of July, A.D. Nineteen Hundred and Forty, before me, Frank R. Meyer Jr a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Chas. M. Lutes 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) Notary Public in and for the County of San Diego,
My Commission Expires July 9, 1941 State of California.

RECORDED JUL 15 1940 10 min. past 9 A.M. in Book 1036 at Page 429, 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.
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 Chas. M.Lutes to City of San Diego. Being Document No. 321507.

FRED W. SICK
City Clerk of the City of San Diego, California
By Helen M. Wallig Deputy

A G R E E M E N T

WHEREAS, Mr. Fred M. Bullard are, is the owner of Lot 1 Block 188 Subdivision Middle-town, 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 20 day of June, 1940, by Mr. Fred M. Bullard that he will, for and in consideration of the permission granted him to remove 40 feet of curbing on Calif. St. & 10' on Pringle St. 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 so to do, and comply therewith at 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, 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.

FRED M. BULLARD
Owner's Name

STATE OF CALIFORNIA,)
County of San Diego) ss

On this 5th day of July, A.D. Nineteen Hundred and Forty, before me, the undersigned a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Fred M. Bullard 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) Marie D. Sparks
Notary Public in and for the County of San Diego,
My Commission Expires Nov. 10, 1943. State of California.

RECORDED JUL 15 1940 10 min. past 9 A.M. in Book 1036 at Page 427 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.

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 Fred M. Bullard to City of San Diego. Being Document No. 321527.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willig Deputy

A G R E E M E N T

WHEREAS, I Louise A. Brawn are, is the owner of 702 Market Lot E & F Block 85, Subdivision Horton 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 July, 1940, by that will, for and in consideration of the permission granted to remove 14 feet of curbing on 7 st 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 so to do, and comply therewith at 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, 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.

LOUISE A. BRAWN
Owner's Name
Pala, Calif. Address

STATE OF CALIFORNIA,)
County of San Diego) ss

On this 9th day of July, A.D. Nineteen Hundred and 40, before me, Crispulo Canta a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Louise A. Brawn 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) Crispulo Canta
Notary Public in and for the County of San Diego,
State of California.

RECORDED JUL 15 1940 10 min. past 9 A.M. in Book 1052 at Page 14 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy D. Cole

I bertify 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 Louise A. Brawn to City of San Diego. Being Document No. 321589.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willig Deputy

A G R E E M E N T

WHEREAS, CHAS. L. MCCARTHY are, is the owner of Lot G Block 116 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 3 day of July, 1940, by Chas L McCarthy that he will, for and in consideration of the permission granted him to remove 74 feet of curbing on 34 ft on 3rd Ave - 40 ft on J St. 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, 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.

CHAS. L. MCCARTHY
Owner's Name
110 D Ave. National City, Cal.
Address

STATE OF CALIFORNIA,)
County of San Diego) ss

On this 3 day of July, A.D. Nineteen Hundred and forty, before me, Lila Williams a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Chas. L. McCarthy 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 National City, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)
LILA WILLIAMS
Notary Public in and for the County of San Diego, State of California.
My Commission expires November 23, 1941

RECORDED JUL 15 1940 32 min. past 3 P.M. in Book 1052 at Page 19 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 HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from Chas. L. McCarthy to City of San Diego. Being Document No. 321610.
FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Wallig Deputy

AGREEMENT

WHEREAS, CECIL B. GROVE, is the owner of Real Estate known as Lot 1 & 2 Block 12 Subdivision Gardners' 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 ___ day of July, 1940, by Cecil B. Grove that he will, for and in consideration of the permission granted him to remove 90 feet of curbing on 18th & B 60 ft on 18th 30 ft on B St 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.

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.

CECIL B GROVE
Owner's Name
3216 Island St
Address

STATE OF CALIFORNIA,)
County of San Diego) ss

On this 10th day of July, A.D. Nineteen Hundred and Forty, before me, D.O.Lockman, Jr. a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Cecil B. Grove 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)
D. O. LOCKMAN JR.
Notary Public in and for the County of San Diego, State of California.
My Commission expires July 24, 1943.

RECORDED JUL 15 1940 31 min. past 3 P.M. in Book 1046 at Page 321 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

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 Cecil B. Grove to City of San Diego. Being Document No. 321611.
FRED W. SICK
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 Federal Savings & Loan Ass'n., formerly San Diego Building & Loan Ass'n., is the owner of Lot 5 Block 43 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 11th day of July, 1940, by San Diego Federal Savings & Loan Association that they will, for and in consideration of the permission granted them to remove 15 feet of curbing on India 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 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.

SAN DIEGO FEDERAL SAVINGS AND LOAN
ASSOCIATION Edwin Johnson Secretary
Owner's Name
1027 6th Avenue
Address

(SEAL)

STATE OF CALIFORNIA,)
County of San Diego) ss

On this 11th day of July, A.D. Nineteen Hundred Forty, before me, the undersigned a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Edwin Johnson, Secretary of the San Diego Federal Savings and Loan Association 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
March 19, 1944.

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

RECORDED JUL 15 1940 31 min. past 3 P.M. in Book 1046 at Page 320 of Official Records,
San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. Zervas
H. Knight

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 San Diego Federal Savings & Loan Assn. to City of San Diego. Being Document No. 321612.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willey Deputy

A G R E E M E N T

WHEREAS, FUNSTON C. JOHNSON are, is the owner of Lot 23-24 Block 14 Subdivision La Mesa Townsite 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 July, 1940, by Funston C. Johnson that he will, for and in consideration of the permission granted him to remove 35 feet of curbing on El Cajon Blvd. 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.

I further agree to 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.

FUNSTON C. JOHNSON
Owner's Name
7102 El Cajon
Address

STATE OF CALIFORNIA,)
County of San Diego) ss

On this 15th day of July, A.D. Nineteen Hundred and forty, before me, Clark M. Foote Jr. a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Funston C. Johnson 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 Mar. 20, 1943.

CLARK M. FOOTE JR
Notary Public in and for the County of San Diego,
State of California.

RECORDED JUL 22 1940 7 min. past 9 A.M. in Book 1046 at Page 383 of Official Records
San Diego Co., Cal. Recorded at request of Fred W. Sick City Clerk.

ROGER N. HOWE, County Recorder
By Deputy H. H. Erb

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 Funston C. Johnson to City of San Diego. Being Document No.321698.
FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Wallig Deputy

A G R E E M E N T

WHEREAS, W, TYERMAN, is the owner of Lot 9 Block 68 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 19 day of July, 1940, by _____ that I will, for and in consideration of the permission granted to to remove 12 feet of curbing on State St. street adjacent to the above described property, bind _____ to, and _____ hereby by there 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 _____ 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 _____, _____ 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.

WM TYERMAN

Owner's Name

2330 State St.

Address

STATE OF CALIFORNIA,)
County of San Diego) ss

On this 18th day of July, A.D. Nineteen Hundred and forty, before me, Theo.Fintzelberg a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Wm Tyerman 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.

THEO. FINTZELBERG

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

(SEAL)

RECORDED JUL 22 1940 7 min. past 9 A.M. in Book 1046 at Page 382 of Official Records, San Diego Co., Cal. Recorded at request of Fred W. Sick, City Clerk.

ROGER N. HOWE, County Recorder
By Deputy H.T.Erb

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 Wm Tyerman to City of San Diego; being Document No. 321802.

FRED W. SICK

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 11 day of July, 1940, 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 several years the City has been paying a portion of the expense of maintaining and operating a lookout on Lyons Peak and a Fire Guard Station in San Diego River in the vicinity of El Capitan Dam, and desire to continue so to do for the fiscal year 1940-41.

NOW, THEREFORE, in consideration of the premises, and of the matters and things herein after mentioned, the parties hereto agree together as follows:

The city agrees to pay to the Government during the fiscal year 1940-41 the total sum of Thirteen hundred and Twenty dollars (\$1320.00) payable at the rate of Two hundred and Twenty dollars (\$220.00) per month toward the expense of maintenance by the Government of Lyons Peak Lookout Service, and San Diego River Fire Guard Service. 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 1940-41, which said fiscal year begins July 1, 1940, 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 F.A.RHODES

City Manager

UNITED STATES FOREST SERVICE
By N.J.FARRELL

Forest Supervisor

I HEREBY APPROVE the form of the foregoing Agreement, this 13th day of July, 1940.
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 U.S.Forest Service for Lookout at Lyons Peak and Fire Guard on San Diego River. Being Document No. 321848.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Wallig Deputy

RENEWAL OF LEASE

IT IS HEREBY AGREED that the lease heretofore entered into on the 1st day of July, 1937, between THE CITY OF SAN DIEGO and SMITH-EMERY COMPANY, a corporation, which lease is on file with the City Clerk as Document No. 303625, for the testing laboratory in that certain building known as the Administration Building in Balboa Park, in the City of San Diego, State of California, is hereby renewed for the term of two (2) years, commencing on the 1st day of July, 1940, and ending on the 30th day of June, 1942. Said lease is renewed upon the same terms, conditions and covenants contained therein, with like force and effect to all intents and purposes as if every article, clause, matter and thing contained therein were inserted and contained in this agreement for renewal, subject only to the change of the term thereof as herein provided.

IN WITNESS WHEREOF, this agreement 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. 71739 of the Council authorizing such execution, and the Lessee has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, this 2nd day of July, 1940.

THE CITY OF SAN DIEGO Lessor
By F.A.RHODES
City Manager
SMITH-EMERY COMPANY, Lessee
By E.O.SLATER
Pres.

ATTEST:
M.F.SCHROEDER

I HEREBY APPROVE the form of the foregoing Renewal of Lease this 1st day of July, 1940.

D.L.AULT, City Attorney
By JAMES J. BRECKENRIDGE
JAMES J. BRECKENRIDGE, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Renewal of Lease with Smith-Emery Co. on testing laboratory in Balboa Park. Being Document No. 321854.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willey Deputy

AMERICAN SURETY COMPANY OF NEW YORK.
Capital \$5,000,000.
CONTRACT BOND.

KNOW ALL MEN BY THESE PRESENTS: That we, GLEN C. HOLBERT doing business as ACME PIPE COMPANY as principal, and AMERICAN SURETY COMPANY OF NEW YORK, a corporation duly organized and existing under the laws of the State of New York and duly authorized to transact business in the State of California, as surety, are held and firmly bound unto the CITY OF SAN DIEGO in the sum of THREE HUNDRED TWENTY-EIGHT & NO/100 DOLLARS (\$328.00) for the payment whereof well and truly to be made we and each of us bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED, with our seals and dated this 22nd day of July A.D. 1940.

The condition of the above obligation is such that, WHEREAS, the above named bounden Glen C. Holbert doing business as Acme Pipe Company entered into a contract dated July 22, 1940 with the said City of San Diego by the terms and conditions of which said contract said Glen C. Holbert doing business as Acme Pipe Company agreed to furnish 4000 feet of 3/4 inch standard weight black pipe and 8000 feet of 2 inch standard weight black pipe as per plans and specifications, and furnish all the work and material necessary therefor, in accordance with the plans and specifications therefor, as will more fully appear in said contract, reference to which is hereby made:

-NOW, THEREFORE, if the above bounden Glen C. Holbert d.b.a. Acme Pipe Company shall well and truly perform the work contracted to be performed under said contract, then this obligation to be null and void; otherwise to remain in full force and effect. No right of action shall accrue under this bond to or for the use of any person other than the said Glen C. Holbert d.b.a. Acme Pipe Company.

GLEN C. HOLBERT
American Surety Company of New York
By ROSCOE S. PORTER
Attorney-in-fact(SEAL)

STATE OF CALIFORNIA)
County of San Diego) ss.

On this 22nd day of July in the year of 1940 before me AUGUSTA COSGROVE, a Notary Public, in and for the said County and State; residing therein, duly commissioned and sworn, personally appeared ROSCOE S. PORTER known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-Fact of the American Surety Company of New York, and acknowledged to me that he subscribed the name of the American Surety Company of New York 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 the day and year first above written.

(SEAL)

AUGUSTA COSGROVE
Notary Public in and for San Diego County.

My commission expires Jan.20, 1941

KNOW ALL MEN BY THESE PRESENTS, That GLEN C. HOLBERT, an individual doing business as the ACME PIPE COMPANY, 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 THREE HUNDRED TWENTY-EIGHT DOLLARS (\$328.00), 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 22 day of July, 1940.

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' - 3/4" standard weight black pipe @ \$ 4.46 per 100'
8000' - 2" " " " " @ \$ 13.98 " "

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:
Jessie F. Nealey

GLEN C. HOLBERT doing business as the
ACME PIPE CO.
Principal.

I hereby approve the form of the within Bond, this 23d day of July, 1940.

D.L.AULT
City Attorney
I hereby approve the foregoing bond this 22nd day of July, 1940
F.A.RHODES
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 22 day of July, 1940, 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 GLEN C. HOLBERT, doing business as the ACME 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 4000 feet 3/4" std. weight black pipe

8000 " 2" " " " "

in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 321205.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

4000' 3/4" std. weight black pipe @ \$ 4.46 per 100'	\$ 178.40
8000' 2" " " " " " @ \$13.98 " "	1,118.40

\$1,296.80

Less 2% discount for acceptance within 10 days

25.94

\$1,270.86

Plus California State Sales Tax

38.13

\$1,308.99

Said contractor agrees to begin delivery of said material within 30 days from and after the date of the execution of this contract, and to complete said delivery on or before the 1st day of September, 1940.

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 Three Hundred Eight and 99/100 Dollars (\$1,308.99), 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 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. 71808 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 F.A.RHODES
City Manager.

ATTEST:
JESSIE F. NEALEY

GLEN C. HOLBERT
Contractor

I hereby approve the form of the foregoing contract, this 22 day of July, 1940.

D.L.AULT
City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Acme Pipe Company for standard weight black pipe. Being Document No. 321969.

FRED W. SICK
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 1st day of July, 1940, 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 HOWARD S. WRIGHT, doing business under the name and style of WRIGHT'S AUTO PARK, 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, more particularly described as follows, to-wit:

Beginning at a point 599.40 feet northerly from the north line of Broadway on the westerly line of Pacific Highway (formerly Atlantic Street), as said westerly line is shown upon Municipal Tideland Subdivision Tract No. 1, filed in the office of the City Clerk of The City of San Diego as Document No. 100007; thence northwesterly at right angles to said westerly line of Pacific Highway a distance of 102.02 feet to the true point or place of beginning; thence north 0° 01' 40" east a distance of 100.60 feet to a point; thence north 89° 58' 20" west a distance of 265.73 feet to a point; thence south 45° 01' 40" west a distance of 30.5 feet to a point; thence north 89° 58' 20" west a distance of 110.80 feet to a point; thence south 0° 01' 40" west a distance of 338.42 feet to a point; thence south 89° 58' 20" east a distance of 51.50 feet to a point; thence north 0° 01' 40" east a distance of 92.50 feet to a point; thence north 6° 46' 40" east, a distance of 119.83 feet to a point; thence south 89° 58' 20" east a distance of 311.25 feet to a point; thence north 50° 08' 50" east a distance of 27.73 feet to a point; thence north 0° 01' 40" east a distance of 30.10 feet to the true point or place of beginning, containing an area of 68,032 square feet, or 1.56 acres.

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 five (5) years beginning on the 1st day of July, 1940, and ending on the 30th day of June, 1945, unless sooner terminated as herein provided, at the following rentals:

A sum of money equal to fifteen per cent (15%) of the total gross receipts derived from parking, five per cent (5%) of the total gross receipts derived from service sales, three per cent (3%) of the total gross receipts derived from the sale of merchandise, and one per cent (1%) of the total gross receipts derived from the sale of used cars; PROVIDED, HOWEVER, that the minimum rental to be paid hereunder shall be one hundred dollars (\$100.00) per month; said rentals to be paid as follows:

One hundred dollars (\$100.00), payable in advance on the first day of each and every month during the term of this lease. The balance of said rentals, based upon the percentages hereinabove set forth, shall be payable annually on the ____ day of ____ of each and every year during the term of this lease.

In this connection the lessee hereby covenants and agrees that he will at all times during the life of this lease keep true, accurate and complete records of all sales made by him at the leased premises, and at the close of each fiscal year he will render a statement to the lessor showing all sales made by him on said leased premises during the preceding year, together with the amount 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 annual statements of sales hereinabove required to be made.

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 an auto park, including the business of selling used cars and parts, gasoline, oil and tires, and/or any other business in connection with the conduct and maintenance of an auto park not inconsistent with the laws under which the leased land is held by the City. The lessee shall have the right to construct such buildings as may be necessary or convenient for conducting or carrying on the above-named 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 him.

(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 and the Planning Commission of said City.

(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 that the lessee shall fail to establish and maintain the business above provided for upon the said leased 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 him under this lease undertaken, 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.

(6) Reference is hereby made to all laws as now existing, or 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.

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 VAN DEMAN
EMIL KLIKA
WILLIAM HARPER
Members of the Harbor Commission

HOWARD S. WRIGHT Lessee.
Doing business under the name and style of
WRIGHT'S AUTO PARK.

I hereby approve the form of the foregoing Lease this 3d day of July, 1940.
D.L.AULT City Attorney
By H.B.DANIEL
Assistant City Attorney.

EXHIBIT A (Harbor Dept. Drawing Number 1-53-B)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Lease with Howard S. Wright covering parking lot on tidelands. Being Document No. 321981..
FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Wilkey Deputy

KNOW ALL MEN BY THESE PRESENTS, That AUSTIN SAFE & DESK COMPANY, a corporation, as Principal and CONTINENTAL CASUALTY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Indiana, 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 THREE HUNDRED TWENTY-ONE DOLLARS (\$1,321.00), 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 25th day of July 1940.

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: 3000 - #143 Royal Metal Manufacturing Company steel folding chairs, 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.

AUSTIN SAFE & DESK COMPANY
By WALTER M. BREWER, Pres Principal.

CONTINENTAL CASUALTY COMPANY
By L.R.VILLARS(L.R.VILLARS)
Attorney-in-Fact Surety. (SEAL)

ATTEST:
JOHN H. IRWIN

STATE OF CALIFORNIA)
County of Los Angeles) ss.

On this 25th day of July, 1940, before me, E.M.Knox, a Notary Public in and for the County and State aforesaid, residing therein, duly commissioned and sworn, personally appeared L.R.Villars and known to me to be the person whose name is subscribed to the within instrument as the attorney-in-fact of the Continental Casualty Company, and acknowledged to me that he subscribed the name of the Continental Casualty Company thereto as principal and his own name as Attorney-in-fact.

E.M.KNOX
Notary Public in and for the County of Los Angeles
State of California (SEAL)

My Commission Expires 19 My Commission Expires February 16, 1944

I hereby approve the form of the within Bond, this 26th day of July, 1940.
D.L.AULT
City Attorney.

I hereby approve the foregoing bond this 26th day of July, 1940.
F.A.RHODES
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 25th day of July, 1940, 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 AUSTIN SAFE & DESK 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: 3000 - #143 Royal Metal Manufacturing Company steel folding chairs, together with necessary sectionizing material for joining the chairs in gangs of four, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 321362.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

3000 steel folding chairs @ \$1.71 each \$5,130.00
Plus California State Sales Tax, 153.90
\$5,283.90

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 8th day of August, 1940.

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: Five Thousand Two Hundred Eighty-three and 90/100 Dollars (\$5,283.90), 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. 71801 of the Council 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 in this agreement first above written.

THE CITY OF SAN DIEGO
By F.A. RHODES
City Manager

AUSTIN SAFE & DESK COMPANY (SEAL)
By WALTER M. BREWER Pres.

ATTEST:
JOHN H. IRWIN

Contractor.

I hereby approve the form of the foregoing contract, this 26 day of July, 1940.
D.L. AULT

City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Austin Safe & Desk Company for 3000 folding chairs. Being Document No. 322031.

FRED W. SICK

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 27th day of July, 1940, 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. 71892, duly adopted by the Council of The City of San Diego on the 23rd day of July, 1940, 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 1940-41, 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, 1941, 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, 1940; and on the first day of March, 1941; and on the first day of June, 1941.

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. 71892, 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 F.A. RHODES
City Manager.

WALTER W. COOPER
Party of the Second Part.

I hereby approve the form of the foregoing Agreement this 27th day of July, 1940.
D.L. AULT

City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Walter W. Cooper. Being Document No. 322032.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willey Deputy

KNOW ALL MEN BY THESE PRESENTS, That MISSION PIPE & SUPPLY COMPANY, a corporation, 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, 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 SEVEN HUNDRED FIVE DOLLARS (\$705.00), 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 July, 1940.

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' 3/4" copper 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.

MISSION PIPE & SUPPLY COMPANY,
Paul O Vance, Pres.

ATTEST:
Arthur F.H.Wright
Secy.

Principal (SEAL)

HARTFORD ACCIDENT AND INDEMNITY COMPANY
By Geo. H. Murch Attorney in Fact
Surety.

ATTEST:
M. Shannon (SEAL)

STATE OF CALIFORNIA,)
County of San Diego) ss.

On this 29th day of July, before me, MARSTON BURNHAM, in the year one thousand nine hundred and forty, 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 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 29th day of July, 1940.
D.L.AULT

City Attorney

I hereby approve the foregoing bond this 29th day of July, 1940.

F.A.RHODES
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 July, 1940, 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 MISSION PIPE & 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:

20,000 feet 3/4", type K, copper tubing, and
2,000 " 1", " " " " "

in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 321203.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

20,000' 3/4" type K copper tubing @ \$0.1256 per foot	\$2512.00
2,000' 1" " " " " " @ \$0.1538 " "	307.60
	<hr/> \$2819.60

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 _____, 193_____.

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:

Two Thousand Eight Hundred Nineteen and 60/100 Dollars (\$2819.60), 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. 71799 of the Council 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 in this agreement first above written.

THE CITY OF SAN DIEGO.

By F.A. RHODES

City Manager.

ATTEST:

ARTHUR F. H. WRIGHT

Secy.

MISSION PIPE & SUPPLY COMPANY,

PAUL O. VANCE, Pres.

Contractor

(SEAL)

I hereby approve the form of the foregoing contract, this 29th day of July, 1940.

D.L. AULT City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Mission Pipe & Supply Co. for Copper tubing. Being Document No. 322053.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Walling Deputy

AGREEMENT GOVERNING THE CONNECTION OF AN OUTFALL SEWER LINE
OF THE CITY OF LA MESA WITH THE SEWAGE SYSTEM OF THE CITY OF
SAN DIEGO.

THIS AGREEMENT, entered into this 30th day of July, 1940, by and between the CITY OF SAN DIEGO, a municipal corporation in the State of California, and the CITY OF LA MESA, a municipal corporation in the State of California, WITNESSETH:

THAT, WHEREAS, the City of La Mesa is desirous of constructing a main outfall sewage line from its boundaries to a point within the City of San Diego where it is intended that a connection of said line shall be made with the sewage disposal system of the City of San Diego; and

WHEREAS, as a part of such construction the said City of La Mesa contemplates the construction of a 18" inch sewage line lying entirely within the corporate boundaries of the City of San Diego for a distance of 19,300 feet, which sewage line when completed will constitute a part of the sewage system of the City of San Diego and will be available for the use of the inhabitants of said City of San Diego within the territory through which said line is to be installed, and which line shall further be subject to the rules and regulations of the City of San Diego pertaining to the connection by the inhabitants of the City of San Diego to the City's sewer lines; and

WHEREAS, it is contemplated by said City of La Mesa that the installation of that portion of said proposed sewer line within the City of San Diego shall be entirely at the cost and expense of the City of La Mesa, and upon its completion it will be surrendered to the City of San Diego without charge of any kind to said City of San Diego; and

WHEREAS, in exchange for the benefits thus to be derived by said City of San Diego, the said City of La Mesa proposes to connect the terminus of said line within said City of San Diego to an existing sewer line of said City, with a result that the sewage collected by said City of La Mesa will be disposed of through the sewage collection and disposal system of the City of San Diego; and

WHEREAS, the location of the said proposed sewer line within the City of San Diego and the plans and specifications for the construction thereof, are specifically delineated and described in Schedule "A" attached hereto and incorporated herein and made a part of this agreement by this reference; and

WHEREAS, the electors voting at an election in said City of La Mesa duly and regularly called and held on the 6th day of June, 1940, by a majority in excess of two-thirds of such electors voting at said election, approved the execution of this agreement on behalf of said City of La Mesa;

NOW, THEREFORE, for and in consideration of the premises and the mutual and respective promises, covenants and agreements of the parties hereto herein particularly set forth, it is hereby agreed as follows, to-wit:

1. The City of San Diego does hereby grant to the City of La Mesa the right to construct and maintain an 18 inch sewer line in connection with the sewage collection and disposal system of said City of La Mesa within the City of San Diego in the location designated in said Schedule "A" attached hereto and constituting a part of this agreement.

2. The City of La Mesa does hereby agree to construct said 18' inch sewer line within the location set forth in said Schedule "A" and in accordance with the specifications therein provided, and further subject to the inspection and approval of the City of San Diego, and entirely at the expense of said City of La Mesa.

3. The City of San Diego does hereby grant to the City of La Mesa the right to connect said sewer line when completed with the sewer line owned and operated by the City of San Diego and located at or near the junction of Federal Boulevard and Home Avenue in said City of San Diego.

4. The City of La Mesa hereby agrees to make such connection at a point satisfactory and agreeable to the City of San Diego, and in such manner as the City of San Diego shall require, and subject to the inspection and approval of said City of San Diego.

5. The City of San Diego does hereby grant to the City of La Mesa a continuing right to enter upon the right of way in which the sewer line to be constructed by said City of La Mesa shall be located, for the purpose of effecting the repairs and replacements that may become necessary to permit the continued operation of said sewer line by the City of La Mesa, but the City of La Mesa is not hereby authorized or permitted to increase the capacity of said line beyond that provided by this agreement without the express consent in writing of the City of San Diego.

6. The City of La Mesa promises and agrees to maintain the sewer line to be constructed by it under this agreement in good operating condition entirely at its own expense.

7. For so long a period of time as said line shall continue to exist and be used by the City of La Mesa, the City of San Diego shall have the right to the free and unrestricted use thereof for the benefit of its inhabitants and for that purpose and without any special permission of the City of La Mesa being required, shall, and it is hereby authorized to connect any laterals or additional sewer lines to said line. In the event, however, that subsequent connections to said line by the City of San Diego shall so tax the capacity of said line as constructed by the City of La Mesa, as in the opinion of the officials of the City of San Diego to require an increase in the size and capacity of said line, the resultant expense shall be exclusively that of the City of San Diego, unless at such time the parties hereto shall make a new agreement to the contrary.

8. As a part of the consideration for this agreement and for the permission hereby given by the City of San Diego to the City of La Mesa to connect the line to be constructed by the City of La Mesa to the sewage disposal system of the City of San Diego, the City of La Mesa does hereby agree to pay to the City of San Diego its proportionate share of the costs of construction and maintenance of any sewage disposal plant which the City of San Diego shall hereafter construct into which sewage from the City of La Mesa shall flow.

The proportion of the costs of construction, maintenance and operation of such plant to be born by each of the parties hereto, shall be determined as follows:

1. COST OF CONSTRUCTION.

It is anticipated that the cost to the City of San Diego in the construction of the proposed treatment and disposal plant into which the sewage of the City of La Mesa will be conducted, will approximate Four Hundred Six Thousand Dollars (\$406,000.00), of which the share of the City of La Mesa should be five per cent (5%), or a total of Twenty Thousand Three Hundred Dollars (\$20,300.00), and the City of La Mesa hereby agrees to pay to the City of San Diego, and the City of San Diego hereby agrees to accept from the City of La Mesa as full payment for the proportion of the costs of the construction of said treatment and disposal plant to be born by the City of La Mesa, a sum equal to five per cent (5%) of the actual cost of such construction when fully completed, but in no event to be more than a total sum of Twenty Thousand Three Hundred Dollars (\$20,300.00), payable in ten (10) annual equal installments of Two Thousand Three Hundred Dollars (\$2,030.00), beginning on the 1st day of May, 1941, and continuing annually thereafter on the 1st day of May, until the same shall be entirely paid. Should five per cent (5%) of the actual cost of construction on final completion be less than said sum of \$20,300.00, then said payments shall cease when said City of La Mesa shall have so paid a sum equal to five per cent (5%) of the actual cost of construction.

2. OPERATION AND MAINTENANCE EXPENSE:

It is estimated that the cost of operation and maintenance of said treatment and disposal plant when completed shall approximate Ten Dollars (\$10.00) per million gallons, and the City of La Mesa hereby agrees to install at the point of the delivery of its sewage into the sewage system of the City of San Diego, a meter of sufficient size and capacity, under the direction and subject to the approval of the City of San Diego, to accurately measure the flow of the sewage delivered by the City of La Mesa into the sewage system of the City of San Diego, and for a period of five (5) years, to begin upon the completion of the construction of the disposal plant, as determined by the officials of the City of San Diego in charge of the construction thereof, to pay to the City of San Diego a sum equal to Ten Dollars (\$10.00) per million gallons of sewage, as measured through said meter, but not more than a total of Six Dollars (\$6.00) per day; said payment to be made monthly upon the 15th day of each month, beginning on the 15th day of the month next following the completion of said disposal and treatment plant and the installation of said meter and continuing for said five year term. It is understood and agreed by and between the parties hereto that after the expiration of said five year term the cost of maintenance and operation of said plant shall be redetermined, after which the said City of La Mesa shall pay monthly the actual cost per million gallons of sewage delivered by the City of La Mesa into the said treatment plant as shall have been so determined.

9. The City of La Mesa agrees that until such time as said treatment and disposal plant has been completed by the City of San Diego, as determined by the officials of said City in charge of the construction thereof, the said City of La Mesa shall discharge into the sewage system of the City of San Diego only effluent from its Imhoff plant now operated by said City of La Mesa, and said City of La Mesa further agrees, until such time as it shall be permitted to discharge raw sewage into the sewage system of San Diego, as herein contemplated, to keep and maintain said Imhoff treatment plant in good operating condition and subject at all times to inspection on the part of the officials of the City of San Diego.

10. The respective officials of the City of San Diego and the City of La Mesa are hereby authorized and directed to immediately institute the proceedings and arrangements necessary to put this agreement into immediate effect.

IN WITNESS WHEREOF, this contract is executed by the City of San Diego, acting by and through the members of the Council of said City under and pursuant to a resolution authorizing said execution, and is executed by the City of La Mesa, acting by and through the members of the Council of said City under and pursuant to the result of an election held for the purpose of authorizing the execution hereof, on the 6th day of June, 1940.

(SEAL)

ATTEST: FRED W. SICK

City Clerk

(SEAL)

ATTEST: L. L. FREEMAN

City Clerk

THE CITY OF SAN DIEGO,
A Municipal Corporation
P.J. BENBOUGH
FRED W. SIMPSON
L.F. WEGGENMAN
ADDISON E. HOUSH
HERBERT E. FISH
HARLEY E. KNOX
A.E. FLOWERS

CITY OF LA MESA, A Municipal Corporation
BENJAMIN POLAK
W.A. SWANSON
H.W. HURLBURT
HARLIE RIPES
COLEMAN MARSHMAN

I HEREBY APPROVE the form of the foregoing Agreement this 30th day of April, 1940.

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 re connection of an outfall sewer line of The City of La Mesa with sewage system of The City of San Diego. Being Document No. 321583. FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willey Deputy

KNOW ALL MEN BY THESE PRESENTS, That MOTOR FUELS LTD., a corporation, as Principal and GENERAL CASUALTY COMPANY OF AMERICA, a corporation organized and existing under and by virtue of the laws of the State of Washington 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 TWELVE THOUSAND FIVE HUNDRED DOLLARS (\$12,500.00), 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 25th day of July 1940.

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, from time to time, as ordered or required by the City: Macmillan ethyl gasoline, Macmillan xtra octane gasoline, and Macmillan #95 gasoline, during the period beginning July 15, 1940 and ending June 30, 1941, in accordance with the (GEG.) 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:
ANDY ANDERSON

MOTOR FUELS LTD. (SEAL)
G.E.CROCKER, Secy. Principal.

GENERAL CASUALTY COMPANY OF AMERICA
By O.H.BEYER Attorney-in-Fact. (SEAL)
O.H.BEYER Surety.

STATE OF CALIFORNIA)
County of Los Angeles) ss.

On this 25th day of July A.D., 1940, before me, HAROLD T. BERG, a Notary Public in and for the County and State aforesaid, duly commissioned and sworn, personally appeared O.H.BEYER, Attorney-in-Fact of the GENERAL CASUALTY COMPANY OF AMERICA, to me personally known to be the individual and officer described in and who executed the within instrument, and he acknowledged the same, and being by me duly sworn, deposes and says that he is the said officer of the Company aforesaid, and the seal affixed to the within instrument is the corporate seal of said Company, and that the said corporate seal and his signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City of Los Angeles, County of Los Angeles, the day and year first above written.

(SEAL) Notary Public in and for the County of Los Angeles, State of California.
My Commission expires
March 29, 1944

I hereby approve the form of the within Bond, this 29th day of July, 1940.
D.L.AULT City Attorney
By H.B.DANIEL Deputy City Attorney.

I hereby approve the foregoing bond this 29th day of 1940.
F.A.RHODES
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 25th day of July 1940, 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 MOTOR FUELS LTD. 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 the City, from time to time as ordered or required by the City: Macmillan ethyl gasoline, Macmillan xtra octane gasoline, and Macmillan #95 gasoline, during the period beginning July 15, 1940 and ending June 30, 1941.

Said gasoline shall be in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 321161.

Said contractor hereby agrees to furnish and deliver said gasoline at and for the following prices, to-wit:

Macmillan ethyl gasoline	@ \$0.1240 per gal.
Macmillan xtra octane gasoline	@ \$0.1040 " "
Macmillan #95 gasoline	@ \$0.10 " "

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 that if during the life of the contract the price of like grades of gasoline in like quantities, delivered by major gasoline companies to points within the County of San Diego to the State of California, County of San Diego, or cities located within the County of San Diego be reduced below prices in effect at the time of entering into this contract, then the contractor shall automatically reduce prices to The City of San Diego to such lower figure.

Said price per gallon on each grade of gasoline, as hereinabove stated, includes the California State Sales Tax, but does not include the Federal tax. The City of San Diego agrees to pay any additional tax imposed by law over taxes now existing in the event the City is not exempt from such tax.

The City agrees that it will purchase from the contractor, during the period of this contract, all of its requirements of the several grades of gasoline hereinabove described, and that the minimum total requirements during the period from July 15, 1940 to June 30, 1941, will be 480,000 gallons or 40,000 gallons per month, 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 contractor 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 contractor as follows:

Payments will be made monthly for gasoline purchase 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 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 deliver and cause to be delivered all of said gasoline, 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.

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. 71800 of the Council 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 in this agreement first above written.

THE CITY OF SAN DIEGO,
By F.A. RHODES
City Manager

MOTOR FUELS LTD.,
Contractor (SEAL)
By G.E. CROCKER,
Secy.

ATTEST: ANDY ANDERSON

I hereby approve the form of the foregoing contract, this 29th day of July, 1940.

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 Motor Fuels, Ltd. for gasoline. Being Document No. 322054.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Wilby Deputy

AGREEMENT

THIS AGREEMENT, entered into this 16th day of July, 1940, by and between THE CITY OF SAN DIEGO, a municipal corporation, of the County of San Diego, State of California, hereinafter designated as the Party of the First Part, and the COUNTY OF SAN DIEGO, a political subdivision of the State of California, hereinafter designated as Party of the Second Part, WITNESSETH:

WHEREAS, in the interest of more efficient law enforcement, it is desirable that the parties hereto have and maintain close cooperation with surrounding towns and cities in blocking the escape of criminals and apprehending them prior to their departure from the County of San Diego; and

WHEREAS, to this end the parties hereto desire to arrange for the installation and operation of a remote control service from Radio Station KGZD, operated by Party of the First Part, and said Party of the Second Part is willing to enter into such an arrangement; NOW, THEREFORE,

In consideration of the payments to be made by Party of the Second Part to Party of the First Part, as hereinafter set forth, and in further consideration of greater and more efficient law enforcement, the parties hereto agree with each other as follows:

A. Party of the First agrees as follows:

(1) That it will build and install one (1) remote control console in the Sheriff's office of Party of the Second Part;

(2) That it will install underground cable from said Sheriff's office to the existing cable at Front Street and Broadway in the City of San Diego, now operated by Party of the First Part.

(3) That it will furnish all labor necessary to maintain receivers, portable mobile transmitters, remote controls, and remote relay stations now owned by Second Party, or which it may subsequently acquire, up to, but not to exceed, fifty (50) receivers and twenty-five (25) portable mobile transmitters.

(4) That it will perform and do all necessary testing, engineering, installation and maintenance required to install and maintain a complete two-way system, (it being understood by the parties hereto, that two (2) remote relay stations will be required for said purpose, but that additional remote relay stations may be added as required).

(5) That it will furnish all labor necessary to install portable mobile transmitters and receivers in the cars of Second Party as required.

(6) That it will maintain a 500 Watt and 400 Watt transmitter in good condition at all times, and that the Sheriff of Second Party shall have unlimited use of such transmitters, subject only to the operating rules and regulations imposed by the Federal Communications Commission and the Superintendent of the Electrical Division of First Party.

(7) That it will furnish the services of qualified radio technicians for general radio service work, not to exceed sixteen (16) hours in any one day, from 7:30 A.M. to 12:00 midnight.

B. Party of the Second Part agrees as follows:

(1) That it will pay to First Party the sum of Two Thousand Dollars (\$2,000.00) per annum during the term hereof; and it is mutually agreed that for the convenience of both parties, said annual payment shall be divided equally in ten (10) monthly installments of Two Hundred Dollars (\$200.00) each, beginning on the 1st day of September, 1940, to and including

the 1st day of June following, with like payments during every year of the term hereof.

(2) That it will furnish all parts and materials for construction and installation of any equipment necessary in the maintenance of the radio system which it shall operate as herein provided.

(3) That it will purchase transmitters and receivers for its mobile equipment of such manufacture as recommended by the Superintendent of the Electrical Division of First Party, and the Sheriff of Second Party.

(4) That it will furnish the electric current for the operation of any equipment necessary in the proper functioning and maintenance of its part of said radio system.

(5) That it will furnish transportation as deemed necessary by the Superintendent of the Electrical Division of First Party in complying with the terms of this agreement set forth in Paragraph A hereof.

This agreement shall be for a term of two (2) years and shall continue until terminated by either party by giving to the other in writing six (6) months notice of such intention to terminate.

In the event of a breach of any of the terms hereof by either party, then in that event the other party, by resolution of its legislative body, may terminate this agreement, which termination shall take effect thirty (30) days after notice of the adoption thereof.

IN WITNESS WHEREOF, this agreement is executed by Party of the First Part, by and through its City Manager, under and pursuant to a resolution of its Council, No. 71838, adopted the 16th day of July, 1940; and Party of the Second Part has executed this agreement by the Chairman of its Board of Supervisors, under and pursuant to a resolution adopted by said Board, authorizing the same, on the 22nd day of July, 1940, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO,
Party of the First Part
By F.A.RHODES City Manager

COUNTY OF SAN DIEGO,
Party of the Second Part.
By T. LE ROY RICHARDS
Chairman of Board of Supervisors.

I HEREBY APPROVE the form of the foregoing Agreement, this 12th day of July, 1940.

D.L.AULT, City Attorney
By JAMES J. BRECKENRIDGE
James J. Breckenridge, Deputy

I HEREBY APPROVE the form of the foregoing Agreement, this 22nd day of July, 1940.

JAMES B. ABBEY, District Attorney
By V.C.WINNEK
Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with County of San Diego for remote radio control for Sheriff's office. Being Document No. 321636.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willig Deputy

STATE OF CALIFORNIA

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

WHEREAS, Under the provisions of an Act of the Congress of the United States, entitled "An Act to provide for the survey of the public lands in California, the granting of preemption rights therein, and for other purposes," approved March third, eighteen hundred and fifty-three, there was granted to the State of California, the sixteenth and thirty-sixth sections of each township in said State and lands selected in lieu thereof under the provisions of said Act and also under the provisions of subsequent Acts of said Congress of the United States; and whereas, the Legislature of the State of California has provided for the sale and conveyance of said lands by statutes enacted from time to time; and whereas, it appears by the certificate of the Executive Officer of State Lands Commission No. 18850, issued in accordance with the provisions of law, bearing date the 29th day of May, 1940, that the tracts of land hereinafter described have been duly and properly located in accordance with law, that the laws in relation thereto have been complied with, that payment in full has been made, and that CITY OF SAN DIEGO is entitled to receive a patent therefor;

NOW, THEREFORE, The State of California hereby grants to the said CITY OF SAN DIEGO the said tracts of land located as aforesaid, and which are known and described as follows, to wit:

Lot three (or the fractional southwest quarter of the southeast quarter) of fractional Section thirty-six (36), Township fourteen (14) south, Range one (1) west, San Bernardino Meridian, subject to rights of way granted to the United States by an act of the Legislature, approved May 18, 1921 (Chapter 173, Statutes of California, 1921), for the uses prescribed in the act of Congress, approved June 17, 1902, relating to irrigation and reclamation; reserving to the State of California all oil, gas, oil shale, coal, phosphate, sodium, gold, silver, and all other mineral deposits contained in said land, and further reserving to the State of California, and persons authorized by the State, the right to drill for and extract such deposits of oil and gas; or gas, and to prospect for, mine, and remove such deposits of other minerals from said land, and to occupy and use so much of the surface of said land as may be required therefor, upon compliance with the conditions and subject to the provisions and limitations of the act of the Legislature, approved March 24, 1938 (Chapter 5, Statutes of California, 1938, extra session), and further reserving in the people the absolute right to fish thereupon as provided by Section 25 of Article I of the Constitution of the State of California, containing thirty-two and forty-three hundredths (32.43) acres.

IN TESTIMONY WHEREOF, I CULBERT L. OLSON Governor of the State of California, have caused these Letters to be made Patent, and the Seal of the State of California to be hereunto affixed. Given under my hand at the City of Sacramento, this, the 11th day of June, in the year of our Lord one thousand nine hundred and forty.

(SEAL) ATTEST: Paul Peek

CULBERT L. OLSON Governor of State
Countersigned WEBB SHADLE Executive Officer
State Lands Commission

RECORDED JUL 22, 1940 7 min. past 9 A.M. in Book 1044 at Page 457 of Official Records, San Diego Co., Cal. Recorded at request of Fred W. Sick.

ROGER N. HOWE, County Recorder
By Deputy H.I.ERB

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

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 Patent from State of California to City of San Diego covering land in San Vicente Reservoir Basin. Being Document No. 321736.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Wallig Deputy

IN THE MATTER OF PETITION OF THE CITY OF SAN DIEGO FOR EASEMENT AND RIGHT OF WAY FOR THE CONSTRUCTION OF PIPE LINE.

ON MOTION of Supervisor Bellon, seconded by Supervisor Hart, the following resolution is adopted by the Board of Supervisors:

WHEREAS, the City of San Diego, by Fred D. Pyle, Hydraulic Engineer, of said City, has presented to the Board of Supervisors of the County of San Diego, a petition (Document No. 8981), praying that the said City of San Diego be granted the privilege of laying, operating and maintaining a ten inch cast iron water pipe line in and along a County Highway, in said petition particularly described; and

WHEREAS, it has been made to appear to the Board of Supervisors of San Diego County that the laying, operating and maintaining of said water pipe line of said City of San Diego is for a lawful purpose, to wit: the conducting of water impounded by the City of San Diego to the Marine Camp known as Camp Holcomb; and

WHEREAS, authority is given and delegated to the Boards of Supervisors of the several counties of the State of California to grant the use of public roads and highways for all lawful purposes upon such terms and conditions and restrictions as in their judgment may be necessary and proper and in such manner as to cause the least possible obstruction and inconvenience to the traveling public.

THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the County of San Diego, State of California, that permission be, and it is hereby given and granted to the City of San Diego and to the Council of said City to lay, operate and maintain in and along the highway hereinafter designated, subject to the conditions herein specified, a ten inch water pipe line for the purpose of conducting and conveying water impounded and controlled by the said City of San Diego to the Marine Camp known as Camp Holcomb.

The particular highway, along which said pipe line is to be laid, is described as follows:

"Beginning at a point on the present existing public highway known as County Road Survey No. 341, at its intersection with the easterly boundary line of the City of San Diego; thence in an easterly direction a distance of about 17,460 feet to an intersection with the present existing public highway known as State Highway No. 395 from Murphy Canyon to Escondido."

The conditions under which the right to use said highway is granted are as follows:

Said pipe line shall be laid parallel with and seventeen (17) feet south of the center of said highway, and said pipe shall be laid, so that the top of the pipe will be two (2) feet below the surface of the ground, all as shown on the drawing attached to the petition and on file in the office of the Clerk of the Board of Supervisors.

That the City of San Diego undertake and agree to save the County and the traveling public free from any damages growing out of any injury sustained by the County or by the traveling public by reason of the use of said highway by the said City in laying, operating or maintaining said pipe line; that the City will require any contractors or other person authorized by it to construct said pipe line to be held responsible for keeping said road open and safe for travel at all times by the public, in so far as they may be affected by their operations, also that the City of San Diego will leave the present highway in as good condition as the same now is and in the event that the payment on said road is disturbed the same shall be replaced by said City at no cost to the County; also that the backfill shall be puddled where pipe line follows the traveled road.

The permission here granted is understood to be only such permission as the Board of Supervisors of the County of San Diego has authority to grant, and that the County of San Diego makes no representation or guarantee of its rights to the use or possession of said highway herein designated.

Passed and adopted by the Board of Supervisors of the County of San Diego, State of California, this 1st day of July, 1940, by the following vote, to wit:

AYES: Supervisors Bellon, Richards, Faddis, Warner and Hart

NOES: Supervisors None

ABSENT: Supervisors None

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.

J.B.MC LEES, County Clerk and ex officio Clerk of the Board of Supervisors

(SEAL) By L. O'KENNEDY Deputy

RECORDED JUL 22 1940 7 min. past 9 A.M. in Book 1044 at Page 458 of Official Records, San Diego Co., Cal. Recorded at request of Fred W. Sick.

ROGER N. HOWE, County Recorder
By Deputy H.I.ERB

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

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 Permit from County for Water pipe to Camp Holcomb, Marine Camp. Being Document No. 321737.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Wallig Deputy

A G R E E M E N T

WHEREAS, Myrtle S. Langsett, is the owner of Lots 11 & 12, Block "L" 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 23 day of July, 1940, by Myrtle S. Langsett that she will, for and in consideration of the permission granted to remove 12 feet of curbing on street adjacent to the above described property, bind 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 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.

MYRTLE S. LANGSETT

Owner's Name

4631-Kansas

Address

STATE OF CALIFORNIA,)
) SS
County of San Diego)

On this 23 day of July, A.D. Nineteen Hundred and Forty, before me, William C. Hill a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Myrtle S. Langsett 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 C. HILL

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

(SEAL)
My Commission Expires
Feb. 4, 1943.

RECORDED JUL 26 1940 1 min. past 1 P.M. in Book 1049 at Page 315 of Official Records, San Diego Co., Cal. Recorded at request of Owner.

ROGER N. HOWE, County Recorder

By Deputy D. Cole

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 Myrtle S. Langsett to the City of San Diego, California. Being Document No. 321961.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Wallis Deputy

A G R E E M E N T

WHEREAS, PAUL J. FISHER & ANNE F. FISHER are, the owner of 748 La Canada, La Jolla Lot 6 Block 36 Subdivision 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 20 day of July, 1940, by Paul J. Fisher that will, for and in consideration of the permission granted me to remove 18 feet of curbing on Folsom Drive 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 Anne F. Fisher, 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.

PAUL J. FISHER

Owner's Name

748 La Canada, La Jolla

Address

STATE OF CALIFORNIA,)
) ss
County of San Diego)

On this 20 day of July, A.D. Nineteen Hundred and forty, before me, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Paul J. Fisher 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, 1944

RECORDED JUL 26 1940 1 min. past 1 P.M. in Book 1049 at Page 314 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.

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 Paul J. Fisher to City of San Diego. Being Document No. 321965.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Wallis Deputy

A G R E E M E N T

WHEREAS, J.S.PERRY are, is the owner of SERVICE STATION SITE Lot One Block__Subdivision LEMON VILLA TRACT MAP #734 STREET ADDRESS 3404 EL CAJON BLVD. 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, 1940, by J.S.Perry that he will, for and in consideration of the permission granted him to remove 42 feet of curbing on El Cajon 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.

J.S.PERRY Owner's name
San Diego Club
Address

STATE OF CALIFORNIA,)
County of San Diego) ss

On this 12th day of July, A.D.Nineteen Hundred Forty, before me, Anna Hoffman a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared J. S. Perry 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) ANNA HOFFMAN
Notary Public in and for the County of San Diego,
State of California

RECORDED JUL 26 1940 1 min. past 1 P.M. in Book 1049 at Page 313 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.

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 J. S. Perry to City of San Diego. Being Document No. 321967.

FRED W. SICK
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 30th day of July, 1940, 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 PHIL D. SWING, an attorney, of said City, party of the second part, WITNESSETH:

THAT WHEREAS, The City of San Diego has by Resolution No. 71950, adopted July 30th, 1940, determined that it is to the best interests of The City of San Diego to employ the services of Mr. Phil D. Swing, as special water counsel, as contemplated by Section 53 of the Charter of The City of San Diego for the fiscal year 1940-1941, as hereinafter provided; and

WHEREAS, the said Phil D. Swing is willing to undertake said employment upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual promises herein contained, and for other good and valuable considerations, it is agreed as follows:

(1) That the party of the first part, by these presents, employs and retains the party of the second part for the fiscal year 1940-1941, beginning on the 1st day of July, 1940, and ending on the 30th day of June, 1941, 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 three hundred dollars (\$300.00) per month, which amount shall include the conduct of the appeal of the case, entitled, "The City of Coronado vs. The City of San Diego, et al." plus twenty-five dollars (\$25.00) per day for each and every day the party of the second part is actually engaged in Court in the trial of any other case or cases for and on behalf of The City of San Diego (excepting, however, the above described Coronado case), and for representing the City before any other tribunal or official in any matter in which the City may be interested when authorized so to do by the City Attorney and the City Manager, and plus such necessary expenses as may be incurred while so representing the City in such matters; same to be paid out of General Appropriations of The City of San Diego for the fiscal year 1940-1941, made available for that purpose.

(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. 71950, adopted by the Council of said City on the 30th day of July, 1940, 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 F.A.RHODES City Manager.

PHIL D. SWING Party of the Second Part.

I hereby approve the form of the foregoing Contract, this 30th day of July, 1940.

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 Phil D. Swing as Special Water Counsel. Being Document No. 322165.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willey Deputy

U.S.G.CO. BOND #1265631

KNOW ALL MEN BY THESE PRESENTS, That United States Pipe & Foundry Company, a 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 TWO THOUSAND TWENTY-EIGHT Dollars (\$2,028.00), 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 26 day of July, 1940.

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: 7,500 feet of 6" Class 150, B&S Super deLavaud, centrifugal cast iron pipe; and 3,000 " " 6" " 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
By D.B.STOKES VP

ATTEST:
H.A.HOOVER, Asst Secty

Principal
(SEAL)

UNITED STATES GUARANTEE COMPANY
By CELIA R. PETAR Surety
Celia R.Petar Attorney-in-Fact
And G.W.BELL
G.W.Bell Attorney-in-Fact
(SEAL)

ATTEST: The rate of premium on this Bond is \$2.50 per \$1,000, the total amount of premium charged is \$5.07.

STATE OF CALIFORNIA)
City and County of) SS.
San Francisco)

On this 26th day of July, in the year nineteen hundred and Forty, A.D., before me, Viola A. Garrison, 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.

(SEAL)
My Commission expires
December 23, 1942

VIOLA A. GARRISON
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 1st day of August 1940.

D.L.AULT

City Attorney.

By H.B.DANIEL

Asst. City Attorney

I hereby approve the foregoing bond this 1st day of August 1940.

F.A.RHODES

City Manager

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 1st day of August, 1940, 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, 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

7,500 feet of 6" Class 150, B&S Super deLavaud, centrifugal cast iron pipe,
3,000 " " 6" " 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. 321204.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

7,500' 6" Class 150, B&S Super deLavaud, centrifugal cast iron pipe, @ \$0.73 per foot; and
3,000' 6" Class 250, B&S Super deLavaud, centrifugal cast iron pipe, @ \$0.80 per foot.

Said prices do not include the California State Sales Tax.

The above price is based on shipping direct from contractor's foundry in the Birmingham District, Alabama, via rail and water. Contractor agrees to ship said pipe directly to the port of San Diego and not to move same through any other Pacific Coast port.

Said contractor agrees to begin delivery of said material within ten days from and after the date of the execution of this contract, and to complete said delivery on or before 20th day of September, 1940.

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: Eight Thousand One Hundred Eleven and 25/100 Dollars (\$8111.25), 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. 71798 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 F.A.RHODES
City Manager.

UNITED STATES PIPE & FOUNDRY COMPANY (SEAL)
D.B.STOKES V.P.
Contractor

ATTEST:
H.A.HOOVER, Asst Secty

I hereby approve the form of the foregoing contract, this 1st day of August, 1940.
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 United States Pipe and Foundry Company for 6" pipe C.I. Being Document No. 322207.
FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Wilby Deputy

KNOW ALL MEN BY THESE PRESENTS, That HERMAN CHILTON, 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 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 FORTY Dollars (\$340.00), 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 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 29th day of July 1940.

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: Magazines and newspaper subscriptions for the period beginning September 1, 1940 and ending August 31, 1941, 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.

HERMAN CHILTON Doing business under the
firm name and style of Herman Goldberger
Agency,
Principal

(SEAL)
ATTEST: I. TAYLOR
Resident Assistant Secy.

AMERICAN SURETY COMPANY OF NEW YORK
By A.E.KRULL Resident Vice-President
Surety

STATE OF CALIFORNIA,)
County of Los Angeles) ss:

On this 29th day of July, A.D. 1940, before me, Alvin L. Reese, a Notary Public in and for Los Angeles County, State of California, residing therein, duly commissioned and sworn, personally appeared A.E.Krull 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.

(SEAL)
My Commission expires
My Commission Expires July 16, 1944

ALVIN L. REESE
Notary Public in and for the County of Los Angeles,
State of California.

I hereby approve the form of the within Bond, this 5th day of August 1940.

D.L.AULT City Attorney
By J.H.MCKINNEY Deputy City Attorney
F.A.RHODES
City Manager

I hereby approve the foregoing bond this 5th day of August 1940.

CONTRACT

THIS AGREEMENT; made and entered into at The City of San Diego, State of California, this 29th day of July 1940, 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 CHILTON, 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: Magazine and newspaper subscriptions for the period beginning September 1, 1940 and ending August 31, 1941, all in accordance with the specifications therefor contained in Document No. 320903, 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-eight and 95/100 Dollars (\$1358.95).

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 Fifty-eight and 95/100 Dollars (\$1358.95), 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 material shall be 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. 71797 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 F.A.RHODES
City Manager

HERMAN CHILTON
an individual doing business under the
firm name and style of
HERMAN GOLDBERGER AGENCY

I hereby approve the form of the foregoing contract this 5th day of August, 1940.

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 Herman Goldberger Agency for magazines and newspaper subscriptions. Being Document No. 32222.

FRED W. SICK
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 31st day of July, 1940, 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, 1940, and ending June 30, 1941, 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 to so do by the City Manager of 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. 71839 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 F.A.RHODES City Manager.

CARL WILSON
Party of the Second Part

I hereby approve the form of the foregoing agreement this 5th day of August, 1940.

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 for services of Dr. Carl Wilson. Being Document No. 322228.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willey Deputy

U.S.G.BOND #1265696
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 _____ 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 New York ELEVEN THOUSAND ONE HUNDRED THIRTY-FIVE Dollars (\$11,135.00), 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 31 day of July 1940.

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: 4444 lineal feet of 24", Class 150, B & S cast iron pipe; 1872 lineal feet of 24" Class 200, B & S cast iron pipe; and Cast 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: (SEAL)
H.A.HOOVER
Asst Secty

UNITED STATES PIPE & FOUNDRY COMPANY
By D.B.HOPKINS Vice-President
Principal

UNITED STATES GUARANTEE COMPANY
By CELIA R PETAR
Celia R.Petar Attorney-in-fact
And
By A.O.FISKE
A.O.Fiske Attorney-in-fact
Surety

ATTEST: (SEAL)

The rate of premium on this Bond is \$2.50 per \$1,000
The total amount of premium charged is \$27.84

STATE OF CALIFORNIA }
City and County of } SS.
San Francisco }

On this 31st day of July, in the year nineteen hundred and Forty, A.D., before me, Viola A. Garrison, 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.

VIOLA A. GARRISON
Notary Public in and for the City and County of
San Francisco, State of California

(SEAL) My Commission expires December 23 1942

I hereby approve the form of the within Bond, this 7th day of August 1940

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

I hereby approve the foregoing bond this 7th day of August 1940.

F.A.RHODES
City Manager

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 31 day of July, 1940, 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

4,444 lineal feet 24" Class 150 cast iron pipe, B & S
1,872 " " 24" " " 200 " " " " " "

Cast iron fittings

1 - 16"x16"x24"	Class D, tee, all bell ends
4 - 24"	" " sleeves
3 - 24"x24"x 6"	" " blow off branches, 24" bell ends, 6" flanged end
1 - 24"x24"x 6"	" " tee, 24" bell end, 6" flanged end.
1 - 24"x24"x16"x16"	" " cross, all bell ends
1 - 24"x24"x 8"x 8"	" " cross, all bell ends
1 - 24"x24"x10"x10"	" " cross, " " "
4 - 16"x12"	" " reducers, 16" spigot, 12" bell
1 - 24"x24"x10"	" " wye, all bell ends
75,000# 24"	" " bends, standard castings
2 - 24"x24"x8"	" " tees, all bell ends

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

4444 lineal feet 24" cast iron pipe, per lin. ft.	\$ 5.75	\$25,553.00
1872 " " 24" " " " " "	\$ 6.55	12,261.60
1 - 16"x16"x24" tee	\$ 84.50	84.50
4 - 24" cast iron sleeves	\$ 32.10 ea	128.40
3 - 24"x24"x6" blow off branches	\$ 74.70 ea	224.10
1 - 24"x24"x6" tee	\$106.40	106.40
1 - 24"x24"x16"x16" cross	\$118.30	118.30
1 - 24"x24"x8"x8" cross	\$100.65	100.65
1 - 24"x24"x10"x10" cross	\$104.50	104.50
4 - 16"x12" reducers	\$ 22.30 ea	89.20
1 - 24"x24"x10" wye	\$161.20	161.20
75000# 24" bends, standard castings, per lb.	\$ 0.055	4,125.00
2 - 24"x24"x8" tees	\$ 91.50 ea	183.00
		\$43,239.85

Said prices do not include the California State Sales Tax which amounts to the sum of

1,297.20
\$44,537.05

Said contractor agrees to complete delivery of said material within 75 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: Forty-four thousand five hundred thirty-seven and 05/100 Dollars (\$44,537.05), 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. 71724 of the Council 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 in this agreement first above written.

THE CITY OF SAN DIEGO

By F.A.RHODES

City Manager

ATTEST: H.A.HOOVER

Asst Secty

UNITED STATES PIPE AND FOUNDRY CO. (SEAL)

By D.B.HOPKINS

Vice President

Contractor.

I hereby approve the form of the foregoing contract, this 7th day of August, 1940.

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 United States Pipe and Foundry Co. for 24" cast iron pipe. Being Document No. 322276.

FRED W. SICK

City Clerk of the City of San Diego, California

By

Helen M. Willey

Deputy

AGREEMENT

THIS AGREEMENT, made and entered into this 23rd day of July, 1940, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting by and through the 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 and its qualified agents are hereby authorized to operate and perform the duties established in City Ordinance No. 292 (New Series), as amended by Ordinance No. 618 (New Series) and any amendments thereto, such duties being known as the work of the City Pound, and that said Society shall carry out within The City of San Diego all orders of the Director of Public Health and/or the City Veterinarians for the control of rabies, established by City ordinance or State law or regulations of the State Board of Health.

II.

Said Society shall be required to execute all emergency orders for impounding stray animals or apprehending stray animals suspected of having rabies whenever reported by the Health Department, or by a governmental law enforcement agency, or by veterinarians or private individuals.

III.

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 o'clock A.M. to 12:00 o'clock noon. It is understood and agreed that said Society shall have the right to the free use of the old city pound premises, or some other suitable location, when necessary for field stock.

IV.

The duly authorized representatives of said Society so engaged in work under the provisions of the 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.

V.

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.

VI.

Said Society shall impound all biting dogs and other dogs suspected of having rabies, as provided by Ordinance, and whenever so ordered by the Director of Public Health or the City Veterinarian, and shall hold such dogs in isolation and quarantine pending the order of disposal by the Director of Public Health.

VII.

The Society shall collect, account for and deposit with the City Treasurer all fees and charges established by ordinance in connection with the work of the City Pound and in and about the performance of the duties required under this contract. All donations received by the Society in connection with the performance of said City pound work and of this contract, including donations received for the disposal of animals or their release from impoundment, shall also be accounted for and deposited with the City Treasurer.

VIII.

The Society shall provide sound-proof kennels for housing all barking dogs.

IX.

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 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: 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 throughout the term of the contract.

X.

That this agreement shall continue in force from and after its execution to and including June 30, 1941. 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.

APPROVED:
F.A. RHODES
City Manager.

ATTEST:
(MRS.) M.R. LYONS
(SEAL) Secretary

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.
By MRS. W.P.B. PRENTICE
President.

I hereby approve the form of the foregoing agreement this 9th day of August, 1940.
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 San Diego Humane Society for operation of dog pound. Being Document No. 322303.
FRED W. SICK
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 General Petroleum Corporation of California, is the owner of Lot 1, 2, 3, 4, 5 & 6 Block 38 Subdivision La Jolla Park, 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 15th day of July, 1940, by The General Petroleum Corporation that they will, for and in consideration of the permission granted them to remove 109 feet of curbing on 35 on Fay Ave 74 on Prospect 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 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.

GENERAL PETROLEUM CORP.
STEWART J. STRONACH Const. Supt.
Owner's Name
2625 E. 37th St. Los Angeles, Cal.
Address

STATE OF CALIFORNIA, }
County of Los Angeles. } ss

On this 15th day of July, A.D. Nineteen Hundred and Forty, before me W.B. MACADAMS & Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Stewart J. Stronach 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 Los Angeles, County of Los Angeles, State of California, the day and year in this certificate first above written.

(SEAL)

My Commission Expires July 24, 1940

W.B.MacADAMS
Notary Public in and for the County of Los Angeles
State of California

RECORDED AUG 5 1940 38 min. past 9 A.M. in Book 1056 at Page 183 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 General Petroleum Corporation of California to the City of
San Diego, California. Being Document No. 322105.

FRED W. SICK
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 6th day of August, 1940, by and between
THE CITY OF SAN DIEGO, a municipal Corporation, acting by and through the City Manager 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:

Said Society agrees to remove all dead animals from their shelter to The City of San
Diego's disposal dump.

The City of San Diego agrees to pay the Society the sum of One Dollar (\$1.00) per
working day, excluding holidays and Sundays, for this service, same to be payable monthly.

The 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, and 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 which may arise from
this service.

This Agreement shall be in effect until June 30, 1941, unless terminated by the giving
of thirty (30) days' written notice by either party.

IN WITNESS WHEREOF, The City of San Diego, by and through the City Manager, has
executed this agreement, and the Society, by and through the President and Secretary thereof,
has caused this agreement to be executed, the day and year first above written.

THE CITY OF SAN DIEGO
By F.A. RHODES
City Manager.
SAN DIEGO HUMANE SOCIETY FOR THE
PREVENTION OF CRUELTY TO CHILDREN
AND ANIMALS.
By MRS M.P.B. PRENTICE
President

(SEAL) ATTEST:
(MRS) M.R. LYONS

Secretary

I hereby approve the form of the foregoing agreement this 9th day of August, 1940.
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 San Diego Humane Society for removing Dead Animals. Being Document No. 322355.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willig Deputy

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 TWO THOUSAND 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 6th day of August, 1940.

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 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, repairs and surfacing
in said City, for the period beginning August 15, 1940, and ending August 15, 1941, in accord-
ance 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.

DALEY CORPORATION
By G.R. DALEY President
Principal
MARYLAND CASUALTY COMPANY
By F.F. EDELEN Its Attorney in Fact

(SEAL)
ATTEST: _____

(SEAL)
ATTEST: _____

Society

STATE OF CALIFORNIA, }
County of San Diego, } ss

On this 10th day of August, 1940, 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) C.D.MOORE
My Commission expires August 31st,1940 Notary Public in and for the County of San Diego,
State of California

STATE OF CALIFORNIA }
County of San Diego } ss.

On this 6th day of August, 1940, 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 13th day of August, 1940.

D.L.AULT
City Attorney

I hereby approve the foregoing Bond this 13th day of August, 1940.

F.A.RHODES
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 13th day of August, 1940, 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 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, repairs and surfacing in The City of San Diego, California, for the period beginning August 15, 1940, and ending August 15, 1941; all in accordance with the specifications therefor contained in Document No. 321530, on file in the office of the City Clerk of said City.

Deliveries of the materials above specified 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 materials above described at and for the following prices, to-wit:

Asphaltic base, at the following prices, based on a minimum of 7000 tons:

Under 100 tons	\$2.80 per ton
100 to 200 tons	\$2.35 per ton
Over 200 tons	\$2.25 per ton

Asphaltic wearing surface, San Diego Type, and/or

Sheet asphalt wearing surface, at the following prices, based on a minimum of 5000 tons:

Under 100 tons	\$3.60 per ton
Over 100 tons	\$3.15 per ton

Plant mixed surfacing, at the following prices, based on a minimum of 8500 tons:

Under 100 tons	\$2.50 per ton
100 to 200 tons	\$2.40 per ton
Over 200 tons	\$2.20 per ton

Said prices include the California State Sales Tax.

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 Asphaltic base, at the following prices, based on a minimum of 7000 tons:

Under 100 tons	\$2.80 per ton
100 to 200 tons	\$2.35 per ton
Over 200 tons	\$2.25 per ton

For Asphaltic wearing surface, San Diego type, and/or Sheet asphalt wearing surface, at the following prices, based on a minimum of 5000 tons:

Under 100 tons	\$3.60 per ton
Over 100 tons	\$3.15 per ton

For plant mixed surfacing, at the following prices, based on a minimum of 8500 tons:

Under 100 tons	\$2.50 per ton
100 to 200 tons	\$2.40 per ton
Over 200 tons	\$2.20 per ton

Said prices include the California State Sales Tax.

Said payments shall be made as follows:

Payment will be made for materials purchased in accordance with purchase orders and deliveries until ninety per cent (90%) of the materials to be purchased under the contract has been paid for. Payment for the final ten per cent (10%) of the materials 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 the expiration of the period within which liens may be filed under the provisions of Title IV, 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 to said 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 the Council of said City 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 of the Council authorizing such execution, and the said 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 F.A.RHODES
City Manager

DALEY CORPORATION, (SEAL)
By G.R.DALEY
President

STATE OF CALIFORNIA, }
County of San Diego, } ss

On this 10th day of August, 1940, 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) C.D.MOORE
Notary Public in and for the County of San Diego,
My Commission expires August 31st, 1940 State of California

I hereby approve the form of the foregoing contract, this 13th day of August, 1940.
D.L.AULT

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. 322356.
FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willig Deputy
as Principal

KNOW ALL MEN BY THESE PRESENTS, That WESTERN METAL SUPPLY COMPANY, a corporation, 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 FOUR HUNDRED TWENTY-FIVE Dollars (\$425.00), 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 August, 1940.
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: 65,070 feet of intermediate grade, deformed reinforcing bars, 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: WESTERN METAL SUPPLY COMPANY Principal
W.C.SHAW, Secy. B.B.STARKE, Presd't.

(SEAL) ATTEST: HARTFORD ACCIDENT AND INDEMNITY COMPANY
MAY SHANNON By GEO.H.MURCH Surety
STATE OF CALIFORNIA, } Attorney in Fact
County of San Diego } ss.

On this 10th day of August, before me, MARSTON BURNHAM, in the year one thousand nine hundred and forty, 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 of
My Commission Expires April 27, 1942 California

I hereby approve the form of the within Bond, this 12th day of August, 1940.
D.L.AULT City Attorney
By H.B.DANIEL Asst City Attorney

I hereby approve the foregoing bond this 12th day of August, 1940.
F.A.RHODES

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 August, 1940, 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:

11,800	feet of	3/8"	round steel	40' to 60'	in length
9,000	"	1/2"	"	40' to 60'	"
34,000	"	M	5/8"	40' to 60'	"
6,270	"	"	3/4"	40' to 60'	"
4,000	"	"	1" square	40' to 60'	"

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit: One Thousand Six Hundred Ninety-nine Dollars (\$1699.00). Said price includes the California State Sales Tax.

Said contractor agrees to complete said delivery on or before the 15th day of September, 1940.

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 Six Hundred Ninety-nine Dollars (\$1699.00), 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 _____ 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. 71979 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 attached by its proper officers, thereunto duly authorized, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO,
By F.A.RHODES

City Manager.

(SEAL) ATTEST:

W.C.SHAW

Secy

WESTERN METAL SUPPLY CO.

Contractor

By B.B.STARKE

President

I hereby approve the form of the foregoing contract, this 12th day of August, 1940.

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 Western Metal Supply Co. for reinforcing bars. Being Document No. 322357.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willey 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 Principals, 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 EIGHT THOUSAND SIX DOLLARS (\$8,006.00), 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 9th day of August, 1940.

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 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. 71119, adopted by the Council on April 2, 1940, 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.

Total amount of premium charged, \$80.06.

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

(SEAL) ATTEST:

R.B.HILL

Resident Assistant Secretary

By PAUL WOLCOTT Resident Vice-President

STATE OF CALIFORNIA,

ss.

County of San Diego.

On this 9th day of August, in the year nineteen hundred forty, 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 R. B. Hill, 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

(SEAL)

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

I hereby approve the form of the foregoing Undertaking this 13th day of August, 1940.

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. 71818 passed and adopted on the 16th day of July, 1940, require and fix the sum of \$8006.00 as the penal sum of the foregoing Undertaking.

FRED W. SICK

(SEAL)

City Clerk of The City of San Diego.

CONTRACT FOR STREET LIGHTING.

San Diego Lighting District No. 1

THIS AGREEMENT, made and entered into this 15th day of August, 1940, 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 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
E STREET, between India Street and Sixteenth Street; and 16th 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, 1940, to-wit, to and including June 30, 1941.

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 22, 1940, 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-two Thousand Twenty-two and 90/100 Dollars (\$32,022.90) 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-two Thousand Twenty-two and 90/100 Dollars (\$32,022.90) 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 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 Thirty-two Thousand Twenty-two and 90/100 Dollars (\$32,022.90).

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

THE CITY OF SAN DIEGO

By

FRED W. SIMPSON

L.F.WEGGENMAN

ADDISON E. HOUSH

HERBERT E. FISH

HARLEY E. KNOX

A.E.FLOWERS

Members of the Council.

(SEAL) ATTEST:

FRED W. SICK City Clerk

By AUGUST M. WADSTROM

Deputy

I hereby approve the form of the foregoing Contract, this 13th day of August, 1940.

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 covering San Diego Lighting District No. 1 for 1940-41. Being Document No. 322420.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Wilbig Deputy

KNOW ALL MEN BY THESE PRESENTS, that, Whereas, John C. Burkholder, for and in consideration of Eighty-five Hundred Twenty-Eight and 10/100 Dollars, 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 dated July 20, 1940, covering the following described property, excepting the structures thereon, situate in the City of San Diego, County of San Diego, State of California:

Lot Forty-five (45), Fleischer's Addition to San Diego, according to the Map thereof No. 811, filed in the Office of the County Recorder of said County of San Diego, EXCEPTING AND RESERVING the following described parcel or tract of land:

Commencing at a point on the westerly line of Lot 45, said Fleischer's Addition to San Diego which bears North 0° 19' 30" West 69.05 feet from the southwesterly corner of said Lot 45; thence North 80° 49' 30" East a distance of 123.47 feet to a point; thence North 14° 06' 57" West a distance of 113.26 feet to a point; thence North 48° 35' 43" West a distance of 99.16 feet to a point; thence South 29° 14' 35" West a distance of 42.56 feet to a point on the westerly line of said Lot 45 which bears North 00° 19' 30" West 227.00 feet from the southwesterly corner of said Lot 45; thence South 0° 19' 30" East along the westerly line of said Lot 45 a distance of 157.95 feet to the point of commencement; Containing 16,275 square feet of land, more or less; 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 portions of said highway in accordance with plans therefor to be prepared in the Office of said Division of Highways; and

WHEREAS, certain 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. 71891, dated July 23, 1940, authorizing the purchase of the real property hereinabove described, excepting the structures thereon, for a total consideration of Eighty-five Hundred Twenty-Eight and 10/100 Dollars;

NOW, THEREFORE, for the above consideration, said John C. Burkholder hereby agrees to remove or cause to be removed certain buildings now existing and encroaching upon said lands so conveyed to The City of San Diego; free and clear from encroachment thereof and shall be completed within 45 days from date hereof, at the expense of the undersigned, 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 said John C. Burkholder, to so remove said buildings or do any act necessary to cause the same to be immediately so removed from said lands, without any liability therefor sustained or suffered by said The City of San Diego or said Division of Highways; And, for the above consideration, said John C. Burkholder further agrees to remove or cause to be removed at his own expense such other improvements from said lands so conveyed to The City of San Diego as he may desire so to do within said 45 days from date hereof, and such improvements not so removed and all other structures and fixtures then remaining on said lands may then be forthwith removed therefrom by The City of San Diego or its authorized agents or representatives at their expense without any liability therefor sustained by said The City of San Diego or said Division of Highways;

That said consideration paid as aforesaid by The City of San Diego for said deed includes payment in full for the respective interests in the land conveyed, payment in full for all damages sustained by or on account of the severance of said lands from the remaining parcel of which it

(Insert*) the removal of such buildings shall leave the land so conveyed to The City of San Diego

was a part, including all damages to structures and improvements thereon; payment in full for all damages for or on account of the improvement of said lands or any part thereof as a public highway and payment in full for all damages of every kind and character sustained or to be sustained by the undersigned by reason of the granting of the lands hereinbefore described to said The City of San Diego and the removal of all structures, improvements and fixtures therefrom.

Time shall be of the essence of this agreement.

This agreement shall bind the heirs, administrators, executors, successors and assigns of the undersigned.

IN WITNESS WHEREOF, said John C. Burkholder has hereunto set his hand this 31st day of July, 1940.

JOHN C. BURKHOLDER

State of California, }
County of San Diego, } ss.

On this 31st day of July, 1940, before me, the undersigned, a Notary Public in and for said County and State, personally appeared John C. Burkholder, known to me to be the person whose name is subscribed to the within instrument and he duly acknowledged to me that he executed the same.

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

(SEAL)
3990

HESTER F. HEALD
Notary Public in and for the County of San Diego
State of California.

RECORDED AUG 12 1940 40 min. past 10 A.M. in Book 1050 at Page 432 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 Agreement from John C. Burkholder to City of San Diego. Being Document No. 322248.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Wallig Deputy

A G R E E M E N T

WHEREAS, FLORENCE DRAPER, is the owner of all except Easterly 50' of Lot 1 Block 34 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 7th day of August, 1940, by Florence Draper that she will, for and in consideration of the permission granted her to remove 16 feet of curbing on Madison Ave. 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.

FLORENCE DRAPER
Owner's Name
2252 CLIFF ST.
Address

STATE OF CALIFORNIA, }
County of San Diego, } ss

On this 7th day of August, A.D. Nineteen Hundred and Forty (1940), before me, J.F. CARLSON a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared FLORENCE DRAPER 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 County of San Diego, State of California, the day and year in this certificate first above written.

2
(SEAL)

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

My commission expires March 5th., 1944.
RECORDED AUG 12 1940 40 min. past 10 A.M. in Book 1049 at Page 497 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 Florence Draper to City of San Diego. Being Document No. 322283.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Wallig Deputy

A G R E E M E N T

WHEREAS, HAROLD E. RANDALL are, is the owner of North 45' of So. 95' of Lot 25-26-27 Block 39 Subdivision C.L. Carrs 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 August, 1940, by Harold E. Randall that he will, for and in consideration of the permission granted him to remove 18 feet of curbing on 26th St.)509
(511

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 _____ 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.

HAROLD E. RANDALL
Owner's Name
519 - 26th St.
Address

STATE OF CALIFORNIA,)
County of San Diego) ss

On this 8th day of Aug, A.D. Nineteen Hundred and Forty, before me, the undersigned, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared HAROLD E. RANDALL 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)
My Commission Expires Nov.
10, 1943.

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

RECORDED AUG 13 1940 10 min. past 2 P.M. in Book 1053 at Page 347 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS
ORPHA HARBAUGH #18

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 Harold E. Randall to City of San Diego. Being Document No. 322335.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Wallis Deputy

A G R E E M E N T

WHEREAS, C.J.SHEPARD are, is the owner of Lot 4 Block 22 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 6th day of August, 1940, by C.J.Shepard that he will, for and in consideration of the permission granted him to remove 18 feet of curbing on 3570 - 30th 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.

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.

C.J.SHEPARD
Owner's Name
3570 - 30th St.
Address

STATE OF CALIFORNIA,)
County of San Diego) ss

On this 8th day of Aug, A.D. Nineteen Hundred and Forty, before me, the undersigned a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared C.J.SHEPARD 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)
My Commission Expires Nov. 10, 1940
10 min. past 2 P.M.

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

RECORDED AUG 13 1940/in Book 1053 at Page 344 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS
ORPHA HARBAUGH #18

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 C.J.Shepard to City of San Diego. Being Document No. 322336.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Wallis Deputy

A G R E E M E N T

WHEREAS, A.W.HAMILTON are, is the owner of Lot 9 Block 179 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 6th day of August, 1940, by A.W.HAMILTON that he will, for and in consideration of the permission granted him to remove 11 feet of curbing on 2919 Jarvis 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.

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.

ARTHUR W. HAMILTON
Owner's Name
2919 Jarvis
Address

STATE OF CALIFORNIA, }
County of San Diego } ss

On this 8th day of Aug, A.D.Nineteen Hundred and Forty, before me the undersigned a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Arthur W. Hamilton 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)
My Commission Expires Nov. 10, 1943.

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

RECORDED AUG 13 1940 10 min. past 2 P.M. in Book 1051 at Page 381 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 A.W.Hamilton to City of San Diego, California. Being Document No. 322337.

FRED W. SICK

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 M. KENDRICK are, is the owner of Lot 6 Block _____ Subdivision Gilberts Hillcrest 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 to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 8th day of August, 1940, by JOHN M. KENDRICK that he will, for and in consideration of the permission granted him to remove 16 feet of curbing on 4210 Front 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.

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.

JOHN M. KENDRICK
Owner's Name
4004 Lark St.
Address

STATE OF CALIFORNIA, }
County of San Diego } ss

On this 8th day of Aug, A.D.Nineteen Hundred and Forty, before me, the undersigned a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared JOHN M. KENDRICK 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)
My Commission Expires Nov. 10, 1943

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

RECORDED AUG 13 1940 10 min. past 2 P.M. in Book 1051 at Page 379 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 John M. Kendrick to City of San Diego. Being Document No. 322338.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willey Deputy

A G R E E M E N T

WHEREAS, MRS. FLORA WILCOX are, is the owner of South 17½ ft of Lot 3 & north 32½ ft Lot 4 Block 147 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 6th day of August, 1940, by Mrs. Flora Wilcox that she will, for and in consideration of the permission granted here to remove 18 feet of curbing on India 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.

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.

MRS FLORA WILCOX
Owner's Name
3529 India St
Address

STATE OF CALIFORNIA, }
County of San Diego } ss

On this 8th day of Aug, A.D. Nineteen Hundred and Forty, before me, the undersigned a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared FLORA WILCOX known to me to be the person described in and whose name she 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 Nov. 10, 1943

MARIE D. SPARKS
Notary Public in and for the County of San Diego
State of California

RECORDED AUG 13 1940 10 min. past 2 P.M. in Book 1051 at Page 378 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 Mrs. Flora Wilcox to the City of San Diego. Being Document No. 322339.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Wilcox Deputy

L E A S E

THIS AGREEMENT, made and entered into this 22nd day of August, 1940, 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.F. POGGI, 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:

The northwesterly ten acres of that portion of Pueblo Lot 1340 lying easterly from the Atchison, Topeka & Santa Fe Railway Right of Way, excepting all public roads and highways and subject to easements and encumbrances of record, if any. For a term of five (5) years, beginning on the 31st day of August, 1940, and ending on the 30th day of August, 1945, at the following rentals: Twenty Dollars (\$20.00) 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/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 Ordinance No. 1482 (New Series).

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 shall not be liable for the repair or upkeep of any buildings now located on said premises.

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 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. 1897 (New Series) of the ordinances of The City of San Diego, 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 F.A.RHODES

City Manager

G.F.POGGI

Lessee.

I HEREBY APPROVE the form of the foregoing Lease this _____ day of _____, 1940.

D.L.AULT,

City Attorney

By _____

Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with G.F.Poggi. Being Document No. 322577.

FRED W. SICK

City Clerk of the City of San Diego, California

By _____

Helen M. Wallis

Deputy

KNOW ALL MEN BY THESE PRESENTS, That PACIFIC CLAY PRODUCTS, as Principal and UNITED STATES FIDELITY AND GUARANTY COMPANY A MARYLAND CORPORATION 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 TWO HUNDRED THIRTY-SIX Dollars (\$6,236.00), 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 August, 1940.

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: 3060 lineal feet 36" standard strength, vitrified, salt glazed B & S, pipe; and 900 lineal feet 36" double strength, vitrified, unglazed B & S, 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.

ATTEST:
MARTHA D. PEEK

PACIFIC CLAY PRODUCTS (SEAL)
A.T.WINTERSGILL V.P.

Principal

ATTEST:

UNITED STATES FIDELITY AND GUARANTY COMPANY
By D.W.COAKLEY (SEAL)
Its Attorney in Fact

Surety

STATE OF CALIFORNIA

County of Los Angeles

ss:

On this 20th day of August in the year one thousand nine hundred and Forty, before me, AGNES L. WHYTE a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared D.W.COAKLEY, 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 D.W.COAKLEY 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.26,1941

AGNES L. WHYTE
Notary Public in and for Los Angeles County, State of California

I hereby approve the form of the within Bond, this 23d day of August, 1940.

D.L.AULT City Attorney

By H.B.DANIEL

Asst. City Attorney.

I hereby approve the foregoing bond this 23d day of August, 1940.

F.A.RHODES

City Manager

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 23d day of August, 1940, 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 PACIFIC CLAY PRODUCTS, 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: 3060 lineal feet 36" standard strength, vitrified, salt glazed B & S pipe; and 900 lineal feet 36" double strength, vitrified, unglazed B & S pipe,

All in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 321831.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

3060 lin. ft. 36" std strength vitrified, salt glazed, B & S, pipe, @ \$6.18 per ft.

900 lin. ft. 36" double strength, vitrified, unglazed, B & S, pipe, @ \$6.70 per ft.

Said prices include the California State Sales Tax.

Said contractor agrees to make delivery of said material as required on job.

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: Twenty-four Thousand, Nine Hundred Forty and 80/100 Dollars (\$24,940.80), 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/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. 72030 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 F.A. RHODES

City Manager.

PACIFIC CLAY PRODUCTS (SEAL)

A.T. WINTERSGILL W.P.

Contractor

ATTEST:

MARTHA D. PEEK

I hereby approve the form of the foregoing contract, this 23d day of August, 1940.

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 Pacific Clay Products for 36" Vitrified Pipe. Being Document No. 322598.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willy 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, 1940.

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 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. 71387, adopted by the Council of said City May 14, 1940, 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:

J. A. CANNON

Secretary

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-President

Surety.

STATE OF CALIFORNIA,

ss.

County of San Diego.

On this 22nd day of August, in the year nineteen hundred forty, 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 26th day of August, 1940.

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. 72044 passed and adopted on the 13th day of August, 1940, require and fix the sum of \$300.00 as the penal sum of the foregoing Undertaking.

(SEAL)

FRED W. SICK

City Clerk of The City of San Diego.

CONTRACT FOR STREET LIGHTING.

Five Points Lighting District No. 1

THIS AGREEMENT, made and entered into this 28th day of August, 1940, 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, 1940, to and including August 4, 1941.

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 27, 1940, 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 (\$1198.80) 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 (\$1198.80) 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 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 Ninety-eight and 80/100 Dollars (\$1198.80).

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. CANNON

Secretary

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
By A.E. HOLLOWAY

Vice Pres.

THE CITY OF SAN DIEGO.

By

FRED W. SIMPSON

L.F. WEGGENMAN

ADDISON E. HOUSH

HERBERT E. FISH

HARLEY E. KNOX

A.E. FLOWERS

Members of the Council

(SEAL) ATTEST:
FRED W. SICK
City Clerk
By A.M.WADSTROM
Deputy

I hereby approve the form of the foregoing Contract, this 26th day of August, 1940.
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 covering Five Points Lighting District No. 1. Being Document No. 322626.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Wallig Deputy

THE PREMIUM CHARGE FOR THIS BOND IS \$5.00
BOND NO. 45346.

KNOW ALL MEN BY THESE PRESENTS, That WATER WORKS SUPPLY COMPANY, as Principal and MASSACHUSETTS BONDING AND INSURANCE COMPANY a corporation organized and existing under and by virtue of the laws of the State of Massachusetts 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 FIFTY-TWO Dollars (\$452.00), 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 binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 26th day of August, 1940.

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: Gate valves required for the Upas Street Pipeline Extension, 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.

WATER WORKS SUPPLY COMPANY
C.B.ABBOTT Pres.

Principal.

MASSACHUSETTS BONDING AND INSURANCE COMPANY

By GUS A. ELBOW

Gus A. Elbow, Attorney-in-Fact.

Surety

(SEAL) ATTEST:
N.A.COWAN
Secretary

(SEAL) ATTEST:
EDITH O'ROURKE

STATE OF CALIFORNIA

County of San Francisco

ss.

On this 26th day of August in the year one thousand nine hundred and forty, before me CARL L. MARTTZEN, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared Gus A. Elbow known to me to be the duly authorized Agent and Attorney-in-Fact of the Massachusetts Bonding and Insurance Company, the corporation whose name is affixed to the foregoing instrument; and duly acknowledged to me that he subscribed the name of the Massachusetts Bonding and Insurance 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.

CARL L. MARITZEN

Notary Public in and for said County and State.

(SEAL)
My commission expires December 29, 1942

I hereby approve the form of the within Bond, this 28th day of August, 1940.
D.L.AULT

City Attorney.

By J.H.McKINNEY

Deputy City Attorney.

I hereby approve the foregoing bond this 28th day of August, 1940.

F.A.RHODES

City Manager

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 26th day of August, 1940, 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 WATER WORKS 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: 3 - 24" horizontal, bevel geared, hub end gate valves, crane type 480½, or equal, with filled grease case and standard bi-pass, and worm gear indicator; 2 - 12" vertical gate valves, hub ends, Crane type 480½ or equal; 3 - 10" vertical gate valves, hub ends, Crane Type 480½ or equal; 2 - 8" vertical gate valves, hub ends, Crane type 480½ or equal; 1 - 6" vertical gate valve, flanged ends, Crane type 480½ or equal, including necessary gaskets, bolts and nuts; 3 - 6" vertical gate valves, flanged ends, Crane type 461, or equal, including necessary gaskets, bolts and nuts; all in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 321696.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

3 - 24" horizontal, bevel geared, hub end gate valves @	\$456.00 ea.	\$1368.00
2 - 12" vertical gate valves, hub ends,	@ \$ 71.60 "	\$ 143.20
3 - 10" vertical gate valves, hub ends,	@ \$ 50.88 "	\$ 152.64
2 - 8" vertical gate valves, hub ends,	@ \$ 34.56 "	\$ 69.12
1 - 6" vertical gate valve, flanged ends,	@ \$ 27.84 "	\$ 27.84
3 - 6" vertical gate valves, flanged ends,	@ \$ 26.73 "	\$ 80.19

Said prices include the California State Sales Tax.

Said contractor agrees to complete delivery of said material within 75 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: One Thousand Eight Hundred Four and 17/100 Dollars (\$1804.17), said payments to be made as follows:

Upon delivery of said material, and the acceptance of the same by the Hydraulic Engineer 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. 72031 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 F.A.RHODES

City Manager

(SEAL) ATTEST:

N.A.COWAN

Secretary

WATER WORKS SUPPLY COMPANY

C.B.ABBOTT Pres.

Contractor

I hereby approve the form of the foregoing contract, this 28 day of August, 1940.

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 Water Works Supply Company for gate valves. Being Document No. 322707.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willig Deputy

L E A S E

THIS INDENTURE, made in duplicate, this 30th day of July, 1940, by and between FANNIE N. REYNOLDS, HATTIE E. DOWNS and FLORENCE V. CANNON, parties of the first part, hereinafter designated as Lessors, and THE CITY OF SAN DIEGO, a municipal corporation, of the County of San Diego, State of California, hereinafter designated as Lessee, WITNESSETH:

That the Lessors do hereby demise and let unto Lessee, and said Lessee does hereby rent and take, as Lessee, those certain premises in The City of San Diego, County of San Diego, State of California, more particularly described as follows:

All of Block Twelve (12), Culverwell & Taggart's Addition to The City of San Diego, County of San Diego, State of California; for the term of one (1) year, commencing on the 1st day of July, 1940, and ending on the 30th day of June, 1941.

Lessee agrees to pay therefor during the term thereof the sum of Five Hundred Forty Dollars (\$540.00), payable monthly at the rate of Forty-five Dollars (\$45.00) per month, in advance on the first day of each and every month during said term.

IT IS FURTHER AGREED that the Lessee, The City of San Diego, shall have the option and privilege of purchasing the premises herein described at any time during said term or within thirty (30) days after the expiration of said lease, for the sum of Six Thousand Two Hundred Fifty Dollars (\$6,250.00); and that when said sum has been deposited in escrow by Lessee for said purchase within the time herein, then in that event this lease shall be determined, and the Lessors agree to deliver a grant deed, together with a certificate of title insurance, conveying said premises to said Lessee.

IN WITNESS WHEREOF, the Lessors have hereunto set their hands and the Lessee, acting by and through its City Manager, under and pursuant to Resolution No. 71951 of the Council of The City of San Diego authorizing such execution, has caused this instrument to be executed the day and year in this agreement first above written.

FANNIE N. REYNOLDS

HATTIE E. DOWNS

FLORENCE V. CANNON

Lessors.

THE CITY OF SAN DIEGO

By F.A.RHODES City Manager

Lessee.

I hereby approve the form of the foregoing Lease, this 30th day of July, 1940.

D.L.AULT

City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Fannie N. Reynolds, Hattie E. Downs and Florence V. Cannon. Being Document No. 322711.

FRED W. SICK

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 22nd day of August, 1940.

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 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

(SEAL) ATTEST:

J.A.CANNON

Secretary

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-President

Surety.

STATE OF CALIFORNIA,)
County of San Diego.) ss.

On this 22nd day of August, in the year nineteen hundred forty, 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 30th day of August, 1940.

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. 72042 passed and adopted on the 13th day of August, 1940, require and fix the sum of \$275.00 as the penal sum of the foregoing Undertaking.

(SEAL)

FRED W. SICK
City Clerk of The City of San Diego.

CONTRACT FOR STREET LIGHTING.

University Avenue Lighting District No. 1

THIS AGREEMENT, made and entered into this 3rd day of September, 1940, 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 herein-after 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, 1940, to-wit, to and including August 6, 1941.

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 27, 1940 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 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 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 "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
FRED W. SIMPSON
L.F.WEGGENMAN
ADDISON E. HOUSH
HERBERT E. FISH
HARLEY E. KNOX
A.E.FLOWERS
Members of the Council.

(SEAL) ATTEST:
FRED W. SICK
City Clerk
By CLARK M. FOOTE JR
Deputy

I hereby approve the form of the foregoing Contract, this 30th day of August, 1940.
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 covering University Avenue Lighting District No. 1. Being Document No. 322734.
FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Wilha 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 22nd day of August, 1940.

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.
J.A.CANNON
Secretary

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

STATE OF CALIFORNIA,)
County of San Diego.) ss.

On this 22nd day of August, in the year nineteen hundred forty, 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 30th day of August, 1940.
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. 72043 passed and adopted on the 13th day of August, 1940, require and fix the sum of \$596.00 as the penal sum of the foregoing Undertaking.

(SEAL)

FRED W. SICK
City Clerk of The City of San Diego.

CONTRACT FOR STREET LIGHTING.

University Avenue Lighting District No. 3

THIS AGREEMENT, made and entered into this 3rd day of September, 1940, 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, 1940, to-wit, to and including August 6, 1941.

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, 1940, 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.

(SEAL) ATTEST:

J.A.CANNON

Secretary

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
By A.E.HOLLOWAY

Vice Pres.

THE CITY OF SAN DIEGO

By

FRED W. SIMPSON

L.F.WEGGENMAN

ADDISON E. HOUSH

HERBERT E. FISH

HARLEY E. KNOX

A.E.FLOWERS

Members of the Council.

(SEAL) ATTEST:

FRED W. SICK

City Clerk

By CLARK M. FOOTE JR.

Deputy

I hereby approve the form of the foregoing Contract, this 30th day of August, 1940.

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 covering University Avenue Lighting District #3. Being Document No. 322735.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Wallig Deputy

AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of August, 1940, 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 of said City, party of the first part, and hereinafter sometimes referred to as the City, and GEORGE B. BUCK, Actuary of the City of New York, New York, party of the second part, hereinafter sometimes referred to as the Actuary, WITNESSETH:

That the parties hereto agree as follows:

(a) The Actuary shall furnish the actuarial services that are required by the City in connection with the valuations of the existing Police Relief and Pension Fund of San Diego and the existing Firemen's Relief and Pension Fund of The City of San Diego.

(b) Such data regarding active and retired members as are required as a basis for the actuarial work and such other information as may be necessary to the Actuary for the aforesaid work shall be supplied promptly to him by the City.

(c) The Actuary, on the basis of data and information furnished to him as hereinabove provided, shall make actuarial valuations of the assets and liabilities of the Police Relief and Pension Fund and the Firemen's Relief and Pension Fund, such valuations to show for each fund the cost of continuing the pensions already entered upon and the cost of the probable benefits payable to present employees if the existing provisions are continued; and shall prepare a table of rates showing for each fund what contributions should be made for a new employee in order to accumulate during the period of his active service an amount adequate to provide the pension benefits to which he may become eligible; and shall present the results of the valuations together with the tables of contribution rates in a report to the City Council of said City.

(d) The City agrees to pay to the Actuary for the services hereinabove set forth, and the Actuary agrees to accept as full and complete satisfaction for said services the sum of twelve hundred dollars (\$1200.00), payable upon the receipt of the completed report by the City.

IN WITNESS WHEREOF, the City Manager of said City has hereunto subscribed his name for and on behalf of The City of San Diego, pursuant to the authorization of Resolution No. 72095 of the Council of said City, adopted on the 20th day of August, 1940, 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 F.A.RHODES
City Manager.

GEO. B. BUCK
Party of the Second Part.

I hereby approve the form of the foregoing Agreement this 16th day of August, 1940.

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

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 Aug. 20, 1940.

J. S. BARBER
Auditor and Comptroller of the City of San Diego, California.

To be paid out of General Appros. not to exceed \$1200.00.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with George B. Buck for Actuarial service covering Police and Fire pension systems. Being Document No. 322793.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Walling Deputy

PROJECT AGREEMENT - 1941 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, 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 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 Lincoln Avenue.	0.85	Acquire right of way, grade pave and construct bridges:	
	(a) Work by Department		Surveys and plans(additional amount)	\$ 1,000.00
			Construction(additional amount)	100,000.00
	(b) Work by City		Acquire right of way(additional amount)	25,000.00
7	Mission Boulevard from West Point Loma Boulevard to Pacific Beach Drive	2.50	Grade and pave:	
			Surveys and plans(additional amount)	500.00
			Construction	145,445.52
8	Harbor Drive from 26th Street to south city limits at Division Street.	1.50	Acquire right of way	8,500.00
Total				\$280,445.52

ARTICLE II. SURVEYS AND PLANS

The Department will make the necessary surveys and plans for the work designated in Article I, 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 designated in Article I 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 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 described in Article I, in accordance with the approved plans, specifications, and estimates therefor.

Any minor changes 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 Article I will be performed by contract or by State forces as may, in the opinion of the Department, be for the best interests of the City and the Department.

Any equipment furnished by the Department for the work described in Article I 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:

Accrued and unbudgeted to June 30, 1940	\$140,135.52
Estimated to accrue during the fiscal year ending June 30, 1941	140,310.00
Total	\$280,445.52

The amount of \$280,445.52 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 Projects 5(b) and 8.

As the work progresses on Projects 5(b) and 8, the Department 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 5(a) and 7, 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 Projects 5(a) and 7 from funds allocated under the provisions of Section 194 of the Streets and Highways Code.

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 Special Gas Tax Street Improvement Fund.

Within sixty days after completion of each item of the budget described in Projects 5(b) and 8, the City will submit to the Department a final report of expenditures made for such work.

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 completion of each item of the budget described in Projects 5(a) and 7, the Department will submit to the City a final report of expenditures made for such work.

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 6th day of August, 1940, and the Department on the 13th day of August, 1940.

Approval recommended:

L.V. CAMPBELL

Engineer of City and Cooperative Projects

CITY OF SAN DIEGO

By F.A. RHODES

City Manager

Approved as to form and procedure:

C.C. CARLETON

Chief Attorney

STATE OF CALIFORNIA

DEPARTMENT OF PUBLIC WORKS

DIVISION OF HIGHWAYS

By G. M. McCOY

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 for streets of major importance. Being Document No. 322906.

FRED W. SICK

City Clerk of the City of San Diego, California

By

Helen M. Willy

Deputy

F O R M O F 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 26th day of August 1940, 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 H.H. PETERSON 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 Upas Street Pipe Line Extension in the City of San Diego, State of California, being and as per Schedule. 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 22nd day of July 1940, marked "Document No. 321816, and endorsed Notice to Contractors, Instructions to Bidders, Proposal, Drawings and Specifications Upas Street Pipe Line Extension, said plans consisting of 3 sheets and said specifications consisting of 80 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 right 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>Trade or Occupation</u>	<u>Per Diem Wage 8 hours</u>
Auto Mechanics	\$ 6.00
Blacksmiths	6.00
Blade Men	6.00
Backfill Machine Operators	6.00
Bulldozer Operators	6.00
Carpenters	8.00
Caulkers	6.00
Cement Finishers	10.00
Clerks	6.00
Compressor Operators	10.00
Concrete Mixerman (10 c.f. capacity and under)	7.00
Concrete Spreaders	5.00
Concrete Tampers	5.00
Crane Operators	9.00
Dragline Operators	10.00
Drillers	7.00
Drill Sharpeners	6.00
Electricians	10.00
Hoist Operators	10.00
Laborers, Common	5.00
Materialmen	6.00
Mechanics	6.00

Trade or Occupation	Per Diem Wage 8 hours
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)	10.00
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
Teamsters	5.00
Tractor Operators, over 50 H.P.,	10.00
Tractor Operators, 50 H.P. and under	6.00
Timekeepers	6.00
Trenching Machine Operators	10.00
Truck Drivers, under 15,500 pounds	5.44
Truck Drivers, over 15,500 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, when the same is permitted by law, one and one-half 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 hereunto set his hand, the day and year first hereinabove written.

THE CITY OF SAN DIEGO
by P.J.BENBOUGH
FRED W. SIMPSON
A.E.FLOWERS
HARLEY E. KNOX
HERBERT E. FISH
L.F.WEGGENMAN

(SEAL) ATTEST:
FRED W. SICK
City Clerk

Members of the Council

H.H.PETERSON
Contractor

(SEAL) ATTEST:
B.C.FATLAND

(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 22d day of August 1940.

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 H. H. PETERSON as principal, and MASSACHUSETTS BONDING AND INSURANCE COMPANY, a corporation established under the laws of the Commonwealth of Massachusetts and having its principal office in Boston in the said Commonwealth, a corporation organized and existing under and by virtue of the laws of the State of Massachusetts 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 FORTY-FIVE THOUSAND TWO HUNDRED EIGHT DOLLARS AND 25/100 (\$45,208.25) (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 22nd day of August 1940.

Whereas, the said principal has entered into the annexed contract with the City of San Diego to furnish certain materials, haul and place materials furnished by the City, and all labor, tools, appliances, transportation and other expenses necessary or incidental to the construction, completion and installation of UPAS STREET PIPE LINE EXTENSION 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 22nd day of July 1940 marked Document No. 321816 and endorsed Notice to Contractors, Instructions to Bidders, Proposal, Contract Drawings and Specifications; said plans consisting of 3 sheets, and said specifications consisting of 80 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, or 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 22nd day of August 1940, 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: B.C.FATLAND

H. H. PETERSON
Principal
By H.H.Peterson
(H.H.Peterson)

MASSACHUSETTS BONDING AND INSURANCE COMPANY
Surety

ATTEST: GENEVIEVE H. ALLEN
(SEAL)

By Donald B. Goldsmith
Attorney-in-Fact
(Donald B. Goldsmith)

STATE OF CALIFORNIA }
County of San Diego } ss.

On this 22nd day of August in the year one thousand nine hundred and forty, before me ZELDA B. MELANCON, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared DONALD B. GOLDSMITH known to me to be the duly authorized Agent and Attorney-in-Fact of the Massachusetts Bonding and Insurance Company, the corporation whose name is affixed to the foregoing instrument and duly acknowledged to me that he subscribed the name of the Massachusetts Bonding and Insurance 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) ZELDA B. MELANCON
Notary Public in and for said County and State.
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 22d day of August, 1940.

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 26th day of August, 1940.

(SEAL) ATTEST:
FRED W. SICK

P.J.BENBOUGH
FRED W. SIMPSON
A.E.FLOWERS
HARLEY E. KNOX
HERBERT E. FISH
L.F.WEGGENMAN

Members of the Council

City Clerk

FORM OF LABOR AND MATERIALMEN'S BOND

KNOW ALL MEN BY THESE PRESENTS, That H.H.PETERSON as principal, and MASSACHUSETTS BONDING AND INSURANCE COMPANY, a corporation established under the laws of the Commonwealth of Massachusetts and having its principal office in Boston in the said Commonwealth a corporation organized and existing under and by virtue of the laws of the State of Massachusetts 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-TWO THOUSAND SIX HUNDRED FOUR AND 13/100 DOLLARS (\$22,604.13), (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 22nd day of August, 1940.

Whereas, the said principal has entered into the annexed contract with The City of San Diego to furnish certain materials, haul and place materials furnished by the City, and all labor, tools, appliances, transportation and other expenses necessary or incidental to the construction, completion and installation of Upas Street Pipe Line Extension 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 22nd day of July, 1940, marked Document No. 321816 and endorsed Notice to Contractors, Instructions to Bidders, Proposal, Contract Drawings and Specifications, said plans consisting of 3 sheets and said specifications consisting of 80 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 TWENTY-TWO THOUSAND SIX HUNDRED FOUR AND 13/100 Dollars (\$22,604.13), 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 and benefit of any and all persons, companies or corporations who perform labor on or furnish materials to be 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-bounden parties have executed this instrument under their seals this 22nd day of August 1940, 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: B.C.FATLAND

H. H. PETERSON
Principal
By H.H.PETERSON

MASSACHUSETTS BONDING AND INSURANCE COMPANY
Surety

ATTEST: GENEVIEVE H. ALLEN
(SEAL)

By DONALD B. GOLDSMITH
(Donald B. Goldsmith) 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 22nd day of August in the year one thousand nine hundred and forty, before me ZELDA B. MELANCON, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared DONALD B. GOLDSMITH known to me to be the duly authorized Agent and Attorney-in-Fact of the MASSACHUSETTS BONDING AND INSURANCE COMPANY, the corporation whose name is affixed to the foregoing instrument; and duly acknowledged to me that he subscribed the name of the MASSACHUSETTS BONDING AND INSURANCE 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) ZELDA B. MELANCON
Notary Public in and for said County and State.
My commission expires Mar. 12, 1942.

I hereby approve the form of the within Bond this 22d day of August, 1940.

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 26th day of August 1940.

ATTEST: FRED W. SICK
City Clerk
(SEAL)

P.J.BENBOUGH
FRED W. SIMPSON
A.E.FLOWERS
HARLEY E. KNOX
HERBERT E. FISH
L.F.WEGGENMAN

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with H.H.Peterson for the construction of Upas Street Pipe Line Extension. Being Document No. 322627.

FRED W. SICK
City Clerk of the City of San Diego, California.
By Helen M. Willig Deputy

KNOW ALL MEN BY THESE PRESENTS, That GENERAL ELECTRIC SUPPLY CORPORATION, AGENT FOR GENERAL ELECTRIC 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 TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00), 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 Third day of September, 1940.

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 and required by the Purchasing Agent of said City, Edison Mazda lamps, for a period of one year, commencing on September 1, 1940 and ending on August 31, 1941, 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:
GEO. T. ROGES
Notary Public in and for the County of
Los Angeles, State of California,
My Commission Expires Nov. 30, 1942.

GENERAL ELECTRIC SUPPLY CORPORATION,
AGENT FOR GENERAL ELECTRIC COMPANY,
F.C.TODT District Manager
F.C.Todt Principal.

ATTEST: UNITED STATES GUARANTEE COMPANY
By R.G.HILLMAN Attorney-in-Fact and
By R.H.HILLMAN Attorney-in-Fact
Surety (SEAL)

STATE OF CALIFORNIA, }
County of Los Angeles } ss.

On this 3rd day of September, A.D., 1940, before me, FLO LEE, a Notary Public in and for the said County and State, personally appeared R.G.HILLMAN AND R.H.HILLMAN, 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 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.

(SEAL) FLO LEE
Notary Public in and for said County and State.
My Commission expires December 8, 1941

I hereby approve the form of the within Bond, this 6th day of September, 1940.

D.L.AULT

City Attorney

By H.B.DANIEL

Ass't. City Attorney.

I hereby approve the foregoing bond this 5th day of September, 1940.

F.A.RHODES

City Manager

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 5th day of September, 1940, 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, AGENT FOR GENERAL 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 The City of San Diego, from time to time as ordered and required by the Purchasing Agent of said City, Edison Mazda lamps, for a period of one year, commencing on September 1, 1940 and ending on August 31, 1941, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 322156.

Said contractor hereby agrees to furnish and deliver the material above described at 33% discount for standard packages, and 28% discount for broken packages, off the standard price schedule of the General Electric Company, form 2195, revised June 1, 1940, filed in the office of the City Clerk of said City under Document No. 322721. Said contractor will allow an additional discount of 2% for payment within 30 days of purchase. Said prices contained in said standard price schedule do not include the California State Sales Tax.

The total net requirements of said City are estimated to amount to the sum of \$10,000.00, but should said purchases not amount to said sum of \$10,000.00 during the period hereinabove mentioned, said contractor agrees to waive any undercharge billing which might be due as a result of differential in discounts.

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 of said contractor herein undertaken and agreed upon, and the acceptance of said material by said City, will pay said contractor for said material at the rate of 33% discount for standard packages, and 28% discount for broken packages, off the standard price schedule of the General Electric Company as filed in the office of the City Clerk of said City under said Document No. 322721. Said prices do not include the California State Sales Tax.

Said payments shall be made as follows: Payment will be made for materials purchased in accordance with purchase orders and deliveries until ninety per cent (90%) of the materials to be purchased under the contract has been paid for. Payment for the final ten per cent (10%) of the materials delivered will not be made until 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 IV, 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 to said 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 materials shall be furnished by said contractor unless authorized and directed by resolution of the Council of said City 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. 72123 of the Council authorizing such execution, and the said 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 F.A.RHODES

City Manager

GENERAL ELECTRIC SUPPLY CORPORATION, AGENT FOR
GENERAL ELECTRIC COMPANY.

Contractor,

By F.C.TODT District Manager

F.C.Todt

(SEAL) ATTEST:

GEO. T. ROGES Notary Public

In and for the County of Los Angeles, State of California.

My Commission expires Nov. 30, 1942

I hereby approve the form of the foregoing contract, this 6th day of September, 1940.

D.L.AULT, City Attorney,

By H.B.DANIEL

Asst. 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, F.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 20th day of August, 1940.

S.B.ANDERSON

Assistant Secretary (SEAL)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of contract with General Electric Supply Corporation for mazda lamps. Being Document No. 322909.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willey Deputy

KNOW ALL MEN BY THESE PRESENTS, that GEO. V. BLACK and FRED L. SOUTHER, co-partners, doing business under the firm name and style of SOUTHERN MACHINERY COMPANY, 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 THIRTY DOLLARS (\$430.00), 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 5th day of September, 1940.

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 - Model 105-A Ingersoll Rand two-stage air cooled gasoline engine driven portable air compressor, 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.

GEO. V. BLACK FRED L. SOUTHER
Co-partners doing business under the
firm name and style of SOUTHERN MACHINERY
COMPANY.

Principal.

GREAT AMERICAN INDEMNITY COMPANY. Surety.

By L. DOSTER

By WILLIS H. FLETCHER

Attorneys-in-fact
(SEAL)

ATTEST:

I hereby approve the form of the within Bond, this 6th day of September, 1940.

D.L.AULT

City Attorney.

I hereby approve the foregoing bond this 6th day of September, 1940.

F.A.RHODES

City Manager

STATE OF CALIFORNIA

County of San Diego

ss.

On this 5th day of September in the year one thousand nine hundred and forty, before me R.L.PAINE a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared L. Doster and Willis Fletcher 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)

My Commission will expire 1-12-42

R.L.PAINE
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 6th day of September, 1940, 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 GEO. V. BLACK and FRED L. SOUTHER, co-partners, doing business under the firm name and style of SOUTHERN 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: 1 - Model 105--A Ingersoll Rand, two-stage, air cooled, gasoline engine driven, portable air compressor, complete less running gear, but mounted on skids, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 322162.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit: One Thousand Seven Hundred Nineteen and 07/100 Dollars (\$1,719.07). Said price includes the California State Sales Tax.

Said contractor agrees to complete said delivery on or before the 16th day of September, 1940.

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 Seven Hundred Nineteen and 07/100 Dollars (\$1719.07), 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. 72119 of the Council authorizing such execution, and the contractor has hereunto subscribed their names the day and year in this agreement first above written.

THE CITY OF SAN DIEGO.
By F.A.RHODES
City Manager

GEO. V. BLACK
FRED L. SOUTHER
co-partners doing business
under the firm name and style of
SOUTHERN MACHINERY COMPANY.
Contractor.

ATTEST:

I hereby approve the form of the foregoing contract, this 6th day of September, 1940.
D. L. AULT
City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Southern Machinery Company for compressor. Being Document No. 322940.
FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willeg Deputy

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 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 TWO HUNDRED FIFTY-FOUR DOLLARS (\$254.00), 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 September, 1940.

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 4,250 lineal feet of 4/0 single conductor, 19 strand, copper cable with single layer insulation, 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:
FRANCIS IRWIN

COAST ELECTRIC COMPANY Principal
By L.B. KINKEL,
Sec'y.

(SEAL) ATTEST:
M. SHANNON

HARTFORD ACCIDENT & INDEMNITY COMPANY
By GEO. H. MURCH
Geo.H.Murch, Attorney in Fact
Surety.

I hereby approve the form of the within Bond, this 6th day of September, 1940.
D.L.AULT City Attorney.

I hereby approve the foregoing bond this 6th day of September, 1940.
F.A.RHODES
City Manager

STATE OF CALIFORNIA, }
County of San Diego } ss.

On this 5th day of September, before me MARSTON BURNHAM, in the year one thousand nine hundred and forty, 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 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 of California.

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 6th day of September, 1940, 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: 4,250 lineal feet of 4/0 single conductor, 19 strand, copper cable with single layer insulation, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 322159.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

4,250 lineal feet copper cable @ \$232.00 per lin. ft. \$986.00. Above price does not include the California States Sales Tax, which amounts to the sum of \$29.58.

Said contractor agrees to begin delivery of said material within approximately 45 days from and after the date of the execution of this contract, and to complete said delivery on or before the 21st day of October, 1940.

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 Fifteen and 58/100 Dollars (\$1015.58), 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. 72122 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 F.A.RHODES

City Manager

COAST ELECTRIC COMPANY

L.B.KINKEL, Sec'y.

Contractor. (SEAL)

ATTEST:

FRANCIS IRWIN

I hereby approve the form of the foregoing contract, this 6th day of September, 1940.

D.L.AULT

City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Coast Electric Company for electric cable. Being Document No. 322941.

FRED W. SICK

City Clerk of the City of San Diego, California

By

Helen M. Wallis

Deputy

A G R E E M E N T

WHEREAS, JOHN S. UPTON is the owner of real estate Lot 4 Block 1 Subdivision Florence 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 20 day of Aug, 1940, by John S. Upton that he will, for and in consideration of the permission granted to remove 24 feet of curbing on Front street adjacent to the above described property, bind to, and he 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 agree 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 S. UPTON

Owner's Name

4075 FRONT ST., CITY

Address

STATE OF CALIFORNIA,

County of San Diego

SS

On this 20th day of August, A.D. Nineteen Hundred and Forty, before me, Ina B. Taylor a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared John S. Upton 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)

INA B. TAYLOR

My commission expires Dec. 2, 1942.

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

RECORDED AUG 24 1940 8 min. past 10 A.M. in Book 1052 at Page 455 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 HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from John S. Upton to City of San Diego. Being Document No. 322551.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willis Deputy

A G R E E M E N T

WHEREAS, E. W. Dennstedt are, is the owner of Lot 12 Block 3 Subdivision El Cerrito 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 20 day of August, 1940, by E. W. Dennstedt that he will, for and in consideration of the permission granted him to remove 18 feet of curbing on 4605 Alice 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 there-with 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, 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. DENNSTEDT
Owner's Name
4110 El Cajon
Address

STATE OF CALIFORNIA, }
County of San Diego } ss

On this 20th day of August, A.D. Nineteen Hundred and Forty, before me, the undersigned a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared E. W. Dennstedt 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) MARIE D. SPARKS
Notary Public in and for the County of San Diego
State of California

My commission expires Nov. 10, 1943
RECORDED AUG 24 1940 7 min. past 10 A.M. in Book 1053 at Page 493 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS
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 E. W. Dennstedt to City of San Diego. Being Document No. 322562.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willis Deputy

A G R E E M E N T

WHEREAS, NORMAN URQUHART, are, is the owner of Lot 1 Block 2 Subdivision Bayside Country Club Estates 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 August, 1940, by Norman Urquhart that he will, for and in consideration of the permission granted him to remove 16 feet of curbing on Evergreen 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 there-with 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, 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.

NORMAN URQUHART
Owner's Name
3031 EVERGREEN
Address

STATE OF CALIFORNIA, }
County of San Diego } ss

On this 20th day of August, A.D. Nineteen Hundred and Forty, before me MARIE D. SPARKS a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared NORMAN URQUHART 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 NOV. 10, 1943
MARIE D. SPARKS
Notary Public in and for the County of San Diego, State of California.

RECORDED AUG 24 1940 6 min. past 10 A.M. in Book 1053 at Page 491 of Official Records San Diego Co., Cal. Recorded at request of Grantor.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS
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 Norman Urquhart to City of San Diego. Being Document No. 322563.
FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willis Deputy

A G R E E M E N T

WHEREAS, Roland H. Brock and Mildred B. Brock are, are the owners of Lots 12 & 13 Block 8 Subdivision El Cerrito Heights as per map thereof filed in the office of the Recorder of the County of 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 30th day of July, 1940, by Roland H. Brock & Mildred B. Brock that they will, for and in consideration of the permission granted to remove feet of curbing on 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 , 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.

ROLAND H. BROCK
MILDRED B. BROCK
Owner's Name
1512 Brookes Ave. San Diego, Cal.
Address

STATE OF CALIFORNIA, }
County of San Diego } ss

On this 31st day of July, A.D. Nineteen Hundred and Forty, before me, Ina B. Taylor a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Roland H. Brock and Mildred B. Brock 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) INA B. TAYLOR
Notary Public in and for the County of San Diego,
My commission expires Dec. 2, 1942 State of California

RECORDED SEP 3 1940 min. past 3 P.M. in Book 1066 at Page 123 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy D. COLE
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 Roland H. Brock, et al to City of San Diego. Being Document No. 322706.
FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willis Deputy

A G R E E M E N T

WHEREAS, Henry Lippitt, is the owner of Lot F Block 5 Subdivision 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 26th day of July, 1940, by that I will, for and in consideration of the permission granted me to remove 45 feet of curbing on B 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 replac 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.

HENRY LIPPITT
Owner's Name
4495 Hortensia St.
Address

STATE OF CALIFORNIA, }
County of San Diego } ss

On this 26th day of July, A.D. Nineteen Hundred and forty, before me, Marianne E.Pierce a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Henry Lippitt 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 and,County of San Diego, State of California, the day and year in this certificate

first above written.

(SEAL)

My Commission expires
Feb. 28, 1944.

RECORDED SEP. 3 1940 min. past 3 P.M. in Book 1066 at Page 121 of Official Records,
San Diego Co., Cal. Recorded at request of Grantee.

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

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 Henry Lippitt to City of San Diego. Being Document No. 322723.

FRED W. SICK
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-THREE DOLLARS (\$283.00), 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 5th day of September, 1940.

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, 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:

J A CANNON

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

Total amount of premium charged, \$5.00

STATE OF CALIFORNIA, }
County of San Diego. } SS.

On this 5th day of September in the year nineteen hundred forty 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 6th day of September 1940.
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. 72069 passed and adopted on the 20th day of August, 1940, require and fix the sum of \$283.00 as the penal sum of the foregoing Undertaking.

(SEAL)

FRED W. SICK
City Clerk of The City of San Diego.

CONTRACT FOR STREET LIGHTING.

Ocean Beach Lighting District No. 1

THIS AGREEMENT, made and entered into this 10th day of September, 1940, 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, 1940, to-wit, to and including August 13, 1941.

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 29, 1940, 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 Pres.

THE CITY OF SAN DIEGO
By
FRED W. SIMPSON
L.F.WEGGENMAN
ADDISON E. HOUSH
HERBERT E. FISH
HARLEY E. KNOX
A.E.FLOWERS
Members of the Council

(SEAL) ATTEST:
FRED W. SICK
City Clerk
By CLARK M. FOOTE JR.,
Deputy

I hereby approve the form of the foregoing Contract, this 6th day of September, 1940.
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 covering Ocean Beach Lighting District No. 1. Being Document No. 322897.
FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willey 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 ELEVEN DOLLARS (\$311.00), 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 5th day of September, 1940.

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, 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-President
Surety

Total amount of premium charged, \$5.00

STATE OF CALIFORNIA, }
County of San Diego. } ss.

On this 5th day of September, in the year nineteen hundred forty, 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 6th day of September 1940.
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. 72068 passed and adopted on the 20th day of August, 1940, require and fix the sum of \$311.00 as the penal sum of the foregoing Undertaking.

(SEAL) FRED W. SICK
City Clerk of The City of San Diego.

CONTRACT FOR STREET LIGHTING.
Mission Beach Lighting District No. 2

THIS AGREEMENT, made and entered into this 10th day of September, 1940, 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, herein- after called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceed- ings of the Council of The City of San Diego, has been awarded the contract for the work herein- after 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 fol- lowing 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, 1940, to-wit, to and including August 16, 1941.

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, 1940, 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 Two Hundred Forty- three and 20/100 Dollars (\$1,243.20) 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 "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 furnish- ing 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 Two Hundred Forty-three and 20/100 Dollars (\$1,243.20) 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 Two Hundred Forty-three and 20/100 Dollars (\$1,243.20).

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:
J.A.CANNON
Secretary

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
By A.E.HOLLOWAY
Vice Pres.

THE CITY OF SAN DIEGO
By
FRED W. SIMPSON
L.F.WEGGENMAN
ADDISON E. HOUSH
HERBERT E. FISH

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page
405

(SEAL) ATTEST:
FRED W. SICK City Clerk
By CLARK M. FOOTE JR.,

HARLEY E. KNOX
A.E.FLOWERS
Members of the Council

Deputy
I hereby approve the form of the foregoing Contract, this 6th day of September, 1940.
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 covering Mission Beach Lighting District No. 2. Being Document No. 322898.
FRED W. SICK
City Clerk of the City of San Diego, California.

By Helen M. Walling Deputy

KNOW ALL MEN BY THESE PRESENTS, That ANDY WOODS, as Principal and THE AETNA CASUALTY AND SURETY COMPANY, a corporation of the State of Connecticut, having its principal office in the City of Hartford and duly licensed in California, 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 ONE THOUSAND ONE HUNDRED NINETY-THREE Dollars (\$1,193.00), 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 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 4th day of September, 1940.

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 - Model AC-302 GMC 1-1/2 ton dump truck,
- 2 - Model AC-302 GMC 1-1/2 ton flat bed truck,
- 1 - Model AC-303 GMC 1-1/2 ton chassis and cab, and
- 1 - Model AC-252 GMC 1-1/4-1-1/2 ton canopy truck,

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.

ANDY WOODS
Principal.

ATTEST: F. BREEN

(SEAL) ATTEST:
D.E.WHITNEY
Resident Assistant Secretary

THE AETNA CASUALTY AND SURETY COMPANY
By F.X.SCHOEFER Resident Vice President
Surety.

STATE OF CALIFORNIA }
County of Los Angeles } SS.

On this 4th day of September, in the year nineteen hundred forty, before me, C.A.AKIN, a Notary Public in and for the said County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared F.X.Schoefer, known to me to be the Resident Vice-President and D.E.Whitney, 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) C.A.AKIN
My commission expires February 21, 1943 Notary Public in and for said Los Angeles County, State of California.

I hereby approve the form of the within Bond, this 10th day of September, 1940.
D. L. AULT

City Attorney
I hereby approve the foregoing bond this 10th day of September, 1940.
F.A.RHODES City Manager
By F.M.LOCKWOOD
Asst. City Manager

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 10th day of September, 1940, 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 ANDY WOODS, 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: 1 - Model AC-302 GMC 1-1/2 ton dump truck, 2 - Model AC-302 GMC 1-1/2 ton flat bed trucks, 1 - Model AC-303 GMC 1-1/2 ton chassis & cab, and 1 - Model AC-252 GMC 1-1/4-1-1/2 ton canopy truck, all in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 322162.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

1 - Model AC-302 GMC 1-1/2 ton dump truck	\$1122.70
2 - Model AC-302 GMC 1-1/2 ton flat bed truck @ \$885.80 ea	\$1771.60
1 - Model AC-303 GMC 1-1/2 ton chassis & cab	\$ 844.60
1 - Model AC-252 1-1/4-1-1/2 ton canopy truck	\$1030.00

Said prices include the California State Sales Tax.

Said contractor agrees to complete delivery of said material within 15 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: Four Thousand Seven Hundred Sixty-eight and 90/100 Dollars (\$4,768.90), 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 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. 72120 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 F.A.RHODES City Manager
By F.M.LOCKWOOD
Asst. City Manager

ATTEST: F. BREEN

ANDY WOODS
Contractor

I hereby approve the form of the foregoing contract, this 10th day of September, 1940.
D.L.AULT
City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Andy Woods for trucks. Being Document No. 322942.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willis Deputy

KNOW ALL MEN BY THESE PRESENTS, That CAMPBELL CHEVROLET COMPANY, 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 SIX HUNDRED TEN DOLLARS (\$610.00), 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 September, 1940.

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: 4 - 1/2 ton Chevrolet pickup trucks 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: I. C. ORR

This is to certify that the Campbell Chevrolet Company is a Co-Partnership and that K.W.Stott is the Secretary and Treasurer with authorization to sign for the company.

(SEAL) I.C.ORR Notary Public
My Commission expires Nov. 3, 1941

CAMPBELL CHEVROLET COMPANY
a Co-Partnership
K.W.STOTT Secretary and Treasurer
Principal

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 5th day of September in the year one thousand nine hundred and forty, 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 10th day of September, 1940.
D.L.AULT
City Attorney

I hereby approve the foregoing Bond this 10th day of September, 1940.

F.A.RHODES City Manager
By F.M.LOCKWOOD Asst. City Manager

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 10th day of September, 1940, 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 CAMPBELL CHEVROLET 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: 4 - 1/2 ton Chevrolet pickup trucks, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 322162.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit: 4 - 1/2 ton Chevrolet pickup trucks @ \$609.40 - \$2437.60. Said price includes the California State Sales Tax.

Said contractor agrees to complete said delivery on or before the ___ day of ___, 193__.

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: Two Thousand Four Hundred Thirty-seven and 60/100 Dollars (\$2437.60), 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. 72117 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 F.A.RHODES City Manager
By F.M.LOCKWOOD
Asst. City Manager

CAMPBELL CHEVROLET COMPANY Contractor
a Co-Partnership

ATTEST: I.C.ORR

K.W.STOTT
Secretary and Treasurer

I hereby approve the form of the foregoing contract, this 10th day of September, 1940.
D.L.AULT

City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Campbell Chevrolet Company on pickup trucks. Being Document No. 322985.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willig Deputy

KNOW ALL MEN BY THESE PRESENTS, that CITY CHEVROLET 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 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 SIX DOLLARS (\$806.00), 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 September, 1940.

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: 4 - 1/2 ton Chevrolet pickup trucks and 1 - Chevrolet delivery sedan, 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: _____

CITY CHEVROLET COMPANY
N.A.MORGAN Pres.
Principal

MARYLAND CASUALTY COMPANY
Surety.

ATTEST: _____

By F.F.EDELEN
(F.F.Edelen) Its Attorney-in-Fact. (SEAL)

STATE OF CALIFORNIA)
County of San Diego) ss

On this 9th day of September, 1940, 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 11th day of September, 1940.
D.L.AULT
City Attorney

I hereby approve the foregoing bond this 11th day of September, 1940.
F.A.RHODES City Manager
By F.M.LOCKWOOD
Asst. City Manager

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 11th day of September, 1940, 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 CITY CHEVROLET 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: 4 - 1/2 ton Chevrolet pickup trucks and 1 - Chevrolet delivery sedan, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 322162.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

4 - 1/2 ton Chevrolet pickup trucks @ \$609.40 ea - - - - - \$2437.60
1 - Chevrolet delivery sedan ----- - - - - - \$ 783.32

Said prices include the California State Sales Tax.

Said contractor agrees to complete said delivery on or before the _____ day of _____, 1940.

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 Two Hundred Twenty and 92/100 Dollars (\$3220.92), 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. 72118 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 F.A.RHODES
City Manager.
By F.M.LOCKWOOD
Asst. City Manager
CITY CHEVROLET COMPANY Contractor.
N A MORGAN
Pres.

ATTEST: _____

I hereby approve the form of the foregoing contract, this 11th day of September, 1940.
D.L.AULT
City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract covering trucks with City Chevrolet Company. Being Document No. 322991.
FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willis Deputy

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 THREE HUNDRED SEVENTY-ONE Dollars (\$371.00), 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 September, 1940.

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 to 3 ton, Model K20, Studebaker truck, 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.P.SMITH

Secy Treas.

J.R.TOWNSEND COMPANY, INC.

J.R.TOWNSEND Pres.

Principal

GREAT AMERICAN INDEMNITY COMPANY Surety

By L DOSTER

By E.K.JAMES

Attorneys-in-fact

(SEAL) ATTEST:

STATE OF CALIFORNIA)
County of San Diego) ss.

On this 4th day of September in the year one thousand nine hundred and forty, 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 1-12-42

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

I hereby approve the form of the within Bond, this 10th day of September, 1940.

D.L.AULT

City Attorney

I hereby approve the form of the foregoing contract this 10th day of September, 1940.

F.A.RHODES City Manager

By F.M. LOCKWOOD

Asst. City Manager

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 10th day of September, 1940, 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, 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: 1 - 2 to 3 ton, Model K20, Studebaker truck, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 322162.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit: One Thousand Four Hundred Eighty-three and 83/100 Dollars (\$1483.83). Said price includes the California State Sales Tax.

Said contractor agrees to complete said delivery on or before the 10th day of October 1940.

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 Eighty-three and 82/100 Dollars (\$1483.83), 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. 72116 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 F.A. RHODES City Manager.
By F.M. LOCKWOOD
Asst. City Manager

(SEAL) ATTEST:
B.P. SMITH

Secy. Treas.

J.R. TOWNSEND COMPANY, INC.
J.R. TOWNSEND Pres.
Contractor.

I hereby approve the form of the foregoing contract, this 10th day of September, 1940.
D.L. AULT

City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with J. R. Townsend Company for one truck. Being Document No. 322996.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Wilbig Deputy

LEASE

THIS INDENTURE OF LEASE, made and entered into this 1st day of September, 1940, by and between THE CITY OF SAN DIEGO, a municipal corporation within 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 CONSOLIDATED AIRCRAFT CORPORATION, a private corporation organized and existing under and by virtue of the laws of the State of Delaware, as Lessee, hereinafter called "the Corporation," WITNESSETH:

That the City, lessor as aforesaid, does by these presents demise and lease unto the Corporation, lessee as aforesaid, upon the terms and conditions and for the purposes and uses hereinafter recited, and the Corporation hereby hires and accepts from the City, upon the terms and conditions and for the uses and purposes hereinafter recited, the property and appurtenances, rights and privileges, hereinafter set out, in and to and concerning or pertaining to 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 of California, entitled, "An Act conveying certain tide lands 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 providing for the government, management and control thereof," approved on the first day of May, 1911, and as subsequently amended, said property, rights and privileges being particularly described as follows, to-wit:

FIRST:

Beginning at a point on the southwesterly prolongation of the northwesterly line of Quince Street distant 308 feet from the southwesterly line of California Street; thence northwesterly on a line parallel to and distant 308 feet southwesterly from the southwesterly line of California Street a distance of 310.5 feet to a point; thence south 53° 29' 10" west a distance of 399.99 feet to a point; thence north 68° 16' 30" west a distance of 190.02 feet to the true point or place of beginning; thence continuing north 68° 16' 30" west a distance of 569.93 feet to a point; thence north 36° 30' 50" west on a line parallel to and distant 1308 feet southwesterly from the southwesterly line of California Street a distance of 2290.73 feet to a point; thence north 28° 49' 59" east on a line coinciding with the southwesterly prolongation of the southeasterly line of Harasthy Street a distance of 414.32 feet, more or less, to its 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 southeasterly following along the said mean high tide line the following courses: First south 71° 47' 18" east a distance of 58.35 feet, more or less; thence south 70° 24' 51" east a distance of 42.88 feet, more or less; thence south 70° 25' 10" east a distance of 58.249 feet, more or less; thence south 73° 09' 40" east a distance of 100.186 feet; thence south 62° 12' 10" east a distance of 100.855 feet; thence south 77° 08' 10" east a distance of 100.855 feet; thence south 77° 55' 10" east a distance of 101.046 feet; thence south 73° 37' 10" east a distance of 46.178 feet, more or less, to an intersection with the arc of a curve concave to the southwest having a radius of 3542 feet, the center of which bears South 30° 59' 33" west; thence southeasterly along the arc of said curve an arc distance of 183.31 feet to a point; thence leaving the said curve south 43° 00' 55" west a distance of 504.87 feet to a point; thence south 36° 30' 50" east on a line parallel to and distant 1008 feet southwesterly from the southwesterly line of California Street a distance of 2192.97 feet to the true point or place of beginning, containing 999,905 square feet, or 22.9547 acres of tideland area.

Said above described land being shown and designated by the area cross-hatched upon Drawing No. 123 X, marked Exhibit "A", attached hereto and made a part of this lease.

SECOND:

The full and free, non-exclusive, use, in common with others, of the municipal landing field and airport known as Lindbergh Field as it now exists, or as it may be extended, enlarged, or improved; its ramps, runways, taxiways, passage ways, its boundary and flood lights, beacons, ceiling lights, aids, conveniences and other appurtenances as they each now exist, or be later provided, for flying purposes, and as a day and night port, landing field and terminal for aircraft and vehicles; and the City covenants that it will exercise ordinary care to maintain and preserve said landing field and facilities in reasonably safe and adequate condition during the full term of this lease, and any extension thereof.

THIRD:

Subject to all rules and regulations in force applicable to the maintenance and operation of said Lindbergh Field, the full and free access, ingress and egress to and from the leased premises, landing field, radio station, ramps, runways, and the convenient public roads and ways, for its employees, patrons, invitees, vehicles, aircraft, service connections and mobile fueling equipment.

TO HAVE AND TO HOLD the said premises and appurtenances, together with the rights and privileges expressed herein, or necessarily inferred therefrom, unto the said CONSOLIDATED AIRCRAFT CORPORATION, for the period of years commencing on the 1st day of September A.D., 1940, and extending to the 30th day of June, A.D. 1983, at and for the rental of One Thousand Dollars (\$1,000.00) per year, payable yearly in advance on or before the first day of each year of said term, the first payment payable on or before the 1st day of September, A.D. 1940.

In addition to the foregoing provisions, it is hereby agreed that this lease is granted and accepted upon the further terms and conditions following:

(1) That the demised premises shall be used principally for the purpose of manufacturing, repairing, storing, operating and selling aircraft and related products, and for any purposes connected therewith or incident thereto.

(2) That any buildings or structures erected upon the leased premises shall be in accordance with all valid city ordinances and regulations having application thereto, and that the plans therefor shall be, prior to the erection of such buildings or structures, submitted to and approved by the Harbor Commission of said City.

Subject to the restrictions of the United States Government, the Corporation will permit the authorized representatives or officers of the City and of the Harbor Commission of said City to enter upon the premises during the usual business hours for purposes of inspection.

That the Corporation, its agents and employees, will observe and obey such valid rules and regulations as may be promulgated and uniformly enforced by the proper Federal, State and City Officers or departments, to insure the safe, orderly and convenient conduct of aerial operations upon and from the said airport.

(3) That in the use of said Lindbergh Field, as hereinabove provided, the Corporation shall be subject to all reasonable 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, the charter and ordinances of The City of San Diego, applicable to the operation of airports and/or aircraft and/or to the leasing of tide lands by said City.

(4) That said Corporation shall at all times carry fire equipment and apparatus satisfactory to the Harbor Commission.

(5) The Corporation shall indemnify and keep the City harmless from any claims, costs or judgments proximately resulting from its operations and occupancy under the terms hereof; provided, however, that prompt notice of any such claim as may be filed with the City shall be given to the Corporation, and it shall be afforded the timely privilege and option of defending same.

(6) All buildings, structures and improvements placed by the Corporation on said premises, and all equipment installed on said premises by the Corporation, and all field equipment furnished by the Corporation at its expense, shall remain the property of the Corporation, and upon the termination of this lease, said buildings, improvements, structures and equipment shall be removed from said premises by the Corporation, or otherwise disposed of, within a reasonable time after termination hereof; subject, however, to any constitutional, statutory or contract lien which the City may have for unpaid rents or charges.

(7) The Corporation shall use, during the entire term of this lease, the premises hereby leased as a part of its main aircraft manufacturing plant (including emergency standby facilities) now operated and maintained upon lands contiguous to the premises hereby leased, which said contiguous lands were heretofore leased by the City of San Diego to said Corporation.

If the Corporation shall fail to comply with the requirements of this condition, or shall at any time during the term of this lease and any extension or renewal thereof, discontinue the use of said premises for the purposes herein contemplated, or shall establish or maintain its main manufacturing plant or operations elsewhere, the City shall have the right, as its sole and exclusive remedy, upon sixty (60) days' written notice, to terminate this lease and all rights and privileges granted hereunder, save and except the right of the Corporation to remove buildings, improvements, structures and equipment that it may have theretofore placed upon said premises; provided, further, that the Corporation shall at any time prior to the expiration of this lease, and any extension or renewal thereof, anything to the contrary in this lease notwithstanding, have the right, at its election, to surrender to the City this lease and all of its rights hereunder, save and except the right of the Corporation to remove buildings, improvements, structures and equipment that it may have theretofore placed upon said premises, upon payment to the City of all rentals accrued to the date of such surrender, without any further liability on the part of the Corporation. In event of such surrender, however, the Corporation shall have no claim upon the City for the rebate or return of any amount of rent theretofore paid by it hereunder.

(8) Neither the whole nor any portion of this lease shall be assignable or transferable, nor shall any portion in excess of a total of twenty percent (20%) of the entire area hereby leased be sublet, without the consent of the Harbor Commission of said City evidenced by resolution duly and regularly adopted by said Commission. Provided, however, that said Harbor Commission shall not refuse or withhold its approval to an assignment or transfer of this lease to an assignee conducting an aircraft manufacturing business similar to that conducted or to be conducted on the leased premises by said Corporation, and whose financial standing and responsibility is at least equal to the present financial standing and responsibility of the Lessee herein.

(9) In event of breach by the Corporation of any of the covenants herein contained, the City may serve notice in writing upon the Corporation that if such breach is not cured within a sixty (60) day period the City may declare this lease at an end, and upon such a declaration by the City of its termination of this lease, the said Corporation shall remove from the said demised premises and have no further right or claim thereto, and the City shall immediately thereupon, without recourse to the Courts, have the right to take possession of said premises, and said Corporation shall forfeit all rights and claims thereto and thereunder; provided, however, that in the event of a termination of this lease as in this paragraph provided, the Corporation may within such reasonable time as the Harbor Commission may designate, remove all buildings, improvements, structures and equipment and other personal property of the Corporation from the premises herein leased, or otherwise dispose of the same; provided, further, that no such termination shall in any wise relieve the Corporation from the obligation to pay any rentals and charges accrued and unpaid up to the time hereof.

(10) If at any time during the term of this lease the tenancy hereunder shall interfere with the use of any of the tide lands of San Diego Bay lying bayward of the bulkhead line as now established, for navigation, commerce and fisheries, or in any manner become inconsistent with the trusts under which the said tide lands are held from the State of California, the City shall have the right to terminate this lease upon one year's notice and the payment to the Corporation of reasonable compensation, which shall be based upon and limited to compensation for the actual value at the time of the termination of this demised premises by the Corporation, as are authorized or permitted under the terms of this lease, and shall not be held to include or require compensation to be paid in any amount to said Corporation for any damage to or interference with, or loss of business or franchise, occasioned by any such termination.

(11) The City reserves the right to lay and maintain water or sewer pipes across any of the premises occupied or to be occupied by the Corporation hereunder, provided that said Corporation shall not be disturbed in the possession and use of said premises to any greater degree than may be necessary for such purposes.

(12) Reference is hereby made to all laws as now existing and as hereafter amended or enacted applicable to the leasing of tide lands by The City of San Diego, and by such references 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.

(13) The City shall gradually improve Lindbergh Field and increase the ground area thereof, in accordance with the official plans and program as the same now exists, for the full and free, non-exclusive use, of the Corporation, in common with others, of the said field, for flying activities during the full term of this lease, together with any extension thereof.

(14) The City shall allow no buildings or flying obstructions to be erected on the field side of the premises herein leased.

*lease of such buildings, structures and physical improvements placed upon the

It is further understood and agreed that unless this lease shall have been terminated for a cause herein provided, upon the expiration of the term hereby granted the Corporation shall, provided it is not then in default as to any of the terms or conditions herein contained, have the right to a renewal of this lease, upon the same terms and conditions and for the same purposes and uses, for an additional period of fifty (50) years: provided, further, that if the Corporation shall desire and intend to avail itself of the right to such renewal, it shall notify the City in writing thereof at least one (1) year prior to the expiration of the term of this lease, and the City shall notify the Corporation in writing of the provisions of this paragraph not more than five (5) years nor less than two (2) years prior to the expiration of the term hereby granted. The failure of the Corporation to give said notice of renewal shall relieve the City from any obligation to make such renewal, provided the City has itself given the notice to the Corporation herein provided for.

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, and this instrument when so executed shall be deemed effective from the date 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
WILLIAM HARPER

Members of the Harbor Commission of
The City of San Diego.

CONSOLIDATED AIRCRAFT CORPORATION
By R.H.FLINT
President

(SEAL) ATTEST:
R.A.STANBERRY
Secretary

I hereby approve the form of the foregoing Lease this 10th day of September, 1940.

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 Tide-land Lease with Consolidated Aircraft Corporation. Being Document No. 323041.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willig Deputy

A G R E E M E N T

WHEREAS, Miriam Spreng are, is the owner of Lot 5 Block A Subdivision Cornish 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 21 day of August, 1940, by Miriam Spreng that she will, for and in consideration of the permission granted her to remove 16 feet of curbing on 1257 Moana Dr 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 her so to do, and comply there-with at her 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.

MIRIAM SPRENG
Owner's Name
1257 Moana Dr.
Address

STATE OF CALIFORNIA, }
County of San Diego } ss

On this 21st day of August, A.D. Nineteen Hundred and Forty, before me, the undersigned a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Miriam Spreng 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 Nov. 10, 1943 Notary Public in and for the County of San Diego,
State of California.

RECORDED SEP 6 1940 10 min. past 9 A.M. in Book 1062 at Page 414 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 Curb Cutting Agreement from Miriam Spreng to City of San Diego. Being Document No. 322766.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willig Deputy

A G R E E M E N T

WHEREAS, PAUL W. LAMOREAUX are, is the owner of south 17½ ft. of lot 4 & north 32½ ft of lot 5 Block 147 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 20 day of August, 1940, by Paul W. Lamoreaux that he will, for and in consideration of the permission granted him to remove 18 feet of curbing on 3519 India 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.

I further agree that this agreement shall be binding on myself, 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.

PAUL W. LAMOREAUX Owner's Name
3519 India St. Address

STATE OF CALIFORNIA, }
County of San Diego } ss

On this 24th day of August, A.D. Nineteen Hundred and Forty, before me, Marie D. Sparks a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Paul W. Lamoreaux 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) MARIE D. SPARKS
My Commission expires Nov. 10 1943 Notary Public in and for the County of San Diego,
State of California

RECORDED SEP 6 1940 10 min. past 9 A.M. in Book 1062 at Page 415 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 Curb Cutting Agreement from Paul W. Lamoreaux, to City of San Diego. Being Document No. 322767.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willis Deputy

A G R E E M E N T

WHEREAS, ETHELYN MANDERS are, is the owner of 4210 Albatross Lot 813 Block Subdivision Gilbert's Hillcrest 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 26th day of August, 1940, by ETHELYN MANDERS that I will, for and in consideration of the permission granted me to remove 16 feet of curbing on Albatross 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.

MRS ETHELYN MANDERS Owner's Name
4210 Albatross Address

STATE OF CALIFORNIA, }
County of San Diego } ss

On this 26th day of August, A.D. Nineteen Hundred and Forty, before me, the undersigned a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared ETHELYN MANDERS 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) MARIE D. SPARKS
My Commission expires Nov. 10, 1943. Notary Public in and for the County of San Diego,
State of California.

RECORDED SEP 6 1940 10 min. past 9 A.M. in Book 1074 at Page 66 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.
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 Ethelyn Manders to City of San Diego. Being Document No. 322768.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willis Deputy

A G R E E M E N T

WHEREAS, GLADYS I. RAND is the owner of Lot 8 Block 134 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 30th day of August, 1940, by GLADYS I. RAND that she will, for and in consideration of the permission granted hereto to remove 16 feet of curbing on Sassafras 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 _____, 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.

GLADYS I. RAND Owner's Name
1404 Sassafras Street, San Diego, Calif.
Address

STATE OF CALIFORNIA,)
County of San Diego) ss

On this 30th day of August, A.D. Nineteen Hundred and Forty, before me, George A. Lazar, Jr. a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Gladys I. Rand 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)

GEORGE A. LAZAR JR.
Notary Public in and for the County of San Diego,
State of California

RECORDED SEP 6 1940 10 min. past 9 A.M. in Book 1074 at Page 67 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.

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 Gladys I. Rand to City of San Diego. Being Document No. 322791.

FRED W. SICK

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 19th day of September, 1940, 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 B.J. PRIMMER, doing business as "The San Diego Seat Advertising Company," hereinafter called the Concessionaire, WITNESSETH:

WHEREAS, the Concessionaire is desirous of placing and maintaining reinforced concrete benches upon the public streets and other places in the City, and of leasing or selling advertising space thereon; and

WHEREAS, it is considered advisable and for the best interests of the City to grant such concession and privilege, upon the terms and conditions hereinafter stated;

NOW, THEREFORE, in consideration of the payments hereinafter mentioned, to be made to the City, the promises on the part of the concessionaire to be kept and performed, and for other valuable considerations, the City hereby grants to Concessionaire the concession right and privilege to place a minimum of 500 benches, with or without advertising thereon, upon the public streets and other places in the City, upon the following terms and subject to the following conditions:

The Concessionaire hereby agrees to comply with the provisions of Ordinance No. 1152 (New Series) and amendment thereto; which ordinance shall by reference become a part of this agreement, the same as though copied herein.

Concessionaire further agrees as follows:

Benches with or without advertising must be installed in accordance with the following schedule:

During the first six months after date of this concession a minimum of 25 benches.

At the end of the first year a minimum of 50 benches.

At the end of 18 months from concession date a minimum of 75 benches.

At the end of 24 months from concession date a minimum of 200 benches.

At the end of 30 months from concession date a minimum of 250 benches.

At the end of 36 months from concession date a minimum of 300 benches.

At the end of 60 months from concession date a minimum of 500 benches.

Only benches carrying advertising will be obliged to pay the monthly license fees, in accordance with provisions of Section 2 of Ordinance No. 1152 (New Series), and amendment thereto (Ordinance No. 1703 (New Series)).

Any and all benches after being installed on the streets and other places in The City of San Diego must not be removed from said streets and other places by Concessionaire during the life of this agreement, and/or renewal thereof except in case of default by Concessionaire, and then only by order of the City Manager.

When advertising contracts on benches placed on the streets of San Diego under this agreement have terminated, during the interim of securing other advertisements for said benches, Concessionaire is privileged to display the following sign on said Benches: "FOR ADVERTISING SPACE ON THIS BENCH CALL TELEPHONE NO. _____," with no rental or license fee therefor.

The Concessionaire shall have the right to place and maintain these benches for advertising purposes, subject to the approval of the City Manager, at various locations within The City of San Diego, all in accordance with the provisions of said ordinance and amendment thereto.

It is further agreed that all said locations shall be used only for such benches, with or without advertising, that are made and placed thereby the Concessionaire during the existence of this contract after approval of the same by the City Manager.

It is further agreed by and between the parties hereto, should a request be made for a bench or benches at locations other than where the Concessionaire has already located a bench or benches, that the Concessionaire is hereby given thirty (30) days to comply with such request before any other person or company shall have the right to fill the request by placing a bench or benches at the said location. The said thirty (30) days shall start when notice has been received by the Concessionaire, provided, however, this contract be in full force and effect at the time the new request is made for a bench or benches.

It is further agreed by and between the parties hereto that the Concessionaire shall be given five (5) years from date to place 500 benches at locations contained in "Exhibit A" hereto attached and made a part hereof.

It is further agreed by and between the parties hereto that before any of the benches are to be placed on location, permission from the property owner, or his authorized agent, must be filed with the City Manager.

Concessionaire agrees that no labor other than citizens of The City of San Diego shall be employed under this contract, and that he will pay the prevailing wage for the class of labor performed thereon.

The term of this concession shall be for a period of five (5) years, and may be renewed for an additional period of five (5) years, conditioned upon the faithful performance of the provisions of this concession by said Concessionaire, upon the same terms and conditions now provided by the terms of Ordinance No. 1152 (New Series) and amendment thereto (Ordinance No. 1703 (New Series)).

In the event either party shall fail and/or neglect to do or perform each and/or all of the terms and conditions of this contract on his or its part to be performed, the aggrieved party may give party in default thirty (30) days' written notice to correct conditions in default, and if party in default refuses or neglects to make such corrections within the thirty-day period, the aggrieved party may terminate this contract. Should second party be in default, he is hereby granted ninety (90) days from the expiration of the thirty-day period in which to remove all benches theretofore installed by him under the terms of this contract, if requested so to do by the City.

That Concessionaire shall promptly and in any event, within not more than five (5) years after execution of this concession, and with the approval of the bond and insurance policy required by said Ordinance No. 1152 (New Series), place at designated locations the number or benches provided for in this concession.

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 Concessionaire has hereunto subscribed his name, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO

By F.A.RHODES

City Manager.

SAN DIEGO SEAT ADVERTISING CO.

By B.J.PRIMMER Mgr.

Concessionaire.

I hereby approve the form of the foregoing contract, this 23rd day of September, 1940.

D.E.AULT

City Attorney.

EXHIBIT "A"

Herewith is submitted EXHIBIT "A", which is hereto attached and made a part of the advertising SEAT contract between, B.J.Primmer, d/b as San Diego Seat Advertising Company and The City of San Diego, California.

It is hereto agreed by and between the parties hereto that in all cases where streets do not actually intersect it is to be presumed that the lines are actually prolonged and extending across each other forming an intersection and the SEAT is to be placed in the described location.

In all cases where permission is given to place a SEAT or SEATS at any intersection by the City Manager the said permission is to extend up to 150 feet in either direction from the point of intersection and as many SEATS may be placed at the intersection as is necessary to properly serve the general public.

It is further understood by and between the parties hereto; that where the word street is used; it is to be construed to mean, Avenue, Lane, Boulevard, Highway, Road, or etc., as actually exists at the particular location. Where street names have been changed the new name is to be inserted.

It is further agreed by and between the parties hereto that as many SEATS as are necessary to serve the general public may be placed at Mission Beach Amusement Center, Ocean Beach, Pacific Beach and Harbor Drive along San Diego Bay.

It is further agreed by and between the parties hereto that as many SEATS as are necessary to serve the general public are to be placed along the Strandway as soon as the Street car tracks are removed and the center of the street is paved. These SEATS are to serve the patrons of the new bus line to be installed in place of the street cars. As there are contemplated changes in the streets over which the bus line is to travel it is believed SEATS placed on location before the improvements are completed would inconvenience the progress of the work.

Permission is asked for the following locations specifically.

NW & SW cor., Cedar St & Pacific Highway	Spots 1 & 2
SE cor., Cedar St. & Pacific Highway	Spot 3
NW & SE cor., Ash & Pacific Highway	Spots 4 & 5
NW-SW & NE cor Broadway & Pacific Highway	Spots 6-7 & 8
SW & NE cor., Broadway & Kettner	Spots 9 & 10
SW & NE cor., Broadway & Columbia Sts.	Spots 11 & 12
SW & NE cor., Broadway & India Sts.	Spots 13 & 14
SW-NE & NW cor Broadway & State Sts.	Spots 15-16 & 17
SW & NE cor. Broadway & Union Sts.	Spots 18 & 19
SW & NE cor. Broadway & Front Sts.	Spots 20 & 21
SW & NE cor. Broadway & First Sts.	Spots 22 & 23
SW cor. Second & Broadway	Spot 24
SW-SE & NW cor. Third & Broadway	Spots 25-26 & 27
SE & NW cor. Third & C	Spots 28 & 29
SE & SW cor. Third & B	Spots 30 & 31
NE & SW cor. Second & B	Spots 32 & 33
NE & SE cor. First & B	Spots 34 & 35
SE cor. First & C	Spots 36
NE cor. Front & B	Spot 37
NE cor. Union & B	Spot 38
NE & NW cor. State & B Sts.	Spots 39 & 40
NW cor State & C	Spot 41
NW cor State & E	Spot 42
SW cor. Union & E	Spot 43
SW cor. Front & E	Spot 44
SW cor. First & E	Spot 45

SW cor. Second & E	Spot 46
SW & SE cor. Third & E	Spots 47 & 48
SE & NE cor. Third & F	Spots 49 & 50
NE cor. Second & F	Spot 51
NE cor. First & F	Spot 52
NE cor. Front & F	Spot 53
NE cor. Union & F	Spot 54
NE cor. State & F	Spot 55
NE cor. Columbia & F	Spot 56
NE cor. India & F	Spot 57
NE & SE cor. Kettner & F	Spots 58 & 59
SE cor. Kettner & E	Spot 60
SE cor. Grape & Pacific Highway	Spot 61
NW cor. Hawthorne & Pacific Highway	Spot 62
SE cor. Juniper & Pacific Highway-also NW	Spots 63 & 64
SE & NW cor. Laurel & Pacific Highway	Spots 65 & 66
SE & NE cor. Pacific Highway & Olive	Spots 67 & 68
SE & NE cor. Quince & Pacific Highway	Spots 69 & 70
SE & SW cor. Pacific Highway & Spruce Sts.	Spots 71 & 72
SE & NW cor. Pacific Highway & Sassafras	Spots 73 & 74
SE cor. Pacific Highway & Upas	Spot 75
NW cor. Pacific Highway & Harasthy	Spot 76
NW cor. Pacific Highway & Sutherland	Spot 77
SE cor. Noell & Pacific Highway	Spot 78
NW cor. Pacific Highway & Estudillo	Spot 79
SE cor. Wright & Pacific Highway	Spot 80
SE & NW cor. Coutts & Pacific Highway	Spots 81 & 82
SE & NW cor. Witherby & Pacific Highway	Spots 83 & 84
NW & SW cor. Barnett & Pacific Highway	Spots 85 & 86
SE cor. Del Mar & Cable St.	Spot 87
NE cor. Del Mar & Sunset Cliffs Blvd.	Spot 88
SW cor. Cable & Coronado Sts. 6	Spot 89
NE & SW cor. Cable & Santa Cruz	Spot 90 & 91
NE & SW cor. Cable & Del Monte	Spots 92 & 93
NE & SW cor. Cable & Narragansetts Sts.	Spots 94 & 95
NE & SW cor. Cable & Niagara Sts.	Spots 96 & 97
NE & SW cor. Cable & Newport	Spots 98 & 99
NE & SW cor. Cable & Santa Monica	Spots 100 & 101
NE & SW cor. Cable & Saratoga	Spots 102 & 103
NE & SW cor. Cable & Cape May	Spots 104 & 105
NE & SW cor. Cable & Brighton	Spots 106 & 107
NE & SW cor. Cable & Long Branch	Spots 108 & 109
NE & SW cor. Cable & Muir	Spots 110 & 111
NW & SE cor. Cable & Voltaire	Spots 112 & 113
NW & SE cor. Voltaire & Sunset Cliffs	Spots 114 & 115
SE & NW cor. Voltaire & Ebers	Spots 116 & 117
SE & NW cor. Voltaire & Froude	Spots 118 & 119
SE cor. Soto & Voltaire	Spot 120
NW cor. Guizot & Voltaire	Spot 121
SE cor. Voltaire & Mendocino	Spot 122
NW cor. Voltaire & Venice	Spot 123
SE & NW cor. Voltaire & San Clemente	Spots 124 & 125
SE & NW Voltaire & Catalina	Spots 126 & 127
NE & SW cor. Zola & Chatsworth Blvd.	Spots 128 & 129
NE cor. Alcott & Chatsworth	Spot 130
SW cor. Curtis & Chatsworth	Spot 131
NE cor. Dumas & Chatsworth Sts.	Spot 132
SW cor. Elliott & Chatsworth Sts.	Spot 133
NE cor. Hyacinth & Chatsworth Sts.	Spot 134
SW cor. Freeman & Chatsworth Sts.	Spot 135
NE cor. Goldsmith & Chatsworth Sts.	Spot 136
SW cor. Homer & Chatsworth Sts.	Spot 137
NE cor. Ibsen & Chatsworth	Spot 138
SW cor. James & Chatsworth	Spot 139
NE cor. Kingsley & Chatsworth	Spot 140
SE & NW cor. Lytton & Evergreen	Spots 141 & 142
NE & NW cor. Lytton & Rosecrans	Spots 143 & 144
SE & NW cor. Voltaire & Poinsetta	Spots 145 & 146
NW & NE cor. Voltaire & Chatsworth	Spots 147 & 148
SW cor. Lytton & Rosecrans	Spot 149
NE cor. Kingsley & Rosecrans	Spot 150
NE & SW cor. Ibsen & Rosecrans	Spots 151 & 152
NE & SW cor. Goldsmith & Rosecrans Sts.	Spots 153 & 154
NE & SW cor. Elliott & Rosecrans	Spots 155 & 156
NE & SW cor. Curtis & Rosecrans	Spots 157 & 158
NE & SW cor. Zola & Rosecrans	Spots 159 & 160
NE & SW cor. Xenophon & Rosecrans	Spots 161 & 162
NE & SW cor. Udall & Rosecrans	Spots 163 & 164
NE & SW cor. Sterne & Rosecrans	Spots 165 & 166
NE & SW Quimby & Rosecrans (cor.)	Spots 167 & 168
NE & SW Oliphant & Rosecrans (cor.)	Spots 169 & 170
NE & SW Lowell & Rosecrans (cor.)	Spots 171 & 172
NE & SW cor. Jarvis & Rosecrans	Spots 173 & 174
NE & SW cor. Garrison & Rosecrans	Spots 175 & 176
NE & SW cor. Dickens & Rosecrans	Spots 177 & 178
NE & SW cor. Byron & Rosecrans	Spots 179 & 180
NE & SW cor. Canon & Rosecrans	Spots 181 & 182
NE & SW cor. Talbot & Rosecrans	Spots 183 & 184
NE & SW cor. Jennings or Armad Place & Rosecrans.	Spots 185 & 186
NE & SW cor. Charles & Rosecrans	Spots 187 & 188
NE & SW cor. Rogers & Rosecrans	Spots 189 & 190
NE & SW cor. Rosecrans & Qualtrough	Spots 191 & 192
NE & SW cor. Owens & Rosecrans	Spots 193 & 194
NE & SW cor. McCall & Rosecrans	Spots 195 & 196
NE & SW cor. Kellog & Rosecrans	Spots 197 & 198
Entrance to Fort on Rosecrans St.	Spot 199

NE & NW cor. Lytton & Barnett	Spots 200 & 201
West Entrance of Marine Base & across St. on Barnett	Spots 202 & 203
Center entrance to Marine Base & across St. on Barnett	Spots 204 & 205
East entrance to Marine Base and across Street on Barnett	Spot 206 & 207
NE & SW cor. 7th & Broadway	Spots 208 & 209
NE & SW cor. 8th & Broadway	Spots 210 & 211
NE & SW cor. 9th & Broadway	Spots 212 & 213
SW & NE cor. 10th & Broadway	Spots 214 & 215
SW & NE cor. 11th & Broadway	Spots 216 & 217
SW & NE cor. 12th & Broadway	Spots 218 & 219
SW & NE cor. 13th & Broadway	Spots 220 & 221
SW & NE cor. 14th & Broadway	Spots 222 & 223
SW & NE cor. 15th & Broadway	Spots 224 & 225
SW & NE cor. 16th & Broadway	Spots 226 & 227
SE cor. 16th & Broadway	Spot 228
SW & NE cor. 17th & Broadway	Spots 229 & 230
NE cor. 18th & Broadway	Spot 231
SW cor. 19th & Broadway	Spot 232
NE cor. 20th & Broadway	Spot 233
SW cor. 21st & Broadway	Spot 234
NE cor. 22nd & Broadway	Spot 235
SW cor. 23rd & Broadway	Spot 236
SW & NE cor. 24th & Broadway	Spots 237 & 238
SW & NW cor. 25th & Broadway	Spots 239 & 240
SE & NW cor. 25th & C	Spots 241 & 242
SE & NE cor. 25th & B	Spots 243 & 244
SW & NE cor. 26th & B	Spots 245 & 246
SW & NE cor. 27th & B	Spots 247 & 248
SW & NW cor. 28th & B	Spots 249 & 250
SE cor. 28th & A	Spot 251
NW Cor. 28th & Ash	Spot 252
SE cor. & NE 28th & Beech	Spots 253 & 254
SW & NE cor. 29th & Beech	Spots 255 & 256
SW & NW cor. 30th & Beech	Spots 257 & 258
SE cor. 30th & Cedar	Spot 259
NW cor. 30th & Date	Spot 260
SE & NW cor. 30th & Elm	Spots 261 & 262
SE cor. 30th & Fir	Spot 263
SE & NW cor. 30th & Grape	Spots 264 & 265
SE & NW cor. 30th & Hawthorn	Spots 266 & 267
SE cor. & NE 30th & Ivy	Spots 268 & 269
NW & SE cor. 30th & Juniper	Spots 270 & 271
SE & NW cor. 30th & Kalmia	Spots 272 & 273
SE & NW cor. 30th & Laurel	Spots 274 & 275
NW cor. 30th & Olive	Spot 276
SE & NW cor. 30th & Palm	Spots 277 & 278
SE & NW cor. 30th & Redwood	Spots 279 & 280
SE & NW cor. 30th & Thorn	Spots 281 & 282
SE & SW cor. 30th & Upas	Spots 283 & 284
NE & NW cor. 30th & Upas	Spots 285 & 286
SE & NW cor. 30th & Myrtle	Spots 287 & 288
SE cor. 30th & Capps	Spot 289
NW & SE cor. 30th & Dwight	Spots 290 & 291
NW cor. 30th & Gunn	Spot 292
SE & NW cor. 30th & Wightman	Spots 293 & 294
SE & NW cor. 30th & University	Spots 295 & 296
NE & SW cor. 30th & University	Spots 297 & 298
SE & NW cor. 30th & Lincoln	Spots 299 & 300
SE & NW cor. 30th & Polk	Spots 301 & 302
SE & NW cor. 30th & Howard	Spots 303 & 304
SE & NW cor. 30th & El Cajon	Spots 305 & 306
NE & SW cor. 30th & El Cajon	Spots 307 & 308
NW & SW cor. 30th & Meade	Spots 309 & 310
SE & NW cor. 30th & Monroe	Spots 311 & 312
SE & NW cor. 30th & Madison	Spots 313 & 314
SE & NE cor. 30th & Adams	Spots 315 & 316
SW cor. 30th & Adams	Spot 317
SE cor. 4th & E	Spot 318
NW & SE cor. 5th & Market	Spots 319 & 320
SE & NW cor. 5th & G	Spots 321 & 322
SE & NW cor. 5th & F	Spots 323 & 324
SE & NW cor. 5th & E	Spots 325 & 326
SW cor. 5th & E	Spot 327
SE & NW cor. 5th & C	Spots 328 & 329
NW & SE cor. 5th & B	Spots 330 & 331
NW & SE cor. 5th & A	Spots 332 & 333
SE & NW cor. 5th & Ash	Spots 334 & 335
SE & NW cor. 5th & Beech	Spots 336 & 337
SE & NW cor. 5th & Cedar	Spots 338 & 339
SE & NW cor. 5th & Date	Spots 340 & 341
SE & NW cor. 5th & Elm	Spots 342 & 343
NW cor. & SE 5th & Fir	Spots 344 & 345
SE & NW cor. 5th & Grape	Spots 346 & 347
SE & NW cor. 5th & Hawthorn	Spots 348 & 349
SE & NW cor. 5th & Ivy	Spots 350 & 351
SE-NW cor. 5th & Juniper	Spots 352 & 353
SE & NW cor. 5th & Kalmia	Spots 354 & 355
SE & NW cor. 5th & Laurel	Spots 356 & 357
SE & NW cor. 5th & Maple	Spots 358 & 359
SE & NW cor. 5th & Nutmeg	Spots 360 & 361
SE & NW cor. 5th & Olive	Spots 362 & 363
SE & NW cor. 5th & Palm	Spots 364 & 365
SE & NW cor. 5th & Quince	Spots 366 & 367
SE & NW cor. 5th & Redwood	Spots 368 & 369
SE & NW cor. 5th & Spruce	Spots 370 & 371
SE & NW cor. 5th & Thorn	Spots 372 & 373
SE cor. 5th & Upas	Spot 374

SE & NW cor. 5th & Walnut	Spots 375 & 376
SE cor. 5th & Ivy Lane	Spot 377
SE & NW cor. 5th & Brookes	Spots 378 & 379
SE cor. 5th & Anderson Place	Spot 380
SE & NW cor. 5th & Penn.	Spots 381 & 382
SE cor. 5th & Evans Place	Spot 383
SE & NW cor. 5th & Robinson	Spots 384 & 385
SE & SW cor. 5th & University	Spots 386 & 387
NW & NE cor. 7th & University	Spots 388 & 389
SW & NE cor. 7th & University	Spots 390 & 391
SW cor. 8th & University	Spot 392
NE cor. 9th & University	Spot 393
SW & NE cor. 10th & University	Spots 394 & 395
SW & NE cor. Vermont & University	Spots 396 & 397
SE & NE cor. Richmond & University	Spots 398 & 399
SW cor. Herbert & University	Spot 400
NE cor. Normal & University	Spot 401
SW & NE cor. Centre & University	Spots 402 & 403
SW & NE cor. Florida & University	Spots 404 & 405
NE cor. Alabama & University	Spot 406
SW cor. Miss. & University	Spot 407
NE cor. Louisiana & University	Spot 408
SW cor. Texas & University	Spot 409
NE cor. Arizona & University	Spot 410
SW cor. Arnold & University	Spot 411
SW cor. Pershing & University	Spot 412
NE cor. Oregon & University	Spot 413
SE & NE cor. Utah & University	Spots 414 & 415
SW cor. Granada & University	Spot 416
NE cor. Kansas & University	Spot 417
SW cor. Grimm & University	Spot 418
NE cor. Illinois & University	Spot 419
SW & NE cor. 32nd & University	Spots 420 & 421
SW cor. Herman & University	Spot 422
NE cor. Iowa & University	Spot 423
SW & NE cor. Bancroft & University	Spots 424 & 425
SW cor. Boundry & University	Spot 426
SW cor. Nile & University	Spot 427
NE cor. 33rd & University	Spot 428
NW cor. & SW Wabash & University	Spots 429 & 430
NW cor. 34th & University	Spot 431
SW & NE cor. Swift & University	Spots 432 & 433
SW & NE cor. 35th & University	Spots 434 & 435
SW & NE cor. Wilson & University	Spots 436 & 437
SW & NE cor. 36th & University	Spots 438 & 439
SW & NE cor. Cherokee & University	Spots 440 & 441
SW & NE cor. 37th & University	Spots 442 & 443
SW & NE cor. 38th & University	Spots 444 & 445
SW cor. 39th & University	Spot 446
SW & NE cor. 40th & University	Spots 447 & 448
SW cor. University & Central	Spot 449
NE cor. Central & University	Spot 450
SW & NE cor. 41st & University	Spots 451 & 452
SW & NE cor. University Marlborough	Spots 453 & 454
SW & NE cor. 42nd & University	Spots 455 & 456
SW & NE cor. Van Dyke & University	Spots 457 & 458
SW & NE cor. 43rd & University	Spots 459 & 460
SW & NE cor. Fairmount & University	Spots 461 & 462
SW & NE cor. 44th & University	Spots 463 & 464
SW cor. Highland & University	Spot 465
SW & NE cor. 45th & University	Spots 466 & 467
SW cor. Chamoune & University	Spot 468
SW & NE cor. 46th & University	Spots 469 & 470
SW cor. Menlo & University	Spot 471
SW & NE cor. 47th & University	Spots 472 & 473
SW & NW cor. Euclid & University	Spots 474 & 475
SE cor. Polk & Euclid	Spot 476
SE cor. Orange & Euclid	Spot 477
SE cor. Euclid & El Cajon	Spot 478
SW & NW cor. 47th & Orange	Spots 479 & 480
NW cor. 47th & University	Spot 481
SE & SW cor. Univ. & Washington	Spots 482 & 483
SW cor. 4th & Washington	Spot 484
NE cor. 3rd & Washington	Spot 485
NE & SW 1st & Washington	Spots 486 & 487
NE & SW cor. Front & Washington	Spots 488 & 489
NE cor. Albatross & Washington	Spot 490
SW cor. Brant & Washington	Spot 491
NE & SW cor. Dove & Washington	Spots 492 & 493
SW cor. Eagle & Washington	Spot 494
NE & SW cor. Falcon & Washington	Spots 495 & 496
NE & SW cor. Goldfinch & Washington	Spots 497 & 498
NE & NW cor. Hawk & Washington	Spots 499 & 500
NW cor. Hawk & Ft. Stockton	Spot 501
SE & SW cor. Lewis & Hawk	Spots 502 & 503
NE & SW cor. Lewis & Jackdaw	Spots 504 & 505
SW cor. Lewis & Ingalls	Spot 506
NE cor. Lewis & Lark	Spot 507
NE & SW cor. Lewis & Randolph	Spots 508 & 509
NE & SW cor. Lewis & Palmetto Way	Spots 510 & 511
NE & SW cor. Lewis & Stephens	Spots 512 & 513
NE & SW cor. Lewis & Hermosa Way	Spots 514 & 515
NE cor. Sierra Vista & Ft Stockton	Spot 516
SW cor. James Pl. & Ft Stockton	Spot 517
NE cor. Allen Rd. & Ft Stockton	Spot 518
SW cor. Hickory & Ft Stockton	Spot 519
NE & SW cor. Witherby & Ft Stockton	Spots 520 & 521

SW cor. Pine & Ft Stockton	Spots 522
NE & SE cor. Trias & Ft Stockton	Spots 523 & 524
SE & NE cor. Park & University	Spots 525 & 526
NE & NW cor. Park & University	Spots 527 & 528
SW cor. Univ. & Park	Spot 529
SW cor. & NW Park & Lincoln	Spots 530 & 531
SE & NW cor. Park & Polk	Spots 532 & 533
SE & NW Park & Howard	Spots 534 & 535
SE & NW cor. Park & El Cajon	Spots 536 & 537
SE & NW cor. Park & Meade	Spots 538 & 539
SE & NW cor. Park & Monroe	Spots 540 & 541
SE & NW cor. Park & Madison	Spots 542 & 543
SE & NW cor. Park & Madison	Spots 544 & 545
NE & SE cor. Park & Adams	Spots 546 & 547
SW cor. Adams & Georgia	Spot 547
SW cor. Adams & Florida	Spot 549
NE cor. Adams & Panorama	Spot 550
SW cor. Adams & Miss.	Spot 551
NE cor. Adams & E. Panorama	Spot 552
SW cor. Adams & Louisiana	Spot 553
SW & NE cor. Adams & Arizona	Spots 554 & 555
SW & NE cor. Adams & Hamilton	Spots 556 & 557
SW & NE cor. Adams & Oregon	Spots 558 & 559
SW & NE cor. Adams & Idaho	Spots 560 & 561
SW & NE cor. Adams & Utah	Spots 562 & 563
SW & NE cor. Adams & Kansas	Spots 564 & 565
SW cor. Adams & Ohio	Spot 566
NE cor. Adams & Boundary	Spot 567
SW cor. Adams & 31st	Spot 568
NE cor. Adams & Mt. View	Spot 569
NE & SW cor. Adams & 32nd	Spots 570 & 571
SW & NE cor. Adams & Bancroft	Spots 572 & 573
SW & NE cor. Adams & 33rd St.	Spots 574 & 575
SW & NE cor. Adams & Felton	Spots 576 & 577
SW & NE cor. 34th & Adams	Spots 578 & 579
SW & NE cor. Adams & Hawley	Spots 580 & 581
SW & NE cor. Adams & Mansfield	Spots 582 & 583
SW & NE cor. Adams & 35th St.	Spots 584 & 585
SW & NE cor. Adams & Wilson	Spots 586 & 587
NE cor. Adams & 36th St.	Spot 588
NE cor. Adams & Cherokee	Spot 589
SW & NE cor. Adams & Mountain View Dr.	Spots 590 & 591
SW & NE cor. Adams & 39th St.	Spots 592 & 593
SW & NE cor. Adams & Ward Road	Spots 594 & 595
SW & NE cor. Adams & Terrace Dr.	Spots 596 & 597
SW cor. & NE Adams & Kensington	Spots 598 & 599
SW & NE cor. Adams & Marlborough	Spots 600 & 601
SW & NE cor. Adams Edgeware Road	Spots 602 & 603
SW & NW cor. Adams & 42nd St.	Spots 604 & 605
NE cor. El Cajon & Park Blvd.	Spot 606
NE cor. El Cajon & Florida	Spot 607
SW cor. El Cajon & Alabama	Spot 608
NE cor. El Cajon & Mississippi & SW	Spots 609 & 610
SW cor. El Cajon & Louisiana	Spot 611
SW & NE cor. El Cajon & Texas	Spots 612 & 613
NE cor. El Cajon & Hamilton	Spot 614
SW cor. El Cajon & Oregon	Spot 615
SW & NE cor. El Cajon & Utah	Spots 616 & 617
SW & NE cor. El Cajon & Illinois	Spots 618 & 619
NE cor. El Cajon & Iowa	Spot 620
SW cor. El Cajon & Boundary	Spot 621
NE cor. El Cajon & Bancroft	Spot 622
SW cor. El Cajon & 33rd	Spot 623
NE cor. El Cajon & Felton	Spot 624
SW cor. El Cajon & 34th	Spot 625
NE cor. El Cajon & Swift	Spot 626
SW cor. El Cajon & 35th	Spot 627
NE cor. El Cajon & Wilson	Spot 628
SW cor. El Cajon & 36th	Spot 629
NE cor. El Cajon & Cherokee	Spot 630
SW cor. El Cajon & 37th St.	Spot 631
NE cor. El Cajon & McClintock	Spot 632
SW cor. El Cajon & 38th St.	Spot 633
NE cor. El Cajon & 39th St.	Spot 634
SW cor. El Cajon & 40th St.	Spot 635
NE cor. El Cajon & Central	Spot 636
SW cor. El Cajon & 41 St.	Spot 637
NE cor. El Cajon & Marlborough	Spot 638
SW cor. El Cajon & 42nd St.	Spot 639
SW cor. El Cajon & Copeland	Spot No. 640
NE cor. El Cajon & 43rd St.	Spot No. 641
SW cor. El Cajon & Fairmount	Spot 642
NE cor. El Cajon & 44th	Spot No. 643
SW cor. El Cajon & Highland	Spot 644
NE cor. El Cajon & 45th	Spot 645
SW cor. El Cajon & Chamouné	Spot 646
NE cor. El Cajon & 46th St.	Spot 647
SW cor. El Cajon & 47th	Spot 648
SW cor. El Cajon & Euclid, also (NE)	Spots 649 & 650
NW cor. First & A	Spot 651
SE cor. First & Ash	Spot No. 652
NW cor. First & Beech	Spot 653
SE cor. First & Cedar	Spot 654
NW cor. First & Date	Spot 655
SE cor. First & Elm	Spot 656
NW cor. First & Fir	Spot 657
SE cor. First & Grape	Spot 658

SE & NW	NW cor. First & Hawthorn	Spot 659	
cor. First	SE cor. First & Ivy also (NW)	Spot 660 & 661	Spots 662 &
& Juniper	SE & NW cor. First & Kalmia	Spots 664 & 665	663
	SE & NW cor. First & Laurel	Spots 666 & 667	
	SE cor. First & Nutmeg	Spot 668	
	NW cor. First & Palm	Spot 669	
	SE cor. First & Quince	Spot 670	
	SE & NW cor. First & Redwood	Spot 671 & 672	
	NW cor. First & Spruce	Spot 673	
	SE & NW cor. First & Thorn	Spots 674 & 675	
	SE cor. First & Upas	Spot 676	
	NW cor. First & Walnut	Spot 677	
	SE cor. First & Brookes. Also NW cor.	Spots 678 & 679	
	SW cor. First & Penn. 150 Ft. South, Approx.	Spot 680	
	SW cor. Third & Brookes	Spot 681	
	SE cor. Third & Penn.	Spot 682	
	SE cor. India & Laurel-100 ft East of Laurel	Spot 683	
	SE & NW cor. India & Maple	Spot 684 & 685	
	NW cor. India & Nutmeg	Spot 686	
	SE cor. India & Olive St.	Spot 687	
	NW cor. India & Palm St.	Spot 688	
	SE cor. India & Quince	Spot 689	
	NW cor. India & Redwood	Spot 690	
	NW & SE cor. India & Sassafras	Spot 691 & 692	
	SE cor. India & Upas St. Also NW cor.	Spots 693 & 694	
	NW & SE cor. India & Vine	Spots 695 & 696	
	SE & NW cor. India & Chalmers	Spots 697 & 698	
	NW cor. India & Winder	Spot 699	
	SE cor. India & Andrews	Spot 700	
	NW cor. Harasthy & California	Spot 701	
	SE cor. Calif & Pringle	Spot 702	
	SW cor. La Jolla & Sutherland	Spot 703	
	SE cor. La Jolla & Estudillo-also SW cor.	Spots 704 & 705	
	SE cor. La Jolla & Bandini - also NW cor.	Spots 706 & 707	
	SE & NW cor. La Jolla & Witherby	Spots 708 & 709	
	SE cor. La Jolla & Trias	Spot 710	
	SE cor. Congress & Ampudia	Spot 711	
	NW cor. La Jolla & Ampudia	Spot 712	
	SE & NW cor. San Diego & Conde	Spots 713 & 714	
	SE & NW cor. San Diego & Harney	Spots 715 & 716	
	SE & NW cor. San Diego & Mason	Spots 717 & 718	
	NE cor. San Diego & Wallace-50 Ft. east & 50 Ft. N.	Spots 719 & 720	
	SE & NW cor. Taylor & San Diego	Spots 721 & 722	
	SE & NW cor. Taylor & Juan	Spots 723 & 724	
	SE & NW cor. Taylor & Sunset	Spots 725 & 726	
	SE & NW cor. Taylor & Chesnut	Spots 727 & 728	
	SE & NW cor. Taylor & Whitman	Spots 729 & 730	
	SW cor. Upas & Pacific Highway	Spot 731	
	SE cor. Harasthy & Pacific Highway	Spot 732	
	SW cor. 6th & E	Spot 733	
	SW cor. 6th & F	Spot 734	
	NW cor. 6th & G	Spot 735	
	NW & NE cor. 6th & Market	Spots 736 & 737	
	SW & NE cor. 7th & Market	Spots 738 & 739	
	SW & NE cor. 8th & Market	Spots 740 & 741	
	SW & NE cor. 9th & Market	Spots 742 & 743	
	SW & NE cor. 10th & Market	Spots 744 & 745	
	SW & NE cor. 11th & Market	Spots 746 & 747	
	SW & SE & NE cor. 12th & Market	Spots 748-749 & 750	
	NE & SW cor. 13th & Market	Spots 751 & 752	
	SW & NE cor. 14th & Market	Spots 753 & 754	
	SW & NE cor. 15th & Market	Spots 755 & 756	
	SW & NE cor. 16th & Market	Spots 757 & 758	
	NE cor. 17th & Market	Spot 759	
	SW cor. 18th & Market	Spot 760	
	NE cor. 19th & Market	Spot 761	
	SW cor. 20th & Market	Spot 762	
	NE cor. 21st & Market	Spot 763	
	SW & NE cor. 22nd & Market	Spots 764 & 765	
	SW & NE cor. 24th & Market	Spots 766 & 767	
	SW-SE & NE cor. 25th & Market	Spots 768-769 & 770	
	SE cor. 25th & Island	Spot 771	
	NW cor. 25th & L	Spot 772	
	NW cor. 25th & J	Spot 773	
	SE cor. 25th & K	Spot 774	
	NW & SE cor. 25th & Imperial	Spots 775 & 776	
	SW & NE cor. Dewey & Oceanview	Spots 777 & 778	
	SW & NE cor. Evans & Oceanview	Spots 779 & 780	
	SW & NE cor. Sampson & Oceanview	Spots 781 & 782	
	NE & SW cor. Sigard & Oceanview	Spots 783 & 784	
	NE & SW cor. 29th & Oceanview	Spots 785 & 786	
	NE & SW cor. 30th & Oceanview	Spots 787 & 788	
	NE & SW cor. 31st & Oceanview	Spots 789 & 790	
	NE & SW cor. 32nd & Oceanview	Spots 791 & 792	
	NE & SW cor. 33rd & Oceanview	Spots 793 & 794	
	SW cor. 34th & Oceanview	Spot 795	
	SW & NE cor. 35th & Oceanview	Spots 796 & 797	
	SW & NE cor. 36th & Oceanview	Spots 798 & 799	
	NE & SW cor. Oceanview & Olivewood	Spots 800 & 801	
	NE & SW cor. 38th & Oceanview	Spots 802 & 803	
	SW & NW cor. 39th & Oceanview	Spots 804 & 805	
	SW & NW cor. E & 16th	Spots 806 & 807	
	SW & NW cor. F & 16th	Spots 808 & 809	
	SE & NW cor. G & 16th	Spots 810 & 811	
	SE & NW cor. 16th & Market	Spots 812 & 813	
	SE cor. 16th & Island	Spot 814	
	NW cor. 16th & J	Spot 815	

SE cor. & NW 16th & Imperial	Spots 816 & 817
NW & SE cor. 16th & Commercial	Spots 818 & 819
SW & NE cor. Logan & Sigsbee	Spots 820 & 821
SW & NE cor. Logan & Beardsley	Spots 822 & 823
SW & NE cor. Logan & Crosby	Spots 824 & 825
SW & NE cor. Logan & Dewey	Spots 826 & 827
SW & NE cor. Logan & Evans	Spots 828 & 829
SW & NE cor. Logan & Sampson	Spots 830 & 831
SW cor. Logan & 25th & Sicard	Spot 832
NE cor. 26th & National	Spot 833
SW & NE cor. 27th & National	Spots 834 & 835
SW & NE cor. 28th & National	Spots 836 & 837
SW & NE cor. 29th & National	Spots 838 & 839
SW & NE cor. 30th & National	Spots 840 & 841
SW & NE cor. 31st & National	Spots 842 & 843
SW & NE cor. 32nd & National	Spots 844 & 845
SW & NE cor. 33rd & National	Spots 846 & 847
SW & NE cor. 34th & National	Spots 848 & 849
SW & NE cor. 35th & National	Spots 850 & 851
SW & NE cor. 36th & National	Spots 852 & 853
SW & NE cor. 37th & National	Spots 854 & 855
SW & NE cor. 38th & National	Spots 856 & 857
SW & NW cor. 39th & National	Spots 858 & 859
NW & NE cor. Imperial & National	Spots 860 & 861
SW & NE cor. 16th & National	Spots 862 & 863
SW & SE cor. Sigsbee & National	Spots 864 & 865
NE cor. 32nd & Island	Spot 866
NW cor. 32nd & K	Spot 867
NW cor. 32nd & J	Spot 868
NW cor. 32nd & L	Spot 869
NW cor. 32nd & Imperial	Spot 870
SW & NE cor. Main & Beardsley	Spots 871 & 872
SW & NE cor. Main & Crosby	Spots 873 & 874
SW & NE cor. Main & Dewey	Spots 875 & 876
SW & NE cor. Main & Evans	Spots 877 & 878
SW & NE cor. Main & Sampson	Spots 879 & 880
NE & SW cor. Main & Sigard	Spots 881 & 882
SW & NW cor. Main & Schley	Spots 883 & 884
SW & NE cor. Main & 27th	Spots 885 & 886
SW & NE cor. Main & 28th	Spots 887 & 888
SW & NE cor. Main & 29th	Spots 889 & 890
SW & NE cor. Main & 30th	Spots 891 & 892
SW & NE cor. Main & 31st	Spots 892 & 893
SW & NE cor. Main & 32nd	Spots 894 & 895
SW & NE cor. Main & Thor	Spots 896 & 897
SW & NE cor. Main & Una	Spots 898 & 899
SW & NE cor. Main & Vesta	Spots 900 & 901
SW & NE cor. Main & Woden	Spots 902 & 903
SW & NE cor. Main & National City Limits	Spots 904 & 905
NE & NW cor. 10th & Imperial	Spots 906 & 907
NE & SW cor. 11th & Imperial	Spots 908 & 909
NE & SW 12th & Imperial	Spots 910 & 911
NE & SW cor. 13th & Imperial	Spots 912 & 913
NE & SW cor. 14th & Imperial	Spots 914 & 915
NE & SW cor. 15th & Imperial	Spots 916 & 917
SW & NE cor. 16th & Imperial	Spots 918 & 919
NE & SW cor. 17th & Imperial	Spots 920 & 921
NE & SW cor. 18th & Imperial	Spots 922 & 923
NE & SW cor. 19th & Imperial	Spots 924 & 925
NE & SW cor. 20th & Imperial	Spots 926 & 927
NE & SW cor. 21st & Imperial	Spots 928 & 929
NE & SW cor. 22nd & Imperial	Spots 930 & 931
NE & SW cor. 24th & Imperial	Spots 932 & 933
NE & SW cor. 25th & Imperial	Spots 934 & 935
NE & SW cor. 26th & Imperial	Spots 936 & 937
NE cor. 27th & Imperial	Spot 938
SW cor. Evans & Imperial	Spot 939
NE & SW cor. 28th & Imperial	Spots 940 & 941
NE & SW cor. 29th & Imperial	Spots 942 & 943
NE & SW cor. 30th & Imperial	Spots 944 & 945
NE & SW cor. 31st & Imperial	Spots 946 & 947
NE & SW cor. 32nd & Imperial	Spots 948 & 949
SW & NW cor. 12th & L	Spots 950 & 951
SE & NW cor. 12th & K	Spots 952 & 953
SE & NW cor. 12th & J	Spots 954 & 955
SE & NW cor. 12th & Island	Spots 956 & 957
SE cor. 12th & Market	Spot 958
NW & SE cor. 12th & C	Spots 959 & 960
NW & SE cor. 12th & B	Spots 961 & 962
NW & SE cor. 12th & A	Spots 963 & 964
SE & NW cor. Indiana & Myrtle	Spots 965 & 966
SE & NW cor. Indiana & Cypress	Spots 967 & 968
SE & NW cor. Indiana & Robinson	Spots 969 & 970
SE cor. State & Ash	Spot 971
SE cor. State & Beech	Spot 972
SE cor. State & Cedar	Spot 973
SE cor. State & Date	Spot 974
NW cor. State & Elm	Spot 975
SE cor. State & Fir	Spot 976
NW cor. State & Grape	Spot 977
SE cor. State & Hawthorn	Spot 978
NW cor. State & Ivy	Spot 979
SE cor. State & Juniper	Spot 980
NW cor. State & Kalmia	Spot 981
SE & NW cor. G & Kettner	Spots 982 & 983
SW & NE cor. Market & California	Spots 984 & 985

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with B. J. Primmer doing business as The San Diego Seat Advertising Company. Being Document No. 323184.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willig Deputy

A G R E E M E N T

WHEREAS, LOUIS VOGT, is the owner of Portion of lot on Ingraham & Piscoe Map Pueblo Lot 239 Block _____ Subdivision in the 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 4th day of September, 1940, by LOUIS VOGT that he will, for and in consideration of the permission granted to him to remove 67 feet of curbing on Ingraham 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.

LOUIS VOGT

Owner's Name

7317 El Cajon Blvd La Mesa, Cal.

Address

STATE OF CALIFORNIA, }

ss

County of San Diego

On this 4th day of September, A.D. Nineteen Hundred and Forty, before me Wilmer Breeden a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared LOUIS VOGT 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)

WILMER BREEDEN

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

RECORDED SEP 13 1940 5 min. past 9 A.M. in Book 1055 at Page 451 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 Louis Vogt to City of San Diego, California. Being Document No. 322864.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willig Deputy

A G R E E M E N T

WHEREAS, A. H. DRAYNER, is the owner of W. 13 Ft. Lot 35 & all of Lot 34 Blk A Lot #34 W 13 Ft of #35 Block A Subdivision Belmont 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 August, 1940, by A.H. Drayner that I will, for and in consideration of the permission granted me to remove 30 feet of curbing on El Cajon Blvd. 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 I 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 _____, all 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.

A. H. DRAYNER

Owner's Name

1115 Alberta Place San Diego

Address

STATE OF CALIFORNIA, }

ss

County of San Diego

On this 12th day of August, A.D. Nineteen Hundred and forty, before me, Fred C. Corey a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared A. H. Drayner 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.

(SEAL)

My commission expires Oct. 30, 1942.

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

RECORDED SEP 13 1940 5 min. past 9 A.M. in Book 1064 at Page 227 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.
W. J. MC CARTHY
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 A. H. Drayner to City of San Diego, California. Being Document No.322866.
FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willig Deputy

A G R E E M E N T

WHEREAS, KERMIT W. MAYNARD, is the owner of Lot 39-40 Block 4 Subdivision Ocean 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 6th day of August, 1940, by that will, for and in consideration of the permission granted to remove 18 feet of curbing on Santa Monica 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 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, 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.

KERMIT W. MAYNARD
Owner's Name
1981 Ebers Street
Address

STATE OF CALIFORNIA,)
County of San Diego)ss

On this 6th day of August, A.D. Nineteen Hundred and forty, before me, Clark M. Foote Jr. a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Kermit W. Maynard 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) CLARK M. FOOTE JR.
Notary Public in and for the County
My Commission expires Mar.20, 1943. of San Diego, State of California.

RECORDED SEP 13 1940 5 min. past 9 A.M. in Book 1064 at Page 225 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.
W. J. MC CARTHY
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 Kermit W. Maynard to City of San Diego, California. Being Document No. 322867.

FRED W. SICK
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 and MARIE SCHMITKE are, the owners of residence at 1868 Willow St. Lot SW half Lot 7 & 8 Block 133 Subdivision Roseville County & City of 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 5th day of September, 1940, by Marie Schmitke that we will,for and in consideration of the permission granted us to remove 20 feet of curbing on Willow 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 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.

MARIE E. SCHMITKE
Owner's Name
2702 Chatsworth Blvd.
Address

STATE OF CALIFORNIA,)
County of San Diego)ss

On this 5th day of September, A.D. Nineteen Hundred and Forty, before me, James T. Morris Jr. a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Marie E. Schmitke 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.

(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 13 1940 5 min. past 9 A.M. in Book 1074 at Page 158 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.
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 John & Marie Schmitke to City of San Diego, California. Being
Document No. 322881.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Wallig Deputy

A G R E E M E N T

WHEREAS, Anita Wells and James H. Wells are, the owners of Lot 2 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 third day of September, 1940, by Anita Wells
and James H. Wells that they will, for and in consideration of the permission granted them to
remove 33 feet of curbing on El Cajon Blvd & Menlo 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 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 H WELLS
Owner's Name
2445 San Marcos Av. Address

STATE OF CALIFORNIA, }
County of San Diego } ss

On this 4th day of Sept., A.D. Nineteen Hundred and forty, before me, CORA WIEDENBECK
a Notary Public in and for said County, residing therein, duly commissioned and sworn, person-
ally appeared James H. Wells known to me to be the person described in and whose name is sub-
scribed 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 certifi-
cate first above written.

(SEAL)
CORA WIEDENBECK
Notary Public in and for the County
of San Diego, State of California.

RECORDED SEP 13 1940 5 min. past 9 A.M. in Book 1069 at Page 210 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. 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 Anita Wells and James H. Wells to City of San Diego, California.
Being Document No. 322882.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Wallig Deputy

A G R E E M E N T

WHEREAS, SAFEWAY STORES, INCORPORATED are, the owners of 1254 Rosecrans Lots 5-6
Block 31 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 5th day of September, 1940, by Safeway Stores
Incorporated that they will, for and in consideration of the permission granted them to remove
50 feet of curbing on Rosecrans & Carlton 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 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 sub-
ject to the condition and agreements herein named.

SAFEWAY STORES, INC.
By Milton Heller
Owner's Name
715 - J St. San Diego, Cal. Address

STATE OF CALIFORNIA,

County of San Diego

ss

On this 6th day of Sept, A.D. Nineteen Hundred and forty, before me NAOMI KOLLERTZ a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared MILTON HELLER known to me to be the person described in and whose name _____ 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
Sept. 15, 1940

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

RECORDED SEP 13 1940 5 min. past 9 A.M. in Book 1074 at Page 159 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.
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 Safeway Stores Inc. to City of San Diego. Being Document No. 322896.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willeg Deputy

A G R E E M E N T

WHEREAS, FRANK POMERANTZ, is the owner of 4645 W. Talmadge Drive Lot 254 Subdivision Talmadge 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 10 day of Sept, 1940, by FRANK POMERANTZ that I will, for and in consideration of the permission granted me to remove 16 feet of curbing on Short Street 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 POMERANTZ
Owner's Name
3935 Orange Ave.
Address

STATE OF CALIFORNIA,

County of San Diego

ss

On this 10 day of Sept, A.D. Nineteen Hundred and 40, before me, George A. Lazar Jr. a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Frank Pomeranz 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 County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)

GEORGE A. LAZAR JR.
Notary Public in and for the County
of San Diego, State of California

RECORDED SEP 13 1940 5 min. past 9 A.M. in Book 1075 at Page 120 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.
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 Frank Pomerantz to City of San Diego, California. Being Document No. 322988.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willeg Deputy

U.S.G.CO. BOND NO 1269631

KNOW ALL MEN BY THESE PRESENTS, That INTERNATIONAL HARVESTER COMPANY, (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 FOUR HUNDRED SEVENTY TWO DOLLARS (\$472.00), 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 1940.

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 - 3-1/2 ton truck chassis, Model D-40, International truck, 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:
HENRY WEHLAU
Assistant Secretary

INTERNATIONAL HARVESTER COMPANY
T.B.HALE Vice President
Principal.

(SEAL) ATTEST:
M.S.CLAYTON
Attorney-in-Fact

UNITED STATES GUARANTEE COMPANY
By ESTELLE B. KRONE Attorney-in-Fact

STATE OF ILLINOIS }
County of Cook } ss.

On this 13th day of September, A.D., 1940, before me, A.L.Crooks, a Notary Public in and for the said County and State, personally appeared T. B. Hale, known to me to be the Vice President, and Henry Wehlau, known to me to be the Assistant Secretary of the International Harvester Company 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 the day and year in this certificate first above written.

(SEAL) A.L. CROOKS
Notary Public in and for said County and State
My commission expires November 11, 1942

I hereby approve the form of the within Bond, this 19th day of September 1940.

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

I hereby approve the foregoing bond this 19th day of September, 1940.

F. A. RHODES City Manager
By F. M. LOCKWOOD
Asst. City Mgr.

Countersigned at Los Angeles, Calif.
RATHBONE, KING & SEELEY
By E. M. DANIELS

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 19th day of September, 1940, 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 INTERNATIONAL HARVESTER 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: 1 - 3-1/2 ton truck, Model D-40, International truck, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 322162.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit: One Thousand Eight Hundred Eighty-six and 84/100 Dollars (\$1886.84). Said price includes the California State Sales Tax.

Said contractor agrees to complete delivery of said material within 30 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: One Thousand Eight Hundred Eighty-six and 84/100 Dollars (\$1886.84), 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. 72121 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: F.A.RHODES City Manager
By: F.M.LOCKWOOD

Asst. City Mgr.

(SEAL) ATTEST:
HENRY WEHLAU
Assistant Secretary

INTERNATIONAL HARVESTER COMPANY
T.B.HALE
Vice President
Contractor.

I hereby approve the form of the foregoing contract, this 19th day of September 1940.

D. L. AULT City Attorney

By: H. B. DANIEL

Asst City Attorney

STATE OF ILLINOIS

ss.

County of Cook

On this 13th day of September, A.D., 1940, before me, A. L. CROOKS, a Notary Public in and for the said County and State, personally appeared T. B. Hale, known to me to be the Vice President, and Henry Wehlau, known to me to be the Assistant Secretary of the International Harvester Company 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 the day and year in this certificate first above written.

A. L. CROOKS

Notary Public in and for said County and State

(SEAL)

My Commission expires November 11, 1942

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with International Harvester Company for one truck chassis (excepting copy of Financial Statement and copy of Power of Attorney of United States Guarantee Company). Being Document No. 323127.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Walling Deputy

KNOW ALL MEN BY THESE PRESENTS, That A. J. Verheyen and Ralph C. Long as Executors of the Last Will and Testament of C.A.Gray, deceased, (authorized under the terms of the will and by order of court to carry on the automobile business of said deceased), as Principals, and LONDON & LANCASHIRE INDEMNITY COMPANY OF AMERICA, 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 HUNDRED TWENTY-EIGHT Dollars (\$228.00), 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 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 September, 1940.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principals have entered into the annexed contract with The City of San Diego, to furnish and deliver: 1 - 1-1/2 ton Dodge VF-32 Chassis, cab and platform body, 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 principals shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

ATTEST:
BELLE R. NEWTON

RALPH C. LONG A. J. VERHEYEN
Executors of the Last Will and Testament
of C. A. GRAY, deceased.
Principals

LONDON & LANCASHIRE INDEMNITY COMPANY
OF AMERICA
By THEO. M. FINTZELBERG Attorney in fact.
Surety
(SEAL)

ATTEST:

STATE OF CALIFORNIA COUNTY OF San Diego ss.

On this 20th day of September, 1940, personally appeared before me Theodore M. Fintzelberg the Attorney-in-fact of the LONDON & LANCASHIRE INDEMNITY COMPANY OF AMERICA, with whom I am personally acquainted, who being by me duly sworn, stated, that he resides in the City of San Diego, in the State of California: that he is Attorney-in-fact of the LONDON & LANCASHIRE INDEMNITY COMPANY OF AMERICA, 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 the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said Company; that he signed his name thereto as Attorney-in-fact under like authority, and that said authority has not been revoked nor rescinded.

N. STEINMETZ

Notary Public San Diego Co., California

(SEAL) NOTARY AFFIDAVIT.

My Commission expires Dec. 13, 1940.

I hereby approve the form of the within Bond, this 20th day of September, 1940.

D. L. AULT City Attorney

I hereby approve the foregoing bond this 20th day of September, 1940.

F. A. RHODES City Manager
By F. M. LOCKWOOD

Asst. City Mgr.

C O N T R A C T

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 20 day of September, 1940, 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 A. J. Verheyen and Ralph C. Long as Executors of the Last Will and Testament of C. A. Gray, deceased (authorized under the terms of the will and by order of court to carry on the automobile business of said deceased), parties 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 said City: 1 - 1-1/2 ton Dodge VF-32 chassis, cab and platform body, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 322162,

Said contractors hereby agree to furnish and deliver the material above described at and for the following prices, to-wit: Nine Hundred Eleven and 81/100 Dollars (\$911.81)

Said contractors agree to complete said delivery on or before the _____ day of _____ 1940.

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, and the acceptance of

said material by said City, will pay said contractors, in warrants drawn upon the proper fund of said City, the following sums, to-wit: Nine Hundred Eleven and 81/100 Dollars (\$911.81). 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 contractors 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 contractors, 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 contractors.

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 material, 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 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. 322162 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 F.A.RHODES City Manager
By F.M.LOCKWOOD,
Asst. City Mgr.

ATTEST:
BELLE R. NEWTON

RALPH C. LONG A. J. VERHEYEN
Executors of the Last Will and
Testament of C.A.Gray, Deceased.

Contractors.

I hereby approve the form of the foregoing contract, this 20th day of September, 1940.

D. L. AULT
City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with C. A. Gray for one truck chassis. Being Document No. 323223.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Malley Deputy

AGREEMENT FOR ELECTRIC ACCOUNTING MACHINE SERVICE

Name City of San Diego - Department of Police

No. 22552

Street and No. 801 West Market

City and State San Diego, California

Service International Business Machines Corporation agrees to furnish its Electric Accounting Machine Service comprising the use of its machines and devices listed below, instruction in the operation of the machines, and machine maintenance service, upon the following terms and conditions:

Type	Description	Quantity	Monthly Charge Each
001	Mechanical Punch	1	\$ 5.00
051	Mechanical Verifier	1	6.50
075	Card Counting Horizontal Sorter Model 2	1	35.00

Taxes. Taxes now in effect or if and when levied on charges or sales covered in this agreement, are to be added to the charges and prices.

Period of Contract. This agreement for the aforementioned service shall remain in force for one year from the date the machines and devices are installed ready for your use, and may be terminated by you or this Corporation then, provided written notice is received three months prior, otherwise this agreement shall remain in full force and effect. Thereafter it may be terminated by you or this Corporation at the end of any calendar month provided three months prior written notice is received or unless terminated by us in accordance with the stipulations of this contract.

Monthly Charges. The charges are to commence in each case on the day following that on which each machine or device is installed ready for your use. Monthly charges will be invoiced on the first of each month in advance.

The charges herein provided for are for the use of the machines and devices and for the services rendered to you hereunder.

Additional or Replace Machines. Machines and devices, in addition to the above, or to replace any you may have in use, will be furnished you in accordance with the conditions of this contract at the rates prevailing at the time your order for same is received.

License to Use. In consideration of the charges paid for the service, this Corporation hereby gives you a non-assignable license to use the above machines and devices, at the place aforesaid for business purposes, and not for experimentation, but such license and this agreement may, at this Corporation's option, be terminated in case of any failure to pay when due the aforesaid charges, or in case any cards are used in the operation of said machines not conforming to the necessary card specifications as follows:

CARD SPECIFICATIONS

1. Paper Stock to be as follows:

Coniferous chemical pulp free from ground wood; paper to be substantially free from clay and not to show more than five per cent (5%) ash. Paper to be free from defects due to residual chemicals, slime, carbon or other electrically conducting spots which would cause incorrect operation; and to be manufactured, treated and cured in such a manner as will not necessitate increased servicing of the machines through the accumulation of deleterious matter from cards, will not cause incorrect operation of machines through improper electrical contacts or

otherwise, nor interfere with the usual length of life of cards. Paper or cards are to be electrically tested for defects, and defective material rejected. Paper, when cut, to lie flat without curl or wrinkle; and to have smooth even finish and good snap or rattle and a good hard smooth surface on both sides. Paper stock uniform in thickness, viz, 0.0065 of an inch with a limit of plus or minus 0.0005 of an inch.

2. Card Dimensions to be as follows:

Width of all cards to be 3.250 inches with a tolerance of plus 0.007 of an inch or minus 0.003 of an inch.

There are two lengths of cards, i.e. 5.625 inches and 7.375 inches with a tolerance of plus or minus 0.005 of an inch in each case.

The above dimensions apply to cards measured at 50% relative humidity and a temperature of 70° to 75° Fahrenheit.

Edges to be cut square and true and at true right angles. All edges to be free from creases. Corners to be cut as specified 1/4 or 3/8 of an inch along top and side. Cards when cut to have the grain of the paper running with the length of the card.

3. Printing to be as follows:

(a) Impression to be legible without excess ink but under no circumstances to indent the card sufficiently to push any part of the surface on either side of the card out of its plane. Such indentations vary the thickness.

(b) Registration. Printed matter to be accurately placed so that the columnar figures will appear properly when tested through appropriate gauges.

In the event of such termination you agree to pay, in addition to the charges already accrued, charges at the full rate for the remainder of the contract period covered by this agreement.

Cards and Supplies. Cards conforming to specifications contained herein and supplies for use in connection with Electric Accounting Machines, will be sold to you in accordance with the prices prevailing at the time orders for the same are received from you.

Title to Machines. All machines and devices are to remain the exclusive property of this Corporation and may be removed by this Corporation at any time after the termination of said license and contract.

Restrictions to Use. You agree that the charges herein specified include the use of the machines and devices by only one shift of clerks. In case any machine or device shall be used by more than one shift of clerks you agree to pay additional charges equal to 85% of the specified monthly charges with respect to such machine or device for each additional shift for the period that such machine or device is so used.

No alteration in, or attachments to, the machines or devices are to be made by you without the consent, in writing, of an officer of this Corporation, nor are the machines or devices to be used for experimental work or for any purpose not previously disclosed to this Corporation, and this Corporation reserves the right in case of any such use to terminate this agreement without notice.

Maintenance. This Corporation will furnish the above machines and devices complete, ready for attachment by you to suitable electric current supply, and, except as hereinafter stated, will at its own expense keep the machines in working order, but you agree to bear the expense of making all repairs and replacements and service charges necessitated by your negligence or by the use of cards not conforming to the necessary card specifications set forth herein.

Traveling Expenses. All traveling expenses of our representatives are to be paid by you whether for installing, connecting, repairing or replacing the machines and devices, unless the machines and devices are located at a place where we have a regular representative.

All Previous Agreements. This agreement supersedes all previous agreements between you and this Corporation with respect to Electric Accounting Machine Service, and such service hereafter is to be subject to this contract, without, however, changing the present monthly rates of payment.

Transportation Charges. You are to pay all transportation and drayage charges upon all cards, machines, and devices and parts for repairs or replacement, both to and from our factories.

Packing and Packing Cases. This Corporation will furnish the necessary crates or boxes for the return of all machines and devices or parts of same, without cost, except for transportation charges on same. If desired, this Corporation will furnish a representative to superintend the packing, without charge, except for traveling expenses, the labor for packing to be furnished by you.

You agree to pay the expense of repairing damages done to any machines or devices returned to us that may have been caused by faulty packing in cases where our representative does not supervise the packing.

Terms. Thirty days net from date of invoice. No cash discount for prepayment. All orders are subject to approval by this Corporation at New York City and this agreement shall become binding upon this Corporation only when so approved.

INTERNATIONAL BUSINESS MACHINES CORPORATION,
(Electric Accounting Machine Division),
By A. M. ROY

Local Manager

The above is agreed to:
Dated September 4th 1940
City of San Diego - Department of Police
By F. A. RHODES

Approved at New York City this 17th day
of September 1940.
INTERNATIONAL BUSINESS MACHINES CORPORATION
By J. C. PHILLIPS

City Manager

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with International Business Machines Corporation for use of machines by San Diego Police Department. Being Document No. 323278.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Walling Deputy

A G R E E M E N T

WHEREAS, Piggly Wiggly of San Diego, Inc. are, is the owner of lots 19, 20, 21 and 22 Block 27 Subdivision H M Higgins 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 tenth day of September, 1940, by S. B. Beaudry, Secretary-Treasurer, that he will, for and in consideration of the permission granted owner to remove 20 feet of curbing on Twenty-fifth street adjacent to the above described property, bind the owner 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 the owner, 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.

PIGGLY WIGGLY OF SAN DIEGO, INC.
S. B. BEAUDRY Secretary-Treasurer
Owner's Name
306 8th Ave. P O Box 1030 San Diego,
California
Address

STATE OF CALIFORNIA, }
County of San Diego } ss

On this 10th day of September A.D. Nineteen Hundred and forty, before me, DARALYNN BROADMAN a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared S. B. Beaudry Secretary-Treasurer of Piggly Wiggly of San Diego, 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.

(SEAL) DARALYNN BROADMAN
Notary Public in and for the County of San Diego,
State of California

RECORDED SEP 25 1940 41 min. past 9 PM in Book 1069 at Page 356 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 Piggly Wiggly of San Diego to City of San Diego. Being Document No.322995.
FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Walling Deputy

L E A S E

THIS INDENTURE OF LEASE, made and entered into this 5th day of September, 1940, 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 ANTHONY C. MARTINOLICH, doing business under the name and style of MARTINOLICH SHIP BUILDING COMPANY, 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, more 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 655.26 feet northwesterly from established Bulkhead Station 300; thence north 70° 50' east a distance of 280 feet to a point; thence north 19° 10' west a distance of 375 feet to a point; thence south 70° 50' west a distance of 850 feet to a point; thence south 19° 10' east a distance of 375 feet to a point; thence north 70° 50' east a distance of 570 feet to the point or place of beginning, containing 318,750 square feet of tideland area;

together with the improvements located thereon.

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 September, 1940, and ending on the 31st day of August, 1950, unless sooner terminated as herein provided, at the following rentals:

One hundred fifty dollars (\$150.00) per month for the first two-year portion of said term;

Two hundred fifty dollars (\$250.00) per month for the next three-year portion of said term; and

Three hundred fifty dollars (\$350.00) per month for the last five-year portion of said term.

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 only and exclusively for the purpose of conducting and maintaining thereon a general boat building and boat repairing business, with the right to construct and maintain thereon such marine ways, machine shop for the repair of marine engines, and other structures as may be necessary or convenient for conducting and carrying on the said business.

(2) 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.

(3) That upon the expiration of the term of this lease, or any renewal thereof, or upon the sooner termination thereof, as herein provided, said lessee shall have the right and shall be required to remove from said premises 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.

(5) That said City reserves the right to make such 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, or by the Harbor Commission of said City, and that the lessee will remove any structures or buildings placed or erected on said demised premises by the said lessee as shall interfere with carrying out the adopted harbor plan in any way whatsoever, at his 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.

(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 by him 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 him 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 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.

(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, he shall be entitled to an extension of said term for an additional period of ten (10) 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 to be fixed shall not exceed the sum of five hundred dollars (\$500.00) per month. If the lessee shall desire and intend to avail himself of the right herein reserved to such extended term, he 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, acting for and on behalf of said City, 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. VAN DEMAN
EMIL KLIKA
WILLIAM HARPER
Members of the Harbor Commission of
The City of San Diego.

ANTHONY MARTINOLICH Lessee
Doing business under the name and style of
MARTINOLICH SHIP BUILDING COMPANY.

I hereby approve the form of the foregoing Lease, this 20 day of August, 1940.

D. L. AULT City Attorney

By H. B. DANIEL

Assistant City Attorney.

EXHIBIT "A"

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Martinolich Ship Building Company. Being Document No. 323318.

FRED W. SICK

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 18th day of September, 1940, 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 thereof, Party of the First Part, hereinafter sometimes referred to as the "City", and F. W. STEVENSON, hereinafter sometimes referred to as the "Architect," WITNESSETH:

WHEREAS, the WPA intends to erect and construct a Naval Reserve Armory as a WPA project upon that certain site on Pacific Highway, in The City of San Diego, heretofore authorized by the electors of the City to be conveyed to the United States Government for said purpose, as per documents of said election now on file in the office of the City Clerk, reference to which is hereby made for further particulars;

NOW, THEREFORE, the City and the Architect, for the considerations hereinafter named, agree as follows:

1. The City agrees to employ and does hereby employ the Architect to perform the services mentioned, and agrees to pay therefor the rates and amounts hereinafter specified; and the Architect hereby accepts said employment and agrees to perform said services for the stipulated compensation under the terms and conditions hereinafter mentioned.

2. THE ARCHITECT'S SERVICES: The Architect's professional services shall consist of necessary conferences; preparation of preliminary studies, working drawings, plans and specifications.

3. BUILDING PERMITS: The Architect shall be responsible for giving notice of the need of securing zoning and other permits made necessary by the contemplated placement of said building on the site and shall provide such drawings and specifications as may be required to secure said permits.

4. CONFORMITY TO LEGAL REQUIREMENTS: The Architect shall cause all drawings and specifications to conform to all requirements of law, local and federal, and to all requirements of all bodies formed under local or federal law whose approval of the drawings and specifications must be obtained and shall cause the necessary copies of such drawings and specifications to be filed with these bodies for approval.

5. STANDARD DETAILS: The Architect shall cause drawings and specifications to conform to the approved standard specifications and details of the WPA authorities, unless specific approval is given by both the City, through its City Manager, and by the WPA, for substitute specifications or details.

6. COST OF THE WORK. It is understood and agreed by and between the parties hereto that the proposed construction of said building is estimated on a WPA grant, and that the total estimated cost of said WPA project is two hundred thousand dollars (\$200,000.00).

7. PRELIMINARY ESTIMATES: The Architect shall make or procure preliminary estimates on the cost of the work and its several parts, and he shall endeavor to keep the actual cost of the work as low as may be consistent with the purpose of the building and with proper workmanship and material, but no estimate can be regarded as other than an approximation.

8. ASSOCIATED ARCHITECTS: The Architect shall have the option, with the consent of the City, to associate with him, and at his expense, other architects to render services in connection with said building and to delegate to them such duties as he may delegate without relieving himself from administrative or other responsibility under this agreement.

9. THE ARCHITECT'S FEE. The fee payable by the City to the Architect for the performance of all services required herein shall be four and three-quarters per cent (4-3/4%) of the actual cost of said building; provided, however, that the building is actually constructed. If the contemplated building is not constructed, then the Architect shall receive four and three-quarters per cent (4-3/4%) of two hundred thousand dollars (\$200,000.00).

The Architect shall select and employ, at his own expense, and subject to the approval of the City, such engineers and other experts as may be necessary for the proper execution of his, the Architect's, work, and shall keep the City informed of all such engagements of consultants or engineers.

10. PAYMENTS: Upon the completion of the preliminary plans and estimates of the proposed building, which completion shall be evidenced by a written approval signed by the City Manager of said City, there shall be due one and one-half per cent (1-1/2%) of the sum of two hundred thousand dollars (\$200,000.00).

Upon the completion of the plans and specifications in accordance with the written approval thereof signed by the City Manager of said City and the WPA authorities, there shall be due said Architect two and three-quarters per cent (2-3/4%) of said estimated cost of said building. Upon the completion of said building, the balance of one-half per cent (1/2%) shall be due and payable to said Architect; provided, however, that the actual cost thereof shall amount to or exceed the sum of two hundred thousand dollars (\$200,000.00). It is agreed and understood by the parties hereto that due to the difficulty of estimating the actual cost of said building at this time, that it is the intent of said parties that said Architect's fee shall be the sum of four and three-quarters per cent (4-3/4%) of the actual cost of said building, and that if said actual cost shall be less than two hundred thousand dollars (\$200,000.00) as herein estimated, then there shall be due the Architect from the balance of one-half per cent (1/2%) held back as aforesaid, only the proportion thereof, if any, in accordance with the total to be paid said Architect as provided in Paragraph 9 hereof. In the event the actual cost of said building shall exceed two hundred thousand dollars (\$200,000.00), then in that event there shall be due the architect from the City, in addition to the one-half per cent (1/2%) held back as aforesaid, the percentage of said excess in accordance with the provisions of Paragraph 9 hereof.

No deductions shall be made in computing the Architect's fee on account of penalty, liquidated damages, or any sum, if any, withheld from payments to contractors.

The Architect shall supply the City with ten (10) sets of the working drawings and specifications completed by the Architect of said building before the Architect may receive payment under the terms of this paragraph.

11. CHANGE ORDERS: The Architect shall advise the City in writing of any material change or changes necessary in the plans and specifications of said building; and such changes shall be without further cost to the City. The Architect may order, on his own responsibility and pending the approval of the City and the WPA authorities, changes necessary at the time to meet construction emergencies.

12. OWNERSHIP OF DOCUMENTS: Drawings and specifications supplied as herein required, as set forth in Paragraph 10 hereof, shall be the property of the City, whether the work for which they are made be executed or not. The Architect shall furnish to the City on completion of each drawing and set of specifications, a full, true and correct copy of blueprint of said drawings and specifications and, after approval thereof, shall supply ten (10) additional copies to the City. Such additional copies of the drawings and specifications as may be necessary for obtaining bids and for the proper conduct of the work shall be supplied to the City by the Architect at the cost of producing the blueprints. Upon the commencement of the construction of said building by the WPA, the Architect will deliver to the City, to remain its property for purposes of record, one set of working drawings and completed specifications, and at the conclusion of the work such set of drawings and specifications shall be corrected to agree with and embody all material changes made during the construction.

The Architect shall also furnish the City a list of material for the entire structure herein proposed to be erected.

13. SURVEYS, BORINGS AND TESTS: The City shall, upon request, furnish the Architect with complete and accurate surveys of the building site, giving the grades and lines of streets, pavements and adjoining properties; the rights, restrictions, easements, boundaries, contours, locations of trees, and full information as to sewer, water, gas and electrical service. The City is to pay for borings or test pits, if necessary, and for chemical, mechanical, or other tests when required.

14. The Architect shall have the right to join with him in the performance of this agreement any qualified person or persons acceptable to the City with whom he may in good faith enter into general partnership or similar relations.

Except as above, the Architect shall not assign, sublet or transfer any part of his interest in this agreement without the written consent of the City.

15. In consideration of the premises, the Architect agrees that he shall at once proceed with the preparation of the work to be performed by him upon receipt from the City of the necessary data, and shall complete the same with due diligence and in a skillful and workmanlike manner.

16. It is mutually agreed that in no case 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 for any portion of the contract price.

It is expressly agreed by the parties hereto that in no event, under the terms of this contract, shall the City be liable to the Architect for any payment in excess of four and three-quarters per cent (4-3/4%) of the total cost of the said building when completed, or four and three-quarters per cent (4-3/4%) of two hundred thousand dollars (\$200,000.00) in the event said building is not constructed and/or completed, anything in this agreement to the contrary notwithstanding.

IN WITNESS WHEREOF, this agreement is executed by The City of San Diego by and through its City Manager, under and pursuant to a resolution of its Council No. 71914, adopted on the 23rd day of July, 1940, and second party has hereunto affixed his name the day and year in this agreement first above written.

THE CITY OF SAN DIEGO,
Party of the First Part.
By F. A. RHODES

F. W. STEVENSON
Party of the Second Part.

I HEREBY APPROVE the form of the foregoing Agreement this 17th day of Sept. 1940.

D. L. AULT, City Attorney
By JAMES J. BRECKENRIDGE
Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract for services of F. W. Stevenson as Architect on Armory Building. Being Document No. 323448.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Wilbig Deputy

A G R E E M E N T

WHEREAS, IRENE BELLE MARTIN is the owner of the following described real property:
All those portions of Lots 70 and 71 in Block 6 of Chester Park Addition, in the City of San Diego, County of San Diego, State of California, according to the Map thereof No. 1354, filed in the office of the Recorder of said San Diego County August 23, 1911, described as follows:

Beginning at the Northeasterly corner of said Lot 71; thence South 80° 35' West along the Northerly line of said Lots 71 and 70, a distance of 80 feet; thence South 0° 30' West along a line parallel with the East line of said Lot 71, a distance of 48.13 feet; thence South 89° 30' East along a line parallel with the South line of said Lots, a distance of 78.8 feet to a point on the East line of Lot 71; thence North 0° 30' East along said East line, being along the West line of Euclid Avenue, a distance of 61.91 feet to the point of beginning. Said property is situated at the Southwest corner of El Cajon Blvd. and Euclid Avenue.

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 May, 1940, by the undersigned, that she will, for and in consideration of the permission granted herein to remove 35-45 feet of curbing on Euclid Avenue - El Cajon Blvd., 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 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.

IRENE BELLE MARTIN
Owner's Name

Address

WITNESS H. H. CAVE

STATE OF CALIFORNIA, }
County of San Diego, } ss

On this 10th day of Sept., 1940, before me, Mildred D. Weir, 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 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 Irene Belle Martin personally known to 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 said instrument as 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) MILDRED D. WEIR
Notary Public in and for the County of San Diego,
My Commission expires Nov. 4, 1940. State of California

RECORDED SEP 25 1940 41 min. past 9 A.M. in Book 1069 at Page 377 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. 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 Irene Belle Martin to City of San Diego. Being Document No. 323065.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Wilbig Deputy

A G R E E M E N T

WHEREAS, RUBY G. SOMMER, is the owner of Lots 25 & 26 Block 42 Subdivision Ocean 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 13th day of September, 1940, by RUBY G. SOMMER that she will, for and in consideration of the permission granted her to remove 20 feet of curbing on Ebers 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 there-with at her 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.

RUBY G. SOMMER
Owner's Name
915 W. NUTMEG ST.
Address

STATE OF CALIFORNIA, }
County of San Diego } SS

On this 13th day of September, A.D. Nineteen Hundred and Forty, before me, Sybil I. Corbett a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Ruby G. Sommer 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 _____, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL) SYBIL I. CORBETT
Notary Public in and for the County of San Diego,
My commission expires March 1, 1944. State of California.

RECORDED SEP 25 1940 41 min. past 9 A.M. in Book 1068 at Page 393 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 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 Ruby G. Sommer to City of San Diego. Being Document No. 323136.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willig Deputy

A G R E E M E N T

WHEREAS, Thomas Jurich and Margaret Jurich are, the owners of Lot 12 and part of 11 Subdivision Granada Tract 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 September, 1940, by _____ that we will, for and in consideration of the permission granted us to remove 54 feet of curbing on El Cajon Blvd. 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 there-with 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.

THOMAS JURICH
MARGARET JURICH
Owner's Name
MILLBRAE CALIF.
Address

STATE OF CALIFORNIA, }
County of San Mateo } SS

On this 19 day of September, A.D. Nineteen Hundred and Forty, before me, Joseph N. Mangin Jr., a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Thomas Jurich and Margaret Jurich, his wife 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 Mateo, State of California, the day and year in this certificate first above written.

(SEAL) JOSEPH N. MANGIN JR.
Notary Public in and for the County of San Mateo
My commission expires Aug. 29, 1944. State of California.

RECORDED SEP 25 1940 41 min. past 9 A.M. in Book 1068 at Page 387 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 Thomas Jurich et ux to City of San Diego. Being Document No. 323156.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willig Deputy

A G R E E M E N T

WHEREAS, Thomas Jurich and Margaret Jurich are, the owners of Lot 12 and part of 11 Subidivision Granada Tract 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 September, 1940 by _____ that we will, for and in consideration of the permission granted us to remove 25 feet of curbing on Menlo Street 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.

THOMAS JURICH
MARGARET JURICH
Owner's Name
MILLBRAE CALIF.
Address

STATE OF CALIFORNIA, }
County of San Mateo } ss

On this 19 day of September A.D. Nineteen Hundred and Forty, before me, Joseph N. Mangin Jr. a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Thomas Jurich and Margaret Jurich his wife 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 Mateo, State of California, the day and year in this certificate first above written.

(SEAL) JOSEPH N. MANGIN JR.
Notary Public in and for the County of San Mateo,
My Commission expires Aug. 29, 1944. State of California

RECORDED SEP 25 1940 41 min. past 9 A.M. in Book 1080 at Page 135 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 Thomas Jurich, et ux to the City of San Diego. Being Document No. 323157.
FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willig Deputy

A G R E E M E N T

WHEREAS, Flossie E. Boldrick are, is the owner of Lots 1094-95 Subdivision Talmadge Park Estates 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 September, 1940, by Flossie E. Boldrick that she will, for and in consideration of the permission granted her to remove 30 feet of curbing on Miracle Drive street adjacent to the above described property, binds 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 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.

FLOSSIE E. BOLDRICK
Owner's Name
2470 BROADWAY
Address
New 4704 Jean Dr.

STATE OF CALIFORNIA, }
County of San Diego } ss

On this 17th day of Sept., A.D. Nineteen Hundred and Forty, before me J.A. KRUMHOLZ a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared FLOSSIE E. BOLDRICK 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) J. A. KRUMHOLZ
Notary Public in and for the County of San Diego,
State of California

RECORDED SEP 30 1940 45 min. past 11 A.M. in Book 1066 at Page 297 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 Flossie E. Boldrick to City of San Diego. Being Document No. 323230.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willig Deputy

A G R E E M E N T

WHEREAS, CHARLES E. BURCH JR. & ALMA I. BURCH, Husband & Wife are, the owners of Lot 6 Block 5 Subdivision Bayside County Club Estates Unit No. 1, San Diego, California (3009 Seville 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 22 day of September, 1940, by Charles E. Burch, Jr. that he will, for and in consideration of the permission granted him to remove 20 feet of curbing on Seville 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.

CHARLES E. BURCH, JR.

Owner's Name
310 Security Bank Bldg. San Diego, Calif.
Address

STATE OF CALIFORNIA, }
County of San Diego } ss

On this 22 day of Sept., A.D. Nineteen Hundred and forty, before me, _____ a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Charles E. Burch, Jr. 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 MAR. 20, 1943.

CLARK M. FOOTE JR.
Notary Public in and for the County of San Diego,
State of California

RECORDED SEP 30 1940 45 min. past 11 A.M. in Book 1066 at Page 294 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 Charles E. Burch Jr. et ux to City of San Diego. Being Document No. 323231.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willig Deputy

A G R E E M E N T

WHEREAS, _____ is the owner of Lots 1-2-3-4 Block 5 Subdivision New Roseville and, WHEREAS, the provisions of Ordinance No. 773 New Series 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 Rosecrans Street; and,

WHEREAS, the undersigned has heretofore applied to the Council of the City of San Diego for a special permit to erect a Service Station 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. 72281 suspended the provisions of said ordinance with respect to said property and has granted permission to the undersigned to erect a Service Station 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 Service Station 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 8th day of July, 1940, by UNION OIL COMPANY OF CALIFORNIA that they will, for and in consideration of the permission granted them to erect a Service Station on the above described property to the front property line, bind themselves to, and do hereby by these presents agree, to move any Service Station 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. 773, New Series 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 Service Station to the line designated; that they will move said Service Station 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.

UNION OIL COMPANY OF CALIFORNIA
C.T.SULLIVAN Division Engineer
Owner's Name
617 West Seventh St., Los Angeles, Calif.
Address

STATE OF CALIFORNIA, }
County of Los Angeles } ss.

On this 8th day of July A.D. Nineteen Hundred and 40, before me Margaret G. Kearney a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared C.T.Sullivan, Division Engineer for Union Oil Company of California 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 Los Angeles, County of Los Angeles, State of California, the day and year in this certificate first above written.

(SEAL) MARGARET G. KEARNEY
Notary Public in and for the County of Los Angeles
My commission expires June 30, 1941 State of California

RECORDED SEP 30 1940 45 min. past 11 A.M. in Book 1083 at Page 54 of Official Records, San Diego Co., Cal.
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 Agreement with Union Oil Company of California to move building on Rosecrans Street when street is widened. Being Document No. 323234.
FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willis Deputy

UNDERTAKING FOR STREET LIGHTING.

Midway Drive Lighting District No. 1

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO 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 EIGHTEEN DOLLARS (\$118.00), 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, 1940.

WHEREAS, the above bounden SAN DIEGO 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 MIDWAY DRIVE, between Rosecrans Street and the northwesterly line of Pueblo Lot 240 produced southwesterly to its intersection with the southwesterly line of Midway 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 a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the above bounden SAN DIEGO 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.
Total amount of premium charged, \$5.00

(SEAL) ATTEST: SAN DIEGO GAS & ELECTRIC COMPANY
J.A.CANNON By A. E. HOLLOWAY Vice Pres. Principal.
Secretary

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

STATE OF CALIFORNIA, }
County of San Diego. } ss.

On this 7th day of October, in the year nineteen hundred forty, 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 8th day of October, 1940.
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. 72288 passed and adopted on the 17th day of September, 1940, require and fix the sum of \$118.00 as the penal sum of the foregoing Undertaking.

(SEAL) FRED W. SICK
City Clerk of The City of San Diego.

CONTRACT FOR STREET LIGHTING.
Midway Drive Lighting District No. 1

THIS AGREEMENT, made and entered into this 8th day of September, 1940, by and between SAN DIEGO 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 MIDWAY DRIVE, between Rosecrans Street and the northwesterly line of Pueblo Lot 240 produced southwesterly to its intersection with the southwesterly line of Midway Drive, in the City of San Diego, California. Such furnishing of electric current shall be for a period of one year from and including October 1, 1940, to-wit: to and including September 30, 1941.

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 Midway Drive Lighting District No. 1", filed July 2, 1940, 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 Four Hundred Seventy and 40/100 Dollars (\$470.00) 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 "Midway Drive 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 Four Hundred Seventy and 40/100 Dollars (\$470.00) shall be paid out of any other fund than said special fund designated as "Midway Drive 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 Four Hundred Seventy and 40/100 Dollars (\$470.00).

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 GAS & ELECTRIC COMPANY
By A. E. HOLLOWAY Vice Pres

THE CITY OF SAN DIEGO.
By
FRED W. SIMPSON
L. F. WEGGENMAN
ADDISON E. HOUSH
HERBERT E. FISH
HARLEY E. KNOX
A. E. FLOWERS
Members of the Council

(SEAL) ATTEST:
FRED W. SICK City Clerk
By CLARK M. FOOTE JR.,
Deputy

I hereby approve the form of the foregoing Contract, this 8th day of October, 1940.
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 Midway Drive Lighting District No. 1. Being Document No. 323493.
FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Wilbig Deputy

THIS CONTRACT OF EMPLOYMENT, made and entered into this 3rd day of October, 1940, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City Manager of said City, first party, and Malcolm F. Farmer, a resident of the City of San Diego, second party, WITNESSETH:

THAT WHEREAS, by Ordinance No. 1861 (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 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 conduct lecture tours through the museum; to keep museum attendance records; to report to the director and curators any conditions of exhibits that may require attention, to make regular rounds of inspection of all exhibit rooms and galleries. 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 herein-after recited, the parties hereto agree together as follows:

That beginning October 3, 1940, 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 and 00/100 Dollars (\$100.00) 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 and 00/100 Dollars (\$100.00) 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 had 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 ending June 30, 1941.

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
F.A.RHODES

City Manager
MALCOLM F. FARMER
Malcolm F. Farmer
Second Party

I hereby approve the form of the foregoing contract this 7th day of October 1940.
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 Malcolm F. Farmer as Archaeologist for San Diego Museum. Being Document No. 323524.

FRED W. SICK
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 11 day of July, 1940, 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 several years the City has been paying a portion of the expense of maintaining and operating a lookout on Lyons Peak and a Fire Guard Station in San Diego River in the vicinity of El Capitan Dam, and desire to continue so to do for the fiscal year 1940-41.

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 1940-41 the total sum of Thirteen hundred and Twenty dollars (\$1320.00) payable at the rate of Two hundred and Twenty dollars (\$220.00) per month toward the expense of maintenance by the Government of Lyons Peak Lookout Service, and San Diego River Fire Guard Service. 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 1940-41, which said fiscal year begins July 1, 1940, to insure efficient fire protection to watersheds and mutual benefits to the parties to this agreement.

No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the agreement be for the general benefit of such corporation or company.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first hereinabove written.

THE CITY OF SAN DIEGO,
By F.A.RHODES
City Manager

UNITED STATES FOREST SERVICE
By N.J.FARRELL
Forest Supervisor

I HEREBY APPROVE the form of the foregoing Agreement, this 15 day of July, 1940.
D.L.AULT, 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 Lyons Peak Lookout and San Diego River Fire Guard. Being Document No. 323593.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willig Deputy

L E A S E

THIS INDENTURE OF LEASE, made in duplicate this 30th day of September, 1940, by and between EARL S. LOVETT and MARY L. FLETCHER MACK, formerly Mary L. 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 said Building, to be occupied by the San Diego Public Library; and

WHEREAS, said Lessors agree to remodel said building at their own expense, so that the same may be used by said Lessee as a Public Library, at an estimated cost of \$470.00, in accordance with the estimate attached hereto, marked "Exhibit A", and by reference made a part hereof as though fully included herein; said remodeling to begin immediately after the execution of this lease and to continue to completion without unreasonable delay;

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 said building hereinabove mentioned, TO HAVE AND TO HOLD the said premises for the period of two years, commencing on the 1st day of September, 1940, up to and including the 31st day of August, 1942, at a rental of Six Hundred Dollars (\$600.00) per month, payable in advance on the first day of each and every month during said term.

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 two (2) year period; the rental for said two year period to be mutually adjusted between said parties. That in the event the said rentals for said two 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 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 this lease subsequent to said remodeling, 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.

IN WITNESS WHEREOF, the Lessors have hereunto subscribed their names and the City of San Diego has hereunto subscribed his name, as and for the act of said City, pursuant to Resolution No. _____ authorizing such execution, the day and year first hereinabove written.

EARLE S. LOVETT

MARY L. FLETCHER MACK

Lessors.

THE CITY OF SAN DIEGO

Lessee

By F.A. RHODES

City Manager

I hereby approve the form of the foregoing Lease, this 17th day of September, 1940.

D.L. AULT, City Attorney

By JAMES J. BRECKENRIDGE

Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Earl S. Lovett and Mary L. Fletcher Mack for Library Annex. Being Document No. 323608.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willig Deputy

Insert Page 369 ***

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 Forty-eight and 64/100 (\$248.64) 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 Nine Hundred Ninety-four and 56/100 Dollars (\$994.56) 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 "Mission Beach Lighting District No. 2 Fund."

End of insert

A G R E E M E N T

WHEREAS, E. B. Slade are, is the owner of East 46 feet of Lot G Block 257 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 27 day of Sept., 1940, by E. B. Slade that he will, for and in consideration of the permission granted him to remove 14 feet of curbing on 3rd 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.

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.

E. B. SLADE

Owner's Name

230 Ivy

Address

STATE OF CALIFORNIA,

ss

County of San Diego

On this 27th day of September, A.D. Nineteen Hundred and Forty, before me, the undersigned a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared E. B. Slade 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
Nov. 10, 1943.

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

RECORDED OCT 8 1940 57 min. past 10 A.M., in Book 1086 at Page 63 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 E. B. Slade to the City of San Diego. Being Document No. 323287.

FRED W. SICK

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 Wesley Percival, and Thelma B. Percival are the owners of Lots 1 & 2 (Ex. Railroad Right-of-Way) Block 251 Subdivision Middletown and,

WHEREAS, the provisions of Ordinance No. 401 New Series 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 Street; and,

WHEREAS, the undersigned has heretofore applied to the Council of the City of San Diego for a special permit to erect a pump island and pumps 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. _____ suspended the provisions of said ordinance with respect to said property and has granted permission to the undersigned to erect a pump island and pumps 12.5 ft. 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 pump island and pumps 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 25th day of September, 1940, by John Wesley Percival, and Thelma B. Percival that they will, for and in consideration of the permission granted them to erect a pump island and pumps on the above described property 12.5 ft. from the front property line, bind themselves to, and do hereby by these presents agree to move any pump island and pumps 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 them to move said pump island and pumps to the line designated; that they will move said pump island and pumps 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.

JOHN W. PERCIVAL

THELMA B. PERCIVAL

Owner's Name

2740 6th Ave. San Diego, Calif.

Address

STATE OF CALIFORNIA,

ss.

County of San Diego,

On this 25th day of September A.D. Nineteen Hundred and Forty (1940), before me, Mardge Watt a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared John Wesley Percival and Thelma B. Percival 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 the City of San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)

My Commission expires May 27, 1944

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

RECORDED OCT 8 1940 57 min. past 10 A.M. in Book 1086 at Page 63 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 Agreement with John W. Percival et ux to move building when Pacific Highway is widened. Being Document No. 323377.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willey Deputy

B I L L O F S A L E

KNOW ALL MEN BY THESE PRESENTS:

That I, E. Leslie Pickering, individually and as Administratrix of the Estate of Ernest Pickering, Deceased, Party of the First Part, in pursuance to and in conformity with the provisions of that certain option agreement heretofore entered into by myself and the purchaser herein and in further compliance with that certain Order of Court duly made and entered on the 21st day of August, 1940, in the Matter of the Estate of Ernest Pickering, Deceased, and for and in consideration of the sum of Ten Thousand Dollars (\$10,000.00), lawful money of the United States of America, to me in hand paid by the City of San Diego, a Municipal Corporation in and of the State of California, Party of the Second Part, the receipt whereof is hereby acknowledged, do, by these presents grant, bargain, sell, assign, transfer, deliver and convey unto the said Party of the Second Part, its successors and assigns, all of the right, title and interest of Party of the First Part, individually and as Administratrix of the Estate of Ernest Pickering, Deceased, in and to the following described personal property, located at and affecting Mission Beach Amusement Center, Mission Beach, San Diego, California, to wit:

Merry-go-round
Hot Dog Stand Equipment
Pop Corn, Equipment
Chairs and Benches in M.G.R. Building
Malted Milk Shop and Equipment
"5 Spot" Shooting Gallery
Sky-Ride or Swooper
Frolick
Hamburger Stand
Beauty Shop Equipment
Picnic Tables and Benches
Lease, State Park Commission, present unexpired term
Miscellaneous, bric-a-brac

TO HAVE AND TO HOLD the same unto the said Party of the Second Part and to its successors and assigns forever.

In witness whereof, the said Party of the First Part, individually and as Administratrix of the Estate of Ernest Pickering, Deceased, has set her hand and seal this 23 day of August, 1940.

E. LESLIE PICKERING

Individually and as Administratrix of the Estate
of Ernest Pickering, Deceased.

STATE OF CALIFORNIA

County of Los Angeles

ss.

On this 23 day of August, Nineteen Hundred and Forty, before me, Ruby Marks (RM) a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared E. Leslie Pickering, known to me thru identification to be the person described in and whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same in her individual capacity and as Administratrix of the Estate of Ernest Pickering, Deceased.

In Witness Whereof, I have hereunto set my hand and affixed my Official Seal at my office, in said County of Los Angeles, State of California, the day and year in this Certificate first above written.

(SEAL)

My commission expires July 24, 1943

RUBY MARKS

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

RECORDED OCT 8 1940 57 min. past 10 A.M. in Book 1082 at Page 226 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 Bill of Sale from E. Leslie Pickering to City of San Diego. Being Document No. 323446.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willey Deputy

ASSIGNMENT, AND ACCEPTANCE OF ASSIGNMENT OF TIDELAND LEASE

WHEREAS, on the 5th day of August, 1927, The City of San Diego, as lessor, entered into a lease with Henry Daubert, as lessee, said lease being contained in Document No. 219058, on file in the office of the City Clerk of said City, and recorded in Book 6, page 62, Records of said City Clerk, for certain tidelands on the Bay of San Diego, in the City of San Diego, County of San Diego, State of California; and

WHEREAS, subsequently said lease was authorized to be assigned to J. Van Houten by Ordinance No. 12921 of the ordinances of The City of San Diego, which said ordinance in certain respects modified said lease; and said lease was on the 18th day of August, 1930, so assigned to said J. Van Houten, which said assignment is on file in the office of the City Clerk of said City,

bearing Document No. 260041, and recorded in Book 8, page 219, Records of said City Clerk; and WHEREAS, the Council of The City of San Diego by Ordinance No. 1936(N.S.); passed on the 17th day of September, 1940, authorized the said J. Van Houten to transfer said lease and his rights thereunder to D.D. Williams;

NOW, THEREFORE, the said J. Van Houten does hereby sell, assign and transfer to D. D. Williams all of his right, title and interest in and to said lease, and any rights which he may have acquired thereunder.

Said D. D. Williams does hereby accept said assignment of lease and hereby undertakes and agrees to assume all of the obligations heretofore assumed by the said J. Van Houten, as the assignee of said Henry Daubert, original lessee, and further agrees that this acceptance shall operate as an acceptance of the terms and conditions of said Ordinance No. 1936.

Dated this 16th day of October, 1940.

J. VAN HOUTEN
D. D. WILLIAMS

I hereby approve the form of the foregoing Assignment this 19th day of Sept. 1940.

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 Assignment and Acceptance of Assignment of Tideland Lease to D. D. Williams by J. Van Houten. Being Document No. 323776.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willey Deputy

C O N T R A C T

THIS AGREEMENT, made this 18th day of October, 1940, by and between THE CITY OF SAN DIEGO, acting by and through the City Manager, hereinafter sometimes designated as the "City", and ROBERT SCHULENBURG, RICHARD SCHULENBURG and A. R. SCHULENBURG, a co-partnership, doing business as A. R. SCHULENBURG AND SONS, party of the second part, and hereinafter sometimes designated as the "Contractor", WITNESSETH:

That in consideration of the matters and things hereinafter recited the parties hereto agree together as follows:

The Contractor hereby agrees to furnish labor and equipment and salvage and remove such accessible portions of the City's First Main Otay-San Diego wood stave pipeline between Otay filter plant and the south end of the steel syphon across Sweetwater Valley as shown on the blue print designated as "Sheet 1 of 4, WD-110" attached hereto, and in accordance with instructions of the City Manager or his duly authorized representative.

All air valves, blowoff valves, line valves, Venturi meters, reducers, fittings, steel or cast iron pipe shall remain the property of the City. All of the salvage wood staves, steel bands and shoes shall be disposed of in accordance with the following conditions of this contract:

No pipe shall be taken from under roads or streets except by special written permission of the City Manager or his duly authorized representative. All pipe not under roads or streets which has not to exceed two feet of cover over the top of the pipe shall be salvaged. It shall be optional with the contractor as to the amount of pipe to be taken out where the cover exceeds two feet.

No pipe shall be taken where the contiguous land owners wish to secure separate permits from the City for salvaging the same.

All excavation required for salvaging pipe shall be made by the contractor, and all excavated material shall be replaced in the trench by the contractor without cost to the City within ten (10) days after removal of salvaged staves and bands.

After the bands and staves are thrown out of the trench by the contractor, the City will mark the best bands and staves desired by the City for its own use and the contractor shall at his own expense sort over and set aside the bands and staves marked by the City, including shoes attached to the bands, up to twenty-five per cent (25%) of the total bands and staves in any and all 100 foot sections of trench, and forthwith deliver the City's portion of said 25% of said staves, bands and shoes to the City's storage yard at Chollas Station.

At no time shall the contractor allow the City's portion of staves, bands and shoes to accumulate along the line of salvage work in an amount in excess of one day's hauling of same to Chollas Station.

The remaining seventy-five per cent (75%) of salvaged staves, bands and shoes shall become the property of the contractor, and shall be removed from City property within reasonable time.

The contractor shall not have more than 4,000 feet of work under way at any one time, including return of excavated material to the trench and the complete removal of all bands and staves.

The contractor shall confine his operations to the City's rights of way, to public roads and to roads used by the City, except where he secures the right to cross private property.

The work shall be completed within one (1) year after agreement is entered into, unless this contract prior to completion shall be terminated as hereinafter provided.

The salvaging operations shall be carried on and conducted in a workmanlike manner, and no salvage work shall be done at locations prohibited by the City. Said salvaging work shall be conducted in accordance with the conditions hereinabove stated and the requirements of the City.

The contractor shall carry Workmen's Compensation Insurance sufficient to cover all of his employees, and shall furnish the City a certificate of the insurance carrier of such fact.

The contractor shall file with the City such public liability insurance as will protect the contractor and the City from any claims for damages for personal injuries, including death, which may arise from operations under this contract. Such insurance shall be with companies permitted to do business in the State of California and all policies shall be delivered to the City prior to the contractor's entry into possession of said premises and shall be subject to the approval of the City as to surety, adequacy and form of protection. Such liability policy shall provide a limit of \$10,000 for one person and \$20,000 for more than one person injured or killed in any one accident and shall have endorsed thereon the City's approved form of "Save Harmless" clause.

The contractor shall not assign, transfer, sell or dispose of any interest in this contract without having first obtained consent of the City Manager so to do; provided, however, this contract may be cancelled by either party by giving thirty days' written notice to the other party of intention so to do.

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, and the contractor has hereunto subscribed their

names the day and year in this agreement first above written.

THE CITY OF SAN DIEGO,
By WALTER W. COOPER
City Manager
ROBERT SCHULENBURG
RICHARD SCHULENBURG
A. R. SCHULENBURG
co-partners, doing business as
A. R. SCHULENBURG & SONS,

I HEREBY APPROVE the form of the foregoing Contract this 14th day of October, 1940.
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 A. R. Schulenburg & Sons for salvaging portions of 1st Main Otay-San Diego Wood-stave Pipeline. Being Document No. 323860.

FRED W. SICK
City Clerk of the City of San Diego, California
By Helen M. Willig Deputy

A G R E E M E N T

WHEREAS, C. BORGERDING, is the owner of Lots G & H Block 24 Subdivision Horton's Addition, City of 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 30th day of Sept., 1940, by _____ that he will, for and in consideration of the permission granted him to remove 30 feet of curbing on 12th & C 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.

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. BORGERDING
Owner's Name
3960 Centre St.
Address

MAX M. RANSOM
Witness

STATE OF CALIFORNIA }
County of San Diego }SS

On this 30th day of Sept., in the year nineteen hundred and 40, A.D., before me _____, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Max M. Ransom personally known to me to be the same 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 C. Borgerding, of San Diego, Cal., 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 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 in said County the day and year in this certificate first above written.

(SEAL) H. S. BELL
Notary Public in and for San Diego County,
My commission expires Jan. 30, 1944. State of California.

RECORDED OCT 8 1940 35 min. past 2 P.M. in Book 1089 at Page 65 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 C. Borgerding to the City of San Diego. Being Document No. 323490.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willig Deputy

A G R E E M E N T

WHEREAS, O. F. Cravens, is the owner of Lots 33-34 Block 12 Subdivision Reeds Ocean Front 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 Third day of October, 1940, by O. F. Cravens that he will, for and in consideration of the permission granted him to remove 12 feet of curbing on Loring Street street adjacent to the above described property, bind _____ 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 _____, 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.

O. F. CRAVENS Owner's Name
4363 37 st. Address

STATE OF CALIFORNIA,

County of San Diego

ss

On this Third day of October, A.D. Nineteen Hundred and Forty, before me, Geo. A. Westover a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared O. F. Cravens 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 Apr. 22 1941

GEO. A. WESTOVER
Notary Public in and for the County of San Diego
State of California

RECORDED OCT 8 1940 34 min. past 2 P.M. in Book 1089 at Page 63 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 O.F. Cravens to the City of San Diego. Being Document No. 323491.

FRED W. SICK
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 L. HURTEAU AND MARY E. HURTEAU are the owners of Lot 3 Block 12 Subdivision El Cerrito #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 October, 1940, by Frank L. that they will, for and in consideration of the permission granted them to remove 10' feet of curbing on 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 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.

MARY E. HURTEAU
5819 Adelaide

FRANK L. HURTEAU
Owner's Name
5819 Adelaide Ave.
Address

STATE OF CALIFORNIA,

County of San Diego

ss

On this 5th day of Octo, A.D. Nineteen Hundred and forty, before me, S.C. Grable a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Frank L. Hurteau 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)

S. C. GRABLE
Notary Public in and for the County of San Diego
State of California

RECORDED OCT 11 1940 10 min. past 4 P.M. in Book 1066 at Page 465 of Official Records, San Diego Co., Cal. Recorded at request of City Clerk.

ROGER N. HOWE, County Recorder
R. N. HOWE

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 Frank L. Hurteau et ux to the City of San Diego. Being Document No. 323615.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willey Deputy

A G R E E M E N T

WHEREAS, R. E. LISH is the owner of Lots 56, 57, and portion of 58 Block 5 Subdivision Re-subdivision of Fairmount 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 Eighth day of October, 1940, by R.E. LISH that he will for and in consideration of the permission granted him to remove 10 feet of curbing on Castle 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.

R. E. LISH
Owner's Name
4790 Castle
Address

STATE OF CALIFORNIA, }
County of San Diego } ss

On this 8th day of Oct., A.D. Nineteen Hundred and 40, before me, Geo. A. Westover a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared R.E.Lish 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)

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

RECORDED OCT 11 1940 11 min. past 4 P.M. in Book 1066 at Page 467 of Official Records, San Diego Co., Cal. Recorded at request of City Clerk.

ROGER N. HOWE, County Recorder
R. N. HOWE

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 R.E.Lish to City of San Diego. Being Document No. 323616.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willyg Deputy

A G R E E M E N T

WHEREAS, Enrique Miramontes and Delfina Miramontes husband & wife joint tenants of the real estate described as follows: Lot B, Block 1, Subdivision Sierra Park in the City of San Diego, County of San Diego, State of 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 16th day of October, 1940, by Enrique Miramontes and Delfina Miramontes Husband & Wife that we will, for and in consideration of the permission granted us to remove 8 feet of curbing on Teak 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 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.

ENRIQUE MIRAMONTES DELFINA MIRAMONTES
Owner's Name

1970 Logan
Address

STATE OF CALIFORNIA, }
County of San Diego } ss

On this 16 day of Oct, A.D. Nineteen Hundred and 40, before me, Bessie Smith a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Enrique Miramontes Delfina Miramontes 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 Mar. 15, 1944

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

RECORDED OCT 25 1940 30 min. past 2 P.M. in Book 1092 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.

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 Enrique Miramontes to the City of San Diego, California. Being Document No. 323849.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willyg Deputy

A G R E E M E N T

WHEREAS, CLAUD J. CLARK is the owner of 11 to and 16 - 127 Choates 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, by Claud J. Clark that he will, for and in consideration of the permission granted him to remove 12 feet of curbing on F 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. J. CLARK
3253 F St. San Diego

STATE OF CALIFORNIA, }
County of San Diego } SS.

On this 19 day of Oct., A.D. Nineteen Hundred and 40, before me, Amie V. Gillons a Dep. Co. Clerk in and for said County, residing therein, duly commissioned and sworn, personally appeared C. J. Clark 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. B. MC LEES
Clerk of Superior Court, San Diego County, California
By A. V. GILLONS Deputy

(SEAL) RECORDED OCT 25 1940 30 min. past 2 P.M. in Book 1092 at Page 119 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.

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 Claud J. Clark to the City of San Diego, California. Being Document No. 323850.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willey Deputy

RESOLUTION SURRENDERING LEASED PREMISES AND
CANCELLING LEASE.

THAT WHEREAS, on or about December 31, 1937, The City of San Diego, a municipal corporation of the State of California, leased and let to the Associated Glider Club of Southern California, a non-profit corporation, certain lands within the boundaries of Pueblo Lot 1324 of the Pueblo Lands of The City of San Diego, to be used by the lessee for glider purposes; said lease being contained in Document No. 306166, filed in the office of the City Clerk of The City of San Diego January 5, 1938; and

WHEREAS, the United States Government is desirous of securing a lease from The City of San Diego for the lands leased to this lessee, together with other lands, for the purposes of National Defense, on which lands the Marine Corps and the Army of the United States are to be located; and

WHEREAS, this lessee is desirous of co-operating in every way possible in furthering the activities of both branches of the Service; NOW, THEREFORE,

BE IT RESOLVED By the Board of Directors of the Associated Glider Club of Southern California, in meeting duly and regularly called for that purpose, that said lease be, and the same is hereby voluntarily surrendered to The City of San Diego, and this day terminated.

AND BE IT FURTHER RESOLVED that the provisions contained in paragraph 4 of said lease be, and the same are hereby waived, and that The City of San Diego may enter upon and take immediate possession of said premises described in said lease, being Document No. 306166, filed in the office of the City Clerk of said City January 5, 1938.

ALAN R. ESSERY
President.

ATTEST:
EDWARD F. TRUE
Secretary
Oct. 23, 1940

I HEREBY CERTIFY that the foregoing is a full, true and correct copy of a resolution passed and adopted by the Board of Directors of the Associated Glider Club of Southern California on the 23 day of Oct, 1940.

EDWARD F. TRUE
Secretary.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Resolution of Associated Glider Club of Southern California surrendering its lease on certain Pueblo Lands. Being Document No. 324078.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willey Deputy

RIGHT OF WAY AGREEMENT FOR COUNTY HIGHWAY

WHEREAS, the County of San Diego desires to relocate or realign certain portions of the county road under County Road Survey 627 (H.C.20), Mission Gorge Road, in the vicinity of and east of the Old Mission Dam in said County of San Diego; and

WHEREAS, certain portions of said road as proposed to be relocated or realigned will cross certain lands owned by The City of San Diego below the high water contour of the proposed Mission Reservoir, whether the dam thereof be built at No. 2 or No. 3 site; and

WHEREAS, said County has made application to The City of San Diego for a right of way across said lands below the high water contour of said proposed Mission Reservoir, which said application is on file in the office of the City Clerk, bearing Document No. 323266, reference to which is hereby made for further particulars; NOW, THEREFORE,

THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, does, upon the terms and conditions and subject to the limitations hereinafter specifically set forth, hereby grant to the County of San Diego, a political subdivision of the

State of California, the right of way and incidents thereto for a public highway, which said highway will be a relocation or realignment of that certain existing County Road Survey 627 (H.D.20), Mission Gorge Road, upon, over and across the lands owned by said City hereinafter described, lying and being in the County of San Diego, State of California, and particularly described as follows, to-wit:

Lots 1, 2 & 3, in Block G; Lots 1 & 2 in Block H, of Fanita Rancho, according to map thereof No. 688, records of said County; also Tract C of Rancho El Cajon, according to Partition Map thereof on file in the office of the County Clerk of said County in Action #262 of the 18th Judicial District Court of the State of California.

Said highway right of way hereby granted, conveyed and dedicated is more particularly described as follows, to-wit:

That portion of said Blocks G and H of Fanita Rancho, and said Tract C of Rancho El Cajon included within a strip of land 60 feet wide, 30 feet each side of the following described center line:

Beginning at a point in the westerly line of said Tract C of Rancho El Cajon, from which a 1 inch pipe marking the southwest corner of said Tract bears S. 6° 52' E. 75.04 feet, said point being on the arc of a curve concave southerly the radius of which bears S. 6° 58' 05" E. 400 feet from said point; thence easterly along said curve through a central angle of 8° 07' 35" a distance of 56.73 feet; thence tangent to said curve S. 88° 50' 30" E. 253.96 feet to the beginning of a curve to the right having a radius of 550 feet; thence along said curve through a central angle of 23° 30' a distance of 225.58 feet; thence S. 65° 20' 30" E. 1959.45 feet to the beginning of a curve to the left having a radius of 2000 feet; thence southeasterly along said curve through a central angle of 16° 05' a distance of 561.41 feet to a point in a line that is parallel with and distant 30 feet at right angles northerly from the southerly line of Woodside Avenue, as said avenue is shown on said map of Fanita Rancho, said last mentioned point bearing S. 81° 25' 30" E. 1881.23 feet along said parallel line from the point of intersection of said line with the easterly line of Lot 6 in said Block H of Fanita Rancho.

Together with the right to use or remove all trees and growths, (growing or that may hereafter grow), and to use road building materials within said right of way, and at such locations within the same as said County of San Diego may deem proper, needful or necessary in the construction, reconstruction and maintenance of said highway.

Provided, however, anything in this instrument to the contrary notwithstanding, that The City of San Diego hereby reserves the absolute right at any time in connection with its development of Mission Reservoir, to flood any or all of the lands included within said right of way up to elevation 353 U.S.G.S. without any liability or the obligation to pay any damages whatsoever on account of such flooding; and the grant to said County herein contained is made expressly upon said condition. Provided, further, that said County of San Diego by accepting the right of way hereby granted irrevocably consents to and acknowledges the right of The City of San Diego to flood all or any portion of the lands included within said right of way without any liability or obligation to pay damages or to make compensation in any manner or degree whatsoever for so doing.

IN WITNESS WHEREOF, The City of San Diego has caused this instrument to be executed by a majority of the members of the Council of said City, pursuant to Resolution No. 72607, authorizing such execution, this 29th day of October, 1940.

THE CITY OF SAN DIEGO
By P.J.BENBOUGH
L. F. WEGGENMAN
FRED W. SIMPSON
ADDISON E. HOUSH
HERBERT E. FISH
A. E. FLOWERS
HARLEY E. KNOX
Members of the Council.

(SEAL) ATTEST:
FRED W. SICK

City Clerk

I HEREBY APPROVE the form of the foregoing Right of Way Agreement for County Highway this 28th day of October, 1940.

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 duplicate original of right of way agreement for County Highway. Being Document No. 324096.

FRED W. SICK

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 THEATRICAL ENTERPRISES 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 One Thousand Dollars (\$1000.00), 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 30th day of October, 1940.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas the said principal has been awarded the annexed concession by The City of San Diego to place and maintain upon the streets of The City of San Diego not less than one hundred fifty (150) nor more than two hundred (200) trash cans, with the privilege of placing and maintaining advertising matter thereon; and in consideration of which said principal has agreed to pay The City of San Diego the sum of sixty cents (60¢) per month for each and every trash can so placed and maintained, payments to be made on the tenth day of each month for the amounts due for the preceding month.

NOW, THEREFORE, if the said principal shall perform each and every of the duties, conditions and requirements contained in said concession attached hereto, and shall promptly pay all moneys due under the terms of said concession, 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 affixed by their proper officers thereunto duly authorized, the day and year first hereinabove written.

THEATRICAL ENTERPRISES CORPORATION,
Principal.

(SEAL) ATTEST:

By L. B. METZGER Pres.

GREAT AMERICAN INDEMNITY COMPANY

Surety

ATTEST:

By L. DOSTER
By E. K. JAMES

Attorneys-in-fact

(SEAL)

Executed in duplicate.

The premium charged for this bond is \$20.00.

STATE OF CALIFORNIA

ss.

County of San Diego

On this 30th day of October in the year one thousand nine hundred and forty, 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)

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 foregoing bond this 31st day of October, 1940.

D. L. AULT

City Attorney

By H. B. DANIEL

Asst. City Atty.

I HEREBY APPROVE the foregoing bond this 2nd day of November, 1940.

WALTER W. COOPER

City Manager.

AGREEMENT

THIS AGREEMENT, made and entered into in duplicate this 31st day of October, 1940, 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 THEATRICAL ENTERPRISES CORPORATION, hereinafter called the concessionaire, WITNESSETH:

WHEREAS, the concessionaire is desirous of placing and maintaining sanitary refuse containers, sometimes called trash cans, upon the public streets of the city, and of leasing advertising space thereon; and

WHEREAS, it seems advisable and for the best interests of the city to grant such concession and privilege, upon the terms and conditions hereinafter stated;

NOW, THEREFORE, in consideration of the payments hereinafter mentioned to be made to The City of San Diego, the promises on the part of the concessionaire to be kept and performed, and for other valuable considerations, the city hereby grants to the concessionaire the concession, right and privilege to place not less than one hundred fifty (150) nor more than two hundred (200) sanitary refuse cans, with advertising space thereon, upon the public streets and places in The City of San Diego, upon the following terms and subject to the following conditions:

(1) The location of said cans shall be subject to the designation and approval of the City Manager, and changes of location of all or any of said cans shall be made when ordered by said City Manager.

(2) That the term of this concession, unless terminated by the City Council as hereinafter provided, shall be for a period of one (1) year. This concession and all rights hereunder shall be subject to termination by resolution of the Council of The City of San Diego, and upon sixty (60) days' written notice thereof; and in case of such termination the City shall not be liable for any damages, costs or expenses suffered or incurred by the concessionaire by reason of any such termination.

(3) That the concessionaire may use said waste receptacles for the purpose of placing advertising matter thereon; provided, however, that no objectionable advertisements shall be placed thereon, and all advertising so placed shall be subject to the approval of the City Manager.

(4) Said concessionaire shall at all times keep and maintain each and all of said receptacles in a good state of repair, and in a neat, clean and sanitary condition, and to the satisfaction of the City Manager.

No garbage or market refuse shall be permitted to be deposited in any of said receptacles, but the same shall be used only for the deposit of rubbish or waste matter. The terms "garbage" "Market refuse," and "Waste matter" shall include the substances included in the definitions of said terms as set forth in the ordinances of the City relating to the collection, disposition and handling of garbage, market refuse and waste matter.

(5) The concessionaire, in consideration of the right to place and maintain said trash cans as herein granted, shall pay to The City of San Diego the sum of sixty cents (60¢) per month for each and every can maintained under this concession. Payments shall be made to the City on or before the tenth day of each month for moneys due for the previous month.

(6) The concessionaire shall furnish and maintain during the life of this concession a good and sufficient bond executed by an approved surety company, in the sum of one thousand dollars (\$1000.00), to be conditioned upon the faithful performance by the concessionaire of the terms of this concession. The approval and filing of such surety bond shall be a condition precedent to the effectiveness of this concession.

(7) That the City will, at such times as the City Manager may direct, empty and remove the trash from said cans, without expense to the concessionaire.

(8) That neither this concession nor any interest therein shall be assigned or underlet to any person, firm or corporation whatsoever; and any attempt so to assign or underlet shall automatically work a termination of this concession and all rights hereunder; provided, however, that nothing in this paragraph contained shall be construed as restricting or prohibiting the right of second parties to grant to other persons, firms or corporations the right and privilege of placing advertising matter on the advertising space on said cans, which right is hereby specifically reserved to the concessionaire, subject, however, to the other provisions of this agreement regarding advertising, as the same are expressed in Paragraph 3 of this agreement.

(9) That the concessionaire shall promptly, and in any event within not more than no days from the execution of this concession and the approval of the bond hereinabove required, place at such locations as may be approved by the Manager the minimum number of trash cans hereinabove provided.

IN WITNESS WHEREOF, The City of San Diego has caused its name to be hereunto affixed by the City Manager, and attested by the City Clerk, thereunto duly authorized by Resolution No. 72603, and the concessionaire has caused its corporate name and seal to be hereunto affixed by its proper officers, evidencing its acceptance of this concession and the terms and conditions hereof.

(SEAL) ATTEST: FRED W. SICK City Clerk
By AUGUST M. WADSTROM Deputy

THE CITY OF SAN DIEGO
By WALTER W. COOPER City Manager

(SEAL) ATTEST:

THEATRICAL ENTERPRISES CORPORATION,
ConcessionaireBy L. G. METZGER Pres.
LUCILLE METZGER SecretaryI HEREBY APPROVE the form of the foregoing Agreement this 28th day of October, 1940.
D. L. AULT City AttorneyI HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Contract with Theatrical Enterprises Corp. for trash cans on streets. Being Document No. 324197.
FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willig Deputy

REVOCABLE PERMIT

WHEREAS, the City of San Diego, a municipal corporation in the County of San Diego, State of California, has submitted application for permission to construct and maintain a high-way on lands adjacent to the new combined pier and bulkhead line to be established through the grounds of the Naval Air Station and Marine Corps Base, San Diego, California; and

WHEREAS, the granting of said permission to the said City under the conditions herein-after enumerated will not interfere with the activities of the Navy at the aforesaid naval activities, and is deemed to be of mutual benefit to the parties hereto:

NOW, THEREFORE, in consideration of the premises, the United States of America, represented by the Secretary of the Navy, hereinafter called the Permitter, hereby grants to the City of San Diego, California, hereinafter called the Permittee, permission to construct and maintain a right of way 200 feet in width through the Naval Training Station and Marine Corps Base, San Diego, California, in the approximate location shown on photostatic copy of P.W.O. drawing No. ND11/N1-13(13), hereto attached, marked Exhibit "A" 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 said right of way in safe condition to the satisfaction of the United States or its duly authorized representative.
3. The Permittee will commence work on the proposed project only after plans have been formally approved by the Commandant, Eleventh Naval District.
4. All work in connection with constructing, maintaining and repairing the aforesaid right of way over or through the property of the Permitter shall be done at such times as not to interfere with the activities of the Naval Training Station or the Marine Corps Base as determined by the Permitter or its representative.
5. The Permitter shall not under or by reason of this permit or by reason of anything contained herein incur any expense or liability whatever occasioned by injury to the facilities of the Permittee by any project undertaken pursuant to law, 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 Permitter, its officers or agents.
6. The Permittee is not to be considered as acquiring hereunder any permanent interest whatever in the land of the Permitter.
7. In case of the termination of this permit, the Permittee, at its sole expense and within a reasonable time, will remove its property and restore the lands of the Permitter as nearly as practicable to the condition they were in when this permit was issued if so requested by the Permitter.
8. In case of failure of the Permittee to remove its property or restore the premises, any expense incurred by the Permitter after the termination of this permit in removing any property of the Permittee and in restoring the lands covered by this permit, will be reimbursed to the Permitter by said Permittee upon demand.
9. This permit is restricted and shall not be assigned or succeeded to in any manner 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.
10. 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 the local representative of the United States.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Navy Department this 12th day of October, 1940.

UNITED STATES OF AMERICA
FORRESTAL

Acting Secretary of the Navy

THIS PERMIT is also executed on behalf of the City of San Diego, California in acknowledgment of the acceptance of the terms and conditions therein set forth.

(SEAL) ATTEST:
FRED W. SICK

City Clerk

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Revocable Permit from the United States Government to the City of San Diego for sewer right of way across the Destroyer Base (excepting photostatic copy of Exhibit "A"). Being Document No. 324210.

FRED W. SICK
City Clerk of the City of San Diego, CaliforniaBy Helen M. Willig Deputy

A G R E E M E N T

WHEREAS, Edward S. Sickels are, is the lessee of Lots 22 to 28 Block 45 Subdivision W. P. Herberts 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 9th day of October, 1940, by Edward S. Sickels that he will, for and in consideration of the permission granted him to remove 90 feet of curbing on McClintock 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.

EDWARD S. SICKELS
Lessee's Name
3730 EL CAJON BLVD., San Diego, California
Address

STATE OF CALIFORNIA, }
County of San Diego } ss

On this 9th day of October, A.D. Nineteen Hundred and forty, before me, Clark M. Foote Jr. a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Edward S. Sickels 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 Mar. 20, 1943
Notary Public in and for the County of San Diego,
State of California.

RECORDED OCT 25 1940 30 min. past 2 P.M. in Book 1089 at Page 252 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.
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 Edward S. Sickels to the City of San Diego, California. Being Document No. 323892.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Wilby Deputy

A G R E E M E N T

WHEREAS, A. W. Hamilton are, is the owner of Lot 1 Block 75 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 17 day of Oct., 1940, by A. W. Hamilton that he will, for and in consideration of the permission granted him to remove 35 feet of curbing on Rosecrans 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.

I 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.

A. W. HAMILTON
Owner's Name
2919 Jarvis
Address

STATE OF CALIFORNIA, }
County of San Diego } ss

On this 17 day of October, A.D. Nineteen Hundred and 40, before me, Donald F. Morrison a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared A. W. Hamilton 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
Dec. 16, 1942.
Notary Public in and for the County of San Diego,
State of California.

RECORDED OCT 25 1940 30 min. past 2 P.M. in Book 1089 at Page 250 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.
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 A. W. Hamilton to City of San Diego, California. Being Document No.323893.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Wilby Deputy

A G R E E M E N T

WHEREAS, Martha Elaine Gazlay is the Owner of Lots G & H in Block One Hundred Ninety-three (193) of Horton's Addition to the City of San Diego, according to the Official Map thereof filed in the office of the County Recorder, 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 ____ day of October, by Martha Elaine Gazlay that she will, for and in consideration of the permission granted her to remove 21 feet of curbing on "A" 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.

Martha Elaine Gazlay 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.

MARTHA ELAINE GAZLAY
208 W. Kalmia

STATE OF CALIFORNIA,

} ss.

County of San Diego

On this 22d day of October, A.D. Nineteen Hundred and Forty, before me, E. Nicolson, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Martha Elaine Gazlay 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. NICOLSON
Notary Public in and for the County of San Diego,
State of California.

RECORDED NOV 1 1940 5 min. past 9 A.M. in Book 1084 at Page 379 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.

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 Martha Elaine Gazlay to the City of San Diego, California. Being Document No. 323967.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willy Deputy

A G R E E M E N T

WHEREAS, Piggly Wiggly of San Diego, Inc., are, The Owner of 1, 2, 3, 4, 5 and 6 in Block five Re-subdivision of Crittenden's Addition in 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 October 1940, by S.B. Beaudry Sr. Secretary-Treasurer that we will, for and in consideration of the permission granted agree to remove 36 feet of curbing on Sixth St and 18 ft of curbing on Robinson St adjacent to the above described property, bind Piggly Wiggly of San Diego, Inc. 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.

Piggly Wiggly of San Diego, Inc further agrees that this agreement shall be binding on Piggly Wiggly of San Diego, Inc. 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.

Piggly Wiggly of San Diego, Inc.
By S. B. BEAUDRY Secretary-Treasurer
306 8th Ave (P O Box 1030) San Diego, Calif

STATE OF CALIFORNIA,

} ss.

County of San Diego

On this 28th day of October, A.D. Nineteen Hundred and forty, before me, EMMA GERADEHAND a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared S. B. Beaudry Sr. Secretary-Treasurer of Piggly Wiggly of San Diego, 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.

(SEAL)

My Commission expires Oct 28, 1941

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

RECORDED NOV 1 1940 5 min. past 9 A.M. in Book 1092 at Page 233 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.

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 Piggly Wiggly of S. D. Inc. to City of San Diego, California. Being Document No. 324124.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willy Deputy

LABOR AND MATERIALMEN'S BOND. Premium for this Bond is \$26.37.
KNOW ALL MEN BY THESE PRESENTS, That WALTER H. BARBER, 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 eight hundred and seventy-nine dollars (\$879.00), 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, the said Principal 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 4th day of November, 1940.

WHEREAS, the said principal has entered into the annexed contract with The City of San Diego to furnish all tools, labor, transportation, minor items of material, equipment and services, and other expense of every kind and description necessary or incidental to the construction of Flume 19, Dulzura Conduit, Dulzura, California, and involving the excavation for and installation of approximately 300 feet of 48" concrete pipe to be furnished by The City of San Diego, all as more particularly and in detail shown upon those certain plans and specifications filed in the office of the City Clerk of said City under Document No. 323545; 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 eight hundred and seventy-nine dollars (\$879.00), 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 and benefit of any and all persons, companies or corporations who perform labor on, or furnish materials, to be used in the said work.

The CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, his 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 claims 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.

IN WITNESS WHEREOF, the said principal has hereunto subscribed his name, and the said surety 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.

WALTER H. BARBER
Principal
HARTFORD ACCIDENT & INDEMNITY COMPANY
By GEO. H. MURCH, Attorney in Fact (SEAL) Surety

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 forty, 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,
My Commission expires April 27, 1942. State of California.

I hereby approve the form of the foregoing Bond this 6th day of November, 1940.

D. L. AULT City Attorney

I hereby approve the foregoing Bond this 6th day of November, 1940.

WALTER W. COOPER

City Manager.

KNOW ALL MEN BY THESE PRESENTS, That WALTER H. BARBER, 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 Four hundred forty Dollars (\$440.00), 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 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 4th day of November, 1940.

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 tools, labor, transportation, minor items of material, equipment and services, and other expense of every kind and description necessary or incidental to the construction of Flume 19, Dulzura Conduit, Dulzura, California, and involving the excavation for and installation of approximately 330 feet of 48" concrete pipe to be furnished by The City of San Diego; 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.

WALTER H. BARBER

ATTEST: _____ Principal
HARTFORD ACCIDENT & INDEMNITY COMPANY
By GEO. H. MURCH, Attorney in Fact (SEAL) Surety
M. SHANNON

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 forty, 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 6th day of November, 1940.
D. L. AULT

City Attorney

I hereby approve the foregoing Bond this 6th day of November, 1940.

WALTER W. COOPER

City Manager

ATTEST:

By FRED W. SICK

City Clerk

A.M.WADSTROM

Deputy

(SEAL)

C O N T R A C T

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 6th day of November, 1940, 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 WALTER H. BARBER, 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, minor items of material, equipment and services, and other expense of every kind and description necessary or incidental to the construction of Flume 19, Dulzura Conduit, Dulzura, California, and involving the excavation for and installation of approximately 330 feet of 48" concrete pipe to be furnished by The City of San Diego; all in accordance with the plans and specifications therefor contained in Document No. 323545, on file in the office of the City Clerk of said City.

Said contractor agrees to do and perform all of said work at and for the following prices, to-wit:

1. Excavation, unclassified, including cost of backfill and spreading of excess excavation, 490 cubic yards at One dollar and eighty cents (\$1.80) per cu. yd. \$882.00
2. Moving and installing 48" concrete pipe, complete in place. 340 linear feet at One dollar and ten cents (\$1.10) per lin. ft. \$374.00
3. Concrete complete in place except cement and reinforcing steel. 10 cubic yards at Seventeen dollars (\$17.00) per cu. yd. \$170.00
4. Steel in place in the work 1000 lbs. at six cents (\$0.06) per lb.. \$ 60.00
5. Cement in place in the work except joints. 15 barrels at Two dollars and eighty cents (\$2.80) per barrel \$ 42.00
6. Installing 8" valve and blow off pipe Lump Sum Thirty dollars (\$30.00) \$ 30.00
7. Removal of existing flume and storing salvaged timber on the ground. Lump sum Two hundred dollars (\$200.00) \$200.00

Said prices include the California State Sales Tax.

Said Contractor agrees to commence said work within 10 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 within Thirty (30) days from and after the date of the execution of this contract.

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 work by said City, will pay said contractor, in warrants drawn upon the proper fund of said City the following sums, to-wit:

1. For excavation, unclassified, including cost of backfill and spreading of excess excavation. 490 cubic yards at One dollar and eighty cents (\$1.80) per cu. yd. \$882.00
2. For moving and installing 48" concrete pipe, complete in place. 340 linear feet at One dollar and ten cents (\$1.10) per lin. ft.. \$374.00
3. Concrete complete in place except cement and reinforcing steel. 10 cubic yards at Seventeen dollars (\$17.00) per cu. yd. \$170.00
4. For steel in place in the work 1000 lbs. at six cents (\$0.06) per lb \$60.00
5. For cement in place in the work except joints. 15 barrels at Two dollars and eighty cents (\$2.80) per barrel \$ 42.00
6. For installing 8" valve and blow off pipe. Lump Sum Thirty dollars (\$30.00) \$ 30.00
7. For removal of existing flume and storing salvaged timber on the ground. Lump sum Two hundred dollars (\$200.00) \$200.00

Said prices include the California State Sales Tax. Said payments to be made as follows:

Upon completion of the work above described, and the acceptance of the same by the Hydraulic Engineer of The City of San Diego, 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 Hydraulic Engineer 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 he 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 he 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 he 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, the said contractor will repair or replace such damage, at his own cost and expense.

The work shall be conducted under the immediate supervision of the Hydraulic Engineer of said City, or such other official or officials as the 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.

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 his 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 agrees and covenants that neither said 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 employed upon any of the work provided for in this contract, shall require or permit any such laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger to life or property; and it is further provided, agreed and covenanted that said contractor shall forfeit, as a penalty to said City, ten dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this 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 hours, in violation of the provisions of Section 196 of the Charter of The City of San Diego.

Said 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 Section 197 of the Charter of The City of San Diego; 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, for each calendar day, or portion thereof, during which such alien is permitted or required to labor in violation thereof.

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>Trade or Occupation</u>	<u>Per Diem Wage</u> 8 hours
Backfill machine operators	\$6.00
Bulldozer operators	6.00
Caulkers	6.00
Cement finishers	10.00
Compressor operators	10.00
Concrete mixerman (10 c.f. capacity and under)	7.00
Crane operators	9.00
Dragline operators	10.00
Drillers	7.00
Pipe layers	6.00
Powdermen	6.00
Shovel oilers	6.00
Tractor operators, over 50 H.P.	10.00
Tractor operators, 50 H.P. and under	6.00
Trenching machine operators	10.00
Truck drivers, under 15,500 pounds	5.44
Truck drivers, over 15,500 pounds	6.00

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.

For overtime when the same is permitted by law, one and one-half 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 the foregoing rates.

The contractor shall take all necessary measures to protect the work and prevent accidents during construction. He shall provide and maintain all necessary barriers, guards, watchmen and lights.

If the contractor considers any work required of him to be outside the requirements of this contract, or considers any record or ruling of the Hydraulic Engineer unfair, he shall file with the Council a written protest against the same within ten (10) days thereafter, or be considered to have accepted the record and ruling.

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, The City of San Diego has caused this instrument to be executed by its City Manager, acting under and pursuant to a resolution authorizing such execution, and the said contractor has hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO

By WALTER W. COOPER

City Manager

WALTER H. BARBER

Contractor

I hereby approve the form of the foregoing contract, this 6th day of November, 1940.
D. L. AULT

City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Contract with Walter H. Barber for construction of Flume #19 Dulzura Conduit. Being Document
No. 324235.

FRED W. SICK

City Clerk of the City of San Diego, California

By Aletha M. Getty Deputy

THIS CONTRACT OF EMPLOYMENT, made and entered into this 28th day of October, 1940, by
and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City Manager of
said City, first party, and ANNA E. FREEMAN a resident of the City of San Diego, second party,
WITNESSETH:

THAT WHEREAS, by ordinance No. 1861 (New Series) of the ordinances of The City of San
Diego establishing a schedule of compensation for officers and/or employees in the Classified
Service of said City, the compensation for the position of District Water Bill Collector, exist-
ing 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 de-
signated 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 herein-
after recited, the parties hereto agree as follows:

That beginning Oct. 28, 1940, 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 Ten and no/100 Dollars (\$10.00) per month, payable in two equal semi-monthly install-
ments.

In consideration of the faithful performance of such services the City agrees to pay
the said rate of compensation, to-wit: Ten and no/100 Dollars (\$10.00) 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/or employees are regularly paid.

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;
PROVIDED, that in no event shall this contract remain or continue in effect for a longer period
than the fiscal year beginning July 1, 1940 and ending June 30, 1941.

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 WALTER W. COOPER

City Manager

ANNA E. FREEMAN

Second Party

I HEREBY APPROVE the form of the foregoing Contract this 28th day of October 1940.

D. L. AULT City Attorney

By HARRY S. CLARK

Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Contract for services of Anna E. Freeman as District Water Bill Collector. Being Document No.
324274.

FRED W. SICK

City Clerk of the City of San Diego, California

By Aletha M. Getty Deputy

KNOW ALL MEN BY THESE PRESENTS, That AMERICAN CONCRETE AND 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 FIVE HUNDRED SEVENTY-THREE DOLLARS (\$573.00), 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 November, 1940.

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: 340 linear feet of 48" centrifugally spun reinforced concrete pressure pipe for 50 foot
head, 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.

AMERICAN CONCRETE AND STEEL PIPE COMPANY (SEAL)

By H. D. JENKINS Vice.Pres.

Principal
(SEAL)

ATTEST:

J M McADAM

Secretary

FIDELITY & DEPOSIT CO. OF MARYLAND

Surety.

By H.G.MALM

Attorney-in-Fact

ATTEST:

E.E.GILLEAN

Agent

STATE OF CALIFORNIA,

County of San Diego

ss:

On this 7th day of November, 1940, before me, ALETHA GETTY DUBOIS, a Notary Public in
and for the said County of San Diego, State of California, residing therein, duly commissioned
and sworn, personally appeared H.G.Malm, known to me to be the Attorney-in-Fact, and E.E.Gillean
known to me to be the Agent of the Fidelity and Deposit Company of Maryland, the Corporation

that executed the within instrument, and acknowledged to me that they subscribed the name of the Fidelity and Deposit Company of Maryland thereto and their own names as Attorney-in-Fact and Agent, respectively.

(SEAL)
My Commission expires
December 18, 1941

ALETHA GETTY DU BOIS
Notary Public in and for the County of San Diego,
State of California

I hereby approve the form of the within Bond, this 7th day of November, 1940.
D.L.AULT City Attorney.
By HARRY S. CLARK
Deputy City Attorney
I hereby approve the foregoing bond this 7th day of November, 1940.
WALTER W. COOPER
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 7th day of November, 1940, 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 and STEEL PIPE 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: 340 linear feet of 48" centrifugally spun reinforced concrete pressure pipe for 50 foot head, f.o.b. Flume 19 of the Dulzura Conduit, approximately 33 miles east of The City of San Diego, California, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 323546.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

SCHEDULE			
Item No.	Work or material	Quantity and Price	Amount
1.	48" centrifugally spun reinforced concrete pressure pipe 50' head, 8 foot lengths, delivered at Flume 19, Dulzura Conduit 248 linear feet at Six & 50/100 Dollars	(\$ 6.50) per lin. ft.	\$1612.00
2.	48" centrifugally spun reinforced concrete pressure pipe 50' head, 8 foot lengths 5° deflection at bell end, delivered at Flume 19, Dulzura Conduit 8 linear feet at Seven Dollars	(\$ 7.00) per lin. ft.	\$ 56.00
3.	48" centrifugally spun reinforced concrete pressure pipe, 50' head, 8 foot lengths, 5° deflection at each spigot end, delivered at Flume 19, Dulzura Conduit 56 linear feet at Seven Dollars	(\$ 7.00) per lin. ft.	\$ 392.00
4.	48" centrifugally spun reinforced concrete pressure pipe, 50' head, 8 foot lengths, 5° deflection at both ends of each section, delivered at Flume 19, Dulzura Conduit 16 linear feet at Seven Dollars	(\$ 7.00) per lin. ft.	\$ 112.00
5.	48" centrifugally spun reinforced concrete pressure pipe, 50' head, 4 foot lengths, delivered at Flume 19, Dulzura Conduit 4 linear feet at Seven Dollars	(\$ 7.00) per lin. ft.	\$ 28.00
6.	48" centrifugally spun reinforced concrete pressure pipe, 50' head, 8 foot length, with one 8 inch standard flanged outlet for blow off, delivered at Flume 19, Dulzura Conduit 8 linear feet at Eleven & 50/100 Dollars	(\$11.50) per lin. ft.	\$ 92.00
TOTAL			\$2292.00

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 9th day of December, 1940.

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:

SCHEDULE			
Item No.	Work or Material	Quantity and Price	Amount
1.	48" centrifugally spun reinforced concrete pressure pipe 50' head, 8 foot lengths, delivered at Flume 19, Dulzura Conduit 248 linear feet at Six & 50/100 Dollars	(\$ 6.50) per lin. ft.	\$1612.00
2.	48" centrifugally spun reinforced concrete pressure pipe 50' head, 8 foot lengths 5° deflection at bell end, delivered at Flume 19, Dulzura Conduit 8 linear feet at Seven Dollars	(\$ 7.00) per lin. ft.	\$ 56.00
3.	48" centrifugally spun reinforced concrete pressure pipe, 50' head, 8 foot lengths, 5° deflection at each spigot end, delivered at Flume 19, Dulzura Conduit 56 linear feet at Seven Dollars	(\$ 7.00) per lin. ft.	\$ 392.00
4.	48" centrifugally spun reinforced concrete pressure pipe, 50' head, 8 foot lengths, 5° deflection at both ends of each section, delivered at Flume 19, Dulzura Conduit 16 linear feet at Seven Dollars	(\$ 7.00) per lin. ft.	\$ 112.00

5. 48" centrifugally spun reinforced concrete pressure pipe,
50' head, 4 foot lengths, delivered at Flume 19,
Dulzura Conduit
4 linear feet at Seven Dollars (\$ 7.00) per lin. ft. \$ 28.00
6. 48" centrifugally spun reinforced concrete pressure pipe,
50' head, 8 foot length, with one 8 inch standard flanged
outlet for blow off, delivered at Flume 19, Dulzura Conduit
8 linear feet at Eleven & 50/100 Dollars (\$11.50) per lin. ft. \$ 92.00

TOTAL \$2292.00

Said price includes the California State Sales Tax. 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. 72605 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 WALTER W. COOPER

City Manager

AMERICAN CONCRETE AND STEEL PIPE COMPANY, (SEAL)
By H. D. JENKINS Vice Pres.

Contractor.

ATTEST:

J. M. McADAMS,

Sec'y.

I hereby approve the form of the foregoing contract, this 7th day of November, 1940.

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 American Concrete and Steel Pipe Company for 340 feet of 48" concrete Pipe. Being Document No. 324348.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willig Deputy

OPTION TO PURCHASE.

THIS AGREEMENT, made and entered into this 23rd day of September, 1940, under and by virtue of the provisions of Section 3897d of the Political Code of the State of California, by and between THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, party of the first part, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, party of the second part, WITNESSETH:

THAT, WHEREAS, certain lands hereinafter described have been deeded for delinquent taxes and/or assessments to the State of California; and

WHEREAS, the Board of Supervisors of the County of San Diego and the Council of the City of San Diego believe that it is for the best interests, both of the State of California and of the City of San Diego that said properties be sold to The City of San Diego, to the end that said lands be devoted to the public use; and

WHEREAS, the lands so sold for delinquent taxes and/or assessments to the State of California, as aforesaid, are hereinafter particularly described;

NOW, THEREFORE, in consideration of the consents, stipulations and agreements herein contained, and the authority for this agreement granted by Section 3897d of the Political Code of the State of California, said Board of Supervisors hereby gives and grants unto said The City of San Diego an option to purchase the following described lands situated in the County of San Diego, State of California, to-wit:

The southeast quarter of Lot 43 of Horton's Purchase, according to Map No.

283 of a portion of the Ex-Mission Lands of San Diego, commonly known as Horton's

Purchase, filed March 9, 1878, in the office of the County Recorder of San Diego

County, California;

the consideration for such purchase to be the sum of Five hundred dollars (\$500.00). Said purchase shall be subject to the following provisions and conditions, to-wit:

1. That The City of San Diego shall have the right to exercise this option as to said parcel of land within three (3) years from the date hereof.

2. That said The City of San Diego shall have the right at any time within the term of this option to purchase the said lands for the sum of Five hundred dollars (\$500.00), subject to the conditions as in paragraph 1 hereinabove set forth.

3. That this option is given to The City of San Diego under the terms and conditions of Section 3897d of the Political Code of the State of California, as amended and in effect the provisions of said Section 3897d, and shall have no force or effect or otherwise.

IN WITNESS WHEREOF, the Board of Supervisors of the County of San Diego, by a resolution duly passed and adopted on the 23rd day of September, 1940, has caused this agreement to be

executed in triplicate, and The City of San Diego has caused this instrument to be executed by its City Manager, pursuant to a resolution adopted on the 17th day of September 1940, authorizing such execution, the day and year first hereinabove written.

BOARD OF SUPERVISORS OF THE COUNTY
OF SAN DIEGO, STATE OF CALIFORNIA
By T. LeRoy Richards
Chairman.

ATTEST: J.B.MC LEES,
County Clerk and ex officio
Clerk of said Board.
By L. O'KENNEDY
Deputy.

THE CITY OF SAN DIEGO
By F. A. RHODES
City Manager.

(SEAL) I hereby approve the form of the foregoing Option Agreement this 17th day of Sept., 1940.
D.L.AULT City Attorney.
By H. B. DANIEL
Assistant City Attorney.

The undersigned, Harry B. Riley, Controller of the State of California, having duly considered the above and foregoing agreement, and being duly advised in the premises, hereby approves said agreement.
Dated October 3rd, 1940.

HARRY B. RILEY,
Controller of The State of California.
By BERT FOSTER,
Deputy (SEAL)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Option to Purchase certain tax deeded lands. Being Document No. 323648.
FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willey Deputy

AGREEMENT

WHEREAS, SAFEWAY STORES, INC. are the owners of 9 to 12 inc. 129 University Heights, 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, 1940, by SAFEWAY STORES, INC. that they will, for and in consideration of the permission granted them to remove 35 feet of curbing on Florida Street 35 El Cajon 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.
SAFEWAY STORES, INC. further agree that this agreement shall be binding on their, and each of 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.
SAFEWAY STORES, INC.
By MILTON F. HELLER
715 J St. San Diego, Calif.

STATE OF CALIFORNIA, }
County of San Diego } ss.

On this 4th day of November, A.D. Nineteen Hundred and Forty, before me, Robert E. Miller a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Milton F. Heller (Safeway Stores 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.
(SEAL) ROBERT E. MILLER
Notary Public in and for the County of San Diego,
State of California.
My Commission expires April 22, 1941.
RECORDED NOV 12 1940 40 min. past 9 A.M. in Book 1095 at Page 194 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy D. Cole
C. JOHNSON
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 Safeway Stores, Inc. to City of San Diego, California. Being Document No. 324275.
FRED W. SICK
City Clerk of the City of San Diego, California
By Helen M. Willey Deputy

A G R E E M E N T

WHEREAS, SAFEWAY STORES, INC. are the owners of 43 to 48 inc. 50 City Heights 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, 1940, by SAFEWAY STORES, INC. that they will, for and in consideration of the permission granted them to remove 75 feet of curbing on University Avenue 25 42nd 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.

SAFEWAY STORES, INC. further agree that this agreement shall be binding on their, and each of 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.

SAFEWAY STORES, INC.
By Milton F. Heller
715 J St. San Diego, Calif.

STATE OF CALIFORNIA, }
County of San Diego } ss.

On this 4th day of November, A.D. Nineteen Hundred and Forty, before me, Robert E. Miller, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Milton F. Heller (Safeway Stores 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.

(SEAL) ROBERT E. MILLER
Notary Public in and for the County of San Diego,
State of California
My Commission expires April 22, 1941.
RECORDED NOV 12 1940 40 min. past 9 A.M. in Book 1095 at Page 195 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.

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 Safeway Stores Inc. to City of San Diego, California. Being Document No. 324276.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Wilkin Deputy

A G R E E M E N T

THIS AGREEMENT, made this 20th day of November, 1940, by and between THE CITY OF SAN DIEGO, acting by and through its City Manager, pursuant to Resolution No. 72749 adopted by the Council of The City of San Diego, November 19th 1940, Party of the First Part, and F.S.CURRIE, Party of the Second Part, WITNESSETH:

THAT WHEREAS, The City of San Diego is desirous of having an investigation and preliminary study made of the design, plans and specifications in connection with the construction by the City of a sewage disposal plant, together with consulting engineering services thereafter as may be requested by the City, which investigation and studies and consulting services will embrace, among other things, the following:

(a) Devote such time as consulting engineer on the design of a sewage disposal plant to be constructed by the City, together with investigation and preliminary studies of the plans and specifications in connection therewith, followed by a study of the final plans and specifications, during a period of from thirty (30) to sixty (60) days, as the City may deem necessary;

(b) Thereafter to provide consulting engineering services in connection with the construction of said plant and at other times, as may be required by the City;

NOW, THEREFORE, in consideration of the premises and of the matters and things herein-after recited, The City of San Diego does hereby employ the Party of the Second Part, and said Party of the Second Part does hereby accept said employment, at the compensation and for the purposes hereinafter set forth or referred to.

Party of the Second Part agrees to perform such professional services as may be necessary and required of him by Party of the First Part during the period of his employment hereunder, and to acquaint himself generally with the situation and problems confronting the City with regard to all matters in connection with the construction of said sewage disposal plant as the same are generally set forth in the preamble hereof, to enable the City to meet and overcome any and all engineering problems that may arise in connection therewith.

As compensation for said services to be performed by Second Party as aforesaid, First Party agrees to pay Second Party for the services set out in Paragraph (a) of the preamble hereof, the sum of Three Hundred Dollars (\$300.00) for each thirty-day period of said employment, together with costs of necessary travel and living expenses not to exceed the sum of One Hundred Eighty Dollars (\$180.00) for each thirty-day period, or proportionate expense for any portion of said thirty-day period; and as compensation for the services to be performed as set out in Paragraph (b) of said preamble, First Party will pay Second Party the sum of Fifty Dollars (\$50.00) per day, plus necessary travel and living expenses.

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. 72749, duly and regularly adopted by the City Council on the 19th day of November, 1940, 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 WALTER W. COOPER
City Manager

F.S.CURRIE
Party of the Second Part.

I hereby approve the form of the foregoing Agreement this 19th day of November, 1940.

D.L.AULT City Attorney
By JAMES J. BRECKENRIDGE
Deputy City Attorney

CERTIFICATE OF AUDITOR AND COMPTROLLER

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract for the employment of F.S.Currie, authorized by Resolution No. 72749, adopted by the Council of The City of San Diego on November 19th, 1940, 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 obligation 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 this 20th day of November, 1940.

J. S. BARBER
Auditor and Comptroller of The City
of San Diego, California
By JOHN MC QUILKEN Chief Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agree-
ment for services of F. S. Currie. Being Document No. 324684.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willey Deputy

A G R E E M E N T

WHEREAS, Tony Navarra is the owner of "A" 14 Southlook 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 1940 by A. Lyle Brooks
that they will, for and in consideration of the permission granted to remove 20 feet of curb-
ing on Ocean View Blvd. adjacent to the above described property, bind 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.

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

TONY NAVARRA
1752 Newton, San Diego, Calif.

STATE OF CALIFORNIA, }
County of San Diego } ss.

On this 4th day of November A.D. Nineteen Hundred and Forty, before me, Effie B. Powell,
a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally
appeared Tony Navarra, 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 certifi-
cate first above written.

(SEAL) My Commission expires April 29, 1941.
Notary Public in and for the County of San Diego
State of California.

RECORDED NOV 18 1940 20 min. past 9 A.M. in Book 1085 at Page 497 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.
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 Tony Navarra to the City of San Diego, California. Being Document No.
324405.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willey Deputy

A G R E E M E N T

WHEREAS, Edwin M. Rankin and Mrs. Maude M. Rankin are the owners of lot 9 & part of
lot 10, block 50, 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 7th day of November, 1940, by the undersigned
that they will, for and in consideration of the permission granted them to remove 14 feet of
curbing on Park Row 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 there-
with 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 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.

EDWIN M. RANKIN
MRS. MAUDE M. RANKIN
P.O.Box #753, La Jolla, California
(1228 Park Row, La Jolla)

STATE OF CALIFORNIA, }
County of San Diego } ss.

On this 7th day of November, A.D. Nineteen Hundred and 40, before me, Marjorie Bates
a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally
appeared Edwin M. Rankin and Mrs. Maude M. Rankin 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 writtem.

(SEAL) My commission expires March 25, 1942.
MARJORIE BATES, Notary Public
in and for the County of San Diego, State of California

RECORDED NOV 18 1940 20 min. past 9 A.M. in Book 1093 at Page 438 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy D. Cole
Jeannette L. Seltzer
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 Edwin M. Rankin et ux to the City of San Diego, California. Being Document No. 324351.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willy Deputy

A G R E E M E N T

WHEREAS, David G. Hall is the owner of Lots 48 & N 15 ft of 47 Block 257 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 9 day of November, by David G. Hall that he will, for and in consideration of the permission granted him to remove 14 feet of curbing on Alabama Street adjacent to the above described property, bind David G. Hall 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 there-with at his own expense and with no cost or obligation on the part of The City of San Diego.

David G. Hall 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.

DAVID G. HALL
3842 Alabama

STATE OF CALIFORNIA, }
County of San Diego } ss.

On this 9th day of November, A.D. Nineteen Hundred and Forty, before me, the under-signed a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared David G. Hall 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) PEARL CORDER Notary Public
in and for the County of San Diego, State of California
My commission expires March 9, 1943

RECORDED NOV 18 1940 20 min. past 9 A.M. in Book 1085 at Page 495 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy D. Cole
W. J. MC CARTHY
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 David G. Hall to the City of San Diego, California. Being Document No. 324412.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willy Deputy

A G R E E M E N T

WHEREAS, Gaetano Cresci is the owner of Lot 1 Block 61 Subdivision Middletown (A Lyle Brooks cement contractor) 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 drive-way 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, 1940, by Gaetano Cresci that he will, for and in consideration of the permission granted him to remove 13 feet of curb-ing on Juniper 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 there-with 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.

GAETANO CRESCI
Owner's Name
2251 Kettner Blvd.
Address

STATE OF CALIFORNIA, }
County of San Diego } ss

On this 19 day of Nov., A.D., Nineteen Hundred and Forty, before me, Frank Buono a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Gaetano Cresci 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 certifi-cate forst above written.

(SEAL) FRANK BUONO
Notary Public in and for the County of
San Diego, State of California.

RECORDED NOV 25 1940 30 min. past 3 P.M. in Book 1103 at Page 74 of Official Records, San Diego Co., Cal. Recorded at request of Fred W. Sick, City Clerk.

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 Gaetano Cresci to the City of San Diego, California. Being Document No. 324533.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willig Deputy

A G R E E M E N T

WHEREAS, SAFEWAY STORES, INC. ARE, The Owners of Portions of Lots 4 and Lots 3, and all of Lot 5, in Block 63 of the Resubdivision of Blocks 39 and 56 of 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 20th day of November, 1940, by SAFEWAY STORES, INC. that they will, for and in consideration of the permission granted them to remove 22' curb & 125' sidewalk on 34th Street 13' curb feet of curbing & 112' sidewalk on Adams 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.

SAFEWAY STORES, INC. further agree that this agreement shall be binding on their, and each of 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.

SAFEWAY STORES, INC.
By: Milton F. Heller
715 J Street, San Diego, Calif.

STATE OF CALIFORNIA, }
County of San Diego } ss.

On this 20th day of November, A.D. Nineteen Hundred and Forty, before me Robert E. Miller a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Milton F. Heller (Safeway Stores 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.

ROBERT E. MILLER
(SEAL) Notary Public in and for the County of San Diego, State of California.
My Commission expires April 22, 1941

RECORDED DEC 2 1940 10 min. past 9 A.M. in Book 1106 at Page 105 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 Safeway Stores, Inc. to the City of San Diego, California. Being Document No. 324597.

FRED W. SICK
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. Emily Braga is the owner of property Lot #6 Block 13 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 19th day of November, 1940, by me that I will, for and in consideration of the permission granted me to remove 8 feet of curbing on Rosecrans street adjacent to 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.

EMILY BRAGA
Owner's Name
1160 Rosecrans
Address

STATE OF CALIFORNIA, }
County of San Diego } ss

On this 19 day of Nov., A.D. Nineteen Hundred and Forty, before me, L. H. Voeltzel a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Emily Braga 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)

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

RECORDED DEC 2 1940 10 min. past 9 A.M. in Book 1100 at Page 309 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.
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 Emily Braga to the City of San Diego, California. Being Document
No. 324681.

FRED W. SICK
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. HOPKINS is the Owner of 242 3642 Midway Drive Pueblo Lands 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 drive-
way 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 ___ day of ___, by Harry H. Hopkins that he
will, for and in consideration of the permission granted him to remove 10 feet of curbing on
Midway Drive adjacent to the above described property, bind ___ to, and he hereby by these pre-
sents 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.

Harry H. Hopkins further agrees that this agreement shall be binding on Harry H. Hopkins
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.

HARRY H. HOPKINS
3642 Midway Drive

STATE OF CALIFORNIA, }
County of San Diego } ss.

On this 26th day of November, A.D. Nineteen Hundred and Forty (1940) before me, Henry
E. Lange a Notary Public in and for said County, residing therein, duly commissioned and sworn,
personally appeared Harry H. Hopkins 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 certifi-
cate first above written.

(SEAL)

My commission expires March 27, 1941

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

RECORDED NOV 30 1940 3 min. past 9 A.M. in Book 1107 at Page 123 of Official Records,
San Diego Co., Cal. Recorded at request of City of San Diego.

ROGER N. HOWE, County Recorder
R. N. Howe

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 Harry H. Hopkins to the City of San Diego, California, being Document No.
324750.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willy Deputy

KNOW ALL MEN BY THESE PRESENTS, That J. P. WITHEROW, as Principal and FIDELITY & DEPOSIT
CO. 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 corpor-
ation in the County of San Diego, State of California, in the sum of ONE THOUSAND FOUR HUNDRED
FORTY-ONE Dollars (\$1,441.00), 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 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 25th day of November, 1940,

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 construct a new
composition roof upon Shed No. 1, B Street Pier, in the City of San Diego, 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. W. MESSNER

JAMES P. WITHEROW
by J. P. Witherow
Principal.

ATTEST:
H. G. MALM
Agent

FIDELITY & DEPOSIT CO. OF MARYLAND
by DONALD C. BURNHAM Attorney-in-Fact
Surety (SEAL)

STATE OF CALIFORNIA,

County of San Diego

ss:

On this 25th day of November, 1940 before me, Marianne E. Pierce, a Notary Public, in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Donald C. Burnham, known to me to be the Attorney-in-Fact, and H. G. Malm, known to me to be the Agent of the Fidelity and Deposit Company of Maryland, the Corporation that executed the within instrument, and acknowledged to me that they subscribed the name of the Fidelity and Deposit Company of Maryland thereto and their own names as Attorney-in-Fact and Agent, respectively.

(SEAL)
My commission expires Feb. 28, 1944.

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

I hereby approve the form of the within Bond, this 26th day of November, 1940.

D. L. AULT City Attorney.

By HARRY S. CLARK

Deputy City Attorney.

I hereby approve the foregoing bond this 26th day of November, 1940.

WALTER W. COOPER

City Manager

LABOR AND MATERIALMEN'S BOND

KNOW ALL MEN BY THESE PRESENTS, That J. P. WITHEROW, as Principal, and FIDELITY & DEPOSIT CO. 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 Two Thousand Eight Hundred Eighty-one Dollars (\$2,881.00), 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, the said Principal 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 25th day of November, 1940.

WHEREAS, the said principal has entered into the annexed contract with The City of San Diego to furnish all tools, labor, transportation, minor items of material, equipment and services, and other expense of every kind and description necessary or incidental to the construction of a new composition roof upon Shed No. 1, B Street Pier, in accordance with the plans and specifications therefor on file in the office of the City Clerk of said City under Document No. 323978; 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 Two Thousand Eight Hundred Eighty-one Dollars (\$2,881.00), 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 and benefit of any and all persons, companies or corporations who perform labor on, or furnish materials, to be used in the said work.

The CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, his 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 claims 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.

IN WITNESS WHEREOF, the said principal has hereunto subscribed his name, and the said surety 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.

J. P. WITHEROW,

Principal.

FIDELITY & DEPOSIT CO. OF MARYLAND

Surety.

By DONALD C BURNHAM, Attorney-in-Fact

(SEAL)

ATTEST:

H.G.MALM,

Agent

STATE OF CALIFORNIA,

County of San Diego

ss:

On this 25th day of November, 1940, before me, Marianne E. Pierce, a Notary Public, in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Donald C. Burnham, known to me to be the Attorney-in-Fact, and H. G. Malm, known to me to be the Agent of the Fidelity and Deposit Company of Maryland, the Corporation that executed the within instrument, and acknowledged to me that they subscribed the name of the Fidelity and Deposit Company of Maryland thereto and their own names as Attorney-in-Fact and Agent, respectively.

(SEAL)
My Commission expires Feb.28, 1941

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

I hereby approve the form of the foregoing Bond this 26th day of November, 1940.

D. L. AULT, City Attorney,

By HARRY S. CLARK

Deputy City Attorney

I hereby approve the foregoing Bond this 26th day of November, 1940.

WALTER W. COOPER

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 28th day of November, 1940, 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 J. P. WITHEROW, 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 construction and completion of a new composition roof upon Shed No. 1, B Street Pier, in the City of San Diego, California, in accordance with the plans and specifications therefor on file in the office of the City Clerk of said City under Document No. 323978.

Said contractor agrees to do and perform all of said work at and for the following price, to-wit: Five Thousand Seven Hundred Sixty-one Dollars (\$5,761.00). Said price includes the California State Sales Tax.

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 within 45 days from and after the date of the execution of this contract.

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 work by said City, will pay said contractor, in warrants drawn upon the proper fund of said City the following sum, to-wit: Five Thousand Seven Hundred Sixty-one Dollars (\$5,761.00), said payment to be made as follows:

Upon completion of the work above described, and the acceptance of the same by the Port Director of The City of San Diego, 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 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 further agrees that he 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 he 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 he 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, the said contractor will repair or replace such damage, at his own cost and expense.

The work shall be conducted under the immediate supervision of the Port Director of The City of San Diego, or such other official as he may appoint, and will be inspected by inspectors appointed by said Port Director, 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 Port Director 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.

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 his 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 agrees and covenants that neither said 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 employed upon any of the work provided for in this contract, shall require or permit any such laborer, workmen or mechanic to labor more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger to life or property; and it is further provided, agreed and covenanted that said contractor shall forfeit, as a penalty to said City, ten dollars (\$10.00) for each laborer, workmen or mechanic employed in the execution of this 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 hours, in violation of the provisions of Section 196 of the Charter of The City of San Diego.

Said 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 Section 197 of the Charter of The City of San Diego; 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, for each calendar day, or portion thereof, during which such alien is permitted or required to labor in violation thereof.

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:

Trade or Occupation	Per Diem Wage
Roofers, foreman	\$ 9.00
Roofers, journeyman	8.00
Roofers, kettleman	7.00
Laborers	5.00
Apprentices, minimum	4.00

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.

For overtime, when the same is permitted by law, one and one-half 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.

The contractor shall take all necessary measures to protect the work and prevent accidents during construction. He shall provide and maintain all necessary barriers, guards, watchmen and lights.

If the contractor considers any work required of him to be outside the requirements of this contract, or considers any record or ruling of the Port Director unfair, he shall file with the Council a written protest against the same within ten (10) days thereafter, or be considered to have accepted the record and ruling.

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, 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, pursuant to Resolution No. 72679 of the City Council, and the said contractor has hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO,
By R. H. VAN DEMAN
EMIL KLIKA

Members of the Harbor Commission

J. P. WITHEROW

Contractor

I hereby approve the form of the foregoing contract, this 26 day of November, 1940.

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 J. P. Witherow for roofing B Street Pier Shed for the Harbor Department. Being Document No. 324756.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Wilbig Deputy

A G R E E M E N T

WHEREAS, SAFEWAY STORES, INC. are the Owners of Lots 1 to 6 incl. Block 27 of the Re-subdivision of Block "K" to "L" of Teralta, 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 28th day of November, 1940, by SAFEWAY STORES, INC. that they will, for and in consideration of the permission granted them to remove 88 ft. of sidewalks & 24' curb on El Cajon 33 ft. of sidewalk & 24' curb on Central 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.

SAFEWAY STORES, INC. further agree that this agreement shall be binding on their, and each of 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.

SAFEWAY STORES, INC.
By: MILTON F. HELLER
715 J Street, San Diego, Calif.

STATE OF CALIFORNIA, }
County of San Diego } ss.

On this 28th day of November, A.D. Nineteen Hundred and Forty, before me, Robert E. Miller a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Safeway Stores Inc., by Milton F. Heller 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 E. MILLER
Notary Public in and for the County of San Diego,
My Commission expires April 22, 1941. State of California.

RECORDED DEC 2 1940 10 min. past 9 A.M. in Book 1099 at Page 234 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 Safeway Stores, Inc., to City of San Diego. Being Document No. 324757.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Wilbig Deputy

A G R E E M E N T

WHEREAS, SAFEWAY STORES, INC. are the Owners of Lots 1 to 4 incl, Block 74, of Middle-town 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 28th day of November, 1940, by SAFEWAY STORES, INC. that they will, for and in consideration of the permission granted them to remove 72' of sidewalk & 40' of curb on Laurel 90' of sidewalk & 40' of curb on India 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 with no cost or obligation on the part of The City of San Diego.

SAFEWAY STORES, INC. further agree that this agreement shall be binding on their, and each of their heirs and assigns, and that any sale of the property therein mentioned and des-cribed shall be made subject to the condition and agreements herein named.

SAFEWAY STORES, INC.
By MILTON F. HELLER
715 J Street, San Diego

STATE OF CALIFORNIA, }
County of San Diego } ss

On this 28th day of November, A.D. Nineteen Hundred and Forty, before me, Robert E. Miller, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Safeway Stores Inc. by Milton F. Heller known to me to be the person des-cribed 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 certifi-cate first above written.

(SEAL)
My Commission expires April 22, 1941

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

RECORDED DEC 2 1940 10 min. past 9 A.M. in Book 1097 at Page 335 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. A. SCHMUCKER

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 Safeway Stores, Inc. to City of San Diego. Being Document No. 324758.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willey Deputy

A G R E E M E N T Lots Block

WHEREAS, SAFEWAY STORES, INC. Are the Owners of 25 to 28 inc./61 Ocean Beach 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 28th day of November, 1940, by SAFEWAY STORES, INC. that they will, for and in consideration of the permission granted them to remove 75' of sidewalk and 37' of curb on Newport 30' of curb on Cable adjacent to the above described pro-erty, bind themselves to, and do hereby by these presents agree to, remove any driveway con-structed 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.

SAFEWAY STORES, INC. further agree that this agreement shall be binding on their, and each of their heirs and assigns, and that any sale of the property therein mentioned and des-cribed shall be made subject to the condition and agreements herein named.

SAFEWAY STORES INC. By Milton F. Heller
715 J Street, San Diego

STATE OF CALIFORNIA, }
County of San Diego } ss

On this 28th day of November, A.D. Nineteen Hundred and Forty, before me, Robert E. Miller a Notary Public in and for said County residing therein, duly commissioned and sworn, personally appeared Safeway Stores Inc., by Milton F. Heller known to me to be the person des-cribed 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 certifi-cate first above written.

(SEAL)
My commission expires April 22, 1941.

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

RECORDED DEC 2 1940 10 min. past 9 A.M. in Book 1098 at Page 290 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 Safeway Stores, Inc. to the City of San Diego, California. Being Document

No. 324759.

FRED W. SICK
City Clerk of the City of San Diego, California
By Helen M. Willis Deputy

AGREEMENT Lots Block
WHEREAS, SAFEWAY STORES, INC. are the owners of 19 to 24 incl. 17 Lincoln Park 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 28th day of November, 1940, by SAFEWAY STORES, INC. that they will, for and in consideration of the permission granted them to remove 39' of curb & 81' of sidewalk on Imperial 23' of curb & 127' of sidewalk on 25th 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.
SAFEWAY STORES, INC. further agree that this agreement shall be binding on their and each of 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.

SAFEWAY STORES, INC. By MILTON F. HELLER
715 J Street, San Diego

STATE OF CALIFORNIA, }
County of San Diego } ss.

On this 28th day of November, A.D. Nineteen Hundred and Forty, before me, Robert E. Miller a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Safeway Stores Inc., by Milton F. Heller 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) Notary Public in and for the County of San Diego,
My Commission expires April 22, 1941. State of California
RECORDED DEC 2 1940 10 min. past 9 A.M. in Book 1102 at Page 161 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 that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from Safeway Stores, Inc. to City of San Diego. Being Document No. 324760.

FRED W. SICK
City Clerk of the City of San Diego, California
By Helen M. Willis Deputy

WHEREAS, Robert T. McKenzie is the owner of 4644 Esther Street Lot 18 Block 4 Subdivision El Cerrito 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 November, 1940, by Robert T. McKenzie that he will, for and in consideration of the permission granted him to remove 16 feet of curbing on Esther street 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 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.

ROBERT T. MACKENZIE Owner's Name
T. J. MACKENZIE atty in fact
Address 1018 W Washington

STATE OF CALIFORNIA, }
County of San Diego } ss

On this 28th day of November, A.D. Nineteen Hundred and Forty, before me, Henry E. Lange a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Robert T. McKenzie 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) Notary Public in and for the County of San Diego,
My Commission expires March 27, 1941. State of California.

RECORDED DEC 12 1940 35 min. past 2 P.M. in Book 1107 at Page 271 of Official Records,
San Diego Co., Cal. Recorded at request of City Clk.

ROGER N. HOWE, County Recorder
By R. N. Howe

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 Robert T. Mackenzie to the City of San Diego. Being Document No. 324839.

FRED W. SICK

City Clerk of the City of San Diego, California

By

Helen M. Willig

Deputy

THIS AGREEMENT, made and entered into this 3rd day of December, 1940, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting by and through its City Manager, hereinafter sometimes called the City, party of the first part, and BUILDING COMMITTEE, VETERANS OF FOREIGN WARS OF THE U. S., DEPARTMENT OF CALIFORNIA, hereinafter sometimes referred to as the Committee, party of the second part, WITNESSETH:

THAT WHEREAS, the local Post of the said Veterans of Foreign Wars has been and now is occupying that certain building in Balboa Park, known as the O'Rourke Building, for a meeting place and headquarters; and

WHEREAS, the Zoological Society of San Diego desires to use and occupy said building in the extension of its zoological work, and has donated to said Committee the sum of \$1333.33 toward the expense of renovating and repairing the building known as the Medical Science Building, also located in Balboa Park, to which building the said Committee has agreed to move its headquarters and meeting place for the local Post as soon as the same can be made ready for occupancy, but in any event not later than February 1, 1941; and

WHEREAS, the City is agreeable to such exchange of occupancies, and is willing to aid said Building Committee in repairing and renovating said Medical Science Building to the extent hereinafter recited;

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

(1) The Committee, immediately upon the execution of this agreement, will undertake and carry continuously to completion, the renovation and repair of that certain building owned by the City, known as the Medical Science Building, located in Balboa Park, to the full extent and strictly in compliance with those certain plans and specifications for said work on file in the office of the City Clerk of The City of San Diego, bearing Document No. 324767, which said plans and specifications are by reference hereby made a part of this agreement; save and except that the Committee shall not be required to furnish or lay the flooring in the west wing and in the east portion of said building, as called for by said specifications. Such work as is required to be performed by the Committee hereunder shall be performed under the supervision and to the satisfaction of the Park Director of the City, and any contract let by the Committee for any portion of said work shall so provide.

(2) As soon as the Committee has satisfactorily completed said renovation and repair work the City will promptly and at the City's expense furnish the material and cause to be laid in the west wing of said building a floor consisting of No. 2 maple flooring, laid, sanded and finished suitable for a dance floor, and will also furnish the material and cause to be laid in the east portion of the building flooring consisting of one-eighth inch asphalt tile laid over the entire area, excepting that portion occupied by the kitchen. The portion occupied by the kitchen shall have battleship linoleum thereon.

(3) Immediately upon the completion of the repair and renovation of said building, as herein and by said plans and specifications contemplated, and in any event not later than February 1, 1941, the Committee will vacate and cause the local Post of the Veterans of Foreign Wars of the U. S. to vacate said O'Rourke Building, and thereafter said O'Rourke Building, or any portion thereof, shall not be used or occupied by the Committee or said local Post, for any purpose whatsoever.

(4) As soon as said Medical Science Building has been renovated and repaired, as in this agreement provided, the City will issue to the local Post of the Veterans of Foreign Wars of the U.S. a use and occupancy permit similar in terms to that heretofore issued to other organizations of veterans, for the use and occupancy of said Medical Science Building, as headquarters and a meeting place.

Wherever in this agreement the phrase "local Post" is used, it shall be construed to mean all of the local Posts of the Veterans of Foreign Wars and their affiliated organizations.

IN WITNESS WHEREOF, The City of San Diego has caused this agreement to be executed by its City Manager, thereunto duly authorized by Resolution No. 72854, and the Building Committee has executed this agreement, acting by and through its Chairman and Treasurer, thereunto duly authorized by resolution, the day and year first hereinabove written.

THE CITY OF SAN DIEGO

By WALTER W. COOPER City Manager.

BUILDING COMMITTEE, VETERANS OF FOREIGN WARS OF THE U.S., DEPARTMENT OF CALIFORNIA.

By VAL N. BRANDON Chairman

By THOMAS C. RYAN Treasurer

I hereby approve the form of the foregoing Agreement, this 2d day of December, 1940.

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 Building Committee of Veterans of Foreign Wars for rehabilitation of the Medical Science Building. Being Document No. 324863.

FRED W. SICK

City Clerk of the City of San Diego, California

By

Helen M. Willig

Deputy

KNOW ALL MEN BY THESE PRESENTS, That WESTERN PIPE & STEEL COMPANY OF CALIFORNIA, 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 NINE HUNDRED SEVENTY-TWO Dollars (\$972.00), 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 December, 1940.

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: Pipe manifolds to replace flumes in University Heights filter plant 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: L. J. MULLICK Asst. Secretary
WESTERN PIPE & STEEL COMPANY OF CALIFORNIA,
L. N. SLATER, Principal
Vice-President (SEAL)

ATTEST: FIDELITY AND DEPOSIT COMPANY OF MARYLAND
By W. M. WALKER Surety.
By S. M. SMITH Attorney-in-Fact
Agent

STATE OF CALIFORNIA, }
County of Los Angeles } ss:

On this 2nd day of December, 1940, before me, Theresa Fitzgibbons, a Notary Public, in and for the said County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared W. M. Walker, known to me to be the Attorney-in-Fact, and S. M. Smith, known to me to be the Agent of the Fidelity and Deposit Company of Maryland, the Corporation that executed the within instrument, and acknowledged to me that they subscribed the name of the Fidelity and Deposit Company of Maryland thereto and their own names as Attorney-in-Fact and Agent, Respectively.

(SEAL) THERESA FITZGIBBONS
Notary Public in and for the County of Los Angeles,
State of California

I hereby approve the form of the within Bond, this 3rd day of December, 1940.
D. L. AULT
City Attorney

By HARRY S. CLARK Deputy City Attorney
I hereby approve the foregoing bond this 3rd day of December, 1940.
WALTER W. COOPER
City Manager

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 3rd day of December, 1940, 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 PIPE & STEEL COMPANY OF CALIFORNIA, 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: Pipe manifolds to replace flumes in University Heights Filter Plant, of A.S.T.M.-A7 steel plate, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 324160.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit: Three Thousand Eight Hundred Eighty-five Dollars (\$3,885.00). 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 2nd day of January, 1941.

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 Eight Hundred Eighty-five Dollars (\$3,885.00), 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. 72782 of the Council authorizing such execution, and the contractor has 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.

(SEAL) ATTEST: L. J. MULLICK Asst. Secretary
THE CITY OF SAN DIEGO.
By WALTER W. COOPER City Manager.
WESTERN PIPE & STEEL COMPANY OF CALIFORNIA
L. N. SLATER, Vice-President
Contractor

I hereby approve the form of the foregoing contract, this 3rd day of December, 1940.
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 Western Pipe & Steel Co. for pipe manifolds. Being Document No. 324868.
FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Wilby Deputy

KNOW ALL MEN BY THESE PRESENTS, That CAMPBELL CHEVROLET COMPANY, a co-partnership, 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 ONE HUNDRED FIFTY-NINE Dollars (\$159.00), 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 3d day of December, 1940.

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 - 1/2-ton new 1941 Chevrolet pickup truck 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.

CAMPBELL CHEVROLET COMPANY, a co-partnership,
Principal.

ATTEST:
I. C. ORR

GREAT AMERICAN INDEMNITY COMPANY
By L. DOSTER
By R. L. PAINE (SEAL)
Attorneys-in-fact

ATTEST:

STATE OF CALIFORNIA)
County of San Diego } ss

On this 3d day of December in the year one thousand nine hundred and forty, before me I. C. Orr a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared L. Doster and R. L. Paine 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) I. C. ORR
Notary Public in and for the County of San Diego
My Commission will expire Nov. 3, 1941 State of California.

I hereby approve the form of the within Bond, this 3d day of December, 1940.
D. L. Ault

City Attorney
By H. B. DANIEL
Asst. City Attorney

I hereby approve the foregoing bond this third day of December, 1940.
WALTER W. COOPER

City Manager

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 3rd day of December, 1940, 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 CAMPBELL CHEVROLET COMPANY, a co-partnership, 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 1 - 1/2-ton new 1941 Chevrolet pickup truck, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 324046.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit: Six Hundred Thirty-four and 95/100 Dollars (\$634.95). Said price includes the California State Sales Tax.

Said contractor agrees to complete said delivery on or before the 16th day of December, 1940.

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 Hundred Thirty-four and 95/100 Dollars (\$634.95), 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. 72720 of the Council authorizing such execution, and the contractor has caused this instrument to be executed by one of its duly authorized partners the day and year in this agreement first above written.

THE CITY OF SAN DIEGO
By WALTER W. COOPER
City Manager
CAMPBELL CHEVROLET COMPANY,
a co-partnership,
By K. W. STOTT
Contractor.

ATTEST:
I. C. ORR

I hereby approve the form of the foregoing contract, this 3d day of December, 1940.
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 Campbell Chevrolet Company for one 1/2-ton pickup truck. Being Document No. 324869.
FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Wilha Deputy

UNDERTAKING FOR STREET LIGHTING.

Pacific Highway Lighting District No. 1

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO 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 SIX HUNDRED FIFTY-FOUR DOLLARS (\$654.00), 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 November, 1940.

WHEREAS, the above bounden SAN DIEGO 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 the southerly line of Harasthy 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 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.

Total amount of premium charged, \$6.54.

(SEAL)
J. A. CANNON
Secretary

SAN DIEGO GAS & ELECTRIC COMPANY
By A. E. HOLLOWAY Vice Pres.
Principal.

ATTEST:
E. L. TOLSON
Resident Assistant Secretary

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

STATE OF CALIFORNIA,)
County of San Diego.) ss.

On this 29th day of November, in the year nineteen hundred forty, 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 4 day of Dec. 1940.
D. L. AULT City Attorney.
By MOREY S. LEVENSON
Deputy City Attorney

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 72730 passed and adopted on the 19th day of November, 1940, require and fix the sum of \$654.00 as the penal sum of the foregoing Undertaking.

(SEAL)
FRED W. SICK
City Clerk of The City of San Diego.

CONTRACT FOR STREET LIGHTING.

Pacific Highway Lighting District No. 1

THIS AGREEMENT, made and entered into this 10th day of December, 1940, by and between SAN DIEGO 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 the southerly line of Harasthy Street.

Suth furnishing of electric current shall be for a period of one year from and including November 5, 1940, to-wit, to and including November 4, 1941.

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 26, 1940, 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 Six Hundred Fifteen and 76/100 Dollars (\$2,615.76) 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 Two Thousand Six Hundred Fifteen and 76/100 Dollars (\$2,615.76) 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 Two Thousand Six Hundred Fifteen and 76/100 Dollars (\$2,615.76).

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 GAS & ELECTRIC COMPANY
By A. E. HOLLOWAY Vice Pres.

THE CITY OF SAN DIEGO.
By P. J. BENBOUGH
FRED W. SIMPSON
L. F. WEGGENMAN
ADDISON E. HOUSH
HERBERT E. FISH
HARLEY E. KNOX
A. E. FLOWERS
Members of the Council.

(SEAL)

ATTEST: FRED W. SICK
City Clerk
By AUGUST M. WADSTROM, Deputy

I hereby approve the form of the foregoing Contract, this 4 day of December, 1940.

D. L. AULT City Attorney
By MOREY S. LEVENSON
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. 324899.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willey Deputy

UNDERTAKING FOR STREET LIGHTING.

Logan Avenue Lighting District No. 1

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO 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 29th day of November, 1940.

WHEREAS, the above bounden SAN DIEGO 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; 26TH STREET, between the westerly prolongation of the southerly line of Marcy Avenue and the northerly line of National 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 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.

Total amount of premium charged, \$5.00.

(SEAL)

ATTEST: J. A. CANNON
Secretary

SAN DIEGO 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-President
Surety.

STATE OF CALIFORNIA, } ss.

County of San Diego. }

On this 29th day of November, in the year nineteen hundred forty, 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 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 4 day of December, 1940.

D. L. AULT City Attorney
By MOREY S. LEVENSON

Deputy City Attorney.

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 72731 passed and adopted on the 19th day of November, 1940, require and fix the sum of \$97.00 as the penal sum of the foregoing Undertaking.

(SEAL)

FRED W. SICK
City Clerk of The City of San Diego.

CONTRACT FOR STREET LIGHTING.
Logan Avenue Lighting District No. 1

THIS AGREEMENT, made and entered into this 10th day of December, 1940, by and between SAN DIEGO 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, 1940, to-wit, to and including November 15, 1941.

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 September 7, 1940 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. CANNON
Secretary

SAN DIEGO GAS & ELECTRIC COMPANY
By A. E. HOLLOWAY Vice Pres.

THE CITY OF SAN DIEGO.
By P. J. BENBOUGH
FRED W. SIMPSON
L. F. WEGGENMAN
ADDISON E. HOUSH
HERBERT E. FISH
HARLEY E. KNOX
A. E. FLOWERS
Members of the Council

(SEAL)

ATTEST: FRED W. SICK City Clerk
By AUGUST M. WADSTROM

I hereby approve the form of the foregoing Contract, this 4 day of December, 1940.

D. L. AULT City Attorney
By MOREY S. LEVENSON
Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract for Logan Avenue Lighting District No. 1. Being Document No. 324903.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patton Deputy

KNOW ALL MEN BY THESE PRESENTS, That ANDY WOODS, 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 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 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 6th day of December, 1940.

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 - Model CC-303 GMC stake trucks, 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.

ANDY WOODS

Principal

ATTEST: _____

THE AETNA CASUALTY AND SURETY COMPANY
Surety (SEAL)

ATTEST: D. E. WHITNEY
Resident Assistant Secretary

By R. S. POSSINGER
Resident Vice-President

STATE OF CALIFORNIA,

County of Los Angeles

} ss.

On this 6th day of December, in the year nineteen hundred forty, before me, C.A. Akin, a Notary Public in and for the said County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared R. S. Possinger, known to me to be the Resident Vice-President and D. E. Whitney, 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)

My Commission expires
February 21, 1943

C. A. AKIN
Notary Public in and for said Los Angeles County
State of California

I hereby approve the form of the within Bond, this 10th day of December, 1940.

D. L. AULT

City Attorney

I hereby approve the foregoing bond this 10th day of December, 1940.

WALTER W. COOPER

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 10 day of December, 1940, 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 ANDY WOODS, 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 2 - Model CC-303 GMC stake trucks, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 324046.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit: 2 - Model CC-303 GMC stake trucks @ \$940.39 each, \$1880.78 Said price includes the California State Sales Tax.

Said contractor agrees to complete said delivery on or before the 26th day of December, 1940.

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 Eight Hundred Eighty and 78/100 Dollars (\$1880.78), 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 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. 72719 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 WALTER W. COOPER

City Manager.

ANDY WOODS

Contractor

I hereby approve the form of the foregoing contract, this 10th day of December, 1940.

D. L. AULT

City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Andy Woods for two trucks. Being Document No. 325024.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

L E A S E

THIS AGREEMENT, made and entered into this 29th day of November, 1940, 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. BRAWNER, 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:

That portion of the Rancho San Bernardo, in the County of San Diego, State of California, described as follows:

Beginning at a stake marked "S.B.1" on the map or plat of the Survey of said Rancho made by Hays, and running thence North 77-1/3° west along the northern 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 Eastern boundary of said Rancho; thence North 15-1/2° East along said Rancho line 5799.1 feet to the place of beginning; excepting from the above described property 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 June 28, 1911, in Book 528, page 58 of Deeds, and described as follows:

Beginning at a point on the east line of the Rancho San Bernardo 5799.1 feet in a southerly direction from corner "S.B.1" on the map or plat of the Survey made by Hays of Rancho San Bernardo; thence running in a westerly direction as deeded to Fred H. Roberts by David T. Oaks, a distance of 600 feet; thence in a northeasterly direction 3230 feet to an intersection with the east line of the Rancho San Bernardo; thence in a southerly direction along the east line of said Rancho to point of beginning; ALSO, EXCEPTING from the above described property all that portion thereof lying above an elevation of 395 feet above sea level according to the United States Geological Survey datum; subject to all liens and encumbrances whatsoever;

For a term of five (5) years, beginning on the 1st day of July, 1941, and ending on the 30th day of June, 1946, at the following rentals: Six Hundred Ten Dollars (\$610.00) 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 agricultural and/or stock grazing purposes only, and for no other purpose or purposes; EXCEPTING that no commercial hog raising will be permitted.

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 purpose, where mains and connections are installed, and then only according to the terms of Ordinance No. 1482 (New Series).

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 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. 72810 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 WALTER W. COOPER
City Manager.
L. W. BRAUNER Lessee.

I hereby approve the form of the foregoing Lease this 11th day of December, 1940.
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 L. W. Brauner. Being Document No. 325083.

FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Patton Deputy

UNDERTAKING FOR STREET LIGHTING.

Adams Avenue Lighting District No. 1

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO 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 11th day of December, 1940.

WHEREAS, the above bounden SAN DIEGO 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 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.

Total amount of premium charged, \$5.00.

(SEAL)
ATTEST: J. A. CANNON
Secretary

SAN DIEGO 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-President
Surety

STATE OF CALIFORNIA, }
County of San Diego. } ss.

On this 11th day of December, in the year nineteen hundred forty, 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 13 day of December, 1940.
D. L. AULT City Attorney
By MOREY S. LEVENSON
Deputy City Attorney.

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 72830 passed and adopted on the 3rd day of December, 1940, require and fix the sum of \$225.00 as the penal sum of the foregoing Undertaking.

(SEAL)
FRED W. SICK
City Clerk of The City of San Diego.

CONTRACT FOR STREET LIGHTING.

Adams Avenue Lighting District No. 1

THIS AGREEMENT, made and entered into this 17th day of December, 1940, by and between SAN DIEGO 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 herein-after 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, 1940, to-wit, to and including August 27, 1941.

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 September 20, 1940, 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 GAS & ELECTRIC COMPANY
By A. E. HOLLOWAY Vice Pres.

THE CITY OF SAN DIEGO.
By P. J. BENBOUGH
FRED W. SIMPSON
L. F. WEGGENMAN
ADDISON E. HOUSH
HERBERT E. FISH
HARLEY E. KNOX
A. E. FLOWERS
Members of the Council

(SEAL)
ATTEST: FRED W. SICK City Clerk
By AUGUST M. WADSTROM,
Deputy

I hereby approve the form of the foregoing Contract, this 13 day of December, 1940.

D. L. AULT City Attorney
By MOREY S. LEVENSON
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 No. 1. Being Document No. 325105.

FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Patton Deputy

A G R E E M E N T

WHEREAS, RICHFIELD OIL CORPORATION is the Lessee of L and K 21 Horton's Addition 9th & "B" Streets, 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 14th day of November, 1940, by Richfield Oil Corporation that it will, for and in consideration of the permission granted it to remove 7 feet of curbing on 9th Street, and 40 feet of curbing on "B" 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.

Richfield Oil Corporation further agrees that this agreement shall be binding on its successors and assigns.

RICHFIELD OIL CORPORATION
By G. C. NOBLE Assistant General Sales
Manager (SEAL)
555 South Flower Street
Los Angeles, California

STATE OF CALIFORNIA, }
County of Los Angeles } ss.

On this 9th day of December 1940, before me, Chas. A. Root, a Notary Public in and for the said County and State, personally appeared G. C. Noble, known to me to be the person who executed the within instrument and known to me to be the Assistant General Sales Manager and authorized to execute said instrument for and on behalf of the Richfield Oil Corporation and acknowledged to me that such Corporation executed 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)
CHAS. A. ROOT
My Commission expires March 29, 1944. Notary Public in and for the County of Los Angeles,
State of California.

RECORDED DEC 12 1940 37 min. past 2 P.M. in Book 1107 at Page 271 of Official Records, San Diego Co., Cal. Recorded at request of City Clerk.

ROGER N. HOWE, County Recorder
R. N. Howe

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 Richfield Oil Corporation to the City of San Diego, California. Being Document No. 325057.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

UNDERTAKING FOR STREET LIGHTING.

El Cajon Boulevard Lighting District No. 1

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO 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 11th day of December, 1940.

WHEREAS, the above bounden SAN DIEGO 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 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 GAS & ELECTRIC COMPANY

By A. E. HOLLOWAY Vice Pres.

Principal

(SEAL)

ATTEST: J. A. CANNON

Secretary

Total amount of premium charged, \$5.93

THE AETNA CASUALTY AND SURETY COMPANY

By PAUL WOLCOTT Resident Vice-President
Surety.

(SEAL)

ATTEST: E. L. TOLSON

Resident Assistant Secretary

STATE OF CALIFORNIA,

County of San Diego.

} ss.

On this 11th day of December, in the year nineteen hundred forty, 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 13 day of December, 1940.

D. L. AULT City Attorney

By MOREY S. LEVENSON

Deputy City Attorney

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 72835 passed and adopted on the 3rd day of December, 1940, require and fix the sum of \$593.00 as the penal sum of the foregoing Undertaking.

(SEAL)

FRED W. SICK
City Clerk of The City of San Diego.

CONTRACT FOR STREET LIGHTING.

El Cajon Boulevard Lighting District No. 1

THIS AGREEMENT, made and entered into this 17th day of December, 1940, by and between SAN DIEGO 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, 1940, to-wit: to and including November 30, 1941.

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 Boulevard Lighting District No. 1", filed September 16, 1940, 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 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.

(SEAL)
ATTEST: J. A. CANNON
Secretary

SAN DIEGO GAS & ELECTRIC COMPANY
By A. E. HOLLOWAY Vice Pres.

THE CITY OF SAN DIEGO
By P. J. BENBOUGH
FRED W. SIMPSON
L. F. WEGGENMAN
ADDISON E. HOUSH
HERBERT E. FISH
HARLEY E. KNOX
A. E. FLOWERS
Members of the Council.

(SEAL)
ATTEST: FRED W. SICK City Clerk
By AUGUST M. WADSTROM,
Deputy

I hereby approve the form of the foregoing Contract, this 13 day of December, 1940.

D. L. AULT City Attorney
By MOREY S. LEVENSON
Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract covering El Cajon Boulevard Lighting District No. 1. Being Document No. 325106.

FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Patton Deputy

L E A S E

THIS AGREEMENT, made and entered into this 20th day of December, 1940, 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 SOUTHERN CALIFORNIA TELEPHONE COMPANY, a corporation, hereinafter designated as the Lessee, WITNESSETH:

That pursuant to and under the authority of the provisions of Ordinance No. 1928 (New Series), of the ordinances of The City of San Diego, adopted by the Council of said City on the 3rd day of September, 1940, the said 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:

That portion of Pueblo Lot 1266 of the Pueblo Lands of San Diego, according to the map thereof made by James Pascoe in the year 1870 and filed for record as Miscellaneous Map No. 36 in the Office of the County Recorder of San Diego County, California, bounded and described as follows:

Beginning at the northeasterly corner of said Pueblo Lot 1266; thence S 74° 12' 00" W along the northerly line of said Pueblo Lot to the northwesterly corner thereof; thence S 14° 26' 00" E along the westerly line of said Pueblo Lot 1266 to an intersection with a line which is parallel to and distant 10.00 feet southerly at right angles to the northerly line of said Pueblo Lot 1266; thence easterly along said parallel line to the easterly line of said Pueblo Lot 1266; thence northerly along the easterly line of said Pueblo Lot 1266 to the point or place of beginning, for a term of fifteen (15) years from the date hereof, at a rental of One Dollar (\$1.00) per year, payable annually in advance.

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

(1) That the above described premises are leased to said Lessee as and for a right of way for the construction, operation and maintenance of poles and an overhead telephone line with anchors and all other uses and facilities in connection therewith and incident thereto, and for no other purpose.

(2) 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.

(3) 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.

(4) 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.

(5) 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.

(6) 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, except as hereinafter provided.

(7) Lessee shall bear the entire expense arising by reason of the construction by it of any improvements on the said premises, and the said Lessee shall have the privilege, upon the termination of this lease, of removing from said demised premises, at its own expense, all improvements which have been placed thereon by it.

(8) The Lessee shall not fence or otherwise obstruct the said right of way herein leased to it; and it is further understood and agreed that if the City should, during the period of this lease, care to make use of said premises for road purposes, said Lessee will remove its poles, anchors, guy-wires and other parts of said telephone line to such a position as will not interfere with the use of said premises for road purposes.

(9) The Lessee shall at any time when necessary have access to said right of way and any construction placed thereon, for the purpose of repairing, constructing, replacing, inspecting and maintaining the same; provided, always, that said Lessee shall be responsible for any damage which may result to the City by reason of any negligent act or omission on the part of the employees of said Lessee arising out of such work of repairing, constructing, replacing, inspecting and maintaining said telephone line.

(10) 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.

(11) 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.

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

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. 1928 (New Series) of the ordinances of The City of San Diego, 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,

Lessor,

By WALTER W. COOPER City Manager

SOUTHERN CALIFORNIA TELEPHONE COMPANY,

Lessee.

By F. N. RUSH Vice Pres. & Gen. Mgr.

(SEAL)

ATTEST: J. R. KNAPP

Assistant Secretary

Approved as to form LAWLER, FELIX & HALL, Attorneys

By JOHN W. HOLMES

I HEREBY APPROVE the form of the foregoing Lease this 20th day of December, 1940.

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 Southern California Telephone Company for pole line right of way. Being Document No. 325270.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patterson Deputy

NOTICE OF COMPLETION AND ACCEPTANCE OF THE WORK PERFORMED AND MATERIALS FURNISHED BY WALTER H. BARBER, UNDER HIS CONTRACT FOR THE EXCAVATION FOR AND INSTALLATION OF APPROXIMATELY 330 FEET OF 48" CONCRETE PIPE IN CONNECTION WITH THE CONSTRUCTION OF FLUME 19, DULZURA CONDUIT, DULZURA, CALIFORNIA, WHICH SAID CONTRACT IS DATED NOVEMBER 6, 1940, AND IS ON FILE IN THE OFFICE OF THE CITY CLERK OF THE CITY OF SAN DIEGO AS DOCUMENT NO. 324235.

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN by The City of San Diego that the work performed by Walter H. Barber, under his contract for the furnishing of all tools, labor, transportation, minor items of material, equipment and services, and other expense of every kind and description necessary or incidental to the construction of Flume 19, Dulzura Conduit, Dulzura, California, and involving the excavation for and installation of approximately 330 feet of 48" concrete pipe furnished by The City of San Diego, and which said contract is dated November 6, 1940, and is on file in the office of the City Clerk of said City as Document No. 324235, was completed to the satisfaction of the Hydraulic Engineer of The City of San Diego in charge of and having supervision of said work on December 13, 1940.

YOU ARE FURTHER NOTIFIED, that the Council of The City of San Diego on December 17, 1940, by resolution duly and regularly passed and adopted, officially accepted said work performed by said Walter H. Barber. Certified copy of the 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 17th day of December, 1940.

(SEAL)

THE CITY OF SAN DIEGO

By FRED W. SICK

City Clerk.

RECORDED DEC 18 1940 45 min. past 2 P.M. in Book 1112 at Page 138 of Official Records, San Diego Co., Cal. Recorded at request of Fred W. Sick.

ROGER N. HOWE, County Recorder
By Deputy H. I. Erb.

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

C. JOHNSON

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

(except Resolution No. 72955 attached

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Notice of Completion of Flume #19, Dulzura Conduit, by Walter H. Barber. Being Document No. 325198.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Farrow Deputy

PREFERENTIAL USE AND OCCUPANCY PERMIT

THIS AGREEMENT, made this 16th day of November, 1940, 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 SAN DIEGO UNIFIED SCHOOL DISTRICT, of San Diego County, California, acting by and through the President of the San Diego Board of Education, and R. C. Dailard, its Business Manager, hereinafter sometimes designated as the School District, party of the second part, WITNESSETH:

WHEREAS, the Federal Government in connection with the National Defense Program has appropriated funds for the establishment of vocational training facilities throughout the country; and

WHEREAS, The City of San Diego is greatly in need of such additional facilities, and said School District intends largely to expand its present vocational training program, using Federal funds therefor, and is desirous of securing and maintaining the same in the building formerly known as the Ford Building, located in Balboa Park, in said City; and

WHEREAS, the maintenance and operation of said vocational training classes and facilities will be of great value to the people of the City in that it will result in providing trained workers for the local aircraft and other industries essential to the furtherance of the National Defense Program; and

WHEREAS, said Ford Building is not now being used, and the use of the 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 known as the Ford Building, located in Balboa Park, in said City, for the purposes only of conducting and providing working space for vocational training instruction along lines required by the local aircraft and other industries essential to the National Defense Program.

In consideration of the granting of this permit the School District 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 official, employee and student in any wise connected with said vocational training project located in said Ford Building shall be parked only and exclusively in such areas as shall be specifically designated by the Park Director.

(2) That the School District will furnish or cause to be furnished an officer to regulate the parking of said cars.

(3) That the School District agrees to see to it that during the rest periods and lunch hours for persons working in said Ford Building, such persons shall not be permitted to lounge or eat their lunches upon the lawns in front of said building, but 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 School District shall have the right to install partitions, fixtures, machinery, equipment and other improvements which it may deem necessary to use in connection with the occupancy of said building from time to time as the School District's program of vocational training 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 School District, 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 School District in said building shall be restored by the School District 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 School District shall provide, or cause to be provided, its own janitor service in connection with the occupancy of said building, and shall 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 further understood and agreed that in lieu of the payment of rent for the occupancy of said building the School District 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 said School District hereunder.

(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 buildings or parts of buildings as are authorized to be allocated for partial use and occupancy under said ordinance.

(9) It is further understood and agreed that the City shall not be obligated or required to make any alterations in or repairs or improvements to said building; and that the School District shall pay for all water, gas and electricity required by and furnished to it during its occupancy of said building hereunder.

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 San Diego Unified School District, acting by and through the President of the San Diego Board of Education and its Business Manager, thereunto duly authorized, the day and year first hereinabove written.

THE CITY OF SAN DIEGO Party of the First Part.

By W. ALLEN PERRY
Park Director

SAN DIEGO UNIFIED SCHOOL DISTRICT
Party of the Second Part.

By JACOB WEINBERGER, President, San Diego
Board of Education.
R. C. DAILARD Business Manager.

I hereby approve the form of the foregoing Preferential Use and Occupancy Permit this 28th day of October, 1940.

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

Approved as to form: Nov. 16, 1940
JAMES B. ABBEY, District Attorney
By BERTRAM McLEES, Jr.,
Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Preferential Use and Occupancy Permit with the San Diego Unified School District. Being Document No. 325255.

FRED W. SICK
City Clerk of the City of San Diego, California
By Francis T. Patten Deputy

NOTICE OF COMPLETION AND ACCEPTANCE OF THE WORK PERFORMED AND MATERIALS FURNISHED BY H. H. PETERSON UNDER HIS CONTRACT FOR THE CONSTRUCTION OF THE UPAS STREET PIPE LINE EXTENSION, WHICH SAID CONTRACT IS DATED AUGUST 26, 1940, AND IS ON FILE IN THE OFFICE OF THE CITY CLERK OF THE CITY OF SAN DIEGO AS DOCUMENT NO. 322627.

TO WHOM IT MAY CONCERN:
NOTICE IS HEREBY GIVEN By the City of San Diego that the work performed by H. H. Peterson under his contract for the construction of the Upas Street Pipe Line Extension, which said contract is dated August 26, 1940, and is on file in the office of the City Clerk of The City of San Diego as Document 322627, was completed to the satisfaction of the Hydraulic Engineer of The City of San Diego on December 21, 1940.

Certified copy of the resolution of the Council of The City of San Diego accepting said work is attached hereto and made a part of this notice the same as though fully set forth herein.

Dated at San Diego, California, this 24th day of December, 1940.
THE CITY OF SAN DIEGO By FRED W. SICK
City Clerk

(SEAL)
RECORDED DEC 26 1940 25 min. past 4 P.M. in Book 1115 at Page 118 of Official Records, San Diego Co., Cal. Recorded at request of City Clerk.

ROGER N. HOWE, County Recorder
By Deputy Glen L. Straw
C. A. SCHMUCKER
Copyist County Recorder's Office, S.D. County, Calif.
except Resolution No. 73007 attached

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Notice of completion and acceptance of work under contract with H. H. Peterson. Being Document No. 325352.

FRED W. SICK
City Clerk of the City of San Diego, California
By Francis T. Patten Deputy

KNOW ALL MEN BY THESE PRESENTS, That FRED V. BROWN, an individual doing business as the BROWN MOTOR 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 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 NINE HUNDRED SEVENTY-NINE Dollars (\$1,979.00), 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 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 27th day of December, 1940.

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: 8 Ford Deluxe Fordor sedans and 2 Ford Deluxe Coupes 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: _____
FRED V. BROWN
an individual doing business as
BROWN MOTOR COMPANY,
Principal.
MARYLAND CASUALTY COMPANY
By F. F. EDELEN
(F.F. Edelen) Its Attorney-in-Fact.
Surety. (SEAL)

STATE OF CALIFORNIA }
County of San Diego } ss.

On this 27th day of December, 1940; 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 within Bond, this 27th day of Dec. 1940.

D. L. AULT City Attorney

By H. B. DANIEL

Asst. City Attorney.

I hereby approve the foregoing bond this 27th day of December, 1940.

WALTER W. COOPER

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 27th day of December, 1940, 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 FRED V. BROWN, an individual doing business under the firm name and style of BROWN MOTOR 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: 8 Ford Deluxe Fordor sedans, and 2 Ford Deluxe Coupes, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 324608.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit: Seven Thousand Nine Hundred Fifteen and 80/100 Dollars (\$7915.80). Said price includes an allowance of \$485.00 for trade in of Car No. 51 in the amount of \$155.00 and Car No. 69 in the amount of \$330.00, and also 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 3rd day of February, 1941.

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: Seven Thousand Nine Hundred Fifteen and 80/100 Dollars (\$7915.80), 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 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. 72929 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 WALTER W. COOPER

City Manager

FRED V. BROWN

An individual doing business under the firm name and style of BROWN MOTOR COMPANY
Contractor

ATTEST:

I hereby approve the form of the foregoing contract, this 27th day of Dec., 1940.

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 Company for automobiles. Being Document No. 325453.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patterson Deputy

KNOW ALL MEN BY THESE PRESENTS, That W. J. RUHLE, as Principal and London & Lancashire Indemnity Company of America 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 TWO HUNDRED SEVENTY-ONE Dollars (\$1,271.00), 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 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 26th day of December, 1940.

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: 16 Harley-Davidson motorcycles 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:
MILTON E. FINTZELBERG

W. J. RUHLE

Principal

LONDON & LANCASHIRE INDEMNITY COMPANY
OF AMERICA

Surety (SEAL)

By THEODORE M. FINTZELBERG

Attorney-in-fact

ATTEST:
ROSA L. KELLER

STATE OF CALIFORNIA County of San Diego ss.

On this 26th day of December, 1940, personally appeared before me Theodore M. Fintzelberg the Attorney-in-fact of the London & Lancashire Indemnity Company of America, with whom I am personally acquainted, who being by me duly sworn, stated, that he resides in the City of San Diego, in the State of California: that he is Attorney-in-fact of the London & Lancashire Indemnity Company of America, 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 the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said Company; that he signed his name thereto as Attorney-in-fact under like authority, and that said authority has not been revoked nor rescinded.

N. STEINMETZ

Notary Public San Diego Co., California.

(SEAL)

NOTARY AFFIDAVIT.

My Commission expires Dec. 13, 1944

I hereby approve the form of the within Bond, this 27th day of December, 19__

D. L. AULT City Attorney

By H. B. DANIEL

Asst. City Attorney

I hereby approve the foregoing bond this 27th day of December, 1940.

WALTER W. COOPER

City Manager

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 27th day of December, 1940, 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 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: 16 Harley Davidson Motorcycles, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 324608.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

The sum of Seven Thousand Seven Hundred Fifty-five and 46/100 Dollars (\$7755.46) less allowance for used equipment traded in in the sum of Two Thousand Six Hundred Seventy-five Dollars (\$2675.00), the allowances for said used equipment being as follows:

For numbers 505,506,509,511,512,513,518,521,523,527,529,530,532,

" " 534, the sum of

\$175.00 ea.

" " 508, " " "

\$100.00

" " 514, " " "

\$125.00

The net price for said equipment 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 before the 10th day of February, 1941.

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: Five Thousand Eighty and 46/100 Dollars (\$5080.46), 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 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. 72930 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 WALTER W. COOPER

City Manager.

ATTEST:

W. J. RUHLE

Contractor

I hereby approve the form of the foregoing contract, this 27th day of Dec., 1940.
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 W. J. Ruhle for motorcycles. Being Document No. 325454.
FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

THE BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, a National banking association, does hereby consent and agree to act as the paying agent for the principal and interest of the \$1,300,000.00 Water Distribution System Bonds and likewise as the paying agent for the principal and interest of the \$3,000,000.00 San Vicente Dam Bonds, to be issued by The City of San Diego, upon the terms and conditions and for the consideration hereinafter recited, to-wit:

(1) That not later than the day upon which each interest payment upon said bonds shall be due the Treasurer of The City of San Diego shall deposit in or transfer to a special account in the San Diego office of the Bank of America funds sufficient to meet the interest payments upon said bond issue falling due on said day; and shall likewise upon the date of each principal maturity date deposit in or transfer to said special account the full amount of principal due thereon, said special account to be drawn on by the Treasurer only for the purpose of reimbursing the Bank of America, as provided in paragraph (3) hereof, and for the payment of such bonds and coupons as may be presented to and paid directly by the City Treasurer.

Each week during which any bonds or coupons have been presented to and paid directly by the City Treasurer, he shall render a statement to The Bank of America National Trust and Savings Association showing the numbers and amounts thereof.

(2) That concurrently with the making of said deposits the Treasurer of said City shall file with the Bank of America in San Diego a certificate showing the amount of bonds outstanding of each of such issues theretofore maturing and then presently due at the date such certificate is filed.

(3) That upon the making of said deposits in said special fund by said Treasurer the Bank of America will pay for the account of said City such bonds or coupons presented to it for that purpose in compliance with the terms of such bonds and as they mature or otherwise become payable, and in the event such bonds and coupons are presented for payment in the City of New York, the said Bank of America will cause said bonds and coupons to be honored by the National City Bank of New York in compliance with the terms of said bonds. That the bonds and coupons which are so paid or honored by said banks will be cancelled and delivered to the Treasurer of The City of San Diego, and immediately upon such delivery said Treasurer shall cause the Bank of America to be reimbursed for the total amount of such payments.

(4) That the Treasurer of The City of San Diego shall pay to said Bank of America as total compensation for performing the duties of paying agent for said City, being inclusive of all fees which said bank is required to pay to the National City Bank of New York for the performance of the latter's duties, the following amounts:

Payment of interest coupons: 1/4 of 1% of interest received, with a minimum of five cents for each coupon handled.

Payment of principal: For any principal payment or redemption operation at each maturity date: 1/10th of 1% of the principal amount of bonds to be redeemed.

(5) The City of San Diego shall on or before the date upon which the first interest payment is due upon each of said issues of bonds, furnish said bank two specimen bonds and coupons of each of said issues. Each specimen coupon shall bear the facsimile signature of the Treasurer of said City. In addition thereto, and at the time of delivery of said specimen bonds, the City shall furnish said bank with a signature certificate bearing the signatures of the Mayor, the Treasurer and the City Clerk of The City of San Diego.

IN WITNESS WHEREOF, The Bank of America National Trust and Savings Association has caused this agreement to be executed by its officers hereunto duly authorized this 4th day of December, 1940.

THE BANK OF AMERICA NATIONAL
TRUST AND SAVINGS ASSOCIATION.
By MARC RYAN Vice-President
By H. R. MOORE Assistant Trust Officer

The City of San Diego, acting by and through the Treasurer of said City, hereby accepts and agrees to be bound by the foregoing agreement.
Dated this 10th day of Dec., 1940.

THE CITY OF SAN DIEGO
By R. C. LINDSAY
Treasurer

I hereby approve the form of the foregoing agreement this 3d day of December, 1940.
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 Bank of America National Trust & Savings Association as paying agent on bonds.
Being Document No. 325515.

FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

C O P Y

COMMANDANT'S OFFICE ELEVENTH NAVAL DISTRICT
SAN DIEGO, CALIF.

Dec. 20, 1940

A16-1/A1-1(a)
(PW)

Dear Sir:

Your request of December 17, 1940 for permission to construct an outfall sewer across property of the United States Government has been forwarded to the Navy Department, Washington, D.C., for approval and the issue of a formal permit.

Pending the issue of the formal permit by the Navy Department, a temporary and revocable permit is hereby issued for the construction of a 42" outfall sewer across the grounds at the Destroyer Base, San Diego, California at the location shown on the City of San Diego Engineering Department's Drawing No. 928-D, as amended 10/14/40.

Yours very truly

(Signed) C.A. BLAKELY Rear Admiral, U.S. Navy Commandant, Eleventh Naval District

The City Manager
City of San Diego
Civic Center San Diego, California
Copy to Mr. Jorgensen

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of letter to City Manager from U. S. Government issuing temporary revocable permit for sewer outfall across the Destroyer Base. Being Document No. 325291.

FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

UNDERTAKING FOR STREET LIGHTING.

Eighth Avenue Lighting District No. 1

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO 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 TWENTY-SIX DOLLARS (\$26.00), 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 January, 1941.

WHEREAS, the above bounden SAN DIEGO 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, 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 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 GAS & ELECTRIC COMPANY
By A. E. HOLLOWAY Vice Pres.
Principal

(SEAL)
ATTEST: J. A. CANNON
Secretary

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

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

Total amount of premium charged, \$5.00

STATE OF CALIFORNIA,)
County of San Diego,) ss.

On this 11th day of January, in the year nineteen hundred forty-one, 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

I hereby approve the form of the foregoing Undertaking this 13 day of January, 1941.

D. L. AULT City Attorney.

By MOREY S. LEVENSON

Deputy City Attorney

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 73028 passed and adopted on the 31st day of December, 1940, require and fix the sum of \$26.00 as the penal sum of the foregoing Undertaking.

(SEAL)

FRED W. SICK

City Clerk of The City of San Diego.

CONTRACT FOR STREET LIGHTING.

Eighth Avenue Lighting District No. 1

THIS AGREEMENT, made and entered into this 14th day of January, 1941, by and between SAN DIEGO 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, 1941, to-wit, to and including December 31, 1941.

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 11, 1940 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 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.

(SEAL)
ATTEST: J. A. CANNON
Secretary

SAN DIEGO GAS & ELECTRIC COMPANY
By A. E. HOLLOWAY
Vice Pres.

(SEAL)
ATTEST: FRED W. SICK
City Clerk
By AUGUST M. WADSTROM
Deputy

THE CITY OF SAN DIEGO
By P. J. BENBOUGH
FRED W. SIMPSON
L. F. WEGGENMAN
ADDISON E. HOUSH
HERBERT E. FISH
HARLEY E. KNOX
A. E. FLOWERS
Members of the Council

I hereby approve the form of the foregoing Contract, this 13 day of January, 1941.

D. L. AULT City Attorney
By MOREY S. LEVENSON
Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract covering Eighth Avenue Lighting District No. 1. Being Document No. 325786.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

UNDERTAKING FOR STREET LIGHTING.

Seventh Avenue Lighting District No. 1

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO 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 TEN DOLLARS (\$10.00), 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 January, 1941.

WHEREAS, the above bounden SAN DIEGO 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, 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 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 GAS & ELECTRIC COMPANY
By A. E. HOLLOWAY Vice Pres
Principal.

(SEAL)
ATTEST: E. L. TOLSON
Resident Assistant Secretary
Total amount of premium charged, \$ _____
STATE OF CALIFORNIA, }
County of San Diego. } ss.

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

On this 11th day of January, in the year nineteen hundred forty-one, 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 WHEREAS, 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.

I hereby approve the form of the foregoing Undertaking this 13 day of January, 1941.

D. L. AULT City Attorney

By MOREY S. LEVENSON

Deputy City Attorney.

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 73027 passed and adopted on the 31st day of December, 1940, require and fix the sum of \$10.00 as the penal sum of the foregoing Undertaking.

FRED W. SICK

City Clerk of The City of San Diego.

CONTRACT FOR STREET LIGHTING.

Seventh Avenue Lighting District No. 1

THIS AGREEMENT, made and entered into this 14th day of January, 1941, by and between SAN DIEGO 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, 1941, to-wit, to and including December 31, 1941.

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 11, 1940, 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-nine Dollars (\$39.00) 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 Thirty-nine Dollars (\$39.00) 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 Thirty-nine Dollars (\$39.00).

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 GAS & ELECTRIC COMPANY

By A. E. HOLLOWAY

Vice Pres

(SEAL)

ATTEST: FRED W. SICK City Clerk
By AUGUST M. WADSTROM

Deputy

THE CITY OF SAN DIEGO.

By P. J. BENBOUGH

FRED W. SIMPSON

L. F. WEGGENMAN

ADDISON E. HOUSH

HERBERT E. FISH

HARLEY E. KNOX

A. E. FLOWERS

Members of the Council

I hereby approve the form of the foregoing Contract, this 13 day of January, 1941.

D. L. AULT City Attorney

By MOREY S. LEVENSON

Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract covering Seventh Avenue Lighting District No. 1. Being Document No. 325787.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patton Deputy

UNDERTAKING FOR STREET LIGHTING.

La Jolla Lighting District No. 1

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO 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 11th day of January, 1941.

WHEREAS, the above bounden SAN DIEGO 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 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, 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 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 GAS & ELECTRIC COMPANY

By A. E. HOLLOWAY Vice Pres

Principal

(SEAL)

ATTEST: J. A. CANNON

Secretary

(SEAL)

ATTEST: E. L. TOLSON

Resident Assistant Secretary

THE AETNA CASUALTY AND SURETY COMPANY

By PAUL WOLCOTT Resident Vice-President

Surety.

STATE OF CALIFORNIA,

} ss.

County of San Diego.

On this 11th day of January, in the year nineteen hundred forty-one, 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 13 day of January, 1941.

D. L. AULT City Attorney

By MOREY S. LEVENSON

Deputy City Attorney.

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 73029 passed and adopted on the 31st day of December, 1940, require and fix the sum of \$554.00 as the penal sum of the foregoing Undertaking.

(SEAL)

FRED W. SICK

City Clerk of The City of San Diego

CONTRACT FOR STREET LIGHTING.

La Jolla Lighting District No. 1

THIS AGREEMENT, made and entered into this 14th day of January, 1941, by and between SAN DIEGO 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, 1941, to-wit, to and including December 31, 1941.

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 11, 1940 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 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 (\$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: J. A. CANNON
Secretary

SAN DIEGO GAS & ELECTRIC COMPANY
By A. E. HOLLOWAY
Vice Pres

THE CITY OF SAN DIEGO
By P. J. BENBOUGH
FRED W. SIMPSON
L. F. WEGGENMAN
ADDISON E. HOUSH
HERBERT E. FISH
A. E. FLOWERS
HARLEY E. KNOX

Members of the Council

(SEAL)
ATTEST: FRED W. SICK City Clerk
By August M. Wadstrom
Deputy

I hereby approve the form of the foregoing Contract, this 13 day of January, 1941.
D. L. AULT City Attorney.
By MOREY S. LEVENSON
Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract covering La Jolla Lighting District No. 1. Being Document No. 325788.

FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

UNDERTAKING FOR STREET LIGHTING.

University Avenue Lighting District No. 2

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO GAS & ELECTRIC COMPANY, formerly 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 11th day of January, 1941.

WHEREAS, the above bounden SAN DIEGO GAS & ELECTRIC COMPANY, formerly 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 GAS & ELECTRIC COMPANY, formerly 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 GAS & ELECTRIC COMPANY, formerly
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-President
Surety

STATE OF CALIFORNIA, }
County of San Diego. } ss.

On this 11th day of January, in the year nineteen hundred forty-one, 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)
Notary Public in and for said San Diego County,
State of California.

I hereby approve the form of the foregoing Undertaking this 13 day of January, 1941.
D. L. AULT City Attorney
By MOREY S. LEVENSON
Deputy City Attorney

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 71064 passed and adopted on the 26th day of March, 1940, require and fix the sum of \$409.00 as the penal sum of the foregoing Undertaking.

(SEAL)

FRED W. SICK

City Clerk of The City of San Diego.

CONTRACT FOR STREET LIGHTING.

University Avenue Lighting District No. 2

THIS AGREEMENT, made and entered into this 14th day of January, 1941, by and between SAN DIEGO GAS & ELECTRIC COMPANY, formerly 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, 1940, to-wit, to and including March 15, 1941.

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 January 8, 1940 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 (\$1,635.00), 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 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 (\$1,635.00) 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 (\$1,635.00).

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 GAS & ELECTRIC COMPANY, formerly
SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
By A. E. HOLLOWAY

Vice Pres

(SEAL)

ATTEST: FRED W. SICK City Clerk
By AUGUST M. WADSTROM

THE CITY OF SAN DIEGO
By P. J. BENBOUGH
FRED W. SIMPSON
L. F. WEGGENMAN
ADDISON E. HOUSH
HERBERT E. FISH
HARLEY E. KNOX
A. E. FLOWERS

Members of the Council

I hereby approve the form of the foregoing Contract, this 13 day of January, 1941.

D. L. AULT City Attorney

By MOREY S. LEVENSON

Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract covering University Avenue Lighting District No. 2. Being Document No. 325793.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

L E A S E

THIS INDENTURE OF LEASE, made and entered into this 1st day of January, 1941, 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 JEFFERSON K. STICKNEY, Jr. and ELIZABETH L. STICKNEY, as Lessees, WITNESSETH:

That the City, lessor as aforesaid, does by these presents demise and let unto the lessees, upon the terms and conditions, and for the purposes and uses hereinafter recited, and the lessees hereby hire and accept 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 intersection of the northwesterly line of Ivy Street 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 21° 26' 50" west following along the said Mean High Tide Line a distance of 14.79 feet to a point; thence north 25° 59' west a distance of 85.65 feet, more or less, to a point on the southeasterly line of Lot 4, Block 279, Middletown, according to the Jackson Map of Middletown filed in the office of the County Recorder of San Diego County, said point being the true point or place of beginning; thence continuing along the said Mean High Tide Line north 25° 59' west a distance of 15.082 feet to a point; thence north 20° 48' west a distance of 28.91 feet, more or less, to a point on the northeasterly line of Pacific Highway (formerly Atlantic Street, and dedicated by The City of San Diego by Harbor Resolution No. 108); thence south 20° 12' 10" east along the northeasterly line of said Pacific Highway a distance of 43.91 feet, more or less, to a point on the southwesterly prolongation of the southeasterly line of Lot 4; thence north 69° 48' 50" east along the southwesterly prolongation of the southeasterly line of Lot 4, a distance of 1.84 feet, more or less, to the true point or place of beginning, containing 20 square 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 part thereof unto the said lessees for the period of fifty (50) years, beginning on the 1st day of January, 1941, and ending on the 31st day of December, 1990, unless sooner terminated as herein provided, at the following rental:

The sum of one Dollar (\$1.00) per year, payable yearly in advance upon the 1st day of January during the term of this lease.

Neither the whole, nor any part of this lease shall be assignable or transferable, nor shall the lessees 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 lessees of reasonable compensation for damages occasioned by said annulment, change or modification. The reasonable compensation herein provided to be paid to the lessees 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 lessees as are required, authorized or permitted under the terms of this lease, and shall not be held to include compensation to said lessees 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 only for such purposes and uses as are permitted by law upon Lot 4, in Block 279, Middletown, which said lot adjoins the premises hereby leased.

(2) 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 and 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 lessees shall have the right and shall be required to remove from said premises such buildings, structures, appliances and appurtenances as may have been constructed by said lessees on said premises.

(4) At no time during the life of this lease shall The City of San Diego be required to make any improvements on or for the benefit of the said leased lands hereinabove described.

(5) That said City reserves the right to make such 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, or by the Harbor Commission of said City, and that the lessees will remove any structure or building placed or erected on said demised premises by the said lessees as shall interfere with carrying out the adopted harbor plan in any way whatsoever, at their own cost and expense, and without any claim or right to damages or compensation therefor; provided, only, that said lessees 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.

(6) In the event the lessees 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 by them 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 them to comply with the provisions of this lease in any and all respects wherein the lessees may be in default, then and in that event this lease shall terminate, and said lessees shall have no further rights hereunder, and said lessees 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 lessees shall forfeit all rights and claims thereto and thereunder; and said lessees, in accepting this lease, hereby acknowledge the right of said City to take possession of said premises immediately upon the neglect or refusal of said lessees to comply with the terms and conditions hereinbefore mentioned.

(7) Reference is hereby made to all laws as now existing, and as may be 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 Lessees have hereunto subscribed their names, the day and year first hereinabove written.

THE CITY OF SAN DIEGO

Lessor.

By R. H. VAN DEMAN

EMIL KLIKA

WILLIAM HARPER

Members of the Harbor Commission

JEFFERSON K. STICKNEY JR.

ELIZABETH L. STICKNEY

Lessees.

STATE OF CALIFORNIA,

County of San Diego,

) ss

On this 8 day of January, 1941, before me, Ada Buchanan a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Jefferson K. Stickney Jr. and Elizabeth L. Stickney personally known to me to be the persons whose names are subscribed to the within instrument, and they duly 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 the County of San Diego, the day and year in this certificate first above written.

ADA BUCHANAN

(SEAL)

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

My Commission expires _____

I hereby approve the form of the foregoing Lease, this 13th day of December 1940.

D. L. AULT City Attorney

By H. B. DANIEL

Assistant City Attorney

EXHIBIT A (Drawing No. 137B-3)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy (except Resolution No. 73041) of Tideland Lease with Jefferson K. Stickney Jr. & Elizabeth L. Stickney. Being Document No. 326003.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patton Deputy

L E A S E

THIS INDENTURE OF LEASE, made and entered into this 1st day of January, 1941, 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 JEFFERSON K. STICKNEY, Jr. and ELIZABETH L. STICKNEY, as Lessees, WITNESSETH:

That the City, lessor as aforesaid, does by these presents demise and let unto the lessees, upon the terms and conditions, and for the purposes and uses hereinafter recited, and the lessees hereby hire and accept 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 intersection of the northwesterly line of Ivy Street 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 21° 26' 50" west, following along the said Mean High Tide Line, a distance of 14.79 feet to a point; thence north 25° 59' west a distance of 35.40 feet, more or less, to a point on the southeasterly line of Lot 5, Block 279, Middletown, according to the Jackson Map of Middletown filed in the office of the County Recorder of San Diego County, said point being the true point or place of beginning; thence continuing along the Mean High Tide Line north 25° 59' west a distance of 50.25 feet, more or less, to a point on the northwesterly line of Lot 5; thence south 69° 48' 50" west along the southwesterly prolongation of the northwesterly line of Lot 5 a distance of 1.84 feet, more or less, to a point on the northeasterly line of Pacific Highway (formerly Atlantic Street, and dedicated by The City of San Diego by Harbor Department Resolution No. 108); thence south 20° 12' 10" east along the northeasterly line of said Pacific Highway a distance of 50 feet, more or less, to a point on the southwesterly prolongation of the southeasterly line of Lot 5; thence north 69° 48' 50" east along the southwesterly prolongation of the southeasterly line of Lot 5, a distance of 6.91 feet, more or less, to the true point or place of beginning, containing 218 square 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 part thereof unto the said lessees for the period of fifty (50) years, beginning on the 1st day of January, 1941, and ending on the 31st day of December, 1990, unless sooner terminated as herein provided, at the following rental:

The sum of three cents (3¢) per square foot per year.

All rentals hereunder shall be due and payable yearly in advance upon the 1st day of January during the term of this lease.

Neither the whole, nor any part of this lease shall be assignable or transferable, nor shall the lessees 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 lessees of reasonable compensation for damages occasioned by said annulment, change or modification. The reasonable compensation herein provided to be paid to the lessees 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 lessees as are required, authorized or permitted under the terms of this lease, and shall not be held to include compensation to said lessees 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 only for such purposes and uses as are permitted by law upon Lot 5, in Block 279, Middletown, which said lot adjoins the premises hereby leased.

(2) 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 and 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 lessees shall have the right and shall be required to remove from said premises such buildings, structures, appliances and appurtenances as may have been constructed by said lessees on said premises.

(4) At no time during the life of this lease shall The City of San Diego be required to make any improvements on or for the benefit of the said leased lands hereinabove described.

(5) That said City reserves the right to make such 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, or by the Harbor Commission of said City, and that the lessees will remove any structure or buildings placed or erected on said demised premises by the said lessees as shall interfere with carrying out the adopted harbor plan in any way whatsoever, at their own cost and expense, and without any claim or right to damages or compensation therefor; provided, only that said lessees 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.

(6) In the event the lessees 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 by them 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 them to comply with the provisions of this lease in any and all respects wherein the lessees may be in default, then and in that event this lease shall terminate, and said lessees shall have no further rights hereunder, and said lessees 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 lessees shall forfeit all rights and claims thereto and thereunder; and said lessees, in accepting this lease, hereby acknowledge the right of said City to take possession of said premises immediately upon the neglect or refusal of said lessees to comply with the terms and conditions hereinbefore mentioned.

(7) Reference is hereby made to all laws as now existing, and as may be 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 Lessees have hereunto subscribed their names, the day and year first hereinabove written.

THE CITY OF SAN DIEGO

Lessor

By R. H. VAN DEMAN

EMIL KLIKA

WILLIAM HARPER

Members of the Harbor Commission

JEFFERSON K. STICKNEY JR.

ELIZABETH L. STICKNEY

Lessees.

STATE OF CALIFORNIA,)
SS.

County of San Diego,)

On this 8 day of January, 1941, before me, Ada Buchanan a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Jefferson K. Stickney Jr. and Elizabeth L. Stickney personally known to me be the persons whose names are subscribed to the within instrument, and they duly 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 the County of San Diego, the day and year in this certificate first above written.

ADA BUCHANAN

(SEAL)
My Commission expires _____

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

I hereby approve the form of the foregoing Lease, this 13th day of December, 1940.

D. L. AULT City Attorney

By H. B. DANIEL

Assistant City Attorney.

(EXHIBIT A Drawing 137B-2)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy (except copy of Resolution No. 73042) of Tideland Lease with Jefferson K. Stickley Jr. and Elizabeth L. Stickney. Being Document No. 326004.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patton Deputy

LEASE

THIS INDENTURE OF LEASE, made and entered into this 1st day of January, 1941, 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 JEFFERSON K. STICKNEY, Jr. and ELIZABETH L. STICKNEY, as Lessees, WITNESSETH:

That the City, lessor as aforesaid, does by these presents demise and let unto the lessees, upon the terms and conditions, and for the purposes and uses hereinafter recited, and the lessees hereby hire and accept 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 intersection of the northwesterly line of Ivy Street 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 21° 26' 50" west, following along the said Mean High Tide Line, a distance of 14.79 feet to a point; thence north 25° 59' west a distance of 35.40 feet to a point, said point being on the northwesterly line of Lot 6, Block 279, Middletown, according to the Jackson Map of Middletown filed in the office of the County Recorder of San Diego County; thence south 69° 48' 50" west, along the southwesterly prolongation of the northwesterly line of said Lot 6, a distance of 6.91 feet, more or less, to a point on the north-easterly line of Pacific Highway (formerly Atlantic Street, and dedicated by The City of San Diego by Harbor Department Resolution No. 108); thence south 20° 12' 10" east, along the north-easterly line of said Pacific Highway, a distance of 50 feet, more or less, to a point on the southwesterly prolongation of the northwesterly line of Ivy Street; thence north 69° 48' 50" east along the southwesterly prolongation of the northwesterly line of Ivy Street, a distance of 10.78 feet to the point or place of beginning, containing 462 square 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 part thereof unto the said lessees for the period of fifty (50) years, beginning on the 1st day of January, 1941, and ending on the 31st day of December, 1990, unless sooner terminated as herein provided, at the following rental:

The sum of three cents (3¢) per square foot per year.

All rentals hereunder shall be due and payable yearly in advance upon the 1st day of January during the term of this lease.

Neither the whole, nor any part of this lease shall be assignable or transferable, nor shall the lessees 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 lessees of reasonable compensation for damages occasioned by said annulment, change or modification. The reasonable compensation herein provided to be paid to the lessees 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 lessees as are required, authorized or permitted under the terms of this lease, and shall not be held to include compensation to said lessees 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 only for such purposes and uses as are permitted by law upon Lot 6, in Block 279, Middletown, which said lot adjoins the premises hereby leased.

(2) 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 and 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 lessees shall have the right and shall be required to remove from said premises such buildings, structures, appliances and appurtenances as may have been constructed by said lessees on said premises.

(4) At no time during the life of this lease shall The City of San Diego be required to make any improvements on or for the benefit of the said leased lands hereinabove described.

(5) That said City reserves the right to make such 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, or by the Harbor Commission of said City, and that the lessees will remove any structure or building placed or erected on said demised premises by the said lessees as shall interfere with carrying out the adopted harbor plan in any way whatsoever, at their own cost and expense, and without any claim or right to damages or compensation therefor; provided, only that said lessees 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.

(6) In the event the lessees 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 by them 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 them to comply with the provisions of this lease in any and all respects wherein the lessees may be in default, then and in that event this lease shall terminate, and said lessees shall have no further rights hereunder, and said lessees 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 lessees shall forfeit all rights and claims thereto and thereunder; and said lessees, in accepting this lease, hereby acknowledge the right of said City to take possession of said premises immediately upon the neglect or refusal of said lessees to comply with the terms and conditions hereinbefore mentioned.

(7) Reference is hereby made to all laws as now existing, and as may be 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 Lessees have hereunto subscribed their names, the day and year first hereinabove written.

THE CITY OF SAN DIEGO Lessor.

By R. H. VAN DEMAN

EMIL KLICKA

WILLIAM HARPER

Members of the Harbor Commission

JEFFERSON K. STICKNEY, JR.

ELIZABETH L. STICKNEY

Lessees.

I hereby approve the form of the foregoing Lease, this 13th day of December, 1940.

D. L. AULT City Attorney

By H. B. DANIEL

Assistant City Attorney

STATE OF CALIFORNIA, }
County of San Diego, } ss

On this 8 day of January, 1941, before me, Ada Buchanan, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Jefferson K. Stickney Jr. and Elizabeth L. Stickney personally known to me to be the persons whose names are subscribed to the within instrument, and they duly 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 the County of San Diego, the day and year in this certificate first above written.

(SEAL)

My Commission expires _____

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

(EXHIBIT A Drawing 137-B-1)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy (except copy of Resolution No. 73043) of Tideland Lease with Jefferson K. Stickney Jr. and Elizabeth L. Stickney. Being Document No. 326005.

FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

A G R E E M E N T

THIS AGREEMENT, made and entered into this 14th day of January, 1941, 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 referred to as the "CITY", and the ZOOLOGICAL SOCIETY OF SAN DIEGO, a non-profit corporation organized and existing under and by virtue of the laws of the State of California, the party of the second part, hereinafter sometimes referred to as the "SOCIETY",

WITNESSETH:

THAT, WHEREAS, the said City has heretofore sponsored certain Work Projects Administration projects for the improving of the facility known as the San Diego Zoological Gardens located and being in Balboa Park in said City of San Diego, which said facility is owned by said City and conducted, operated and maintained by said Society, under, pursuant to and in conformity with Ordinance No. 1845 (New Series) of the said City, and

WHEREAS, the City has made application for the further improving of the said Zoological Gardens as Sponsor under Work Projects Administration application known and designated as "Application 50078", also known as "OP 165-1-07-120", and

WHEREAS, the Work Projects Administration, as one of the conditions precedent to the granting of approval to said last aforementioned application, requires that an agreement be entered into by and between the said CITY OF SAN DIEGO and the said ZOOLOGICAL SOCIETY OF SAN DIEGO, wherein and whereby (a) provision shall be made for the annual audit by said City of the receipts and expenditures of said Society and (b) that all rules and regulations relating to the conduct, operation and maintenance of said Zoological Gardens shall be approved by said City,

NOW, THEREFORE, in consideration of the covenants and agreements of the respective parties hereinafter contained, it is hereby agreed as follows:

1. The books and records of the said Society shall be open at all times to inspection by said City, or its duly authorized representative, and said Society shall file annually with the City Council of said City, not later than the first day of June, of each year, reports of receipts and expenditures for the preceding calendar year and the City shall audit or cause to be audited the aforesaid reports of receipts and expenditures within ninety days after the same shall have been filed as hereinbefore provided.

The provisions of this paragraph shall not be changed or modified by the parties hereto except as to the date of the filing of said reports and the making of said audits and then only insofar as provision for annual reports and audits are retained.

2. All rules and regulations relating and pertaining to the conduct, operation and maintenance of the said Zoological Gardens which have been heretofore promulgated by said Society and as the same now exist are hereby approved by the City and declared to be in full force and effect.

3. No change or modification shall hereafter be made by the Society in any rule or regulation pertaining to admission to said Zoological Gardens without the approval of the City Council of said City first having been obtained.

That the provisions of this paragraph shall not be changed or modified by the parties hereto.

IN WITNESS WHEREOF, said City of San Diego has, by resolution of the City Council, caused these presents to be subscribed to by the City Manager of said City, the seal of said City to be hereunto affixed and attested by the City Clerk of said City, and said ZOOLOGICAL SOCIETY OF SAN DIEGO has caused these presents to be subscribed by its president and secretary and its corporate seal to be hereunto affixed by resolution of its board of directors thereunto duly authorizing the same, the day, month and year above written.

(SEAL)

ATTEST: FRED W. SICK
City Clerk

THE CITY OF SAN DIEGO
By WALTER W. COOPER
City Manager

ZOOLOGICAL SOCIETY OF SAN DIEGO
(a non-profit corporation)
By HARRY M. WEGEFORTH, M.D.
President
By FRED KUNZEL
Secretary.

I hereby approve the form of the foregoing agreement this 14th day of January, 1941.
D. L. AULT

City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Zoological Society of San Diego re auditing of books. Being Document No. 325962.

FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

PREFERENTIAL, NON-EXCLUSIVE USE AND OCCUPANCY PERMIT.

THIS PERMIT AGREEMENT, made this 27th day of January, 1941, between THE CITY OF SAN DIEGO, acting by and through the Director of Parks thereof, hereinafter sometimes designated as the "City," party of the first part, and JUNIOR ADVERTISING CLUB, a non-profit organization, 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 operating and maintaining an information service in Balboa Park;

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 revocable, preferential, but non-exclusive, permit for the use and occupancy of the Bank of America 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) Said building shall be used for the operation and maintenance therein of an information service for the benefit of the patrons of Balboa Park.

(2) Party of the second part shall save the City harmless from any claim of damage or injury to persons 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 at its own cost and expense, and not at the expense of the City, operate and maintain an information service for the benefit of patrons of the park, and such service shall be in lieu of any rental to be paid for the use of said building.

(5) That the party of the second part shall not be responsible for any charges for light, heat and water furnished for or by reason of such occupancy, nor for any insurance on the premises occupied by the said party of the second part.

(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 Director of Parks of said City, party of the first part, and the party of the second part has caused this agreement to be executed and its name and seal to be hereunto affixed by its proper officers thereunto duly authorized, this 27th day of January, 1941.

THE CITY OF SAN DIEGO

By W. ALLEN PERRY

Director of Parks

JR. AD. CLUB INFO. BUREAU

By KELLER A. HIGBEE

Chairman, Management
Committee

I hereby approve the form of the foregoing Preferential, Non-exclusive Use and Occupancy Permit this 27th day of January, 1941.

D. L. AULT

City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Occupancy Permit with Junior Advertising Club; being Document No. 326199.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

RIGHT OF WAY AGREEMENT FOR COUNTY HIGHWAY

WHEREAS, the County of San Diego desires to relocate or realign certain portions of the County Road under County Road Survey No. 857 (County Road C-4) through Pamo Valley in the vicinity of, and north of Ramona, in said County of San Diego; and

WHEREAS, certain portions of said road as proposed to be relocated or realigned will cross certain lands owned by The City of San Diego below the high water contour of the proposed Pamo Dam; and

WHEREAS, said County has made application to The City of San Diego for a right of way across said lands below the high water contour of said proposed Pamo Dam, which said application is on file in the office of the City Clerk, bearing Document No. 325845, reference to which is hereby made for further particulars; NOW, THEREFORE,

THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, does, upon the terms and conditions and subject to the limitations hereinafter specifically set forth, hereby grant to the County of San Diego, a political subdivision of the State of California, the right of way and incidents thereto for a public highway, which said highway will be a relocation or realignment of that certain existing County Road No. 857 (County Road C-4), upon, over and across the lands owned by the said City hereinafter described, lying and being in the County of San Diego, State of California, and particularly described as follows, to-wit:

In the NW 1/4 of the SW 1/4 and the W 1/2 of the NW 1/4 of Section 26, T. 12 S., R. 1 E., S.B.B.&M.

That portion of the said NW 1/4 of the SW 1/4 and the W 1/2 of the NW 1/4 of Section 26 included within a strip of land 60 feet wide, 30 feet each side of the following described center line:

Beginning at a point in the southerly line of Section 34, T. 12 S., R. 1 E., from which a concrete monument marking the southeast corner of said section bears N. 89° 54' 28" E. 75.80 feet; thence N. 6° 38' 30" W. 325.81 feet to the beginning of a curve to the right having a radius of 1000 feet; thence along said curve through a central angle of 12° 24' a distance of 216.42 feet; thence N. 5° 45' 30" E. 700.73 feet to the beginning of a curve to the left having a radius of 500 feet; thence along said curve through a central angle of 18° 59' a distance of 165.66 feet; thence N. 13° 13' 30" W. 55.68 feet to the beginning of a curve to the right having a radius of 500 feet; thence along said curve through a central angle of 23° 54' a distance of 208.57 feet; thence N. 10° 40' 30" E. 32.41 feet to the beginning of a curve to the right having a radius of 1000 feet; thence along said curve through a central angle of 8° 01' a distance of 139.92 feet; thence N. 18° 41' 30" E. 17.99 feet to the beginning of a curve to the left having a radius of 500 feet; thence along said curve through a central angle of 12° 03' a distance of 105.16 feet; thence N. 6° 38' 30" E. 303.44 feet to the beginning of a curve to the left having a radius of 1000 feet; thence along said curve through a central angle of 7° 00' a distance of 122.17 feet; thence N. 0° 21' 30" W. 397.77 feet to the beginning of a curve to the right having a radius of 310.12 feet; thence northerly along said curve through a central angle of 16° 36' a distance of 89.85 feet to a point of reverse curvature with a curve having a radius of 500 feet; thence northerly along said curve through a central angle of 17° 25' a distance of 151.99 feet; thence tangent to said curve N. 1° 10' 30" W. 53.44 feet to the beginning of a curve to the left having a radius of 500 feet; thence along said curve through a central angle of 19° 32' a distance of 170.46 feet; thence N. 20° 42' 30" W. 100.90 feet to the beginning of a curve to the right having a radius of 500 feet; thence along said curve through a central angle of 21° 30' a distance of 187.62 feet; thence N. 0° 47' 30" E. 91.38 feet to the beginning of a curve to the left having a radius of 100 feet; thence along said curve through a central angle of 61° 02' a distance of 106.52 feet; thence N. 60° 14' 30" W. 19.88 feet to the beginning of a curve to the right having a radius of 100 feet; thence along said curve through a central angle of 89° 23' a distance of 156.00 feet; thence N. 29° 08' 30" E. 41.96 feet to the beginning of a curve to the left having a radius of 300 feet; thence along said curve through a central angle of 22° 55' a distance of 119.99 feet; thence N. 6° 13' 30" E. 119.70 feet to the beginning of a curve to the left having a radius of 500 feet; thence along said curve through a central angle of 18° 08' a distance of 158.24 feet; thence N. 11° 54' 30" W. 16.79 feet to the beginning of a curve to the right having a radius of 300 feet; thence along said curve through a central angle of 31° 26' a distance of 164.58 feet; thence N. 19° 31' 30" E. 396.74 feet to the beginning of a curve to the left having a radius of 300 feet; thence along said curve through a central angle of 24° 45' 30" a distance of 129.63 feet; thence N. 5° 14' W. 101.66 feet to the beginning of a curve to the left having a radius of 150 feet; thence along said curve through a central angle of 27° 21' a distance of 71.60 feet; thence N. 32° 35' W. 8.40 feet to the beginning of a curve to the right having a radius of 100 feet; thence along said curve through a central angle of 64° 30' a distance of 112.57 feet; thence N. 31° 55' E. 18.81 feet to the beginning of a curve to the left having a radius of 200 feet; thence along said curve through a central angle of 30° 48' a distance of 107.51 feet; thence N. 1° 07' E. 9.04 feet to the beginning of a curve to the right having a radius of 300 feet; thence along said curve through a central angle of 18° 19' a distance of 95.91 feet; thence N. 19° 26' E. 61.61 feet to the beginning of a curve to the left having a radius of 300 feet; thence along said curve through a central angle of 25° 22' a distance of 132.82 feet; thence N. 5° 56' W. 444.38 feet to the beginning of a curve to the right having a radius of 400 feet; thence northerly along said curve through a central angle of 34° 46' a distance of 242.72 feet to a point of reverse curvature with a curve having a radius of 448.56 feet; thence northeasterly along said curve through a central angle of 15° 26' a distance of 120.83 feet; thence tangent to said curve N. 13° 24' E. 623.38 feet to the beginning of a curve to the left having a radius of 600 feet; thence along said curve through a central angle of 19° 16' a distance of 201.76 feet; thence N. 5° 52' W. 164.78 feet to the beginning of a curve to the right having a radius of 1000 feet; thence along said curve through a central angle of 10° 31' a distance of 183.55 feet; thence N. 4° 39' E. 308.81 feet to the beginning of a curve to the right having a radius of 1000 feet; thence along said curve through a central angle of 17° 36' a distance of 307.18 feet; thence N. 22° 15' E. 464.00 feet to the beginning of a curve to the right having a radius of 1000 feet; thence along said curve through a central angle of 8° 23' a distance of 146.32 feet; thence N. 30° 38' E. 1146.31 feet to a point in said NW 1/4 of Section 26, T. 12 S., R. 1 E. from which the west quarter corner of said section bears S. 38° 17' 05" W. 1681.20 feet.

Together with the right to use or remove all trees and growths, (growing or that may hereafter grow), and to use road building materials within said right of way, and at such locations within the same as said County of San Diego may deem proper, needful or necessary in the construction, reconstruction and maintenance of said highway.

Provided, however, anything in this instrument to the contrary notwithstanding, that The City of San Diego hereby reserves the absolute right at any time in connection with its development of the proposed Pamo Reservoir and Dam, to flood any or all of the lands included within said right of way; and the grant to said County herein contained is made expressly upon said condition. Provided, further, that said County of San Diego by accepting the right of way hereby granted irrevocably consents to and acknowledges the right of The City of San Diego to flood all or any portion of the lands included within said right of way without any liability or obligation to pay damages or to make compensation in any manner or degree whatsoever for so doing.

IN WITNESS WHEREOF, The City of San Diego has caused this instrument to be executed by a majority of the members of the Council of said City, pursuant to Resolution No. 73274, authorizing such execution, this 28th day of January, 1941.

(SEAL)
ATTEST: FRED W. SICK City Clerk
By A. M. WADSTROM
Deputy

THE CITY OF SAN DIEGO
By P. J. BENBOUGH
FRED W. SIMPSON
LOUIS F. WEGGENMAN
ADDISON E. HOUSH
HARLEY E. KNOX
A. E. FLOWERS
Members of the Council

I HEREBY APPROVE the form of the foregoing Right of Way Agreement for County Highway this 24th day of January, 1941.

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 Copy of Right of Way Agreement from City of San Diego to County of San Diego, being Document No. 326120.
FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

L E A S E

THIS INDENTURE OF LEASE, made and entered into this first day of February, 1941, 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 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 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 308 feet to a point; thence southeasterly on a line parallel to and distant 308 feet southwesterly from the southwesterly line of California Street a distance of 175.6 feet to a point; thence southwesterly on a line parallel to and distant 175.6 feet southeasterly from the southwesterly prolongation of the southeasterly line of Quince Street a distance of 76 feet to the true point or place of beginning; thence at right angles southeasterly a distance of 85 feet to a point; thence at right angles southwesterly a distance of 44 feet to a point; thence at right angles northwesterly a distance of 85 feet to a point; thence northeasterly on a line parallel to and distant 175.6 feet southwesterly from the southwesterly prolongation of the southeasterly line of Quince Street a distance of 44 feet to the true point or place of beginning, containing an area of 3740 square feet.

The said lands hereinabove described being shown on the map or plat attached hereto, being designated as Parcel No. 2, which said plat is marked "Exhibit A," and made a part hereof.

Also, 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 308 feet to a point; thence southeasterly on a line parallel to and distant 308 feet southwesterly from the southwesterly line of California Street a distance of 16.3 feet to a point; thence southwesterly on a line parallel to and distant 16.3 feet southeasterly from the southwesterly prolongation of the southeasterly line of Quince Street a distance of 76 feet to the true point or place of beginning; thence continuing along the parallel line 16.3 feet southeasterly from the southwesterly prolongation of the southeasterly line of Quince Street a distance of 52 feet to a point; thence at right angles northwesterly a distance of 85 feet to a point; thence at right angles northeasterly a distance of 52 feet to a point; thence at right angles southeasterly a distance of 85 feet to the true point or place of beginning, containing an area of 4420 square feet.

The said lands hereinabove described being shown on said map or plat attached hereto, being designated as Parcel No. 3, which said plat is 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 February, 1941, 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 forty dollars (\$40.00) per month;

For the next five-year portion of said term, the sum of sixty dollars (\$60.00) per month;

For the next five-year portion of said term, the sum of eighty dollars (\$80.00) per month;

For the next five-year portion of said term, the sum of one hundred dollars (\$100.00) per month;

For the next five-year portion of said term, the sum of one hundred twenty dollars (\$120.00) per month;

For the next five-year portion of said term, the sum of one hundred forty dollars (\$140.00) per month;

For the remaining and final portion of said term, the sum of one hundred sixty dollars (\$160.00) 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 lessee agrees immediately to begin and carry through continuously to completion a two-story building upon Parcel No. 2 of the premises hereby leased, which said building is intended to be used principally for engineering purposes and activities in connection with the lessee's manufacturing plant or its subsidiary School of Aeronautics located upon Lindbergh Field; and likewise immediately to begin and carry through continuously to completion a two-story building, to be located on Parcel No. 3 of the premises hereby leased, which said building is intended to be used principally for offices and facilities for the United States Army Air Corps Officers assigned for duty in connection with the training and instruction of aviation students or cadets.

(2) That all plans for the construction of each of the buildings to be erected upon the 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 to be erected or placed 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 lessee shall be required at its own expense to remove all utilities such as watermains, pipelines and electric conduits which would otherwise be under either of the buildings to be constructed upon the leased premises, and to relocate and place the same in proper condition outside of and beyond said buildings.

(6) That all wires and wiring serving said leased premises shall be placed underground.

(7) That immediately upon the completion of said buildings the lessee shall cause the same to be used and occupied for the purposes hereinabove stated, and will continue such use and occupancy during the term of this lease. If the lessee shall fail to erect and complete said buildings as hereinabove required, or shall discontinue the use of the same for purposes similar in character to those in this lease specified, or shall be in default with regard to any of the terms, conditions, covenants or obligations herein contained to be kept and performed by said lessee, the City shall have the right to serve notice in writing upon the lessee that if such default is not cured within a thirty (30) day period from the date of the service of such notice, the City may declare this lease at an end, and upon such a declaration by the City of its termination of this lease the said lessee shall remove from the said demised premises and have no further right or claim thereto, and the 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; provided, however, that in the event of a termination of this lease as in this paragraph provided the lessee may, within such reasonable time as the Harbor Commission may designate, remove all buildings, improvements, structures and equipment and other personal property of the lessee from the premises herein leased, or otherwise dispose of the same; provided, further, that no such termination shall in any wise relieve the lessee from the obligation to pay any rentals and charges accrued and unpaid up to the time thereof.

(8) Reference is hereby made to all laws as now existing and as may hereafter be 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. VAN DEMAN

EMIL KLIKA

WILLIAM HARPER

Members of the Harbor Commission of
The City of San Diego.

RYAN AERONAUTICAL COMPANY Lessee.

By T. CLAUDE RYAN Pres.

L. C. BEERS Ass't. Secretary (SEAL)

EXHIBIT "A"

I hereby approve the form of the foregoing Lease, this 14th day of January, 1941.

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 Ryan Aeronautical Company (except copy of Resolution No. 73163 attached); being Document No. 326396.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

A G R E E M E N T

WHEREAS, Anna Kushman is the owner of Lots 50 and 51 block 6 Chester Park 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 6th day of December 1940, by Anna Kushman that she will, for and in consideration of the permission granted agree to remove the south 16 feet of curbing of lot 50 on Euclid ave. adjacent to the above described property, bind Anna Kushman 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.

Anna Kushman 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.

ANNA KUSHMAN

4240 Euclid Ave.

STATE OF CALIFORNIA,)
County of San Diego) ss.

On this 6th day of December 1940, A.D. Nineteen Hundred and forty, before me, P. A. Nauman a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Anna Kushman 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 of San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

P. A. NAUMAN

(SEAL)

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

RECORDED DEC 23 1940 20 min. past 2 P.M. in Book 1105 at Page 437 of Official Records, San Diego Co., Cal. Recorded at request of City of San Diego.

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 Anna Kushman to the City of San Diego, California; being Document No.325262.
FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

A G R E E M E N T

WHEREAS, Mary Lusardi Koger is the owner of Lot 3 Block 1 Univ. Place 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 20 day of Dec., by Mary L. Koger that I will, for and in consideration of the permission granted me to remove 30 feet of curbing on 1431 Univ. adjacent to the above described property, bind Mary L. Koger 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.

MARY LUSARDI KOGER
3910 NORMAL ST.

STATE OF CALIFORNIA,)
)SS.
COUNTY OF SAN DIEGO

On this 20th day of December, A.D. Nineteen Hundred and Forty, before me, Robert O. Zumwalt a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Mary Lusardi Koger 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) ROBER O. ZUMWALT
Notary Public in and for the County of San Diego,
State of California

RECORDED DEC 23 1940 21 min. past 2 P.M. in Book 1105 at Page 459 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 Curring Agreement from Mary Lusardi Koger to the City of San Diego, California, being Document No. 325286.

FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

A G R E E M E N T

WHEREAS, Nuttall-Styris Company is the owner of west half lots G and H in Block 43, 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 27th day of December 1940, by Nuttall-Styris Company that they will, for and in consideration of the permission granted agree to remove 18 feet of curbing on West F 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.

Nuttall-Styris Company further agree that this agreement shall be binding on 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.

NUTTALL-STYRIS COMPANY
By H. V. STYRIS
825 Columbia Street San Diego, Calif.

STATE OF CALIFORNIA,)
)SS.
County of San Diego

On this 27th day of December, A.D. Nineteen Hundred and Forty, before me, R.E.Smith a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Herb Styris known to me to be the person described in and whose name _____ 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) R. E. SMITH
Notary Public in and for the County of San Diego,
State of California
My Commission expires April 26, 1942.

RECORDED DEC 31 1940 30 min. past 9 A.M. in Boök 1105 at Page 499 of Official Records San Diego Co., Cal. Recorded at request of City Clerk.

ROGER N. HOWE, County Recorder
By Deputy D. Cole
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 Nuttall-Styris Co. to the City of San Diego, California; being Document No. 325427.

FRED W. SICK
City Clerk of the City of San Diego, California
By Francis T. Patten Deputy

A G R E E M E N T

WHEREAS, Austin W. Shaw are, is the owner of 3303 Vancouver Street Lot 23 & 24 Block 19 Subdivision City Heights 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 26th day of December, 1940, by Austin W. Shaw that he will, for and in consideration of the permission granted him to remove 15 feet of curbing on Vancouver 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 there-with 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.

AUSTIN W. SHAW Owner's Name
3827 Arnold Address

STATE OF CALIFORNIA, }
County of San Diego } ss

On this 26th day of December, A.D. Nineteen Hundred and Forty, before me, Helen H. Shreve a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Austin W. 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) HELEN H. SHREVE
Notary Public in and for the County of San Diego,
My Commission Expires Sept. 10, 1944 State of California.

RECORDED DEC 31 1940 31 min. past 9 A.M. in Book 1126 at Page 8 of Official Records, San Diego Co., Cal. Recorded at request of City Clerk.

ROGER N. HOWE, County Recorder
By Deputy D. Cole
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 Austin W. Shaw to the City of San Diego, California; being Document No. 325428.

FRED W. SICK
City Clerk of the City of San Diego, California
By Francis T. Patten Deputy

A G R E E M E N T

WHEREAS, Shipkey & Pearson Inc. is the owner of Lots 105-106 Block 263 Middletown on Sassafras St. between Santa Fe Ry. and Pacific Blvd. 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 1940, by A. H. Shipkey that will, for and in consideration of the permission granted to remove 20 feet of curbing on Sassafras Street 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 there-with at its own expense and with no cost or obligation on the part of The City of San Diego.

Shipkey & Pearson Inc. further agree that this agreement shall be binding on the corporation, 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.

SHIPKEY & PEARSON INC.
A. H. SHIPKEY Pres.
1406 West Broadway, Anaheim Calif.

STATE OF CALIFORNIA, }
County of Orange } ss.

On this 27th day of December, A.D. Nineteen Hundred and Forty, before me, Erma E. Waidler, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared A. H. Shipkey 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 Anaheim, County of Orange, State of California, the day and year in this certificate first above written.

(SEAL) ERMA E. WAIDLER
Notary Public in and for the County of Orange, State of California.

RECORDED JAN 6 1941 6 min. past 9 A.M. in Book 1115 at Page 229 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.
C. A. SCHMUCKER

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 Shipkey & Pearson Co. to the City of San Diego, California; being Document No. 325473.

FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

A G R E E M E N T

WHEREAS, Gilmore Oil Co. is the owner of S. 100 ft. of Lots 27-28 Block 28 W. J. Prouts 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 21 day of Dec., by _____ that _____ will, for and in consideration of the permission granted _____ to remove 60 feet of curbing on 25th, 25 feet of curbing on C Street adjacent to the above described property, bind _____ to, and _____ 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 our own expense and with no cost or obligation on the part of The City of San Diego.

Gilmore Oil Co. further agrees that this agreement shall be binding on _____ 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 Geo. L. Alton
2425 E. 28th St. Los Angeles

STATE OF CALIFORNIA, }
County of San Diego } ss.

On this 21 day of December, A.D. Nineteen Hundred and Forty, before me, Caroline George a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Geo. L. Alton 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) CAROLINE GEORGE
Notary Public in and for the County of San Diego, State of California
My Commission expires July 1, 1944

RECORDED JAN 10 1941 20 min. past 9 A.M. in Book 1122 at Page 33 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.
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 Gilmore Oil Co. to the City of San Diego, California; being Document No. 325659.

FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

A G R E E M E N T

WHEREAS, Amelia and Edna Coop are the owners of Lot 8 Block 92 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 Jan. 4 day of 1941, by Amelia Coop and Edna Coop that we will, for and in consideration of the permission granted us to remove 17 feet of curbing on 2720 India Street 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 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.

AMELIA COOP, EDNA COOP
P.O. 2663 India St.

STATE OF CALIFORNIA, }
County of San Diego } ss.

On this 4th day of January, A.D. Nineteen Hundred and Forty-one before me, M.E.Norton a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Amelia Coop, Edna Coop 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 City of San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL) M. E. NORTON
Notary Public in and for the County of San Diego, State of California
My Commission expires May 20, 1942

RECORDED JAN 10 1941 20 min. past 9 A.M. in Book 1122 at Page 168 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.
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 Amelia and Edna Coop to the City of San Diego, California; being Document No. 325660.

FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

A G R E E M E N T

WHEREAS, Hector J. Martino is the owner of Lots 1-2 Reynard Hills 2615 Reynard Way 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 Dec., 1940, by Hector J. Martino that I will, for and in consideration of the permission granted me to remove 60 feet of curbing on Renard Way 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 myself & 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.

HECTOR J. MARTINO
404 Bon Air St., La Jolla, Calif.

STATE OF CALIFORNIA, }
County of San Diego } ss.

On this 30th day of Dec., A.D. Nineteen Hundred and forty, before me, Paul R. Fellows a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Hector J. Martino 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 Mesa, County of San Diego, State of California, the day and year in this certificate first above written.

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

(SEAL)
My commission expires
Feb. 7, 1942

RECORDED JAN 27 1941 59 min. past 2 P.M. in Book 1130 at Page 107 of Official Records, San Diego Co., Cal. Recorded at request of City of San Diego.

ROGER N. HOWE, County Recorder
By Deputy D. Cole

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 Hector J. Martino to the City of San Diego, California; being Document No. 326075.

FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

A G R E E M E N T

WHEREAS, L. H. Zimmerman is the owner of Lot 17 Block 12 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 16 day of January 1941, by _____ that _____ will, for and in consideration of the permission granted me to remove 20 feet of curbing on First Ave. 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 _____ 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.

L. H. Zimmerman 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.

L. H. ZIMMERMAN
4508 - 39 St.

STATE OF CALIFORNIA }
County of San Diego } ss.

On this 16 day of January, A.D. Nineteen Hundred and Nineteen Fourty one, before me, E. H. Brooks a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared L. H. Zimmerman 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

RECORDED JAN 23 1941 56 min. past 9 A.M. in Book 1122 at Page 335 of Official Records, San Diego Co., Cal. Recorded at request of City of San Diego.

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 L. H. Zimmerman to the City of San Diego, California; being Document No. 325909.

FRED W. SICK
City Clerk of the City of San Diego, California
By Francis T. Patten Deputy

A G R E E M E N T

WHEREAS, Paul A. de Lannoy and Margaret E. de Lannoy are the owner of Lots 1 and 2 Subdivision Highland Gardens and,

WHEREAS, the provisions of Ordinance No. 13055 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 El Cajon Blvd. and,

WHEREAS, the undersigned has heretofore applied to the Council of the City of San Diego for a special permit to erect a pole & canopy 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. 72971 suspended the provisions of said ordinance with respect to said property and has granted permission to the undersigned to erect a pole & canopy building 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 pole & canopy 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 15th day of November, 1940, by Paul A. de Lannoy and Margaret E. de Lannoy that they will, for and in consideration of the permission granted them to erect a pole & canopy building on the above described property to the front property line, bind themselves to, and do hereby by these presents agree, to move any pole & canopy 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 Ord. No. 13055 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 pole & canopy building to the line designated; that they will move said pole & canopy building 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.

PAUL A. DE LANNOY
5485 Gilbert Drive
MARGARET E. DE LANNOY

STATE OF CALIFORNIA, }
County of San Diego, } ss.

On this 15th day of November, A.D. Nineteen Hundred and Forty, before me, Fred W. Sick a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Paul A. de Lannoy 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

STATE OF WASHINGTON }
County of Pierce } ss.

I, P. W. Bourguize, a Notary Public in and for the said State, do hereby certify that on this 16th day of November, 1940, personally appeared before me Margaret E. de Lannoy to me known to be the individual described in and who executed the within instrument, and acknowledged that she signed and sealed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

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) P. W. BOURGUIZE
Notary Public in and for the State of Washington,
residing at Tacoma in said County.

RECORDED DEC 31 1940 32 min. past 9 A.M. in Book 1117 at Page 102 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy D. Cole
E. BAEPLER

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 Agreement with Paul A. deLannoy to move a building when street at 55th and El Cajon is widened. Being Document No. 325430.

FRED W. SICK
City Clerk of the City of San Diego, California
By Francis T. Patten Deputy

KNOW ALL MEN BY THESE PRESENTS, That J. R. TOWNSEND COMPANY, INC., a corporation 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 ONE THOUSAND EIGHTY-ONE Dollars (\$1081.00), 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 28th day of January, 1941.

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 - white truck chassis model WA-114, complete with 6 man cab and special line body, complete unit to be painted red, 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:
B. P. SMITH
(SEAL)

J. R. TOWNSEND COMPANY, INC.
W. H. ARTHUR Vice Pres.

Principal
GREAT AMERICAN INDEMNITY COMPANY (SEAL)
By L. DOSTER Surety
By E. K. JAMES
Attorneys-in-fact

ATTEST: _____

STATE OF CALIFORNIA }
County of San Diego } ss.

On this 28th day of January in the year one thousand nine hundred and forty-one, 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 29th day of January, 1941.

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

I hereby approve the foregoing bond this 29th day of January, 1941.

WALTER W. COOPER
City Manager

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 29th day of January, 1941, 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, INC., 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: 1 - white truck chassis model WA-114, complete with 6 man cab and special line body, complete unit to be painted red, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 325539.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit: Four Thousand One Hundred Ninety-four and 60/100 Dollars (\$4194.60) plus the California State Sales Tax in the amount of One Hundred Twenty-five and 84/100 Dollars \$125.84

Said contractor agrees to complete said delivery on or before the 15th day of March, 1941.

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: Four Thousand Three Hundred Twenty and 44/100 Dollars (\$4320.44), 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.

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. 73202 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 attached by its proper officers, thereunto duly authorized, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO.
By WALTER W. COOPER

City Manager

(SEAL) ATTEST:
B. P. SMITH

J. R. TOWNSEND COMPANY, INC.
W. H. ARTHUR Vice Pres.

Contractor

I hereby approve the form of the foregoing contract, this 29th day of January, 1941.

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. for one white truck chassis. Being Document No. 326292.

FRED W. SICK

City Clerk of the City of San Diego, California

By

Helen M. Willis

Deputy

PROJECT AGREEMENT - 1939-41 BIENNIUM

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, hereinafter referred to as the Department,

WITNESSETH, THAT, WHEREAS, a third supplemental memorandum of agreement for expenditure of funds accruing during the biennium ending June 30, 1941, and allocated under the provisions of Section 203 of the Streets and Highways Code upon State highways, was executed by the City August 13, 1940, and by the Department August 16, 1940, providing for the work described herein as projects 24 to 38 inclusive; and

WHEREAS, the City now desires that said agreement be amended and has submitted to the Department a supplemental program to decrease the amount programmed for projects 24 and 36, provide additional funds for projects 26, 27, 29, 32, and 34; revise the limits and provide additional funds for project 33, provide funds for the work hereinafter described as project 39, and provide for securing the right of way described in projects 32 and 33 for the City by the Department;

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 the work included in this agreement:

PROJECT	LOCATION	MILES	DESCRIPTION	AMOUNT
24	Rosecrans Ave., Rt. 12, from Lytton St. to Canon St.	1.88	Grade and pave: Surveys and plans (additional amount) Construction (additional amount)	\$ 5,545.84 115,129.64
25	State highway routes described below			
	(a) Work by City:		General maintenance except as described in project 25(b), July 1, 1939 to June 30, 1941	(City Funds)
	Rt. 2 (portion)	4.69		
	Rt. 12 (portion)	10.46		
	Rt. 77	0.25		
	Rt. 200 (portion)	5.34		
	Rt. 2	22.25	Paint traffic stripes and maintain signs	(City Funds)
	Rt. 12	14.80		
	Rt. 77	0.25		
	Rt. 200	5.72		
	(b) Work by Department:			
	Rt. 2 (portion)	17.56	General maintenance, July 1, 1939, to June 30, 1941	20,000.00
	Rt. 2 (portion)	1.07		100.00
	Rt. 12 (portion)	4.34		4,340.00
	Rt. 200 (portion)	0.38		500.00
26	Pacific Highway, Rt. 2, at Barnett Ave.:		Acquire additional right of way, pave, and construct traffic islands:	
	(a) Work by City		Right of way	2,000.00
	(b) Work by Department		(Surveys and plans Construction)	605.00 13,000.00
27	Rose Canyon Road, Rt. 2, at Miramar Road		Construct traffic islands: Surveys and plans Construction	550.00 8,250.00
28	El Cajon Ave., Rt. 12, from Euclid Ave. to College Way	1.59	Resurface and seal: Surveys and plans Construction	500.00 19,500.00
29	Pacific Highway, Rt. 2 west roadway, from Miramar Road to Torrey Pines Grade	2.40	Resurface existing pavement, grade, and surface shoulders: Surveys and plans Construction	435.00 14,900.00
30	Pacific Highway, Rt. 2, east roadway, from Miramar Road to Torrey Pines Grade	2.20	Apply seal coat: Surveys and plans Construction	50.00 3,950.00
31	Main St., Rt. 2, from Twenty-sixth St. to Thirty-second St.:		Acquire additional right of way, widen, and pave: Right of way (Surveys and plans Construction)	7,500.00 500.00 2,000.00
	(a) Work by City			
	(b) Work by Department			
32	Rt. 77, from Mission Valley Road to Broadway	3.50	Surveys and plans Right of way	6,500.00 35,000.00
33	Pacific Highway, Rt. 2, from Bean St. to San Diego River	1.86	Acquire additional right of way	25,000.00
34	Pacific Highway, Rt. 2, at Rosecrans St.		Construct traffic islands: Surveys and plans Construction	1,040.00 25,000.00
35	Pacific Highway, Rt. 2, at Station 154+50 in Rose Canyon		Place culvert: Surveys and plans Construction	100.00 2,000.00
36	Contingency projects			5,000.00
37	El Cajon Ave., Rt. 12, from Texas St. to Euclid Ave.	2.75	Repair pavement	1,473.34

38	Broadway, Rt. 200 from Pacific Highway to Twelfth St.	1.00	Resurface pavement: Surveys and plans Construction	200.00 10,000.00
39	Pacific Highway, Rt. 2, from San Diego River to Torrey Pines Grade	9.30	Construct berms and lengthen culverts	3,000.00
The State highway routes to be maintained under project 25 are described as follows:				Total \$ 333,668.82

Maintenance by City:

Route 2, Primary. Market Street, from Twelfth Street, Route 12, to Pacific Highway; a length of approximately 1.02 miles for this portion.

Route 2, Secondary. Main Street, from south city limits at Division Street to Sigsbee Street; along Sigsbee Street, from Main Street to National Avenue; along National Avenue, from Sigsbee Street to Twelfth Street; along Twelfth Street, from National Avenue to Market Street; a length of approximately 3.67 miles for this portion.

Route 12, Primary. Twelfth Street, from Market Street, Route 2, to Park Boulevard; along Park Boulevard, from Twelfth Street to El Cajon Avenue; along El Cajon Avenue, from Park Boulevard to Texas Street; also, El Cajon Avenue, from College Way to east city limits at Seventy-third Street; a length of approximately 5.34 miles for this portion.

Route 12, Secondary. Catalina Boulevard, from south city limits at United States Military Reservation to Canon Street; along Canon Street, from Catalina Boulevard to Rosecrans Street; along Rosecrans Street, from Canon Street to Lytton Street; along Lytton Street, from Rosecrans Street to Barnett Avenue; along Barnett Avenue, from Lytton Street to Pacific Highway, Route 2; a length of approximately 5.12 miles for this portion.

Route 77. Fairmount Avenue, from El Cajon Avenue, Route 12, to north city limits at Monroe Avenue; a length of approximately 0.25 mile.

Route 200. Broadway, from Pacific Highway, Route 2, to Thirtieth Street; along Thirtieth Street, from Broadway to F Street; along F Street, from Thirtieth Street to Sunrise Street; along Sunrise Street, from F Street to Federal Boulevard; along Federal Boulevard, from Sunrise Street to city limits at Euclid Avenue; a length of approximately 5.34 miles for this portion.

Traffic stripes are to be painted and signs are to be maintained by the City on the full lengths of the above routes.

Maintenance by the Department:

Route 2, Primary. Pacific Highway, from Market Street to north city limits at Sorrento Creek; a length of approximately 17.56 miles.

Route 12, Primary. El Cajon Avenue, from Texas Street to College Way, a length of approximately 4.34 miles for this portion.

Route 200. Federal Boulevard, from west city limits at Sixtieth Street to north city limits at Mallard Street; a length of approximately 0.38 mile for this portion.

ARTICLE II. MAINTENANCE

General maintenance of the streets comprising the State highway routes within the City, and the painting of traffic stripes and the maintenance of signs thereon, as described in project 25(a), will be performed by or under the direct supervision of the City.

Maintenance work shall 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 shall be made for the constant making of needed repairs to preserve a smooth surface, and the City hereby agrees that it will contribute sufficient money from other City funds for that 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 unsatisfactory and inadequate for the traffic needs and conditions thereon, and if the City does not correct the unsatisfactory condition after due notice thereof from the Department, the Department may enter upon the State highway routes and maintain the streets with its own forces, and the cost thereof will be defrayed from the 1/4 cent gas tax allocated under the provisions of Section 203 of the Streets and Highways Code.

General maintenance of the streets comprising the State highway routes within the City, as described in project 25(b), will be performed by or under the direct supervision of the Department. Maintenance work shall 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 shall be made for the constant making of needed repairs to preserve a smooth surface.

The maintenance described in project 25(b) may be performed by contract or by State forces as may, in the opinion of the Department, be for the best interests of the City and the Department.

Any equipment furnished by the Department for the maintenance described in project 25(b) will be charged for at the rental rates established by the Department.

ARTICLE III. SURVEYS AND PLANS

The Department will make the necessary surveys and plans for the work designated in projects 24, 26(b), 27, 28, 29, 30, 31(b), 32, 34, 35, and 38, and the cost thereof will be defrayed from the 1/4 cent gas tax allocated for expenditure upon State highways within the City.

ARTICLE IV. RIGHT OF WAY

The right of way designated in projects 26(a) and 31(a) 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 projects; court costs; and all other expense necessary or incidental to providing a right of way clear and free of all obstructions or encumbrances.

The right of way designated in projects 32 and 33 will be secured jointly by the City and the Department. The Department will prepare the deeds and will conduct the negotiations for the right of way up to placing the deeds in escrow. Title to the right of way will be taken in the name of the City, with the exception of excess land secured in connection with acquisition of rights of way but which are to be subsequently disposed of. Title to such excess land will be taken in the name of the State and the proceeds returned to the credit of the 1/4 cent State highway fund. The City will make payment for the property to the escrow agent from the funds as set forth under projects 32 and 33. 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 projects; court costs; and all other expense necessary or incidental to providing a right of way clear and free of all obstructions or encumbrances.

The cost of the work performed by the Department under projects 32 and 33 will be defrayed from the 1/4 cent gas tax allocated for expenditure upon State highways within the City.

It is understood and agreed that in the event any condemnation proceedings commenced by the City are abandoned, any costs or damages awarded in the said proceeding or in any other proceeding or action on account of such abandonment, will be paid out of the funds provided in this agreement for acquisition of right of way.

ARTICLE V. CONSTRUCTION

The City will construct or cause to be constructed by or under its direct supervision the improvements described in project 38 and purchase the materials for project 28, in accordance with the approved plans, specifications, and estimates therefor.

Plans, specifications, and a detailed estimate of cost shall 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 work is started; and no changes may be made in the approved plans or specifications without the prior approval of the Department.

The work described in project 38 shall be performed by contract unless the performance thereof by day labor shall be approved by the Department.

The work shall be done to the satisfaction of the Department and shall be subject at all times to inspection and approval by the authorized representatives of the Department.

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

Any City-owned equipment used for the work described in project 38 may be charged for upon a rental basis to cover depreciation and repairs in case rental rates already have been established by the City; otherwise, allowance for depreciation and repairs may be charged for as approved by the Department.

The Department will construct or cause to be constructed by or under its direct supervision the improvements described in projects 24, 26(b), 27, 28, 29, 30, 31(b), 34, 35, 37, and 39, in accordance with the approved plans, specifications, and estimates therefor.

Any minor changes 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 projects 24, 26(b), 27, 28, 29, 30, 31(b), 34, 35, 37, and 39, will be performed by contract or by State forces as may, in the opinion of the Department, be for the best interests of the City and the Department.

Any equipment furnished by the Department for the work described in projects 24, 26(b), 27, 28, 29, 30, 31(b), 34, 35, 37, and 39, will be charged for at the rental rates established by the Department.

ARTICLE VI. FUNDS

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

Unexpended under project 12	\$ 2,220.07
Unexpended under project 16	153.40
Unexpended under project 18	5,539.22
Unexpended under project 21	579.13
Unexpended under project 23	449.26
Accrued and unprogrammed to June 30, 1939	17,572.26
Estimated to accrue, 1939-41 biennium	310,080.00

Total \$ 336,593.34

The amount of \$333,668.82 is programmed to defray the cost of the work described in Article I.

The amount of \$5,000.00 provided for contingencies under project 36 is applicable to defray the cost of additional projects of an emergency nature or unforeseen contingencies which may arise on budgeted projects, and the written consent of the Department must be secured before any amount may be expended therefrom.

The biennial revenue and the amounts provided for each project listed 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.

Sufficient money to provide for the adequate maintenance of the State highway routes within the City during the biennium ending June 30, 1941, in addition to the amounts specified herein, will be contributed by the City.

The Department hereby delegates to the City the expenditure of the funds provided herein to defray the cost of the work described in projects 26(a), 31(a), 32, 33, and 38, and purchase the materials for project 28.

As the work progresses on projects 26(a), 28, 31(a), 32, 33, and 38, the Department 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 set forth herein, after deducting therefrom any expenditures made or to be made by the Department for projects 24, 25(b), 26(b), 27, 28, 29, 30, 31(b), 34, 35, 37, 39, and the acquisition of right of way for the City as designated in projects 32 and 33, 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, 1941, 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 the work described in projects 24, 25(b), 26(b), 27, 28, 29, 30, 31(b), 34, 35, 37, 39, and the acquisition of right of way for the City as designated in projects 32 and 33, from the funds provided herein.

All funds allocated under the provisions of Section 203 of the Streets and Highways Code in excess of such funds budgeted herein for expenditure, will accumulate for future budgeting and expenditure.

ARTICLE VII. FINAL REPORTS

The City will submit reports of expenditures 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 1/4 cent funds provided herein.

Annually, within sixty days after the close of the fiscal year ending June 30, the City shall submit to the Department a statement of expenditures made during the preceding year for the maintenance of each State highway route described in project 25(a).

Within sixty days after completion of each item of the budget described in projects 26(a), 31(a), 32, 33, and 38, and the purchase of materials for project 28, the City will submit to the Department a final report of expenditures made for such work.

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

Annually, within sixty days after the close of the fiscal year ending June 30, the Department shall submit to the City a statement of expenditures made during the preceding year for the maintenance of each State highway route described in project 25(b).

Within sixty days after completion of each item of the budget described in projects 24, 26(b), 27, 28, 29, 30, 31(b), 34, 35, 37, 39, and the acquisition of right of way for the City as designated in projects 32 and 33, the Department will submit to the City a final report of expenditures made for such work.

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. route shields or State route markers shall be installed without the approval of the Department; likewise, no signs as enumerated above will be installed by the Department and the cost defrayed from the 1/4 cent gas tax 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 are being conducted thereon in connection with construction or maintenance work between the curb lines.

It is understood and agreed that neither the State of California nor 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 22nd day of January, 1941, and the Department on the 28th day of January, 1941.

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

CITY OF SAN DIEGO
By WALTER W. COOPER
City Manager

Approved as to form and procedure:
C. C. CARLETON
Chief Attorney

STATE OF CALIFORNIA DEPARTMENT OF
PUBLIC WORKS DIVISION OF HIGHWAYS
By G. H. MC COY
Assistant State Highway Engineer

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 for State Highways; being Document No. 326406.

FRED W. SICK
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 31st day of January, 1941, 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 John Zweck, 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 1360 of the Pueblo Lands of San Diego, according to the Map thereof made by James Pascoe, filed as Miscellaneous Map No. 36, in the office of the County Recorder of San Diego County, California. For a term of one (1) years, beginning on the 1st day of February, 1941, and ending on the 31st day of January, 1942, 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 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 Ordinance No. 1482 (New Series).

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 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 WALTER W. COOPER
City Manager

I HEREBY APPROVE the form of the foregoing Lease this 5th day of February, 1941.
JOHN ZWECK, Lessee
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 John Zweck; being Document No. 326504.

FRED W. SICK
CITY CLERK OF THE CITY OF SAN DIEGO, CALIFORNIA

By Helen M. Willig Deputy

THIS INDENTURE made this 10th day of June, 1938, by and between UNION TRUST COMPANY OF SAN DIEGO, a corporation, as Executor of the Estate of J. F. CAREY, also known as JOSEPH F. CAREY, deceased, party of the first part, hereinafter called Lessor, and C. C. DEDRICK, party of the second part, hereinafter called Lessee;

W I T N E S S E T H:

THAT the said Lessor, in consideration of the payment of the rents, and the performance of the covenants hereinafter set forth, does hereby lease, let and demise unto said Lessee, upon the conditions hereinafter set forth, the following described property situated in the City of San Diego, County of San Diego, State of California, to-wit:

Lots Eight and Nine, in Block Fourteen, of Encanto Heights, in the City of San Diego, County of San Diego, State of California;

for the term of three years, commencing on the 10th day of June, 1938, at the total rental of SIX HUNDRED FORTY-EIGHT AND NO/100 DOLLARS (\$648.00), payable EIGHTEEN DOLLARS (\$18.00) per month, in advance, on the 10th day of each and every month.

The said Lessee hereby hires said above described premises from said Lessor upon the terms and conditions as herein mentioned, and agrees to pay Lessor the said monthly installments of rental, and each of them, on the 10th day of each and every month of said term, in lawful money of the United States, and to make said payments to said Lessor at the office of the Union Trust Company of San Diego, in the City of San Diego, California, unless otherwise directed in writing by the said Lessor to pay the same at some other place and, if so directed, to make such payments at the place or places as the said Lessor may in writing designate.

SAID LESSEE agrees to perform no act and to permit no act to be performed that will increase the fire risk, or that may be deemed extra-hazardous by the fire insurance underwriters, and also agrees that no responsibility for damage shall attach to the said Lessor by reason of injury or damage to person or property on said leased premises, and to protect, indemnify and save harmless the said Lessor against loss or damage occasioned by injury to person or property on said leased premises.

IT IS FURTHER EXPRESSLY AGREED by the parties hereto that said Lessee will keep in good order, condition and repair the said leased premises; it being expressly covenanted and agreed, however, that no repairs or alterations shall be made by Lessee without the written consent of the Lessor first had and obtained; and that said Lessee shall not commit, or suffer to be committed or made any strip or waste of said leased premises, or damage thereto, and that he will at all times take good care of said property and at the expiration of said term, or sooner termination of this lease, quit, deliver and surrender the said property to the said Lessor in as good condition, order and state of repair as the same now is, reasonable use and wear thereof, or damage by the elements or fire, excepted.

SAID LESSEE HEREBY FURTHER AGREES To pay all charges or rentals for electricity, gas or water used upon said premises, and that he will pay all of said charges before the same shall become delinquent.

SAID LESSEE agrees that during said term he will, at his own expense, keep each and every part of said premises in a clean, sanitary, wholesome condition, free from dirt and accumulation of waste or misuse of the premises or plumbing, and the Lessor shall not be held liable for the failure of the supply of water, nor for the supply of gas, electricity or power.

The Lessee hereby expressly waives the provisions of Section 1942 of the Civil Code of the State of California.

IT IS HEREBY EXPRESSLY COVENANTED AND AGREED by and between the parties hereto that said leased premises are to be used as a residence and for the conducting of a dairy business and matters in connection with, or convenient thereto, and that said Lessee will never conduct upon said premises any business which is illegal or prohibited by any Federal, State, City or County statute, rule or regulation.

IT IS FURTHER AGREED between the parties hereto that said Lessor, or any of its officers or agents shall have the right to enter upon said leased premises at any and all reasonable times to see that the same are kept in proper condition by said Lessee, and to see that the covenants of this lease are being kept and performed by the said Lessee.

THAT SAID LESSEE further agrees that in the event the said Lessor shall recover judgment against the Lessee, in any suit or action brought to terminate this lease, or to recover possession of the said leased premises, or to enforce any of the covenants hereof, that he, the said Lessee, will pay to the said Lessor, as attorneys' fees in such suit, a reasonable sum to be fixed by the court, and that judgment for such sum may be rendered and entered in said action.

IT IS FURTHER UNDERSTOOD AND AGREED that if any rent shall be due and unpaid, or if default be made in any of the covenants, terms and conditions of this lease on the part of the said Lessee, that the said Lessor may enter upon and take possession of said leased premises and property and remove all persons therefrom, and they shall be entitled to the immediate peaceable possession of the same, and said Lessee hereby agrees to deliver such possession to the said Lessor.

IT IS UNDERSTOOD AND AGREED that each, every and all of the terms and conditions of the foregoing lease shall be binding upon the heirs, legal representatives and assigns, grantees and successors of the respective parties hereto, and that time is and shall be of the essence of each, every and all of the covenants, agreements and conditions contained in this lease.

The Lessor, or any subsequent owner of the premises, upon making a contract for the sale or exchange of said leased lands, shall have the right to terminate and end this lease and the term hereby granted and all the right and interest of the Lessee under it by serving a notice to that effect upon the Lessee personally or by mailing the same addressed to the Lessee at the leased premises, and upon the expiration of sixty days after the delivery or mailing of said notice the term created by this lease and the tenancy hereunder and all of the Lessee's rights to the possession or occupancy of the leased premises shall cease, expire and come to an end. The Lessee covenants to execute, acknowledge and deliver a surrender and abandonment of this lease within five days after the expiration of said sixty day period.

THIS LEASE is made pursuant to an order of the Superior Court of the State of California, in and for the County of San Diego, in the matter of the Estate of J. F. Carey, also known as Joseph F. Carey, deceased, Probate No. 18647, made on June 10, 1938.

IN WITNESS WHEREOF the Union Trust Company of San Diego, as such Executor aforesaid, has caused this instrument to be executed by its proper officers thereunto duly authorized, and its corporate seal to be affixed hereto the day and year first above written, and the said party of the second part has hereunto set his hand and seal the day and year first above written.

(SEAL)
C. C. DEDRICK,
CLARK C. DEDRICK
Party of the Second Part.

UNION TRUST COMPANY OF SAN DIEGO,
As Executor of the Estate of
J. F. Carey, also known as
Joseph F. Carey, deceased,
By F. G. FORWARD Vice President
By W. H. FERRY Assistant Secretary
Party of the First Part

STATE OF CALIFORNIA, }
County of San Diego. } ss.

On this 14th day of June 1938, before me, G. LEONA Du PAUL, a notary public in and for said County and State, personally appeared C. C. DEDRICK, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same. WITNESS my hand and official seal the day and year in this certificate first above written.

(SEAL) 1978
My Commission expires _____

G. LEONA DuPAUL
Notary Public in and for said County and State

STATE OF CALIFORNIA, }
County of San Diego. } ss.

On this 14th day of June, in the year One Thousand Nine Hundred and Thirty-eight, before me, G. Leona Du Paul, a Notary Public in and for said County and State, personally appeared F. G. Forward, known to me to be the Vice President, and W. H. Ferry, known to me to be the Assistant Secretary of the Corporation that executed the within instrument, known to me as Executor of the Estate of J. F. Carey, also known as Joseph F. Carey, deceased, 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 such Executor.

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

(SEAL) 1978
Notary Public in and for said County and State.
ASSIGNMENT

UNION TITLE INSURANCE AND TRUST COMPANY hereby assigns all of its right, title and interest in the attached lease to the City of San Diego, a municipal corporation.
DATED: January 18, 1941.

(SEAL)

UNION TITLE INSURANCE AND TRUST COMPANY
By C. G. MERRILL Vice President
By J. H. THOMPSON JR. Assistant Secretary

RECORDED JAN 23 1941 56 min. past 9 A.M. in Book 1118 at Page 422 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, California
I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of assignment of lease from Union Title Insurance & Trust Co. on Lots 8 & 9 Block 14 Encanto with C. C. Dedrick. Being Document No. 326038.

FRED W. SICK
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 31st day of January, 1941, 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 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 1102 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 the County Recorder of San Diego County, California, subject to all existing liens and encumbrances, 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 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, a distance of 295.32 feet to the point of commencement; For a term of one (1) years, beginning on the 1st day of February, 1941, and ending on the 31st day of January, 1942; 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 sand, earth material, 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, and remove said sand and 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 Ordinance No. 1482 (New Series).

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 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 named, the day and year first hereinabove written.

THE CITY OF SAN DIEGO, Lessor,
By WALTER W. COOPER City Manager

HARVEY D. ALLEN, Lessee

I HEREBY APPROVE the form of the foregoing Lease this 5th day of February, 1941.

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 Harvey D. Allen with the City of San Diego; being Document No. 326503.

FRED W. SICK

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 4th day of February, 1941, by and between THE CITY OF SAN DIEGO, State of California, hereinafter designated as the "City", and BOYS' CLUB OF SAN DIEGO, CALIFORNIA, INCORPORATED, of said City and State, hereinafter designated as the "Lessee", WITNESSETH:

THAT WHEREAS, said Lessee is desirous of leasing from the City certain real property, for the purpose of constructing or erecting a building or club house thereon, to be used exclusively for promoting the physical, mental and moral well-being of the boys of The City of San Diego, and particularly for such boys in the immediate vicinity thereof; and

WHEREAS, the use of said property for the purposes aforesaid will promote the general welfare of all the inhabitants of The City of San Diego; NOW, THEREFORE,

For and in consideration of said premises, and in further consideration of the covenants and agreements to be performed by the parties hereto as hereinafter set forth, the City does by these presents lease, demise and let unto the said Lessee the following described property situated in the City of San Diego, County of San Diego, State of California, to-wit:

Those portions of Lots P, Q, R, S, T, U, V, W and X, Block 10, and those portions of Lots C, D, E, F, G, H, I, J, K, Q, R, S, T, U, V and W, Block 12, La Binda Park, according to the Map thereof No. 1538 filed in the Office of the County Clerk, County of San Diego, California, together with those portions of Greely Court, formerly Ivy Court, vacated and closed to public highway use, lying contiguous to and adjoining Lots P to X, inclusive, said Block 10 and Lots C to K, inclusive, said Block 12, included within the exterior boundary lines of the tract or parcel of land particularly described as follows, to-wit:

Commencing at a point on the south line of Block 12, said La Binda Park, distant 139.95 feet west from the southeast corner of said Block 12, said point of commencement also being the southeast corner of Lot W, said Block 12; thence north along the east line of Lot W, said Block 12, being also along a line parallel with the east line of said Block 12, a distance of 20.00 feet to the TRUE POINT OF COMMENCEMENT; thence continuing north on a line parallel with the east line of said Block 12, being also along the east line of said Lots W and J, said Block 12, a distance of 145.00 feet to a point; thence east on a line parallel with the south line of said Block 12, a distance of 25.00 feet to a point; thence north on a line parallel with the east line of said Block 12, and the northern prolongation of the east line of said Block 12 and parallel with the east line of said Block 10, a distance of 115.00 feet to a point; thence west on a line parallel with the south line of said Block 12, a distance of 360.00 feet to a point; thence south on a line parallel with the east line of said Block 10 and the southern prolongation of the east line of said Block 10 and parallel with the east line of said Block 12, a distance of 115.00 feet to a point; thence east on a line parallel with the south line of said Block 12, a distance of 50.00 feet to a point; thence south on a line parallel with the east line of said Block 12, a distance of 145.00 feet to a point; thence east on a line parallel with the south line of said Block 12, a distance of 285.00 feet to the True Point of Commencement; containing 1.89 acres of land, more or less.

for a term of fifty (50) years from the date hereof, at a rental of One Hundred Dollars (\$100.00) per annum, payable monthly, the first payment to be made upon the execution hereof and thereafter in advance on the first day of each and every month following.

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

I.

That the above described premises are leased to said Lessee by said City for the construction by said Lessee of a suitable building or club house to be used exclusively, and for no other purpose, in promoting the physical, mental and moral well-being of the boys of The City of

The City of San Diego, and providing such means of education, wholesome recreation and proper guidance as may seem most likely and desirable for the accomplishment of the purposes herein set forth.

II.

That this lease shall not be assigned or transferred, nor shall said Lessee have the right to sublet the leased premises or any part thereof, without the consent in writing of the City Council of said City evidenced by a resolution thereof duly adopted for said purpose.

III.

Said Lessee shall bear the entire expenses arising by reason of the construction of said proposed building and/or any improvements on said premises, and said building and improvements shall conform with all the requirements of the laws of the State of California and ordinances of The City of San Diego in connection therewith and in the operation and maintenance thereof.

IV.

The City shall not be liable for the repair or upkeep and/or maintenance of any improvements to be located on said premises as aforesaid.

V.

Lessee agrees to make suitable provision, by ample insurance coverage or otherwise, to save the City harmless by reason of any negligent act or omission on the part of said Lessee, its agents and employees, arising out of the use and maintenance of said premises and the improvements thereon.

VI.

The City, by and through its proper officers, reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of same and the operation and maintenance thereof.

VII.

That said lessee, paying said rent and performing the covenants and agreements contained herein, shall and may at all times during said term peaceably and quietly have, hold and enjoy the said premises for the term aforesaid, except as hereinafter provided.

VIII.

Lessee agrees to commence the construction of the improvements referred to herein within a reasonable time from the date hereof, and expressly agrees to complete the same within three (3) years from the date hereof.

IX.

If the Lessee shall commit a breach of, or shall fail in the performance of, any covenants, conditions, provisions or terms contained in this lease, the City may terminate and end this lease, and the term and the estate hereby granted, and all rights and interest hereunder, by giving to the Lessee five (5) days' written notice of the City's election to terminate this lease; and, at the expiration of the five (5) days specified in said notice, this lease, and the term and estate hereby granted, and all right and interest of the Lessee thereunder, shall cease, end and expire.

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

X.

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.

IN WITNESS WHEREOF, this agreement is executed by The City of San Diego, acting by and through a majority of the members of its City Council, under and pursuant to a resolution of said 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, Lessor

By P. J. BENBOUGH

FRED W. SIMPSON

L. F. WEGGENMAN

ADDISON E. HOUSH

ERNEST J. BOUD

HARLEY E. KNOX

A. E. FLOWERS

Members of the Council

(SEAL)

ATTEST: FRED W. SICK
City Clerk.

BOYS' CLUB OF SAN DIEGO, CALIFORNIA,
INCORPORATED, Lessee

By WILLIAM J. OAKES President

ATTEST:

IRVING E. FRIEDMAN
Secretary

I HEREBY APPROVE the form of the foregoing Lease, this 30th day of January, 1941.

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 Boys' Club of San Diego, California, Incorporated; being Document No. 326557.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patton Deputy

L E A S E

THIS AGREEMENT, made and entered into this 13th day of February, 1941, 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 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:

All that portion of Pueblo Lot 1102 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 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 highways; for a term of one (1) years, beginning on the 1st day of February, 1941, and ending on the 31st day of January, 1942, 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 Council of said City.

Third. That the City reserves all sand, earth material, 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, and remove said sand and 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 Ordinance No. 1482 (New Series).

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 further understood and agreed that if the Lessor 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 WALTER W. COOPER City Manager
EDWARD METCALF Lessee

I HEREBY APPROVE the form of the foregoing Lease this 14th day of February, 1941.

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 Edward Metcalf; being Document No. 326774.

FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

L E A S E

THIS INDENTURE OF LEASE, made and entered into this 20th day of February, 1941, by and between THE CITY OF SAN DIEGO, a municipal corporation within 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 THE SUN HARBOR PACKING CO., a corporation organized and existing under and by virtue of the laws of the State of California, as Lessee, hereinafter called the "Company," WITNESSETH:

That the City, lessor as aforesaid, does by these presents demise and lease unto the Company, lessee as aforesaid, upon the terms and conditions and for the purposes and uses hereinafter recited, and the Company hereby hires and accepts from the City, upon the terms and conditions and for the uses and purposes hereinafter recited, the 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 of California, 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 providing for the government, management and control thereof," approved on the 1st day of May, 1911, and as subsequently amended, said property being particularly described as follows, to-wit:

PARCEL NO. 1: Beginning at a point on the U. S. Bulkhead Line, as said U. S. Bulkhead Line is now established for the Bay of San Diego, distant 164.70 feet northwesterly from U. S. Bulkhead Station 186; thence at right angles north $39^{\circ} 10'$ east a distance of 519.29 feet, more or less, to a point on 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 following along the said Mean High Tide Line, as follows: 1st, north $55^{\circ} 48' 20''$ west a distance of 66.41 feet; thence north $52^{\circ} 32' 50''$ west a distance of 100.013 feet; thence north $48^{\circ} 18' 50''$ west a distance of 8.89 feet to a point; thence leaving the said Mean High Tide Line, south $39^{\circ} 10'$ west a distance of 510.93 feet, more or less, to a point on the said U. S. Bulkhead Line; thence south $50^{\circ} 50'$ east along the said U. S. Bulkhead Line to the point or place of beginning, containing an area of 90,000 square feet.

PARCEL NO. 2:

Beginning at a point on the U. S. Bulkhead Line, as said U. S. Bulkhead Line is now established for the Bay of San Diego, distant 209.70 feet northwesterly from U. S. Bulkhead Station 185; thence at right angles south $39^{\circ} 10'$ west a distance of 300 feet to a point; thence north

50° 50' west a distance of 70 feet to a point; thence north 39° 10' east a distance of 200 feet to a point; thence north 50° 50' west a distance of 60 feet to a point; thence north 39° 10' east a distance of 100 feet, more or less, to a point on the said U. S. Bulkhead Line; thence south 50° 50' east along said U. S. Bulkhead Line to the point or place of beginning, containing a tideland water area of 27,000 square feet.

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, and each and every parcel thereof, unto the said lessee for a term commencing on the 1st day of March, 1941, and terminating on the 28th day of February, 1951, unless sooner terminated as herein provided, at the following rentals:

For the first five (5) years of said term, one cent (1¢) per square foot per year for the premises hereinbefore described as Parcel No. 1;

For the second five (5) years of said term, two cents (2¢) per square foot per year for the premises hereinbefore described as Parcel No. 1;

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 written consent of the lessor. Provided, however, that said City shall not refuse or withhold its approval to an assignment or transfer of this lease to an assignee conducting a packing business similar to that conducted or to be conducted on the leased premises by said Company, and whose financial standing and responsibility is at least equal to the present financial standing and responsibility of the lessee herein.

In addition to the foregoing provisions, it is hereby agreed by the parties hereto that the same is granted and accepted upon the further terms and conditions, to-wit:

(1) That the demised premises hereinabove described as Parcel No. 1 shall be used only and exclusively for the operation and maintenance thereon of a fish packing plant, including all activities connected therewith and convenient thereto; provided that all such activities shall comply with all health laws and with the requirements and regulations of the Public Health authorities, and shall never be permitted to constitute a public nuisance.

That the demised premises hereinabove described as Parcel No. 2 shall be used only and exclusively for the maintenance and operation of a wharf and other structures necessary for the loading and unloading of boats in connection with said fish packing business.

(2) all new buildings to be erected upon the lands included in this lease shall be in accordance with all valid City ordinances and regulations having application thereto, and that the plans therefor shall, prior to the erection of such buildings or structures, be submitted to and approved by the Harbor Commission and Planning Commission of said City.

(3) The City reserves the right to construct seawalls, docks and wharves on the bayside of the demised premises, and also reserves the right to lay and maintain water or sewer pipes across any of the premises occupied or to be occupied by the Company hereunder, provided that said Company shall not be disturbed in the possession and use of said premises to any greater degree than may be necessary for such purposes.

(4) The lessor shall at all times during ordinary business hours be authorized to enter upon and inspect such premises by its properly authorized representatives.

(5) The Company shall indemnify and keep the City harmless from any claims, costs or judgments proximately resulting from its operations and occupancy under the terms hereof; provided, however, that prompt notice of any such claim as may be filed with the City shall be given to the Company, and it shall be afforded the timely privilege and option of defending the same.

(6) All buildings, structures and improvements placed by the Company on said premises, and all equipment installed on said premises by the Company shall remain the property of the Company, and upon the termination of this lease, said buildings, improvements, structures and equipment shall be removed from said premises by the Company, or otherwise disposed of within a reasonable time after termination hereof; subject, however, to any constitutional, statutory or contract lien which the City may have for unpaid rents or charges.

(7) In event of breach by the Company of the covenants herein contained, the City may serve notice in writing upon the Company that if such breach is not cured within a sixty (60) day period, the City may declare this lease at an end, and upon such a declaration by the City of its termination of this lease, the said Company shall remove from the said demised premises and have no further right or claim thereto, and the City shall immediately thereupon, without recourse to the Courts, have the right to take possession of said premises, and said Company shall forfeit all rights and claims thereto and thereunder; provided, however, that in the event of a termination of this lease as in this paragraph provided, the Company may within such reasonable time as the Harbor Commission may designate, remove all buildings, improvements, structures and equipment and other personal property of the Company from the premises herein leased, or otherwise dispose of the same; provided, further, that no such termination shall in any wise relieve the Company from the obligation to pay any rentals and charges accrued and unpaid up to the time thereof.

(8) If at any time during the term of this lease the tenancy hereunder shall interfere with the use of any of the tidelands of San Diego Bay lying bayward of the bulkhead line, as now established, for navigation, commerce and fisheries, or in any manner become inconsistent with the trusts under which the said tidelands are held from the State of California, the City shall have the right to terminate this lease upon one year's notice and the payment to the Company of reasonable compensation, which shall be based upon and limited to compensation for the actual value at the time of the termination of this lease of such buildings, structures and physical improvements placed upon the demised premises by the Company, as are authorized or permitted under the terms of this lease, and shall not be held to include or require compensation to be paid in any amount to said Company for any damage to or interference with, or loss of business or franchise, occasioned by any such termination.

(9) 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, acting for and on behalf of said City, have hereunto subscribed their names as and for the act of said City, and the said 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, and this instrument, when so executed, shall be deemed effective from the date first hereinabove written. This instrument is executed in duplicate, both of which shall be deemed originals.

THE CITY OF SAN DIEGO Lessor

By R. H. VAN DEMAN

EMIL KLICKA

WILLIAM HARPER

Members of the Harbor Commission of
The City of San Diego.

ATTEST: A. W. SIBLEY
Secy-Treas.

I hereby approve the form of the foregoing Lease, this 20th day of February, 1941.
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 The Sun Harbor Packing Co. on certain tidelands; being Document No. 326919.

FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

L E A S E

THIS AGREEMENT, made and entered into this 3rd day of March, 1941, 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, 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:

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 1974.37 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; containing 11 acres of land, more or less.

For a term of three (3) years, beginning on the 1st day of February, 1941, and ending on the 31st day of January, 1944, at the following rentals: Twenty Dollars (\$20.00) 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 Ordinance No. 1482 (New Series).

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 Resolution No. 73514 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 WALTER W. COOPER City Manager
G. E. PHILBROOK Lessee
D. L. AULT, City Attorney
By J. H. McKINNEY Deputy City Attorney

I hereby approve the form of the foregoing Lease this 4th day of March, 1941.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with G. E. Philbrook. Being Document No. 326934.

FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

L E A S E

THIS AGREEMENT, made and entered into this 28th day of February, 1941, 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, 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:

The NW 1/4 of the NE 1/4; NE 1/4 of the NW 1/4 and S 1/2 of the NW 1/4 of Section 20, Twp. 17 South, Range 4 East, S.B.M., being 160 acres of land, more or less,

For a term of three (3) years, beginning on the 1st day of February, 1941, and ending on the 31st day of January, 1944, at the following rentals: One Hundred Dollars (\$100.00) 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/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 Ordinance No. 1482 (New Series).

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 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. 73398 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 WALTER W. COOPER City Manager

CLEM SALAZAR Lessee

I HEREBY APPROVE the form of the foregoing Lease this 3 day of March, 1941.

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 Clem Salazar; being Document No. 327141.

FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

L E A S E

THIS AGREEMENT, made and entered into this 6th day of March, 1941, 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 WILMA HUDSON, 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, 1941, and ending on the 31st day of March, 1943, at the following rentals: Forty Dollars (\$40.00) payable on the 1st day of April, 1941, and Forty Dollars (\$40.00) 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. 1482 (New Series).

(5) That the Lessee shall maintain the leased premises in good repair and tenantable 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 her name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO,
By WALTER W. COOPER, City Manager

WILMA HUDSON Lessee

I hereby approve the form of the foregoing Lease this 8th 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 Lease with Wilma Hudson; being Document No. 327240.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

AGREEMENT FOR MODIFICATION OF LEASE

THIS AGREEMENT, made and entered into this 21st day of February, 1941, by and between THE CITY OF SAN DIEGO, acting by and through the members of the Harbor Commission of said City, party of the first part, hereinafter referred to as the City, and MICHAEL J. WALSH, party of the second part, WITNESSETH:

WHEREAS, The City of San Diego, as lessor, and the said Michael J. Walsh, as lessee, heretofore on the 15th day of December, 1935, entered into a lease of certain tidelands of said City; which said lease is on file in the office of the City Clerk as Document No. 295757, and recorded in Book 9, page 25, et seq., Records of the City Clerk; and

WHEREAS, said City and said Michael J. Walsh are mutually desirous of amending and modifying said lease in certain particulars hereinafter set forth, wherein and whereby a portion of the leased premises shall be released and excluded from the operation of said lease, and the rentals paid under said lease readjusted;

NOW, THEREFORE, in consideration of the premises and of the matters and things herein-after recited and the mutual consent of the parties, said above described lease is hereby modified and amended in the following particulars and none other:

(1) That the description of the leased premises set forth on page 1 of said lease is hereby changed to read as follows:

"Beginning at Station #185 on the U. S. Bulkhead Line, as said U. S. Bulkhead Line is now established for the Bay of San Diego; thence north 39° 10' east a distance of 140 feet to the true point or place of beginning; thence north 50° 50' west a distance of 140.50 feet to a point; thence at right angles north 39° 10' east a distance of 100 feet to a point; thence south 50° 50' east a distance of 200 feet to a point; thence at right angles south 39° 10' west a distance of 100 feet to a point; thence at right angles north 50° 50' west a distance of 59.50 feet to the true point or place of beginning, containing a tideland area of 20,000 square feet.

(2) The rentals reserved on page 2 of said lease are hereby changed to read as follows:

"The sum of sixty-five dollars (\$65.00) per month."

(3) The plat marked "Exhibit A," attached to and made a part of said lease is hereby amended and supplemented by a plat attached hereto, marked "Exhibit B," and made a part hereof, designating and showing the parcel of land described in said lease as hereby amended.

It is mutually understood and agreed that the amendments to said lease herein provided for shall become effective upon the first day of March, 1941.

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 party of the second part has hereunto subscribed his name 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

WILLIAM HARPER

EMIL KLIKA

Members of the Harbor Commission of
The City of San Diego

MICHAEL J. WALSH

Approved as to form:

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 Tide-land Lease with Michael J. Walsh; being Document No. 327494.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

NOTICE OF EXERCISE OF OPTION

TO THE HONORABLE, THE MAYOR AND THE COUNCIL
OF THE CITY OF SAN DIEGO:

Gentlemen:

WHEREAS, on the 14th day of May, 1940, THE CITY OF SAN DIEGO, a municipal corporation, as party of the first part, entered into a written lease agreement with WAYNE W. DAILARD, WARREN WORCESTER and CURTIS COLEMAN, as lessees, parties of the second part, wherein and whereby the said CITY OF SAN DIEGO let to lessees, and the lessees took and accepted from said City, for the term of one (1) year, beginning on the 29th day of May, 1940, and ending on the 28th day of May, 1941, the premises and improvements known as Mission Beach Amusement Center, described in that certain Agreement dated August 7, 1937, between the State Park Commissioner of California and the City of San Diego, together with all amusement devices and equipment thereon or therein located belonging to the City, with certain exceptions specifically stated in said lease, and

WHEREAS, on the second page of said lease, in the first Paragraph thereof, the said City of San Diego granted to the lessees the privilege and option of the leased premises for an additional year (May 29, 1941, to May 28, 1942) on terms and conditions equitable to the lessees as well as the City, with rentals not higher than in the present lease, provided said option should be exercised in writing by the lessees prior to September 9, 1940;

NOW, THEREFORE, please take notice that the undersigned lessees hereby, herewith and herein exercise the said option as aforesaid, and herewith express their willingness and desire to discuss with the proper and duly authorized representatives of said City the terms and conditions of a new lease for a period of one (1) year, from May 29, 1941, to May 28, 1942, said terms and conditions to be as equitable to the lessees as to the City, and with rentals not higher than set by the present existing lease between the parties.

RESPECTFULLY SUBMITTED this 26th day of August, 1940.

WAYNE W. DAILARD
WARREN B. WORCESTER
CURTIS COLEMAN

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Notice of Exercise of Option by Wayne W. Dailard et al on lease covering Mission Beach Amusement Center; being Document No. 322609.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

L E A S E

THIS AGREEMENT, made and entered into this 6th day of March, 1940, 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 JULIA S. G. PORTER, 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:

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. 1A; 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 425.20 feet; thence North 84° 05' West 80.0 feet; thence North 5° 55' East a distance of 364 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 three (3) years, beginning on the 1st day of November, 1940, and ending on the 30th day of October, 1943, at the following rentals: Twenty Dollars (\$20.00) 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/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 Ordinance No. 1482 (New Series).

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.

thence
South
6°42'E
along
the
center
line of
Mission
Road
No.1-A

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. 72853 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 WALTER W. COOPER, City Manager

JULIA S. G. PORTER
Lessee

I HEREBY APPROVE the form of the foregoing Lease this 10th day of December, 1940.

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 Julia S. G. Porter; being Document No. 327248.

FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

CONTRACTOR

Lease No. W 59 qm-714
O.I.No. 139

LEASE BETWEEN THE CITY OF SAN DIEGO, A MUNICIPAL CORPORATION IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AND THE UNITED STATES OF AMERICA.

1. THIS LEASE, made and entered into this 30th day of October, in the year one thousand nine hundred and forty, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the Lessor, and THE UNITED STATES OF AMERICA, hereinafter called the Government, WITNESSETH:

2. The Lessor hereby leases to the Government the following described premises, viz:

PARCEL NO. 1:

Those portions of Pueblo Lots 1314, 1323, 1326, 1330, 1331 and that portion of the south half of Pueblo Lot 1333 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 the County Recorder of San Diego County, California, lying westerly from a line drawn parallel with and distant 100.00 feet westerly from and at right angles to the center line of Pacific Highway as located and established at the date of this lease, between the south line of said Pueblo Lot 1314 and the east and west center line of said Pueblo Lot 1333, EXCEPTING AND RESERVING from this lease the following described lands and rights of way:

(a) All those portions of the south half of said Pueblo Lot 1333 and said Pueblo Lot 1331 included within the exterior boundary lines of Torrey Pines Park;

(b) A parcel of land in Pueblo Lot 1331, particularly described as follows, to-wit:

Commencing at the point of intersection of the north line of said Pueblo Lot 1331 with the westerly line of said Pacific Highway; thence southerly along the westerly line of said Pacific Highway, a distance of 390.00 feet to a point; thence westerly on a line at right angles to the westerly line of said Pacific Highway to a point distant 100.00 feet westerly at right angles from the center line of said Pacific Highway, the true point of commencement; thence southerly on a line parallel with the center line of said Pacific Highway a distance of 200.00 feet to a point; thence westerly on a line at right angles to said last described line to a point distant 50.00 feet westerly from and at right angles to the westerly line of said Pacific Highway; thence northerly on a line parallel with the center line of said Pacific Highway a distance of 200.00 feet to a point; thence easterly on a direct line to the true point of commencement, containing 0.12 of an acre, more or less;

(c) A right of way with the right of ingress and egress for the purposes of operation, maintenance, reconstruction and inspection of the existing water pipe line or lines through, over, and across the east 20.00 feet of the west 25.00 feet of said Pueblo Lots 1314, 1323, 1326 and 1330;

PARCEL NO. 2:

Those portions of Pueblo Lots 1324 and 1325 of the Pueblo Lands of San Diego, according to the said map thereof made by James Pascoe, not included within the exterior boundaries of Torrey Pines Park;

PARCEL NO. 3:

Those portions of said Pueblo Lots 1323 and 1326 lying easterly from a line drawn parallel with and distant 100.00 feet easterly at right angles from the center line of said Pacific Highway through said Pueblo Lots 1323 and 1326, EXCEPTING AND RESERVING from this lease the following described lands:

(a) All that land described in Lease between The City of San Diego, Lessor, and The United States of America, Lessee, filed under Document No. 315131, in the Office of the City Clerk of said City of San Diego, lying within said Pueblo Lot 1326;

PARCEL NO. 4:

That portion of said Pueblo Lot 1314 lying easterly from a line drawn parallel with and distant 100.00 feet easterly at right angles from the center line of said Pacific Highway and lying westerly, northwesterly and northerly from the westerly and northwesterly line of Sorrento Road, as located and established at the date of this lease;

PARCEL NO. 5:

That portion of Pueblo Lot 1311 of the Pueblo Lands of San Diego, according to the said Map thereof made by James Pascoe, bounded on the north by the north line of said Pueblo Lot 1311, on the west by the west line of said Pueblo Lot 1311, and on the east, southeast and south by the following described line: Commencing at a point on the north line of said Pueblo Lot 1311 distant 100.00 feet westerly at right angles from the west line of Torrey Pines Road, as located and established at the date of this lease; thence southerly and southwesterly on a line parallel and concentric with and distant 100.00 feet westerly and northwesterly from the westerly line of said Torrey Pines Road and the northwesterly line of La Jolla Shores Drive, as located and established at the date of this lease, EXCEPTING AND RESERVING from this lease the following described right of way:

(a) A right of way with the right of ingress and egress, for the purpose of operation, maintenance, reconstruction and inspection of the existing water pipe line or lines through, over, and across the east 20.00 feet of the west 25.00 feet of said above described portion of said Pueblo Lot 1311;

Containing in all 710 acres, more or less; to be used exclusively for the following purposes: Cantonment area and gun firing positions for the armed forces of the Government.

3. TO HAVE AND TO HOLD the said premises, with their appurtenances, for the term beginning October 30th, 1940, and ending June 30, 1941.

4. The Government shall not assign this lease in any event, and shall not sublet the demised premises, and shall not permit the use of said premises by any one other than the Government, and the agents and servants of the Government.

5. This lease may at the option of the Government be renewed from year to year at a rental of One Dollar (\$1.00) per annum, and otherwise upon the terms and conditions herein specified, provided notice be given in writing to the Lessor at least sixty (60) days before this lease or any renewal thereof would otherwise expire; provided that no renewal thereof shall extend the period of occupancy of the premises beyond the 30th day of June, 1945.

6. The Government shall not erect any buildings or structures on the leased premises within one hundred (100) feet of State Highway No. 101.

7. The fence to be erected by the Government enclosing said premises shall be not less than one hundred (100) feet from the center line of State Highway No. 101 and La Jolla Road.

8. The Government shall be permitted to have not more than two (2) entrances from each side of the leased premises to State Highway No. 101.

9. The Lessor will permit the Government to take water for its requirements from the Lessor's existing watermains or tanks, such water to be metered and paid for by the Government at the rates established therefor by City Ordinance. In this connection it is understood and agreed that the Lessor shall be under no obligation to extend its existing water distribution lines in order to supply the Government with water.

10. The Government shall have the right during the existence of this lease to attach fixtures and erect structures or signs in or upon the premises hereby leased, which structures or signs so placed in or upon or attached to the said premises shall be and remain the property of the Government, and shall be removed therefrom by the Government prior to or within a reasonable time after the termination of this lease; and the Government, if required by the Lessor, shall before the expiration of this lease or renewal thereof restore the premises to the same condition as that existing at the time of entering upon the same under this lease.

11. The Government shall pay the Lessor for the use of the premises rent at the following rate: One Dollar (\$1.00) per annum. The Finance Officer, U. S. Army, Ft. McArthur, California, is hereby designated to pay said rental. Payment shall be made at the end of each fiscal year as of June 30th.

12. 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. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the lease be for the general benefit of such corporation or company.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

(SEAL)

ATTEST: FRED W. SICK
City Clerk

THE CITY OF SAN DIEGO
By WALTER W. COOPER

THE UNITED STATES OF AMERICA
By R. V. PERRY, Major, QM Corps
Contracting Officer

I HEREBY APPROVE the form of the foregoing Lease, this 30th day of October, 1940.

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

Assistant City Attorney

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to Procurement Authority QM 7675 P 11-1111 A0571.002-N the available balance of which is sufficient to cover cost of same.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with United States of America covering Camp Callan Site; being Document No. 327283.

FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Patton Deputy

PREFERENTIAL, NON-EXCLUSIVE USE AND OCCUPANCY PERMIT

THIS PERMIT AGREEMENT, made this 27th day of January, 1941, between THE CITY OF SAN DIEGO, acting by and through the Director of Parks thereof, hereinafter sometimes designated as the "City", party of the first part, and JUNIOR ADVERTISING CLUB, a non-profit organization, 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 operating and maintaining an information service in Balboa Park;

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 revocable, preferential, but non-exclusive, permit for the use and occupancy of the Bank of America 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) Said building shall be used for the operation and maintenance therein of an information service for the benefit of the patrons of Balboa Park.

(2) Party of the second part shall save the City harmless from any claim of damage or injury to persons 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 at its own cost and expense, and not at the expense of the City, operate and maintain an information service for the benefit of patrons of the park, and such service shall be in lieu of any rental to be paid for the use of said building.

(5) That the party of the second part shall not be responsible for any charges for light, heat, and water furnished for or by reason of such occupancy, nor for any insurance on the premises occupied by the said party of the second part.

(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 purpose for which the same are allocated. Any such restriction 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 Director of Parks of said City, party of the first part, and the party of the second part has caused this agreement to be executed and its name and seal to be hereunto affixed by its proper officers thereunto duly authorized, this 27th day of January, 1941.

THE CITY OF SAN DIEGO
By W. ALLEN PERRY
Director of Parks
JUNIOR ADVERTISING CLUB
By J WALKER HUMPHREY
Chairman

Names of Associates
COLON L PIERCE - Pres.
VIRGINIA SALMAN BURDETTE - Vice.Pres.
W. H. SANTREY, Program Chairman

I hereby approve the form of the foregoing Preferential Non-exclusive Use and Occupancy Permit this 27th day of January, 1941.

D. L. AULT
City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Use and Occupancy Permit with Junior Advertising Club; being Document No. 327502.

FRED W. SICK
City Clerk of the City of San Diego, California
By Francis T. Patterson Deputy

A G R E E M E N T

WHEREAS, HAROLD A. STEPHENS is the owner of Lots 5, 6 & 7 Block 1 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 13 day of December 1940, by _____ that _____ will, for and in consideration of the permission granted _____ to remove 16 feet of curbing on El Cajon Ave. adjacent to the above described property, bind _____ to, and _____ 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 my 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 _____ 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.

HAROLD A. STEPHENS
5625 El Cajon Blvd.

STATE OF CALIFORNIA, }
County of San Diego } ss.

On this 13th day of December A.D. Nineteen Hundred and Forty, before me, W. A. Wiedenbeck, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Harold A. Stephens 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) W. A. WIEDENBECK
Notary Public in and for the County of San Diego
State of California

My Commission expires March 25, 1941.
RECORDED FEB 6 1941 38 min. past 2 P.M. in Book 1124 at Page 470 of Official Records,
San Diego Co. Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy GLEN L. STRAW
JEANNETTE L. SELTZER

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 Harold A. Stephens to the City of San Diego; being Document No. 326463.

FRED W. SICK
City Clerk of the City of San Diego, California
By Francis T. Patterson Deputy

A G R E E M E N T

WHEREAS, Frederick W. Taylor is the owner of Lot 1 Block 410 Old 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 6th day of February, 1941, by Frederick W. Taylor that he will, for and in consideration of the permission granted him to remove 57'-0 feet of curbing on Taylor St. 10'-0 on Juan St. adjacent to the above described property, binds Frederick W. Taylor 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.

Frederick W. Taylor 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.

FREDERICK M. TAYLOR
2854 Juan St.

STATE OF CALIFORNIA, }
County of San Diego } ss.

On this 6th day of February, A.D. Nineteen Hundred and Forty One, before me, E.H. Morath, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Frederick W. 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.

(SEAL)

My Commission expires Feb. 25, 1943

RECORDED FEB 14 1941 25 min. past 2 P.M. in Book 1134 at Page 224 of Official Records, San Diego Co. Cal. Recorded at request of Grantee.

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

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 Curb Cutting Agreement from Frederick W. Taylor to the City of San Diego, California; being Document No. 326539.

FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

A G R E E M E N T

WHEREAS, Richard M. Jackson is the owner of Lot 968 Talmadge Park Estates 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 6 day of Feb. 1941, by Richard M. Jackson that he will, for and in consideration of the permission granted him to remove 16 feet of curbing on Madison Street adjacent to the above described property, bind Richard M. Jackson 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.

Richard M. Jackson 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.

RICHARD M. JACKSON
4595 - 48th

STATE OF CALIFORNIA, }
County of San Diego } ss.

On this 6th day of February, A.D. Nineteen Hundred and Forty-one, before me, Helen H. Shreve, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Richard M. Jackson 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 Sept. 10, 1944

RECORDED FEB 14 1941 25 min. past 2 P.M. in Book 1134 at Page 217 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

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

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 Curb Cutting Agreement from Richard M. Jackson to the City of San Diego; being Document No. 326548.

FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

A G R E E M E N T

WHEREAS, Dan L. Dillon & Lily Dillon are the owners of Lots 1, 2, & 3 Block 5 Breede & Chase 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 7 day of February 1941, by Dan & Lily Dillon that they will, for and in consideration of the permission granted them to remove 10 feet of curbing on Broadway & 30 ft. on 25th St. 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 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.

DAN L. DILLON
LILY DILLON
1708 Lincoln Blvd., Venice, Calif.

STATE OF CALIFORNIA, }
County of Los Angeles } ss.

On this 7th day of February, A.D. Nineteen Hundred and forty-one before me, Claude F. Gerard, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared DAN L. DILLON and LILY DILLON known to me to be the persons described in and whose name are 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 Los Angeles, County of _____, State of California, the day and year in this certificate first above written.

(SEAL) CLAUDE F. GERARD
Notary Public in and for the County of Los Angeles
My commission expires March 22, 1943 State of California.

RECORDED FEB 14 1941 25 min. past 2 P.M. in Book 1134 at Page 216 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 Curb Cutting Agreement from Dan L and Lily Dillon to the City of San Diego, California; being Document No. 326634.

FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

A G R E E M E N T

WHEREAS, Elmer H. Hartman is the owner of Lots 21-22-23-24 Block 5 Wilshire Place 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 4 day of Feb., by myself that I will, for and in consideration of the permission granted me to remove 32' feet of curbing on Marlborough 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 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.

ELMER H. HARTMAN
3787 - 29 St.

STATE OF CALIFORNIA, }
County of San Diego } ss.

On this 4 day of February, A.D. Nineteen Hundred and fourty one, before me J.G.Mitchell a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Elmer H. Hartman known to me to be the person described in and whose name 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) J. G. MITCHELL
Notary Public in and for the County of San Diego
State of California

RECORDED FEB 20 1941 10 min. past 2 P.M. in Book 1132 at Page 349 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.
HELEN NASI

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 Elmer H. Hartman to the City of San Diego, California; being Document No. 326716.

FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

A G R E E M E N T

WHEREAS, Union Oil Company of California is the Lessee of Lots 29 to 32, inclusive, Block 2 Subdivision La Jolla Park, County of San Diego, State of California, according to map thereof No. 352, filed in the office of the County Recorder of San Diego County, March 22, 1887, 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 January, 1941, by Union Oil Company of California that they will, for and in consideration of the permission granted them to remove 60 feet of curbing on La Jolla Blvd., 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 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.

UNION OIL COMPANY OF CALIFORNIA

Lessee's Name

C. G. SULLIVAN

Union Oil Building, 617 W Seventh Street
Los Angeles

STATE OF CALIFORNIA, }
County of Los Angeles } ss.

On this 23 day of Jan., A.D. Nineteen Hundred and Forty-one, before me, MARGARET G. KEARNEY a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared C. T. SULLIVAN 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 Los Angeles, County of Los Angeles, State of California, the day and year in this certificate first above written.

MARGARET G. KEARNEY

(SEAL)

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

RECORDED FEB 20 1941 10 min. past 2 P.M. in Book 1116 at Page 51 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 Union Oil Co. of California to the City of San Diego; being Document No. 326717.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

A G R E E M E N T

WHEREAS, Mary L. Moran is the owner of East one-half Lot 7, Block 73, 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 11th day of February, 1941, by Edward C. Hall Agent for said Mary L. Moran that she will, for and in consideration of the permission granted to remove 10' feet of curbing on Kalmia Street adjacent to the above described property, bind said Mary L. Moran 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.

I further agree that this agreement shall be binding on Mary L. Moran, 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.

EDWARD C. HALL Agent

953 Eighth Avenue, San Diego, Calif.

STATE OF CALIFORNIA, }
County of San Diego } ss.

On this 11th day of February, A.D. Nineteen Hundred and Forty One, before me, M.E. Norton, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Edward C. Hall, Agent, 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.

M. E. NORTON

(SEAL)

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

My commission expires May 20, 1942.

RECORDED FEB 20 1941 10 min. past 2 P.M. in book 1116 at page 48 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 Mary L. Moran to the City of San Diego, California; being Document No. 326718.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

A G R E E M E N T

WHEREAS, Masonic Temple Association is the owner of Lots G & H Block 202 Hortons Sub-division 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 ___ day of ___, by ___ that ___ will, for and in consideration of the permission granted to remove 20 feet of curbing on Ash Street adjacent to the above described property, bind ___ to, and ___ 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 ___ 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 _____ 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.

MASONIC TEMPLE ASSOCIATION
By Fred M. Thompson, Secretary
1405 5th Avenue

STATE OF CALIFORNIA, }
County of San Diego } ss

On this 25th day of January, A.D. Nineteen Hundred and forty-one, before me, Harry R. Atwood a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Fred M. Thompson of 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 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) HARRY R. ATWOOD
Notary Public in and for the County of San Diego,
State of California
My commission expires Mar 1, 1942
RECORDED MAR 1 1941 55 min. past 9 A.M. in book 1139 at page 340 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.
ETHEL W. OBERG

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 Masonic Temple Association to the City of San Diego, California; being Document No. 326957.

FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Palmer Deputy

A G R E E M E N T

WHEREAS, Jarl A. Gibson is the owner of Lot One (1) Resub Fraction 11 Middletown, Fraction J 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 the 26th day of February 1941, by Jarl A. Gibson that I will, for and in consideration of the permission granted me to remove 55 feet of curbing on Union & A Streets adjacent to the above described property, bind Jarl A. Gibson 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 Jarl A. Gibson, _____ 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.

JARL A. GIBSON
1249 Union St.

STATE OF CALIFORNIA, }
County of San Diego } ss

On this 26 day of February, A.D. Nineteen Hundred and forty one, before me Ruth Marker, a Notary Public in and for said County, residing therein, duly commissioned and sworn personally appeared Jarl A. Gibson 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) RUTH MARKER
Notary Public in and for the County of San Diego,
State of California
My Commission expires Dec. 7, 1944
RECORDED MAR 1 1941 55 min. past 9 A.M. in book 1131 at page 496 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.
L. CHANTER

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 Jarl A. Gibson to the City of San Diego; being Document No. 327044.

FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Palmer Deputy

A G R E E M E N T Job: Pacific & Sutherland

WHEREAS, SAFEWAY STORES, INC. are the owners of Lots 1 and 2, Block 246 of 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 27th day of February, 1941, by SAFEWAY STORES, INC. that they will, for and in consideration of the permission granted them to remove 35 feet of curbing on Pacific Highway 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.

SAFEWAY STORES, INC. further agree that this agreement shall be binding on their, and each of 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.

SAFEWAY STORES, INC. By Milton F. Heller
715 "J" Street, San Diego

STATE OF CALIFORNIA,)
County of San Diego) ss.

On this 27th day of February, A.D. Nineteen Hundred and Forty-one, before me, Robert E. Miller, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Milton F. Heller 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 E. MILLER
Notary Public in and for the County of San Diego
State of California
My commission expires April 22, 1941
RECORDED MAR 1 1941 55 min. past 9 A.M. in book 1139 at page 340 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.

ETHEL W. OBERG

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 Safeway Stores, Inc.; being Document No. 327055.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

A G R E E M E N T

Job: Park and Robinson

WHEREAS, SAFEWAY STORES, INC. are the owners of Lots 22, 23 and 24 Block 249 University Heights 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 27th day of February, 1941, by SAFEWAY STORES, INC. that they will, for and in consideration of the permission granted them to remove 35 ft. of curb on Park Blvd. 32 feet of curbing on Robinson 60 ft. of sidewalk on Park Blvd. 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.

SAFEWAY STORES, INC. further agree that this agreement shall be binding on their, and each of 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.

SAFEWAY STORES, INC. By Milton F. Heller
715 "J" Street, San Diego

STATE OF CALIFORNIA,)
County of San Diego) ss.

On this 27th day of February, A.D. Nineteen Hundred and Forty-One, before me, Robert E. Miller a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Milton F. Heller 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 E. MILLER
Notary Public in and for the County of San Diego,
State of California
My commission expires April 22, 1941
RECORDED MAR 1 1941 55 min. past 9 A.M. in book 1131 at page 490 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.

L. CHANTER

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 Safeway Stores, Inc. to City of San Diego; being Document No. 327056.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

A G R E E M E N T

Job: Fern and Cedar

WHEREAS, SAFEWAY STORES, INC. are the owners of Lots 1, 2 and 3 Block 15 South Park 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 27th day of February, 1941, by SAFEWAY STORES, INC. that they will, for and in consideration of the permission granted them to remove 20 ft. of curb on Cedar and 80 ft. of sidewalk on Cedar 33 feet of curbing on Fern and 137 ft. of sidewalk on Fern 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.

SAFEWAY STORES, INC. further agree that this agreement shall be binding on their, and each of 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.

SAFEWAY STORES, INC. By: Milton F. Heller
715 "J" Street, San Diego

STATE OF CALIFORNIA,

County of San Diego

ss

On this 27th day of February, A.D. Nineteen Hundred and Forty-one, before me, Robert E. Miller, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Milton F. Heller 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 April 22, 1941

RECORDED MAR 1 1941 55 min. past 9 A.M. in book 1131 at page 491 of official records, San Diego Co, Cal. Recorded at request of Grantee.

ROBER E. MILLER
Notary Public in and for the County of San Diego
State of California

ROGER N. HOWE, County Recorder
By Deputy D. Cole

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

L. CHANTER
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 Safeway Stores, Inc. to the City of San Diego; being Document No. 327057.

FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Patton Deputy

A G R E E M E N T

WHEREAS, Mr. & Mrs. Ralph E. Oversmith are the owners of Lot 7 Block 149 Roseville 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 27 day of February, 1941, by Mr. & Mrs. Ralph E. Oversmith that we will, for and in consideration of the permission granted to us to remove 15 feet of curbing on L900 Block, Willow St. adjacent to the above described property, bind us, Mr. & Mrs. Oversmith 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.

Mr. & Mrs. Ralph E. Oversmith 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.

RALPH E. OVERSMITH

Address

STATE OF CALIFORNIA,

County of San Diego

ss

On this 28 day of February, A.D. Nineteen Hundred and Fourty one, before me, Jane Frances Dunn, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Ralph E. Oversmith 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.

(SEAL)

My commission expires Aug. 7, 1943

RECORDED MAR 10 1941 25 min. past 9 A.M. in book 1130 at page 274 of official records San Diego Co., Cal. Recorded at request of Grantee.

JANE FRANCES DUNN
Notary Public in and for the County of San Diego
State of California.

ROGER N. HOWE, County Recorder
By Deputy D. Cole

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 Ralph E. Oversmith to the City of San Diego; being Document No. 327123.

FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Patton Deputy

A G R E E M E N T

WHEREAS, Standard Properties, Ltd. is the owner of Lots 1 & 12 Block 66 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 28th day of February 1941, by Standard Properties, Ltd. that we will, for and in consideration of the permission granted to remove 32 ft feet of curbing on Kalmia Street adjacent to the above described property, bind Standard Properties, Ltd. 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 it's own expense and with no cost or obligation on the part of The City of San Diego.

Standard Properties, Ltd. further agrees that this agreement shall be binding on 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.

Standard Properties, Ltd.
By Joseph E. Dryer, President
2368 Kettner Blvd., San Diego, Calif.

STATE OF CALIFORNIA,)
County of San Diego) ss.

On this 4 day of March, A.D. Nineteen Hundred and 41, before me, W. B. Melhorn, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Joseph E. Dryer, 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) W. B. MELHORN
Notary Public in and for the County of San Diego,
State of California
My commission expires July 24, 1943.
RECORDED MAR. 10 1941 25 min. past 9 A.M. in book 1130 at page 275 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.

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 Standard Properties, Ltd. to the City of San Diego, California; being Document No. 327196.

FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Farnham Deputy

KNOW ALL MEN BY THESE PRESENTS, That AMERICAN CONCRETE and 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 TWO HUNDRED SEVENTY-ONE Dollars (\$271.00), 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, 1941,

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:

564 feet 18" centrifugally spun reinforced concrete culvert pipe
and 72 " 24" " " " " " "

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.

AMERICAN CONCRETE AND STEEL PIPE COMPANY

(SEAL) ATTEST:

B. BRIMMER Dist. Mgr.

Robert V. Edwards V.P.

Principal

(SEAL) ATTEST:

E. E. GILLEAN Agent

FIDELITY & DEPOSIT CO. OF MD. Surety.

By H. G. Malm Attorney-in-Fact

STATE OF CALIFORNIA,)
County of San Diego) ss.

On this 10th day of February, 1941, before me, Beatrice E. Roy, a Notary Public, in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared H. G. Malm, known to me to be the Attorney-in-Fact, and E.E. Gillean known to me to be the Agent of the Fidelity and Deposit Company of Maryland, the Corporation that executed the within instrument, and acknowledged to me that they subscribed the name of the Fidelity and Deposit Company of Maryland thereto and their own names as Attorney-in-Fact and Agent, respectively.

(SEAL)

My commission expires Jan. 23, 1945.

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

I hereby approve the form of the within Bond this 10th day of February, 1941.

D. L. AULT City Attorney

By HARRY S. CLARK Deputy City Attorney

I hereby approve the foregoing bond this 10th day of February, 1941.

WALTER W. COOPER

City Manager

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 10th day of February, 1941, 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 and 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:

564' - 18" centrifugally spun reinforced concrete culvert pipe
72' - 24" " " " " " "

in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 325648.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

One Thousand Eighty-one and 50/100 Dollars (\$1,081.50). Said price includes the California State Sales Tax.

Said contractor agrees to make delivery of said material as required by City.

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 Eighty-one and 50/100 Dollars

(\$1081.50), 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. 73252 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 attached by its proper officers, thereunto duly authorized, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO,
By WALTER W. COOPER City Manager

AMERICAN CONCRETE AND STEEL PIPE COMPANY
Robert V. Edwards, V.P. Contractor

(SEAL)
ATTEST: B. BRIMMER, Dist Mgr.
I hereby approve the form of the foregoing contract, this 10th day of February, 1941.
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 American Concrete & Steel Pipe Company for concrete culvert pipe; being Document No. 326741.

FRED W. SICK
City Clerk of the City of San Diego, California
By Francis T. Patten Deputy

PREMIUM FOR THIS BOND IS \$5.00.
KNOW ALL MEN BY THESE PRESENTS, that Mission Pipe & 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 FOUR HUNDRED SEVENTY-THREE Dollars (\$473.00), 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, 1941.
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: 4 - 6" Arctic-Tropic compound water meters 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.
MISSION PIPE & SUPPLY COMPANY
Paul O. Vance, Pres. Principal

(SEAL)
ATTEST: Arthur FWH Wright Sec'y.

HARTFORD ACCIDENT AND INDEMNITY COMPANY
By P.C.Barney Surety
Attorney in Fact

(SEAL)
ATTEST: MAY SHANNON

STATE OF CALIFORNIA, }
County of San Diego } ss.

On this 10th day of February, before me, Marston Burnham, in the year one thousand nine hundred and forty-one, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared P. C. 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 P. C. 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.

(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 14th day of February, 1941.
D. L. AULT City Attorney
By H. B. DANIEL Asst. City Attorney
I hereby approve the foregoing bond this 14th day of February, 1941.
WALTER W. COOPER
City Manager

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 14th day of February, 1941, 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 MISSION PIPE & 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:

4 - 6" Arctic-Tropic compound water meters, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 325813.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

4 - 6" arctic-tropic compound water meters, @ \$472.40 ea. - \$1889.60

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 10th day of March, 1941.

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 Eight Hundred Eighty-nine and 60/100 Dollars (\$1889.60), 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. 73312 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 attached, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO.

By WALTER W. COOPER

City Manager

ATTEST:
ARTHUR F. WRIGHT

MISSION PIPE & SUPPLY CO. (SEAL)
Paul O. Vance. Pres.

Contractor

I hereby approve the form of the foregoing contract, this 14th day of February, 1941.

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 Mission Pipe & Supply Company for 4 - 6" compound water meters; being Document No. 326742.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patton Deputy

KNOW ALL MEN BY THESE PRESENTS, That WAYNE D. CROOK and Wayne D. Crook as Executor of the will of E. I. Crook, deceased, co-partners doing business under the firm name and style of CROOK 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 TWO THOUSAND SEVEN HUNDRED NINETY-THREE Dollars (\$2,793.00), 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 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, 1941.

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 - only new Bucyrus-Erie "20B" 3/4 cu. yd. gasoline powered shovel with 40 ft. boom and clamshell bucket, 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:

WAYNE D. CROOK As Executor of will of
E.I. Crook, deceased

WAYNE D. CROOK co-partners doing business
under the firm name and style of
CROOK COMPANY

HARTFORD ACCIDENT AND INDEMNITY COMPANY
By JOE H. BROCK

Attorney-in-Fact (SEAL)

I hereby approve the form of the within Bond, this 20th day of February, 1941.

D.L. AULT City Attorney

By H. B. DANIEL

Asst. City Attorney

I hereby approve the foregoing bond this 20th day of February, 1941.

WALTER W. COOPER

City Manager

STATE OF CALIFORNIA,

County of Los Angeles

} ss

On this 14th day of February, in the year 1941, before me, IDA FUHRMEISTER, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared JOE H. BROCK, known to me to be the Attorney-in-Fact of the HARTFORD ACCIDENT AND 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 the day and year in this certificate first above written.

IDA FUHRMEISTER

Notary Public in and for the County of Los Angeles
State of California

(SEAL)

My commission expires
April 26, 1942

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 20th day of February, 1941, 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 WAYNE D. CROOK and Wayne D. Crook as Executor of the will of E. I. Crook, deceased, co-partners, doing business under the firm name and style of CROOK 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 - only new Bucyrus-Erie "20B" 3/4 cu. yd. gasoline powered shovel, with 40 ft. boom and clamshell bucket, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 325810.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following price, to-wit: Eleven Thousand One Hundred Sixty-nine Dollars (\$11,169.00).

Said contractor agrees to deliver said equipment within ten to fourteen days after the date of the execution of this contract.

Said City, in consideration of the furnishing and delivery of said equipment 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: Eleven Thousand One Hundred Sixty-nine Dollars (\$11,169.00), 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 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. City Manager of said City acting for and on behalf of

IN WITNESS WHEREOF, this contract is executed by the City of San Diego, pursuant to and under Resolution No. 73311 of the Council authorizing such execution, and the contractor have hereunto subscribed their names the day and year in this agreement first above written.

THE CITY OF SAN DIEGO

By WALTER W. COOPER

City Manager

WAYNE D. CROOK As Executor of will of
E.I. Crook, deceased

WAYNE D. CROOK co-partners, doing business
under the firm name and style of
CROOK COMPANY

Contractor

I hereby approve the form of the foregoing contract, this 20th day of February, 1941.

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 Crook Company for gasoline powered shovel; being Document No. 326875.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patton Deputy

End Book # 11